



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada -  
Pacific Region  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British C  
V6Z 0B9

<b>Title - Sujet</b> ALH BST Conversion to Asphalt	
<b>Solicitation No. - N° de l'invitation</b> EZ899-221823/A	<b>Date</b> 2022-03-21
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-041-9114
<b>File No. - N° de dossier</b> PWY-1-44186 (041)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Pacific Daylight Saving Time PDT <b>on - le 2022-04-19</b> Heure Avancée du Pacifique HAP	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sezginalp (PWY), Kipp	<b>Buyer Id - Id de l'acheteur</b> pwy041
<b>Telephone No. - N° de téléphone</b> (604) 367-5341 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PSPC - km 485 to km 520 - Alaska Highway, BC	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation  
EZ899-221823/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwy041

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

## INVITATION TO TENDER

ALH BST Conversion to Asphalt Construction  
Km 485 to Km520 Alaska Highway - BC

### IMPORTANT NOTICE TO BIDDERS

**Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI08 for further Instructions.**

SI12 COVID-19 Vaccination Requirement and Certification has been added

SC02 Compliance with on-site measures, standing orders, policies, and rules has been added

APPENDIX 5 - COVID-19 Vaccination Requirement Certification has been added

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2021-04-01);
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address [kipp.sezginalp@tpsgc-pwgsc.gc.ca](mailto:kipp.sezginalp@tpsgc-pwgsc.gc.ca) Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI03 SITE VISIT**

1. There will be no scheduled site visit. Contractors are strongly recommended to visit the site prior to submitting a tender for this work and to make inquiries or investigations necessary to become thoroughly acquainted with the site as well as the nature and extent of the work.

### **SI04 BIDDERS CONFERENCE**

There will be no site visit however, as part of the tender process, a MANDATORY Bidder's Conference through Microsoft Teams is scheduled for Thursday, March 31 2022 at 1:00 pm PDT. All bidders must attend this online meeting.

The details for logging in to this Microsoft Teams meeting will be made available to all bidders who express an interest in attending by contacting the Contracting Authority before 9:00 am PDT on March 31, 2022.

If you wish to attend, please email Kipp Sezginalp at [kipp.sezginalp@pwgsc.gc.ca](mailto:kipp.sezginalp@pwgsc.gc.ca).

## SI05 REVISION OF BID

A bid may be revised by epost Connect in accordance with GI10 of R2710T.

## SI06 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
- 2.1 A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
  - a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
  - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
  - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
  - e. Submitting copies (**non-original, non-verifiable or scanned copy**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
- 2.2 Bonds failing the verification process will NOT be considered valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

## SI07 SUBMISSION OF BID

R2710T GI09 Submission of bid is modified as follows

Add subparagraph 5 - Electronic Bid Submission by epost Connect service

- a. Bids must be submitted by using the [epost Connect service](#) provided by Canada Post Corporation. Faxed and hard copy bids (submitted in person or via mail/courier) will not be accepted for the subject bid solicitation.
- b. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC is:

Pacific: [TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an epost Connect conversation, as detailed in c., or to send proposals through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

- c. To submit a bid using epost Connect service, the Bidder must either:

- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- d. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
  - e. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
  - f. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
  - g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
  - h. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete bid;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid;
    - vii. security of bid data; or,
    - viii. inability to create an electronic conversation through the epost Connect service.
  - i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - j. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
  - k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.

## **SI08 BID RESULTS**

1. There will be no Public Opening for the purposes of this solicitation.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by emailing [Maria.Chan@pwgsc-tpsgc.gc.ca](mailto:Maria.Chan@pwgsc-tpsgc.gc.ca) or [Brian.Strader@pwgsc-tpsgc.gc.ca](mailto:Brian.Strader@pwgsc-tpsgc.gc.ca).

## **SI09 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

## **SI10 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

## **SI11 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;
  - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
  - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

## **SI12 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. All Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (Appendix 5).

This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

## **SI13 BID CHALLENGE AND RECOURSE MECHANISMS**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

#### SI14 INDIGENOUS PARTICIPATION REQUIREMENT

As part of Canada's commitment to support its First Nations population, this procurement contains a MANDATORY Indigenous Participation Requirement (IPR) that aims to provide specific socio-economic benefits to Indigenous People and Indigenous Firms of the Daylu Dena Council and Fort Nelson First Nation. The information that Bidders must provide is set out in Appendix 3 – Indigenous Participation Requirement (IPR) Form.

