

INVITATION TO TENDER

RETURN BIDS TO:

Bid Receiving / Agriculture and Agri-Food Canada

Agriculture and Agri-Food Canada
 Eastern Service Centre
 Tender Receiving Unit
 2001 University Street., Suite 671-TEN
 Montréal, Quebec
 H3A 3N2

TENDER TO:

Agriculture and Agri-Food 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 construction listed herein and on any attached sheets at the price(s) set out therefor.

Comments

ISSUING OFFICE

Agriculture and Agri-Food Canada
 Eastern Service Centre
 Tender Receiving Unit
 2001 University Street., Suite 671-TEN
 Montréal, Quebec
 H3A 3N2

Title Replacement of a water main (Phase III)		
Solicitation No. 01B46-14-0076		Date 2014-08-18
Client Reference No. 1415-143610-p01		
File No. 01B46-14-0076		
Solicitation Closes: Tuesday, September 9, 2014, at 02:00 PM, EDT.		
F.O.B <input type="radio"/> Plant <input checked="" type="radio"/> Destination <input type="radio"/> Other		
Address Enquiries to: Carol Rahal		
Title: Contractuel Agent		
Email: carol.rahal@agr.gc.ca		
Telephone Number	Ext.	Fax Number
514 315-6143		514 283-3143
Destination Agriculture and Agri-Food Canada Dairy and Swine Research and Development Centre 2000 College Sherbrooke, QC J1M 0C8		

Instructions: See Herein

Delivery Required October 31, 2014	Delivery Offered	
Vendor / Firm Name and Address		
Telephone Number	Ext.	Fax Number
Name and title of person authorized to sign on behalf of Vendor / Firm (type or print)		
Signature _____		Date _____



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- Bid Bond
- Certificate of Insurance
- Labour and Material Payment Bond
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Appendix "A"

GENERAL INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDERS

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GI01 COMPLETION OF BID

- 1) The bid shall be:
 - (a) submitted on the BID AND ACCEPTANCE FORM provided by AAFC with the bid package or on a clear and legible reproduced copy of such BID AND ACCEPTANCE FORM that must be identical in content and format to the BID AND ACCEPTANCE FORM provided by AAFC;
 - (b) based on the Bid Documents listed in the Special Instructions to Bidders;
 - (c) correctly completed in all respects;
 - (d) signed, with an original signature, by a duly authorized representative of the Bidder; and
 - (e) accompanied by
 - (i) bid security as specified in GI07; and
 - (ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
- 2) Subject to paragraph 6) of GI10, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

GI02 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

- 1) In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of
 - (a) such signing authority; and
 - (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI03 APPLICABLE TAXES

- 1) "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

GI04 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

- 1) For the purposes of GC1.8 LAWS, PERMITS AND TAXES in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI05 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT

- 1) Dredges or other floating plant to be used in the performance of the Work must be of Canadian registry. For dredges or other floating plant that are not of Canadian make or manufacture, the Bidder must obtain a certificate of qualification from Industry Canada and this certificate must accompany the bid. Plant so qualified by Industry Canada may be accepted on this project.

GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS

- 1) Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, the Bidder shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its bid.

GI07 BID SECURITY REQUIREMENTS

- 1) The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.00.

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- 2) A bid bond shall be in an approved form <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appS>, properly completed, with original signature(s) and issued by an approved 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](#).
- 3) A security deposit shall be an original, properly completed, signed where required and be either:
 - (a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada;
- 4) For the purposes of subparagraph 3) (a) of GI07
 - (a) a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI07, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - (c) An approved financial institution is:
 - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the [Canadian Payments Act](#);
 - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the [Income Tax Act](#); or
 - (v) Canada Post Corporation.
- 5) Bonds referred to in subparagraph 3)(b) of GI07 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be:
 - (a) payable to bearer;
 - (b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - (c) registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- 6) As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 7) An irrevocable standby letter of credit referred to in paragraph 6) of GI07 shall
 - (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant) or on its own behalf,
 - (i) is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - (ii) is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - (b) state the face amount which may be drawn against it;
 - (c) state its expiry date;
 - (d) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
 - (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600; pursuant to the ICC UCP; a credit is irrevocable even if there is no indication to that effect; and
 - (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- 8) Bid security shall lapse or be returned as soon as practical following:
 - (a) the solicitation closing date, for those Bidders submitting non-compliant bids; and
 - (b) the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
 - (c) the award of contract, for those Bidders submitting the second and third ranked bids; and
 - (d) the receipt of contract security, for the successful Bidder; or
 - (e) the cancellation of the solicitation, for all Bidders.
- 9) Notwithstanding the provisions of paragraph 8) of GI07 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

GI08 SUBMISSION OF BID

- 1) The Bid and Acceptance Form, duly completed, and the bid security shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated on the INVITATION TO TENDER Form for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.
- 2) Unless otherwise specified in the Special Instructions to Bidders
 - (a) the bid shall be in Canadian currency;
 - (b) exchange rate fluctuation protection is not offered; and
 - (c) any request for exchange rate fluctuation protection shall not be considered.
- 3) Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
 - (a) Solicitation Number;
 - (b) Name of Bidder;
 - (c) Return address; and
 - (d) Closing Date and Time.
- 4) Timely and correct delivery of bids is the sole responsibility of the Bidder.

GI09 REVISION OF BID

- 1) A bid submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder;
- 2) A revision to a bid that includes unit prices must clearly identify the changes(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

GI10 REJECTION OF BID

- 1) Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2) Without limiting the generality of paragraph 1) of GI10, Canada may reject a bid if any of the following circumstances is present:

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under Section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), 380 ("Fraud committed against Her Majesty") or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) ("False entry, certificate or return"), subsection 80(2) ("Fraud against Her Majesty") or Section 154.01 ("Fraud against Her Majesty") of the *Financial Administration Act*;
 - (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - (c) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - (d) the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - (e) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - (f) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - (g) with respect to current or prior transactions with Canada
 - (i) Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
 - (ii) Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 3) In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(g)(ii) of GI10, Canada may consider, but not be limited to, such matters as:
- (a) the quality of workmanship in performing the Work;
 - (b) the timeliness of completion of the Work;
 - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI10, Canada may reject any bid based on an unfavourable assessment of the:
- (a) adequacy of the bid price to permit the work to be carried out and, in the case of a bid

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

providing prices per unit or a combination of lump sum and prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;

- (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - (c) Bidder's performance on other contracts.
- 5) Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI10, other than subparagraph 2)(g) of IT10, the contracting authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
- 6) Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

GI11 BID COSTS

- 1) No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

GI12 COMPLIANCE WITH APPLICABLE LAWS

- 1) By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI12, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 3) Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the bid.

GI13 APPROVAL OF ALTERNATIVE MATERIALS

- 1) When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the bid shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least 10 calendar days prior to the solicitation closing date.

GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

- 1) In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 2) The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- 3) Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.



Appendix "B"

SPECIAL INSTRUCTIONS TO BIDDERS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries during the Solicitation Period
SI03	Non-Mandatory Site Visit
S104	Revision of Bid
S105	Bid Results
SI06	Insufficient Funds
SI07	Bid Validity Period
SI08	Construction Documents
SI09	Web Sites
SI10	Personnel Security Requirements

SI01 BID DOCUMENTS

- 1) The following are the bid documents:
 - (a) INVITATION TO TENDER - Page 1 form AAFC / AAC5323-E;
 - (b) SPECIAL INSTRUCTIONS TO BIDDERS form AAFC / AAC5301-E;
 - (c) GENERAL INSTRUCTIONS TO BIDDERS form AAFC / AAC5313-E;
 - (d) Clauses and Conditions identified in "CONTRACT DOCUMENTS";
 - (e) Drawings and Specifications;
 - (f) BID AND ACCEPTANCE form AAFC / AAC5320-E and any Appendices attached thereto; 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.

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the INVITATION TO TENDER - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G113 of the GENERAL INSTRUCTIONS TO BIDDERS, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the INVITATION TO TENDER - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

SI03 NON-MANDATORY SITE VISIT

- 1) There will be a site visit on Wednesday, September, 3, 2014 at 10:00 AM PM EDT.

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

Interested bidders are to meet at:

Dairy and Swine Research and Development Centre
2000 COLLEGE
SHERBROOKE QC J1M 0C8

SI04 REVISION OF BID

- 1) A bid may be revised by letter or facsimile in accordance with GI09 of the GENERAL INSTRUCTIONS TO BIDDERS. The facsimile number for receipt of revisions is 514 283-3143 .