To assist bidders in preparing the IPR, please contact the designated representatives:

##### **Daylu Dena Council**

Iyon Kechika Contracting Ltd., Daylu Dena Council  
Derek Loots, General Manager  
Work: (250) 779-3010  
Cell: (250) 775-0043  
[derekloots@hotmail.com](mailto:derekloots@hotmail.com)

##### **Fort Nelson First Nation**

Eh-Cho-Dene  
Brendan Youb  
Telephone: 250-774-7523  
Cellular: 250-500-1377  
Email: [Brendan@ehchodene.com](mailto:Brendan@ehchodene.com)

#### SI15 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

[Treasury Board Appendix L, Acceptable Bonding Companies](#)

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell

<https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

[Bid Bond \(form PWGSC-TPSGC 504\)](#)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

[Performance Bond \(form PWGSC-TPSGC 505\)](#)

[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

[Labour and Material Payment Bond \(form PWGWSC-TPSGC 506\)](#)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Contract Security Program

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

## **SI16 BRITISH COLUMBIA PROVINCIAL SALES TAX ACT - REAL PROPERTY CONTRACTORS**

Real property contractors in the Province of British Columbia who have contracts with the Federal Government may make purchases for use in real property contracts exempt of Provincial Sales Tax (PST) by providing their suppliers with a completed Certificate of Exemption – Contractors (FIN 491) and, if necessary a completed Certification of Exemption – Subcontractor (FIN 493).

Upon request, Canada will provide the General Contractor with a duly signed exemption form, FIN 491 and if applicable FIN 493.

For additional information, please refer to the link noted below:

<http://www2.gov.bc.ca/assets/gov/taxes/sales-taxes/publications/pst-501-real-property-contractors.pdf>

**R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2021-04-01)**

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/23>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

## CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2882D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
  - e. Supplementary Conditions
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INSURANCE TERMS**

#### **1) Insurance Contracts**

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### **2) Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### **3) Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### **4) Insurance Proceeds**

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### **5) Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

### **SC02 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **SC03 TYPES AND AMOUNTS OF CONTRACT SECURITY**

Remove and Replace GC9.2.2. with the following

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
  - 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
  - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
  - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

#### **SC04 PERFORMANCE EVALUATION: CONTRACT**

R2810D GC1.22 (2017-08-17) Performance evaluation: Contract management is modified to include the following clause:

1, f. IPR Achievement, which comprises evaluating if the Contractor has met or exceeded the commitments in the Indigenous Participation Requirement.

#### **SC05 TERMS OF PAYMENT**

R2850D GC5.4 (2014-06-26) Progress Payment is modified to include the following clause:

1, c. a completed and up-to-date cumulative Indigenous Participation Requirement report, in the form described in the Contract, that fully describes all of the Work that has been completed by the Indigenous Peoples toward the performance of the Contract since the beginning of the Contract.

**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

ALH BST Conversion to Asphalt Construction  
Km 485 to Km520 Alaska Highway - BC

**BA02 LEGAL NAME AND ADDRESS OF BIDDER**

Legal Name:					
Operating Name (if any):					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Contract Security Program Organisation Number (when required)					

**BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

**BA04 BID VALIDITY PERIOD**

The bid must not be withdrawn for a period of 30 days following the date of solicitation closing.

**BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

**BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work by October 15, 2022.

**BA07 BID SECURITY**

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

**BA08 SIGNATURE**

--

Name and title of person authorized to sign on behalf of Bidder (Type or print)

--

Signature

--

Date

**APPENDIX 1 - COMBINED PRICE FORM**

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

**UNIT PRICE TABLE**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

**BASE WORK (A)**

Item No.	Spec.	Tender Item	Estimated Quantity	Unit of Measure	Unit Rate	Total Price
1	01 25 00	Mobilization, Demobilization and General Conditions of Contract	1	L.S.		
2	01 35 00	Traffic Management	1	L.S.		
3	01 45 00	Quality Management	1	L.S.		
4	01 52 00	Department Representative's Office Trailer	1	L.S.		
5	01 29 00	Survey	1	L.S.		
6	31 24 14	Stripping (100mm Depth)	0	m3		
7	10 14 53	Regulatory Sign Removals	7	Ea.		
8	10 14 53	Regulatory Sign Relocations	4	Ea.		
9	34 71 13.01	Remove & Reinstall Existing Pre-cast Concrete Barrier	890	Linear Metre		
10	31 24 14	Excavation to Waste	17,929	m3		
11	32 92 19.16	Hydraulic Seeding - Supply and Application	23,680	m2		
12	31 24 14	Topsoil Transport and Placement	2,368	m3		
13	32 17 23	Solid and Dashed Yellow Line Pavement Markings	24	km		
14	32 17 23	Solid Single White Line Pavement Markings	48	km		
15	32 11 24	Load, Haul, Place and Compact Crushed Base Levelling Course	8,563	m3		
16	32 11 24	Load, Haul, Place and Compact Crushed Base Course (Shoulder & Widening Structure)	11,428	m3		
17	32 11 24	Load, Haul, Place and Compact Granular Subbase Course (Shoulder & Widening Structure)	8,395	m3		
18	32 12 13.23	Supply and Install Asphalt Prime Coat	223,360	m2		
19	32 12 13.16	Supply and Install Asphalt Tack Coat	225,920	m2		
20	31 24 14	Nonwoven Geotextile	39,690	m2		
21	32 12 16	Hot Mix Asphalt Concrete Pavement	54,540	Tonne		
22	32 11 34	100mm Depth Reclamation (Pulverize & Grade)	315,215	m2		