SI05 BID RESULTS

- 1) Following bid closing, bid results may be obtained from the bid receiving office by email at carol . rahal @agr . gc . ca .

SI06 INSUFFICIENT FUNDING

- 1) 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; and/or
 - (c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI07 BID VALIDITY PERIOD

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in Clause 4 of the BID AND ACCEPTANCE Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, 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 bid.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI10 of the GENERAL INSTRUCTIONS TO BIDDERS.

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

SI08 CONSTRUCTION DOCUMENTS

- 1) The successful contractor will be provided with one paper copy of the sealed and signed plans, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of five (5), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI09 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§ion=text#appL>

Canadian economic sanctions

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

SI10 PERSONNEL SECURITY REQUIREMENTS

- 1) The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract, must meet the following contract security requirements:
 - Unscreened personnel may be used for the work. Unscreened personnel will not need an escort.



Appendix "C"

BID AND ACCEPTANCE FORM



BID AND ACCEPTANCE FORM

CONSTRUCTION CONTRACT - MAJOR WORKS

BA01 IDENTIFICATION					
Description of the Work					
This project consist in the replacement work of a 150 mm in diameter water main made of asbestos concrete and P.V.C. by a new 200 mm in diameter polyvinyl chloride water main on a distance of about 500 m. The works will be conducted at the Swine and Dairy Research and Development Centre located at 2000, College St in Sherbrooke, QC					
Solicitation Number 01B46-14-0076			File / Project Number 1415-143610-p01		
BA02 BUSINESS NAME AND ADDRESS OF BIDDER					
Name					
Address					
Unit/Suite/Apt.	Street number	Number suffix	Street name	Street type	Street direction
PO Box or Route Number			Municipality (City, Town, etc.)	Province	Postal code
Phone number		Fax number		Email address	
BA03 THE OFFER					
1) The Bidder offers to Canada as represented by the Minister of Agriculture and Agri-food Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of:					
\$ _____ excluding Applicable Taxes (GST/HST/QST). (to be expressed in numbers only)					
BA04 BID VALIDITY PERIOD					
1) The bid shall not be withdrawn for a period of <u>60</u> days following the date of solicitation closing.					
BA05 APPENDICES					
1) The following appendices are included in this Bid and Acceptance Form:					
<input checked="" type="checkbox"/> Appendix 1					
<input checked="" type="checkbox"/> Appendix 2					
BA06 ACCEPTANCE AND CONTRACT					
1) Upon acceptance of the Bidder's offer by Canada, a binding Contract shall be formed between Canada and the resulting Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.					
BA07 CONSTRUCTION TIME					
1) The Contractor shall perform and complete the Work <u>on or before 2014-10-31</u>					
BA08 BID SECURITY					
1) The Bidder shall enclose bid security with its bid in accordance with GI07 BID SECURITY REQUIREMENTS.					
2) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture any or all of the security deposit.					

BA09 SIGNATURE

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

Name

Title

Signature

Date

Name

Title

Signature

Date

BID AND ACCEPTANCE FORM
CONSTRUCTION CONTRACT - MAJOR WORKS
APPENDIX 1

UNIT PRICE TABLE					
1) The Unit Price Table designates the Work to which a Unit Price Arrangement applies.					
2) The Price per Unit and the Estimated Total Price must be entered for each Item listed.					
Item No.	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit (Applicable Taxes extra)	Estimated Total Price (Applicable Taxes extra)
1.0	Alignment sector 3 + 000 to 3 + 530,400	N/A	N/A	N/A	N/A
1.1	Water Main	N/A	N/A	N/A	N/A
1.1.1	Connection to existant water main	Unit	1		
1.1.2	200 mm ϕ water pipe	linear meter	490		
1.1.3	200 mm ϕ gate valve	Unit	4		
1.1.4	Fire hydrant	Unit	3		
1.1.5	Fire hydrant and access	Unit	1		
1.1.6	Service entrance	N/A	N/A	N/A	N/A
1.1.6 .1	0.25 mm ϕ	Unit	1		
1.1.6 .2	0.50 mm ϕ	Unit	3		
1.1.6 .3	0.150 mm ϕ	Unit	2		
1.1.7	Leak test, cleaning, disinfection and analysis	linear meter	490		
	Subtotal (articles 1.1.1 to 1.1.7) (excluding taxes)	N/A	N/A	N/A	
1.2	Related works	N/A	N/A	N/A	N/A
1.2.1	Rip rap 100-200, 300 mm tick	m ²	10		
1.2.2	Electrical post removal	Unit	2		
1.2.3	Fire hydrant removal	Unit	3		
	Subtotal (articles 1.2.1 to 1.2.4) (excluding taxes)	N/A	N/A	N/A	
	Grand total (articles 1.1.1 to 1.2.3)(excluding taxes)	N/A	N/A	N/A	
TOTAL ESTIMATED AMOUNT (Transfer amount to box BAO3, above)					

BID AND ACCEPTANCE FORM
CONSTRUCTION CONTRACT - MAJOR WORKS
APPENDIX 2

LIST OF SUBCONTRACTORS

The Bidder will subcontract the parts of the work listed below to the subcontractor named for each part. The Bidder agrees not to make changes in the list of subcontractors without the written consent of the Departmental Representative. The Bidder understands that for each part of the work, if more than one subcontractor is named, or no subcontractor is named, or, the Bidder fails to state that the work will be done by its own forces where applicable, the bid will be subject to disqualification.

LIST OF EQUIPMENT

N/A

LIST OF MATERIALS

N/A



Appendix "D"

MAJOR WORKS - GENERAL CONDITIONS



MAJOR WORKS – GENERAL CONDITIONS

Page 1 of 54

MAJOR WORKS GENERAL CONDITIONS FORM AAFC 5321:

Revision Date

GC1	GENERAL PROVISIONS	Original
GC2	ADMINISTRATION OF THE CONTRACT	Original
GC3	EXECUTION AND CONTROL OF THE WORK	Original
GC4	PROTECTIVE MEASURES	Original
GC5	TERMS OF PAYMENT	Original
GC6	DELAYS AND CHANGES IN THE WORK	Original
GC7	DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT	Original
GC8	DISPUTE RESOLUTION	Original
GC9	CONTRACT SECURITY	Original
GC10	INSURANCE	Original

GC1 GENERAL PROVISIONS

- GC1.1 INTERPRETATION
 - GC1.1.1 Headings and References
 - GC1.1.2 Terminology
 - GC1.1.3 Application of Certain Provisions
 - GC1.1.4 Substantial Performance
 - GC1.1.5 Completion
- GC1.2 CONTRACT DOCUMENTS
 - GC1.2.1 General
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 - GC1.2.3 Security and Protection of Documents and Work
- GC1.3 STATUS OF THE CONTRACTOR
- GC1.4 RIGHTS AND REMEDIES
- GC1.5 TIME OF THE ESSENCE
- GC1.6 INDEMNIFICATION BY THE CONTRACTOR
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- GC1.8 LAWS, PERMITS AND TAXES
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- GC1.11 UNSUITABLE WORKERS
- GC1.12 PUBLIC CEREMONIES AND SIGNS
- GC1.13 CONFLICT OF INTEREST
- GC1.14 AGREEMENTS AND AMENDMENTS
- GC1.15 SUCCESSION
- GC1.16 ASSIGNMENT
- GC1.17 NO BRIBE
- GC1.18 CERTIFICATION - CONTINGENCY FEES
- GC1.19 INTERNATIONAL SANCTIONS

GC1.1 INTERPRETATION

GC1.1.1 Headings and References

- 1) The headings in the contract documents, other than those in the drawings and specifications, form no part of the Contract but are inserted for convenience of reference only.
- 2) A reference made to a part of the Contract by means of numbers preceded by letters is a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein.
- 3) A reference to a paragraph or subparagraph followed by an identifying number, letter or combination thereof is, unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

GC1.1.2 Terminology

- 1) In the Contract

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Contract" means the contract documents referred to as such therein and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;

"Contract Amount" means the amount set out in the Contract to be payable to the Contractor for the Work, subject to the terms and conditions of the Contract, exclusive of Applicable Taxes;

"Contract Security" means any security given by the Contractor to Canada in accordance with the Contract;

"Contractor" means the person contracting with Canada to provide or furnish all labour, Material and Plant for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to Canada.

"Certificate of Completion" means a certificate issued by Canada when the Work reaches Completion;

"Certificate of Measurement" means a certificate issued by Canada certifying the correctness of the final quantities, prices per unit and values of labour, Plant and Material performed, used and supplied by the Contractor for the construction of the part of the Work to which a Unit Price Arrangement applies;

"Certificate of Substantial Performance" means a certificate issued by Canada when the Work reaches Substantial Performance;

"Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor;

"herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

"Lump Sum Arrangement" means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates;

"Material" includes all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;

any partnership, proprietorship, firm, joint venture, consortium or corporation;

"Plant" includes all tools, implements, machinery, vehicles, structures, equipment, articles and things that are necessary for the performance of the Contract, other than Material and those tools customarily provided by a tradesperson in practicing a trade;

"Subcontractor" means a person having a direct contract with the Contractor, subject to GC3.6 SUBCONTRACTING, to perform a part or parts of the Work, or to supply Material customized for the Work;

"Superintendent" means the employee or representative of the Contractor designated by the Contractor to act pursuant to GC2.6 SUPERINTENDENT;

"Supplementary Conditions" means the part of the Contract that amends or supplements the General Conditions;

"Supplier" means a person having a direct contract with the Contractor to supply Plant or Material not customized for the Work;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Amount, or the revised Contract Amount, or the amount that would increase or decrease the Contract Amount and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Unit Price Arrangement" means that part of the Contract that prescribes the product of a price per unit of measurement multiplied by a number of units of measurement for performance of the Work to which it relates;

"Unit Price Table" means the table of prices per unit set out in the Contract;

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the contract documents; and

means a day other than a Saturday, Sunday, or a statutory holiday that is observed by the construction industry in the area of the place of the Work.

GC1.1.3 Application of Certain Provisions

- 1) Any provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Lump Sum Arrangement applies.
- 2) Any provisions of the Contract that are expressly stipulated to be applicable only to a Lump Sum Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement applies.

GC1.1.4 Substantial Performance

- 1) The Work shall be considered to have reached Substantial Performance when
 - (a) the Work or a substantial part thereof has passed inspection and testing and is, in the opinion of Canada, ready for use by Canada or is being used for the intended purposes; and
 - (b) the Work is, in the opinion of Canada, capable of completion or correction at a cost of not more than
 - (i) 3 percent of the first \$500,000;
 - (ii) 2 percent of the next \$500,000; and
 - (iii) 1 percent of the balanceof the Contract Amount at the time this cost is calculated.
- 2) Where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and

- (a) the remainder of the Work or a part thereof cannot be completed by the time specified in the Contract, or as amended in accordance with GC6.5 DELAYS AND EXTENSION OF TIME, for reasons beyond the control of the Contractor; or
- (b) Canada and the Contractor agree not to complete a part of the Work within the specified time;

the cost of that part of the Work that was either beyond the control of the Contractor to complete or Canada and the Contractor have agreed not to complete by the time specified, shall be deducted from the value of the Contract referred to in subparagraph 1)(b) of GC1.1.4 and the said cost shall not form part of the cost of the Work remaining to be done in determining Substantial Performance.

GC1.1.5 Completion

- 1) The Work shall be deemed to have reached Completion when all labour, Plant and Material required have been performed, used or supplied, and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of Canada.

GC1.2 CONTRACT DOCUMENTS**GC1.2.1 General**

- 1) The contract documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2) References in the contract documents to the singular shall be considered to include the plural as the context requires.
- 3) Nothing contained in the contract documents shall create a contractual relationship between Canada and any Subcontractor or Supplier, their subcontractors or suppliers, or their agents or employees.

GC1.2.2 Order of Precedence

- 1) In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
 - (a) any amendment or variation of the contract documents that is made in accordance with the General Conditions;
 - (b) any amendment issued prior to tender closing;
 - (c) Supplementary Conditions;
 - (d) General Conditions;
 - (e) the duly completed Bid and Acceptance Form when accepted;
 - (f) drawings and specifications.

later dates shall govern within each of the above categories of documents.

- 2) In the event of any discrepancy or conflict in the information contained in the drawings and specifications, the following rules shall apply:
 - (a) specifications shall govern over drawings;
 - (b) dimensions shown in figures on a drawings shall govern where they differ from dimensions scaled from the same drawings; and
 - (c) drawings of larger scale govern over those of smaller scale.

GC1.2.3 Security and Protection of Documents and Work

- 1) The Contractor shall guard and protect contract documents, drawings, information, models and copies thereof, whether supplied by Canada or the Contractor, against loss or damage from any cause.
- 2) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of Canada, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that
 - (a) is publicly available from a source other than the Contractor; or
 - (b) is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.
- 3) When the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential, or protected by Canada, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by Canada.
- 4) Without limiting the generality of paragraphs 2) and 3) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential or protected by Canada, Canada shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 5) The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by Canada to the Contractor, and shall be liable to Canada for any loss or damage from any causes.

GC1.3 STATUS OF THE CONTRACTOR

- 1) The Contractor is engaged under the Contract as an independent contractor.

- 2) The Contractor, its subcontractors and suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of Canada.
- 3) For the purposes of the contract the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

GC1.4 RIGHTS AND REMEDIES

- 1) Except as expressly provided in the Contract, the duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

GC1.5 TIME OF THE ESSENCE

- 1) Time is of the essence of the Contract.

GC1.6 INDEMNIFICATION BY THE CONTRACTOR

- 1) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 2) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor, its subcontractors and suppliers and any other person at any tier, in performing the Work.
- 3) For the purposes of paragraph 2) of GC1.6, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC1.7 INDEMNIFICATION BY CANADA

- 1) Subject to the [Crown Liability and Proceedings Act](#), the [Patent Act](#), and any other law that affects Canada's rights, powers, privileges or obligations, Canada shall indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of the Contractor's activities under the Contract that are directly attributable to
 - (a) a lack of or a defect in Canada's title to the Work site if owned by Canada, whether real or alleged; or
 - (b) an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the Contract employing a model, plan or design or any other thing related to the Work that was supplied by Canada to the Contractor.

GC1.8 LAWS, PERMITS AND TAXES

- 1) The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor shall furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.
- 2) Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.
- 3) Prior to the commencement of the Work at the site, the Contractor shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for an owner other than Canada.
- 4) Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify Canada of the amount properly tendered and whether or not the municipal authority has accepted that amount.
- 5) If the municipal authority has not accepted the amount tendered, the Contractor shall pay that amount to Canada within 6 days after the time stipulated in paragraph 4) of GC1.8.
- 6) For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not Canada.
- 7) Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the Work under the Contract.
- 8) In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK, a Contractor who has neither residence nor place of business in the province or territory in which work under the Contract is being performed shall provide Canada with proof of registration with the provincial sales tax authorities in the said province.
- 9) For the purpose of the payment of any Applicable Taxes or the furnishing of security for the payment of any Applicable Taxes arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of Canada after the time of purchase in accordance with GC3.10 MATERIAL PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA, the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any Applicable Taxes payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.
- 10) Federal government departments and agencies are required to pay Applicable Taxes.
- 11) Applicable Taxes will be paid by Canada as provided in the request for payment. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

- 12) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 13) In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 14) Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC1.9 WORKERS' COMPENSATION

- 1) Prior to commencement of Work, at the time of Substantial Performance of the Work, and prior to issuance of the Certificate of Completion, the Contractor shall provide evidence of compliance with workers' compensation legislation applicable to the place of the Work, including payments due thereunder.
- 2) At any time during the term of the Contract, when requested by Canada, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

GC1.10 NATIONAL SECURITY

- 1) If Canada determines that the Work is of a class or kind that involves national security, Canada may order the Contractor to
 - (a) provide Canada with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract; and
 - (b) remove any person from the site of the Work if, in the opinion of Canada, that person may be a risk to the national security;and the Contractor shall comply with the order.
- 2) In all contracts with persons who are to be employed in the performance of the Contract, the Contractor shall make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) of GC1.10.

GC1.11 UNSUITABLE WORKERS

- 1) Canada shall instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of Canada, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the site of the Work.

GC1.12 PUBLIC CEREMONIES AND SIGNS

- 1) The Contractor shall not permit any public ceremony in connection with the Work without the prior consent of Canada.
- 2) The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of Canada.