23	32 11 34	200mm Depth Reclamation at Bridge Approaches (Pulverize & Grade)	0	m2		
24	31 24 14	Imported Fill for Embankment Widening	0	m3		
25	10 14 53	New Signage and Post	3	Ea.		
26	32 12 20	Rumble Strips	57	km		
27	33 42 13	"Culvert Extensions for Embankment Widening	0	Ea.		
<b>BASE WORK (A) SUB-TOTAL</b>						<b>\$</b>

Optional Work:

Items 28 to 54 is Work shown as an optional addition to this tender package. All bids must include the aforementioned lines in the unit price table. Any bid without the inclusion of these lines will be considered non-compliant and therefore disqualified.

Optional Goods and/or Services:

The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described below as Optional Work and as described in Specifications and Drawings of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option before the expiry of the contract by sending a written notice to the Contractor.

**OPTIONAL WORK (B)**

28	01 25 20	Mobilization, Demobilization and General Conditions of Contract	1	L.S.		
29	01 35 00	Traffic Management	1	L.S.		
30	01 45 00	Quality Management	1	L.S.		
31	01 52 00	Department Representative's Office Trailer	1	L.S.		
32	01 29 00	Survey	1	L.S.		
33	31 24 14	Stripping (100mm Depth)	191	m3		
34	10 14 53	Regulatory Sign Removals	3	Ea.		
35	10 14 53	Regulatory Sign Relocations	9	Ea.		
36	34 71 13.01	Remove & Reinstate Existing Pre-cast Concrete Barrier	442	Linear Metre		
37	31 24 14	Excavation to Waste	10,235	m3		
38	32 92 19.16	Hydraulic Seeding - Supply and Application	1,910	m2		
39	31 24 14	Topsoil Transport and Placement	191	m3		
40	32 17 23	Solid and Dashed Yellow Line Pavement Markings	11	km		
41	32 17 23	Solid Single White Line Pavement Markings	22	km		
42	32 11 24	Load, Haul, Place and Compact Crushed Base Levelling Course	1,380	m3		
43	32 11 24	Load, Haul, Place and Compact Crushed Base Course (Shoulder & Widening Structure)	10,219	m3		
44	32 11 24	Load, Haul, Place and Compact Granular Subbase Course	178	m3		

		(Shoulder & Widening Structure)				
45	32 12 13.23	Supply and Install Asphalt Prime Coat	104,688	m2		
46	32 12 13.16	Supply and Install Asphalt Tack Coat	101,435	m2		
47	31 24 14	Nonwoven Geotextile	11,155	m2		
48	32 12 16	Hot Mix Asphalt Concrete Pavement	27,307	Tonne		
49	32 11 34	100mm Depth Reclamation (Pulverize & Grade)	126,430	m2		
50	32 11 34	200mm Depth Reclamation at Bridge Approaches (Pulverize & Grade)	5,695	m2		
51	31 24 14	Imported Fill for Embankment Widening	218	m3		
52	10 14 53	New Signage and Post	13	Ea.		
53	32 12 20	Rumble Strips	24	km		
54	33 42 13	Culvert Extensions for Embankment Widening (900mm dia. x 3m long)	1	Ea.		
<b>OPTIONAL WORK (B) SUB-TOTAL</b>						<b>\$</b>

<b>TOTAL BID AMOUNT (A +B)</b>	<b>\$</b>
Excluding applicable tax(es)	



## **APPENDIX 3 - INDIGENOUS PARTICIPATION REQUIREMENT (IPR)**

### **1) Preamble**

The Government of Canada is committed to reconciliation and meaningful engagement with Indigenous Peoples. This project will take place on the traditional territories of the Kaska Dena Council, and the BC Treaty 8 First Nations specifically Daylu Dena Council and Fort Nelson First Nation (herein jointly referred to as "Indigenous Peoples"), respectfully.