GC1.13 CONFLICT OF INTEREST

- 1) It is a term of the Contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.

GC1.14 AGREEMENTS AND AMENDMENTS

- 1) The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.
- 2) The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right thereafter to enforce such provision. Nor shall the waiver by either party of any breach of any covenant, term or condition hereof be taken to be held to be a waiver of any further breach of the same covenant, term or condition.
- 3) The Contract may be amended only as provided for in the Contract.

GC1.15 SUCCESSION

- 1) The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.16 ASSIGNMENT, permitted assigns.

GC1.16 ASSIGNMENT

- 1) The Contractor shall not make any assignment of the Contract, either in whole or in part, without the written consent of Canada.

GC1.17 NO BRIBE

- 1) The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

GC1.18 CERTIFICATION - CONTINGENCY FEES

- 1) In this clause
 - (a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its terms;
 - (b) "employee" means a person with whom the Contractor has an employer/employee relationship; and
 - (c) "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#) R.S.C. 1985 c.44 (4th Supplement) as the same may be amended from time to time.
- 2) The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it shall not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.
- 3) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 4) If the Contractor certifies falsely under this section or is in default of the obligations contained therein, Canada may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

GC1.19 INTERNATIONAL SANCTIONS

- 1) Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#)
- 2) It is a condition of the Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 3) By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC7.3 TERMINATION OF CONTRACT.

GC2 ADMINISTRATION OF THE CONTRACT

- GC2.1 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY
- GC2.2 INTERPRETATION OF CONTRACT
- GC2.3 NOTICES
- GC2.4 SITE MEETINGS
- GC2.5 REVIEW AND INSPECTION OF WORK
- GC2.6 SUPERINTENDENT
- GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR
- GC2.8 ACCOUNTS AND AUDITS

GC2.1 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

- 1) Canada shall designate a Departmental Representative and shall notify the Contractor of the name, address and telephone number of the Departmental Representative.
- 2) contract.
- 3) The Departmental Representative shall be authorized to issue notices, instructions and directions to the Contractor and to accept on behalf of Canada any notice, order or other communication from the contractor relating to the Work.
- 4) The Departmental Representative shall, within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract.

GC2.2 INTERPRETATION OF CONTRACT

- 1) If, at any time before Canada has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about
 - (a) the meaning of anything in the drawings and specifications;
 - (b) the meaning to be given to the drawings and specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
 - (c) whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
 - (d) whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
 - (e) what quantity of any of the Work has been completed by the Contractor; or
 - (f) the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

the question shall be decided, subject to the provisions of GC8 DISPUTE RESOLUTION, by Canada.

- 2) The Contractor shall perform the Work in accordance with any decisions of Canada that are made under paragraph 1) of GC2.2 and in accordance with any consequential directions given by Canada.
- 3) If the Contractor fails to comply with any instruction or direction issued by Canada pursuant to the Contract, Canada may employ such methods as Canada deems advisable to do what the Contractor failed to do, and the Contractor shall, on demand, pay Canada an amount that is equal to the aggregate of all costs, expenses and damages incurred or sustained by Canada by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by Canada in doing what the Contractor failed to do.

GC2.3 NOTICES

- 1) Subject to paragraph 3) of GC2.3, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.
- 2) Any notice, order or other communication given in writing in accordance with paragraph 1) of GC2.3 shall be deemed to have been received by either party
 - (a) if delivered personally, on the day that it was delivered;
 - (b) if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; and
 - (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- 3) A notice given under GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS, GC7.2 SUSPENSION OF WORK, and GC7.3 TERMINATION OF CONTRACT shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

GC2.4 SITE MEETINGS

- 1) In consultation with Canada, the Contractor shall arrange site meetings at regular intervals, with all involved parties who are to attend, in order to ensure, among other things, the proper co-ordination of the Work.

GC2.5 REVIEW AND INSPECTION OF WORK

- 1) Canada shall review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of Work completed. Canada shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
- 2) requirements of the Contract, and shall require inspection or testing of Work, whether or not such Work is fabricated, installed, or completed. If such Work is not in accordance with the

requirements of the Contract, the Contractor shall correct the Work and shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having the examination performed.

- 3) The Contractor shall provide Canada with access to the Work and its site at all times, and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by Canada and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, Canada shall be given access to such Work whenever it is in progress.
- 4) The Contractor shall furnish Canada with such information respecting the performance of the Contract as Canada may require, and render every possible assistance to enable Canada to verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.
- 5) If Work is designated for tests, inspections, or approvals in the Contract or by Canada's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give Canada reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give Canada reasonable notice of the date and time of inspections, tests or approvals.
- 6) If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall, if so directed by Canada, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

GC2.6 SUPERINTENDENT

- 1) Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify Canada of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.
- 2) The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.
- 3) Upon request of Canada, the Contractor shall remove any Superintendent who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to Canada.
- 4) The Contractor shall not substitute a Superintendent without the written consent of Canada. If a Superintendent is substituted without such consent, Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to Canada has been substituted.

GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- 1) For the pu
suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site.

A “person” includes any partnership, proprietorship, firm, joint venture, consortium and corporation.

- 2) Without restricting the provisions of paragraph 3) of GC2.6, SUPERINTENDENT, the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because
 - (a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
 - (b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
 - (c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (a) or (b).
- 3) Within two working days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall
 - (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
 - (b) forward a copy of the complaint to Canada by registered mail or courier service; and
 - (c) when the Labour Conditions are applicable under the circumstances of the complaint, forward a copy of the complaint to HRSDC - Labour to the attention of the appropriate Director as described in the Labour Conditions (“HRSDC - Labour” means the labour component of the federal Department of Human Resources and Social Development).
- 4) Within twenty four (24) hours immediately following receipt of a direction from Canada to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom Canada believes to be in breach of the provisions of paragraph 2) of GC2.7.
- 5) No later than thirty (30) days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 6) If a direction is issued pursuant to paragraph 4) of GC2.7, Canada may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9 RIGHT OF SETOFF, whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.
- 7) If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, Canada shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by Canada as a result.
- 8) Canada may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of
 - (a) a written award issued pursuant to the federal [Commercial Arbitration Act](#), R.S.C. 1985, c. 17 (2nd Supp.);

- (b) a written award issued pursuant to the Canadian Human Rights Act, R.S.C. 1985, c. H-6;
 - (c) a written award issued pursuant to provincial or territorial human rights legislation; or
 - (d) a judgement issued by a court of competent jurisdiction.
- 9) If Canada is of the opinion that the Contractor has breached any of the provisions of this clause, Canada may take the Work out of the Contractor's hands pursuant to GC7.1 TAKIN
- 10) Subject to paragraph 7) of GC3.6 SUBCONTRACTING, the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

GC2.8 ACCOUNTS AND AUDITS

- 1) The Contractor shall, in addition to the requirements expressed in paragraph 6) of GC3.4 EXECUTION OF THE WORK, maintain full records of the Contractor's estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available on request to audit and inspection by Canada and the Deputy Receiver General for Canada or by persons designated to act on behalf of either or both of them.
- 2) The Contractor shall allow any of the persons referred to in paragraph 1) of GC2.8 to make copies of and take extracts from any of the records and material, and shall furnish such persons or entities with any information those persons or entities may require from time to time in connection with such records and material.
- 3) The Contractor shall maintain and keep the records intact until the expiration of two years after the date that a Certificate of Completion has been issued or until the expiration of such other period of time as Canada may direct.
- 4) The Contractor shall cause all subcontractors at any tier and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with the requirements of this clause as if they were the Contractor.

GC3 EXECUTION AND CONTROL OF THE WORK

- GC3.1 PROGRESS SCHEDULE
- GC3.2 ERRORS AND OMISSIONS
- GC3.3 CONSTRUCTION SAFETY
- GC3.4 EXECUTION OF THE WORK
- GC3.5 MATERIAL
- GC3.6 SUBCONTRACTING
- GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS
- GC3.8 LABOUR
- GC3.9 TRUCK HAULAGE RATES (CANCELLED)
- GC3.10 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA
- GC3.11 DEFECTIVE WORK
- GC3.12 CLEANUP OF SITE
- GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

GC3.1 PROGRESS SCHEDULE

- 1) The Contractor shall
 - (a) prepare and submit to Canada, prior to the submission of the Contractor's first progress claim, a progress schedule in accordance with the requirements set out in the Contract;
 - (b) monitor the progress of the Work relative to the schedule and update the schedule as stipulated by the contract documents;
 - (c) advise Canada of any revisions to the schedule required as the result of any extension of time for completion of the Contract that was approved by Canada; and
 - (d) prepare and submit to Canada, at the time of issuance of a Certificate of Substantial Performance, an update of any schedule clearly showing a detailed timetable that is acceptable to Canada for the completion of any unfinished Work and the correction of all listed defects.

GC3.2 ERRORS AND OMISSIONS

- 1) The Contractor shall report promptly to Canada any errors, discrepancies, or omissions the Contractor may discover when reviewing the contract documents. In making a review, the Contractor does not assume any responsibility to Canada for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, discrepancies, or omissions in the contract documents prepared by or on behalf of Canada that the Contractor did not discover.

GC3.3 CONSTRUCTION SAFETY

- 1) Subject to GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS, the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.

- 2) Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

GC3.4 EXECUTION OF THE WORK

- 1) The Contractor shall perform, use or supply and pay for, all labour, Plant, Material, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 2) The Contractor shall, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with construction industry standards and in accordance with the progress schedule prepared pursuant to GC3.1 PROGRESS SCHEDULE and shall provide sufficient personnel to fulfil the Contractor's obligations in accordance with that schedule.
- 3) Subject to paragraph 4) of GC3.4, the Contractor shall have complete care, custody and control of the Work and shall direct and supervise the Work so as to ensure compliance with the Contract. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work.
- 4) When requested in writing by Canada, the Contractor shall make appropriate alterations in the method, Plant or workforce at any time Canada considers the Contractor's actions to be unsafe or damaging to either the Work, existing facilities, persons at the site of the Work or the environment.
- 5) The Contractor shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and for the construction methods used in their erection, operation, maintenance and removal. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions if required by law or by the Contract, and in all cases when such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 6) The Contractor shall keep at least one copy of current contract documents, submittals, reports, and records of meetings at the site of the Work, in good order and available to Canada.
- 7) Except for any part of the Work that is necessarily performed away from or off the site of the Work, the Contractor shall confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the contract documents.

GC3.5 MATERIAL

- 1) Unless otherwise specified in the Contract, all Material incorporated in the Work shall be new.
- 2) Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of Material is not available, the Contractor shall apply to Canada to substitute a similar item for the one specified.
- 3) If Canada agrees that the Contractor's application for substitution of a reused, refurbished or recycled item is warranted, and that the substitute item is of acceptable quality and value to

that specified and is suitable for the intended purpose, Canada may approve the substitution, subject to the following:

- (a) the request for substitution shall be made in writing to Canada and shall be substantiated by information in the form of the manufacturer's literature, samples and other data that may be required by Canada;
- (b) the Contractor shall make the request for substitution in a manner that shall not negatively affect the progress schedule of the Contract and well in advance of the time the item of Material must be ordered;
- (c) substitution of Material shall be permitted only with the prior written approval of Canada, and any substituted items that are supplied or installed without such approval shall be removed from the site of the Work at the expense of the Contractor, and specified items installed at no additional cost to Canada; and
- (d) the Contractor shall be responsible for all additional expenses incurred by Canada, the Contractor, its subcontractors and suppliers at any tier due to the Contractor's use of the substitute.

GC3.6 SUBCONTRACTING

- 1) Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the Work.
- 2) The Contractor shall notify Canada in writing of the Contractor's intention to subcontract.
- 3) A notification referred to in paragraph 2) of GC3.6 shall identify the part of the Work and the Subcontractor with whom the Contractor intends to subcontract.
- 4) Canada may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by Canada of a notification referred to in paragraph 2) of GC3.6.
- 5) If Canada objects to a subcontracting, the Contractor shall not enter into the intended subcontract.
- 6) The Contractor shall not change, nor permit to be changed, a Subcontractor engaged by the Contractor, in accordance with this clause, without the written consent of Canada.
- 7) The Contractor shall ensure that all the terms and conditions of the Contract that are of general application shall be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plant or Material.
- 8) Neither a subcontracting nor Canada's consent to a subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Canada.

GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS

- 1) Canada reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.

- 2) When other contractors or workers are sent on to the site of the Work, Canada shall
 - (a) enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
 - (b) ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the Contractor as it affects the Work; and
 - (c) take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
- 3) When other contractors or workers are sent on to the site of the Work, the Contractor shall
 - (a) co-operate with them in the carrying out of their duties and obligations;
 - (b) co-ordinate and schedule the Work with the work of the other contractors and workers;
 - (c) participate with other contractors and workers in reviewing their construction schedules when directed to do so;
 - (d) where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to Canada in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against Canada by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
 - (e) when designated as being responsible for construction safety at the place of work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
- 4) If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor
 - (a) incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and
 - (b) gives Canada written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;

Canada shall pay the Contractor the cost of the extra labour, Plant and Material that was necessarily incurred, calculated in accordance with GC6.4 DETERMINATION OF PRICE.

GC3.8 LABOUR

- 1) To the extent to which they are available, consistent with proper economy and the expeditious carrying out of the Work, the Contractor shall, in the performance of the Work, employ a reasonable number of persons who have been on active service with the Armed Forces of Canada and have been honourably discharged therefrom.

- 2) The Contractor shall maintain good order and discipline among the Contractor's employees and workers engaged in the Work and shall not employ on the site of the Work anyone not skilled in the tasks assigned.

GC3.9 TRUCK HAULAGE RATES

CANCELLED

GC3.10 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA

- 1) Subject to paragraph 9) of GC1.8 LAWS PERMITS AND TAXES, all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work shall, immediately after the time of their purchase, use or consumption be the property of Canada for the purposes of the Work and they shall continue to be the property of Canada
 - (a) in the case of Material, until Canada indicates that the Materials shall not be required for the Work; and
 - (b) in the case of Plant, real property, licences, powers and privileges, until Canada indicates that the interest vested in Canada therein is no longer required for the purposes of the Work.
- 2) Material or Plant, that is the property of Canada by virtue of paragraph 1) of GC3.10, shall not be taken away from the site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of Canada.
- 3) Canada is not liable for loss of nor damage from any cause to the Material or Plant referred to in paragraph 1) of GC3.10, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of Canada.

GC3.11 DEFECTIVE WORK

- 1) The Contractor shall promptly remove from the site of the Work and replace or re-execute defective Work whether or not the defective Work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective Material, or damage through carelessness or other act or omission of the Contractor.
- 2) The Contractor, at the Contractor's expense, shall promptly make good other work destroyed or damaged by such removals or replacements.
- 3) If, in the opinion of Canada, it is not expedient to correct defective Work or Work not performed as provided for in the Contract documents, Canada may deduct from the amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by the contract documents.
- 4) The failure of Canada to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

GC3.12 CLEANUP OF SITE

- 1) The Contractor shall maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.
- 2) Before the issue of a Certificate of Substantial Performance, the Contractor shall remove waste material and debris, and all Plant and Material not required for the performance of the remaining Work and, unless otherwise stipulated in the Contract Documents, shall cause the Work and its site to be clean and suitable for occupancy by Canada.
- 3) Before the issue of a Certificate of Completion, the Contractor shall remove all surplus Plant and Materials and any waste products and debris from the site of the Work.
- 4) The Contractor's obligations described in paragraphs 1) to 3) of GC3.12 do not extend to waste products and other debris caused by Canada's servants, or by other contractors and workers referred to in GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS.

GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- 1) Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the Contractor shall, at the Contractor's expense
 - (a) rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada with respect to those parts of the Work accepted in connection with the Certificate of Substantial Performance within 12 months from the date of Substantial Performance; and
 - (b) rectify and make good any defect or fault that appears in or comes to the attention of Canada in connection with those parts of the Work described in the Certificate of Substantial Performance within 12 months from the date of the Certificate of Completion.
 - (c) transfer and assign, to Canada, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the 12 months stipulated above. Extended warranties or guarantees referred to herein shall not extend the 12-month period whereby the Contractor, except as may be provided elsewhere in the Contract, must rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada.
 - (d) provide, to Canada prior to the issuance of the Certificate of Completion, a list of all extended warranties and guarantees referred to in paragraph (c) above.
- 2) Canada may direct the Contractor to rectify and make good any defect or fault referred to in paragraph 1) of GC3.13 or covered by any other expressed or implied warranty or guarantee and the Contractor shall rectify and make good such defect within the time stipulated in the direction.
- 3) A direction referred to in paragraph 2) GC3.13 shall be in writing and shall be given to the Contractor in accordance with GC2.3 NOTICES.