As part of Canada's commitment to reconciliation with Indigenous Peoples, this procurement requires bidders to include an Indigenous Participation Requirement (IPR) that provides the local Indigenous Peoples on whose traditional territories the project is located, opportunities to participate in the performance of the federal Work through the provision of goods, services, training, employment, apprenticeship or sub-contracting opportunities. All bidders must provide specific planned participation for the Indigenous Peoples and firms owned by Indigenous Peoples throughout the duration of the project.

Canada has worked successfully in the past to leverage capacity building for Indigenous Peoples and is pleased to continue working collaboratively with Indigenous communities and stakeholders on all federal projects.

### **2) Engagement with First Nations**

The Bidder's must include a plan for meaningful opportunities, connected with the Work, for local Indigenous Peoples to participate throughout the duration of the project. Such opportunities may include the provision of goods, services, training, employment, apprenticeship or sub-contracting.

The word "meaningful" in the paragraph above means that the opportunities provided are maximizing the capacity of the Indigenous Peoples to participate in the Work being procured. This requires the bidder to engage with the local Indigenous Peoples to determine the Indigenous Peoples' capacity to perform portions of the Work as a subcontractor, supplier, employee or apprentice.

For further clarity, an apprentice can be mentioned under both Appendix 3 and Appendix 4 without causing any conflict if that individual is in fact both an Apprentice and a member of an Indigenous Peoples' community.

Bidders are expected to participate in Canada's reconciliation efforts. As such, engagement with the Indigenous Peoples must be respectful and must not be delayed. Bidders are expected to start the engagement process with the Indigenous Peoples as soon as possible.

The bidder is encouraged to engage the identified contacts of the Indigenous Peoples listed below a minimum of seven (7) calendar days prior to the tender closing date.

Canada may require reasonable and verifiable evidence of reciprocal engagement between the bidder and any of the Indigenous Peoples contact persons identified below. Examples of reasonable and verifiable evidence include, but are not limited to, copies of written correspondence, a support letter or a record of reciprocal e-mail conversations.

Indigenous Peoples' Contact Information (north to south):

#### **Daylu Dena Council**

Iyon Kechika Contracting Ltd., Daylu Dena Council  
Derek Loots, General Manager  
Telephone: (250) 779-3010  
Cellular: (250) 775-0043  
Email: [derekloots@hotmail.com](mailto:derekloots@hotmail.com)

#### **Fort Nelson First Nation**

Eh-Cho-Dene  
Brendan Youb  
Telephone: 250-774-7523  
Cellular: 250-500-1377  
Email: [Brendan@ehchodene.com](mailto:Brendan@ehchodene.com)

**3) Indigenous Participation Requirement (IPR) Form**

Inclusion of an Indigenous Participation Requirement is mandatory. A fully completed IPR Form satisfying the content and amount conditions below must be submitted with the bid for the bid to be found compliant.

The IPR must include work opportunities through the provision of goods, services, training, employment, apprenticeship or sub-contracting. Opportunities must contribute directly to the performance of the Work being procured.

The IPR value must be a minimum of 15.00% of the total bid amount indicated in Appendix 1 in order to be compliant. Bids not achieving the minimum of 15.00% will be found non-compliant and no further consideration will be given to the bid. For example, a bid with an IPR value of 14.9% will be non-compliant (i.e. no rounding).

Following contract award, the actual total contract value excluding applicable taxes will be used to calculate and verify that the minimum IPR value of 15.00% of the Contract value and will be used to determine if the contractor is compliant. For example, if the actual total contract value excluding applicable taxes is \$1,000,000.00, the minimum value for the IPR would be \$150,000.00 (\$1,000,000.00 x 15.00%).

Using the IPR form, provide a complete response to each of the requirements. Responses must follow the IPR form general format and the title text must not be altered.

If the Prime Contractor is owned by any one of the identified Indigenous Peoples or is part of a joint venture or a partnership with a firm owned by any one of the Indigenous Peoples, this will be calculated as being equivalent to sub-contracting and must be entered as such in the IPR form.

<b>Indigenous Participation Requirement - FORM</b>			
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Identify the specific Indigenous Peoples* by abbreviation</b>	<b>Identify by applicable letter or description if the IPR line item will include the supply of goods (G), services (SV), sub-contracting (S), training (T), an employee (E), or an Apprentice (A).</b>	<b>Identify the estimated duration the elements of Column B will be required</b>	<b>Estimated total value of the elements in Column B (referred to as "target value")</b>
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
<b>TOTAL VALUE of the Indigenous Participation Requirement</b>			\$
<b>Must be at least 15.00% of the total bid amount indicated in Appendix 1</b>			
** To be compliant at least one row must be completed and a numeric value must be entered in column D and totaled accordingly.			