GC4 PROTECTIVE MEASURES

GC4.1 PROTECTION OF WORK AND PROPERTY

GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS

GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY CANADA

GC4.4 CONTAMINATED SITE CONDITIONS

GC4.1 PROTECTION OF WORK AND PROPERTY

- 1) The Contractor shall protect the Work and its site against loss or damage from any cause
custody and control whether or not such Material, Plant and real property are supplied by
Canada to the Contractor.
- 2) The Contractor shall provide all facilities necessary for the purpose of maintaining security,
and shall assist any person authorized by Canada to inspect or to take security measures in
respect of the Work and its site.
- 3) Canada may direct the Contractor to do such things and to perform such work as Canada
considers reasonable and necessary to ensure compliance with or to remedy a breach of
paragraphs 1) or 2) of GC4.1, and the Contractor, shall comply with such direction.

GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS

- 1) The Contractor shall do whatever is necessary to ensure that
 - (a) no person, property, right, easement nor privilege is injured, damaged or infringed upon
by reasons of the Contractor's activities in performing the Work;
 - (b) pedestrian and other traffic on any public or private road or waterway is not unduly
impeded, interrupted nor endangered by the performance or existence of the Work,
Material or Plant;
 - (c) fire hazards in or about the site of the Work are eliminated and any fire is promptly
extinguished;
 - (d) the health and safety of all persons employed in the performance of the Work is not
endangered by the methods nor means of their performance;
 - (e) adequate medical services are available to all persons employed on the Work or its site
at all times during the performance of the Work;
 - (f) adequate sanitation measures are taken in respect of the Work and its site; and
 - (g) all stakes, buoys and marks placed on the Work or its site by Canada are protected and
are not removed, defaced, altered nor destroyed.
- 2) Canada may direct the Contractor to do such things and to perform such work as Canada
considers reasonable and necessary to ensure compliance with or to remedy a breach of
paragraph 1) of GC4.2, and the Contractor shall comply with the direction of Canada.

GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY CANADA

- 1) Subject to paragraph 2) of GC4.3, the Contractor is liable to Canada for any loss of or damage to Material, Plant or real property that is supplied or placed in the care, custody and control of the Contractor by Canada for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 2) The Contractor is not liable to Canada for any loss or damage to Material, Plant or real property referred to in paragraph 1) of GC4.3 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 3) The Contractor shall not use any Material, Plant or real property supplied by Canada except for the purpose of performing the Contract.
- 4) When the Contractor fails to make good any loss or damage for which the Contractor is liable under paragraph 1) within a reasonable time, Canada may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to Canada for the cost thereof and shall, on demand, pay to Canada an amount equal to that cost.
- 5) The Contractor shall keep records of all Material, Plant and real property supplied by Canada as Canada requires and shall satisfy Canada, when requested, that such Material, Plant and real property are at the place and in the condition in which they ought to be.

GC4.4 CONTAMINATED SITE CONDITIONS

- 1) For the purposes of GC4.4, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
- 2) If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall
 - (a) take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
 - (b) immediately notify Canada of the circumstances in writing; and
 - (c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification from the Contractor, Canada shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of Canada's determination.
- 4) If the Contractor's services are required by Canada, the Contractor shall follow the direction of Canada with regard to any excavation, treatment, removal and disposal of any polluting substance or material.

- 5) Canada, at Canada's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.
- 6) Except as may be otherwise provided for in the Contract, the provisions of GC6.4 DETERMINATION OF PRICE shall apply to any additional work made necessary because of a contaminated site condition.

GC5 TERMS OF PAYMENT

- GC5.1 INTERPRETATION
- GC5.2 AMOUNT PAYABLE
- GC5.3 INCREASED OR DECREASED COSTS
- GC5.4 PROGRESS PAYMENT
- GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK
- GC5.6 FINAL COMPLETION
- GC5.7 PAYMENT NOT BINDING ON CANADA
- GC5.8 CLAIMS AND OBLIGATIONS
- GC5.9 RIGHT OF SETOFF
- GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION
- GC5.11 DELAY IN MAKING PAYMENT
- GC5.12 INTEREST ON SETTLED CLAIMS
- GC5.13 RETURN OF SECURITY DEPOSIT

GC5.1 INTERPRETATION

In these Terms of Payment

- 1) The "payment period" means a period of 30 consecutive days or such other longer period as may be agreed between the Contractor and Canada.
- 2) An amount is "due and payable" when it is due and payable by Canada to the Contractor according to GC5.4 PROGRESS PAYMENT, GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK or GC5.6 FINAL COMPLETION.
- 3) An amount is "due and payable" when it is due and payable by Canada to the Contractor which it is due and payable.
- 4) The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada.
- 5) The "Bank Rate" means the rate of interest established by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.
- 6) The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

GC5.2 AMOUNT PAYABLE

- 1) Subject to any other provisions of the Contract, Canada shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by Canada to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to Canada, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.
- 2) When making any payment to the Contractor, the failure of Canada to deduct an amount payable to Canada by the Contractor shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

- 3) Should any payment be made by Canada in excess of what is owed to the Contractor for the actual work performed, the Contractor will reimburse Canada the excess immediately, with or without demand, and any amounts outstanding shall bear simple interest at the Average Bank rate plus 3 percent per annum from the date of overpayment until the day prior to the date of repayment by the Contractor.
- 4) No payment other than a payment that is expressly stipulated in the Contract shall be made by Canada to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

GC5.3 INCREASED OR DECREASED COSTS

- 1) The Contract Amount shall not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment arising pursuant to the Labour Conditions.
- 2) Notwithstanding paragraph 1) of GC5.3, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs
 - (a) after the date of submission by the Contractor of its bid; or
 - (b)the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.3.
- 3) If a change referred to in paragraph 2) of GC5.3 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by Canada of the relevant records of the Contractor referred to in GC2.8 ACCOUNTS AND AUDITS to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.
- 4) For the purpose of paragraph 2) of GC5.3, if a tax is changed after the solicitation closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
- 5) Notwithstanding paragraphs 2) to 4) of GC5.3, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

GC5.4 PROGRESS PAYMENT

- 1) On the expiration of a payment period, the Contractor shall deliver to Canada
 - (a) a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and
 - (b) a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with

respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as “subcontractors and suppliers”, have been fully discharged.

- 2) Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
 - (a) is in accordance with the Contract; and
 - (b) was not included in any other progress report relating to the Contract.
- 3) Subject to GC5.2 AMOUNT PAYABLE, and paragraph 5) of GC5.4, Canada shall pay the Contractor an amount that is equal to
 - (a) 95 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has been furnished by the Contractor; or
 - (b) 90 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has not been furnished by the Contractor.
- 4) Canada shall pay the amount referred to in paragraph 3) of GC5.4 not later than
 - (a) 30 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or
 - (b) progress schedule, in accordance with GC3.1 PROGRESS SCHEDULE,whichever is later.
- 5) In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

- 1) If, at any time before the issuance of a Certificate of Completion, Canada determines that the Work has reached Substantial Performance as described in subparagraph 1) (b) of GC1.1.4 SUBSTANTIAL PERFORMANCE, Canada shall issue a Certificate of Substantial Performance to the Contractor. The Certificate of Substantial Performance shall state or describe
 - (a) the date of Substantial Performance;
 - (b) the parts of the Work not completed to the satisfaction of Canada; and
 - (c) all things that must be done by the Contractor before a Certificate of Completion is issued and before the 12-month warranty period referred to in GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK commences for the said parts and all the said things.

- 2) The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.11 DEFECTIVE WORK.
- 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 4) of GC5.5, Canada shall pay the Contractor the amount referred to in paragraph 1) of GC5.2 AMOUNT PAYABLE, less the aggregate of
 - (a) the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT;
 - (b) an amount that is equal to Canada's estimate of the cost to Canada of rectifying defects described in the Certificate of Substantial Performance; and
 - (c) an amount that is equal to Canada's estimate of the cost to Canada of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
- 4) Canada shall pay the amount referred to in paragraph 3) of GC5.5 not later than
 - (a) 30 days after the date of issue of a Certificate of Substantial Performance, or
 - (b) 15 days after the Contractor has delivered to Canada
 - (i) a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations with respect to the Labour Conditions, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the work under the Contract, and discharged its lawful obligations referred to in GC1.8 LAWS, PERMITS AND TAXES;
 - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION; and
 - (iii) an update of the progress schedule in accordance with the requirements of GC3.1 PROGRESS SCHEDULE;

whichever is later.

GC5.6 FINAL COMPLETION

- 1) When Canada is of the opinion that the Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Work has been completed as described in GC1.1.5 COMPLETION, Canada shall issue a Certificate of Completion to the Contractor and, if the Work or a portion of the Work is subject to a Unit Price Arrangement, Canada shall issue a Certificate of Measurement that shall, subject to GC8, be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.
- 2) Subject to GC5.2 AMOUNT PAYABLE and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2 AMOUNT PAYABLE, less the aggregate of the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT and GC5.5 SUBSTANTIAL PERFORMANCE OF WORK.
- 3) Canada shall pay the amount referred to in paragraph 2) of GC5.6 not later than
 - (a) 60 days after the date of issue of a Certificate of Completion; or

- (b) 15 days after the Contractor has delivered to Canada
 - (i) a statutory declaration which contains a declaration by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied; and
 - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION;

whichever is later.

GC5.7 PAYMENT NOT BINDING ON CANADA

- 1) Neither acceptance of a progress claim or progress report, nor any payment made by Canada under the Contract, nor partial or entire use or occupancy of the Work by Canada shall constitute an acceptance by Canada of any portion of the Work or Material that is not in accordance with the requirements of the Contract.

GC5.8 CLAIMS AND OBLIGATIONS

- 1) The Contractor shall discharge all the Contractor's lawful obligations and shall satisfy all lawful claims against the Contractor arising out of the performance of the Work at least as often as the Contract requires Canada to pay the Contractor.
- 2) Whenever requested to do so by Canada, the Contractor shall make a statutory declaration declaring to the existence and condition of any obligations and claims against the Contractor arising out of the performance of the Work.
- 3) In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or its Subcontractors arising out of the performance of the Contract, Canada may pay an amount that is due and payable to the Contractor directly to the claimant. Such payment is, to the extent that it is not otherwise provided for in the Contract, to be paid to the Contractor and may be deducted from any amount payable to the Contractor under the Contract.
- 4) For the purposes of paragraph 3) of GC5.8, and subject to paragraph 6) of GC5.8, a claim or obligation shall be considered lawful when it is so determined by
 - (a) a court of legal jurisdiction;
 - (b) an arbitrator duly appointed to arbitrate the claim; or
 - (c) the written consent of the Contractor authorizing payment of the claim or obligation.
- 5) If a claim or obligation would have been subject to the provisions of Provincial or Territorial lien legislation or, in the Province of Quebec, the law relating to legal hypothecs had the Contractor been performing the Work for an entity other than Canada
 - (a) such amount as may be paid by Canada pursuant to paragraphs 3) and 4) of GC5.8 shall not exceed the amount that the Contractor would have been obliged to pay had the provisions of such legislation or law been applicable to the Work;

- (b) a claimant need not comply with the provisions of such legislation, setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had; and
 - (c) for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by such legislation.
- 6) The Contractor shall, at the request of any claimant, submit to binding arbitration those questions that need to be answered to establish the entitlement of the claimant to payment. The arbitration shall have as parties to it any Subcontractor or Supplier to whom the claimant supplied Material, performed work or rented equipment should such Subcontractor or Supplier wish to be adjoined, and Canada shall not be a party to such arbitration. Subject to any agreement between the Contractor and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the site of the Work.
- 7) Paragraph 3) of GC5.8 shall apply only to claims and obligations
- (a) the notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable and has been received by Canada in writing before final payment is made to the Contractor pursuant to GC5.6 FINAL COMPLETION, and within 120 days of the date on which the claimant
 - (i) should have been paid in full under the claimant's contract with the Contractor, its Subcontractor or Supplier if the claim is for money that was lawfully required to be held back from the claimant; or
 - (ii) performed the last of the services, work or labour, or furnished the last of the Material pu Subcontractor or Supplier where the claim is for money not lawfully required to be held back from the claimant; and
 - (b) the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.8, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.8 was received by Canada.
- 8) Upon receipt of a notice of claim, Canada may withhold, from any amount that is due and payable to the Contractor pursuant to the Contract, the full amount of the claim or any portion thereof.
- 9) Canada shall notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of Canada to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with Canada, security in a form acceptable to Canada in an amount equal to the value of the claim, and upon receipt of such security Canada shall release to the Contractor any funds that would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

GC5.9 RIGHT OF SETOFF

- 1) Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, Canada may set off any amount payable to Canada by the Contractor under the

Contract, or under any current contract, against any amount payable to the Contractor under the Contract.

- 2) For the purposes of paragraph 1) of GC5.9, "current contract" means a contract between Canada and the Contractor
 - (a) under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
 - (b) in respect of which Canada has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

- 1) For the purposes of this clause
 - (a) the Work shall be deemed to be completed on the date of the Certificate of Completion; and
 - (b) the "period of delay" means the number of days commencing on the day fixed for completion of the Work and ending on the day immediately preceding the day on which the Work is completed but does not include any day within a period of extension granted pursuant to GC6.5 DELAYS AND EXTENSION OF TIME and any other day on which, in the opinion of Canada, completion of the Work was delayed for reasons beyond the control of the Contractor.
- 2) If the Contractor does not complete the Work by the day fixed for its completion but completes it thereafter, the Contractor shall pay Canada an amount equal to the aggregate of
 - (a) all salaries, wages and travelling expenses incurred by Canada in respect of persons overseeing the performance of the Work during the period of delay;
 - (b) the cost incurred by Canada as a result of the inability to use the completed Work for the period of delay; and
 - (c) all other expenses and damages incurred or sustained by Canada during the period of delay as a result of the Work not being completed by the day fixed for its completion.
- 3) Canada may waive the right of Canada to the whole or any part of the amount payable by the Contractor pursuant to paragraph 2) of GC5.10 if, in the opinion of Canada, it is in the public interest to do so.

GC5.11 DELAY IN MAKING PAYMENT

- 1) Notwithstanding GC1.5 TIME OF THE ESSENCE, any delay by Canada in making any payment when it is due pursuant to GC5 TERMS OF PAYMENT, shall not be a breach of the Contract by Canada.
- 2) Subject to paragraph 3) of GC5.11, Canada shall pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is overdue pursuant to paragraph 3) of GC5.1 INTERPRETATION, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.

- 3) Interest shall be paid without demand by the Contractor except that
 - (a) in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands after such amounts have become due and payable; and
 - (b) interest shall not be payable or paid on overdue advance payments, if any.

GC5.12 INTEREST ON SETTLED CLAIMS

- 1) For the purposes of this clause, a claim means a disputed amount subject to negotiation between Canada and the Contractor under the Contract.
- 2) A claim is deemed to have been settled when an agreement in writing is signed by Canada and the Contractor setting out the amount of the claim to be paid by Canada and the items of work for which the said amount is to be paid.
- 3) A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the Contract had it not been disputed.
- 4) Canada shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 percent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

GC5.13 RETURN OF SECURITY DEPOSIT

- 1) After a Certificate of Substantial Performance has been issued, and if the Contractor is not in breach of nor in default under the Contract, Canada shall return to the Contractor all or any part of a Security Deposit that, in the opinion of Canada, is not required for the purposes of the Contract.
- 2) After a Certificate of Completion has been issued, Canada shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
- 3) If the security deposit was paid into the Consolidated Revenue Fund of Canada, Canada shall pay interest thereon to the Contractor at a rate established pursuant to section 21(2) of the [*Financial Administration Act \(FAA\)*](#).