\* Indigenous Peoples: **DDC** Daylu Dena Council  
**FNFN** Fort Nelson First Nation

Other description/comments:

**4) Indigenous Participation Requirement (IPR) Certification**

The Bidder must submit the Indigenous Participation Requirement Form at the time of bid submission along with a signed Bid and Acceptance Form (BA). By submitting the required documents, the bidder certifies that the Indigenous Participation Requirement is accurate, truthful and complete.

**5) Privacy and Public Access to Information** (For the successful Contractor only)

The Contractor agrees that the IPR may be publicly disclosed by Canada, including to the identified Indigenous Peoples or Parliamentary Committees, without the need to provide prior notice or obtain permission from anyone.

**6) Failure to Meet IPR Requirements** (For the successful Contractor only)

The Contractor must use all reasonable commercial efforts in meeting the target value included in the IPR submitted. In the event that the Contractor becomes aware that there are circumstances outside of their control that could impact the Contractor's ability to meet the IPR target value, the Contractor is to notify Canada in a diligent and timely manner and provide a mitigation strategy to meet the IPR target value.

**7) Contractor Report** (For the successful Contractor only)

As indicated in GC 5.4 1 c., the Contractor must provide an up-to-date cumulative Indigenous Participation Requirement report to Canada with every payment claim. For further clarity, performance of the IPR constitutes an integral part of the Contractor's contractual obligations and forms part of Section 2 a. of GC 5.4 Terms of Payment.

1: Using the IPR report, provide a response to each of the requirements. Responses must follow the IPR report general format and the title text must not be altered. In the event that a NIL report is submitted, the Contractor must provide an estimated timeline in the Other Description/Comments field for the implementation of the IPR that was included with their bid.

<b>Indigenous Participation Requirement – REPORT</b>			<b>Date :</b> / / (Day/Month/Year)
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Identify the specific Indigenous Peoples* by abbreviation</b>	<b>Identify by applicable letter if the IPR line item will include the supply of goods (G), services (SV), sub-contracting (S), training (T), an employee (E), or an Apprentice (A).</b>	<b>Identify the duration the elements of Column B is required</b>	<b>Total value of the elements in Column B (referred to as "target value")</b>
			\$
			\$
			\$
			\$
			\$
<b>TOTAL VALUE of the Indigenous Participation Requirement to date</b>			\$

\* Indigenous Peoples: **DDC** Daylu Dena Council  
**FNFN** Fort Nelson First Nation

Other description/comments:

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2: Canada reserves the right to audit the content of the report at any time. The Contractor must provide, upon request, detailed information such as invoices, work logs, payroll receipts, etc.

3: The Contractor must indicate if any IPR values were impossible to achieve, explain why they were not met, and provide mitigation measures.

4. R2850D GC5.4 (2014-06-26) Progress Payment is modified to include the following clause:

1, c. a completed and up-to-date cumulative Indigenous Participation Requirement report, in the form described in the Contract, that fully describes all of the Work that has been completed by the Indigenous Peoples toward the performance of the Contract since the beginning of the Contract.

5. R2810D GC1.22 (2017-08-17) Performance evaluation: Contract is modified to include the following clause:

1, f. IPR Achievement, which comprises evaluating if the Contractor has met or exceeded the commitments in the Indigenous Participation Requirement.

**APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**  
(page 1 of 2)

**PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Bidders, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

If you accept fill out and sign page 2 of 2.

*\* The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

**VOLUNTARY CERTIFICATION**

(To be filled out and returned with bid on a voluntary basis)  
(page 2 of 2)

*Note: The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex B.*

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Solicitation Number:	
Number of company employees:	
Number of apprentices planned to be working on this contract:	

Trades of those apprentices:


### APPENDIX 5 - COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, \_\_\_\_\_ (first and last name), as the representative of  
\_\_\_\_\_ (name of business) pursuant to  
\_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that  
\_\_\_\_\_ (name of business) will provide on this Contract who access federal  
government workplaces within Canada where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19;
  - (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
  - (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;
- until such time that Canada indicates that the mandatory vaccination requirements of the Mandatory Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

**ANNEX A - CERTIFICATE OF INSURANCE**  
(Not required at solicitation closing)

**CERTIFICATE OF INSURANCE**

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work ALH BST Conversion to Asphalt Construction Km 485 to Km520 Alaska Highway - BC	Contract No. EZ899- 221823/001/PWY
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured  
**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
Signature	Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

**General**

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

**Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.**

**Commercial General Liability**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