GC6 DELAYS AND CHANGES IN THE WORK

- GC6.1 CHANGES IN THE WORK
- GC6.2 CHANGES IN SUBSURFACE CONDITIONS
- GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST
- GC6.4 DETERMINATION OF PRICE
 - GC6.4.1 Price Determination Prior to Undertaking Changes
 - GC6.4.2 Price Determination Following Completion of Changes
 - GC6.4.3 Price Determination - Variations in Tendered Quantities
- GC6.5 DELAYS AND EXTENSION OF TIME

GC6.1 CHANGES IN THE WORK

- 1) At any time before issuance of a Certificate of Completion, Canada may issue orders for additions, deletions or other changes to the Work, or changes in the location or position of the whole or any part of the Work, if the addition, deletion, change or other revision is deemed by Canada to be consistent with the general intent of the Contract.
- 2) An order referred to in paragraph 1) of GC6.1 shall be in writing and given to the Contractor in accordance with GC2.3 NOTICES.
- 3) Upon receipt of an order, the Contractor shall promptly perform the work in accordance with the order as if the order had appeared in and been part of the original Contract.
- 4) If anything done or omitted by the Contractor pursuant to an order increases or decreases the cost of the Work to the Contractor, payment for the work shall be made in accordance with GC6.4 DETERMINATION OF PRICE.

GC6.2 CHANGES IN SUBSURFACE CONDITIONS

- 1) If, during the performance of the Work, the Contractor encounters subsurface conditions that are substantially different from the subsurface conditions described in the tender documents supplied to the Contractor, or a reasonable assumption of fact based thereon, the Contractor shall give notice to Canada immediately upon becoming aware of the situation.
- 2) If the Contractor is of the opinion that the Contractor may incur or sustain any extra expense or any loss or damage that is directly attributable to the changed subsurface conditions, the Contractor shall within 10 days of the date the changed subsurface conditions were encountered, give Canada written notice of intention to claim for that extra expense, loss or damage.
- 3) If the Contractor has given a notice referred to in paragraph 2) of GC6.2, the Contractor shall give Canada a written claim for extra expense, loss or damage no later than 30 days after the date that a Certificate of Substantial Performance is issued.
- 4) A written claim referred to in paragraph 3) of GC6.2 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified, and the Contractor shall supply such further and other information for that purpose as Canada requires.
- 5) If Canada determines that a claim referred to in paragraph 3) of GC6.2 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4 DETERMINATION OF PRICE.

- 6) If, in the opinion of Canada, the Contractor effects a saving of expenditure that is directly attributable to a substantial difference between the information relating to subsurface conditions at the site of the Work that is contained in the tender documents, or a reasonable assumption of fact based thereon, and the actual subsurface conditions encountered by the Contractor, the Contract Amount shall be reduced by the amount of the saving of expenditure determined in accordance with GC6.4 DETERMINATION OF PRICE.
- 7) If the Contractor fails to give a notice referred to in paragraph 2) of GC6.2 and a claim referred to in paragraph 3) of GC6.2 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.
- 8) Canada does not warrant the content expressed in any subsurface report available for the perusal of the Contractor that does not form part of the tender and contract documents.

GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST

- 1) For the purposes of this clause
 - (a) "human remains" means the whole or any part of a deceased human being, irrespective of the time of death;
 - (b) "archaeological remains" are items, artefacts or things made, modified or used by human beings in antiquity and may include, but not be limited to, stone, wood or iron structures or monuments, dump deposits, bone artefacts, weapons, tools, coins, and pottery; and
 - (c) "items of historical or scientific interest" are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.
- 2) If, during the course of the Work, the Contractor encounters any object, item or thing which is described in paragraph 1) of GC6.3 or which resembles any object, item or thing described in paragraph 1) of GC6.3, the Contractor shall
 - (a) take all reasonable steps, including stopping work in the affected area, to protect and preserve the object, item or thing;
 - (b) immediately notify Canada of the circumstances in writing; and
 - (c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification in accordance with subparagraph 2)(b) of GC6.3, Canada shall promptly determine whether the object, item or thing is one described in, or contemplated by paragraph 1) of GC6.3, and shall notify the Contractor in writing of any action to be performed, or work to be carried out, by the Contractor as a result of Canada's determination.
- 4) Canada may, at any time, enlist the services of experts to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the Contractor, and the Contractor shall, to the satisfaction of Canada, allow them access and co-operate with them in the carrying out of their duties and obligations.

- 5) Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the Work shall be deemed to be the property of Canada.
- 6) Except as may be otherwise provided for in the Contract, the provisions of GC6.4 DETERMINATION OF PRICE and GC6.5 DELAYS AND EXTENSION OF TIME shall apply.

GC6.4 DETERMINATION OF PRICE

GC6.4.1 Price Determination Prior to Undertaking Changes

- 1) If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus a negotiated allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount.
- 2) If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
- 3) A price per unit referred to in paragraph 2) of GC6.4.1 shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus a negotiated allowance.
- 4) To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the negotiated allowance.
- 5) If no agreement is reached as contemplated in paragraph 1) of GC6.4.1, the price shall be determined in accordance with GC6.4.2.
- 6) If no agreement is reached, as contemplated in paragraphs 2) and 3) of GC6.4.1, Canada shall determine the class and the unit of measurement of the item of labour, Plant or Material and the price per unit shall be determined in accordance with GC6.4.2.

GC6.4.2 Price Determination Following Completion of Changes

- 1) If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of
 - (a) all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph 2) of GC6.4.2, that are directly attributable to the performance of the Contract;
 - (b) an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is equal to 10 percent of the sum of the expenses referred to in subparagraph 1)(a) of GC6.4.2; and
 - (c) interest on the amounts determined under subparagraphs 1)(a) and 1)(b) of GC6.4.2 calculated in accordance with GC5.12 INTEREST ON SETTLED CLAIMS;

- 2) The cost of labour, Plant and Material referred to in subparagraph 1)(a) of GC6.4.2 shall be limited to the following categories of expenditure:
- (a) payments to Subcontractors and Suppliers;
 - (b) wages, salaries, bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
 - (c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
 - (d) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
 - (e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
 - (f) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
 - (g) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
 - (h) any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

GC6.4.3 Price Determination - Variations in Tended Quantities

- 1) Except as provided in paragraphs 2), 3), 4) and 5) of GC6.4.3, if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
- 2) If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with
- (a) detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and

- (b) the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
- 3) If agreement is not reached as contemplated in paragraph 2) of GC6.4.3, the price per unit shall be determined in accordance with GC6.4.2.
 - 4) If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if
 - (a) there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
 - (b) the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
 - 5) For the purposes of the negotiation referred to in paragraph 4) of GC6.4.3
 - (a) the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - (b) in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph 4) of GC6.4.3 exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

GC6.5 DELAYS AND EXTENSION OF TIME

- 1) Upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, Canada may extend the time for completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its completion.
- 2) The Contractor's application shall be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
- 3) Subject to paragraph 4) of GC6.5, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.
- 4) If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall give Canada written notice of intention to claim for that extra expense or loss or damage within ten working days of the date the neglect or delay first occurred.
- 5) When the Contractor has given a notice referred to in paragraph 4) of GC6.5, the Contractor shall give Canada a written claim for the extra expense, loss or damage no later than 30 days after the date that a Certificate of Completion is issued and not afterwards.

- 6) A written claim referred to in paragraph 5) of GC6.5 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as Canada may require.
- 7) If Canada determines that a claim referred to in paragraph 5) of GC6.5 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4 DETERMINATION OF PRICE.
- 8) If the Contractor fails to give a notice referred to in paragraph 4) and a claim referred to in paragraph 5) of GC6.5 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.

GC7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT

GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

GC7.2 SUSPENSION OF WORK

GC7.3 TERMINATION OF CONTRACT

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 1) By giving notice in writing to the Contractor in accordance with GC2.3 NOTICES, Canada, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as Canada sees fit to have the Work completed if the Contractor:
 - (a) fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of Canada within six days of Canada giving notice to the Contractor in writing in accordance with GC2.3 NOTICES;
 - (b) defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
 - (c) becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the [Bankruptcy and Insolvency Act](#);
 - (d) abandons the work;
 - (e) makes an assignment of the Contract without the consent required by GC1.16 ASSIGNMENT; or
 - (f) otherwise fails to observe or perform any of the provisions of the Contract.
- 2) If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay Canada, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.
- 3) If the whole or any part of the Work that is taken out of the Contractor's hands is completed by Canada, Canada may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by Canada that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating Canada for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 4) The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
- 5) If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its suppliers or subcontractors at any tier, under the Contract shall continue to be the property of Canada without compensation.

- 6) When Canada certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that Plant, Material, or interest, it shall revert to the Contractor.
- 7) If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the [Bankruptcy and Insolvency Act](#), the Contractor shall immediately forward a copy of the proposal or the notice of intention to Canada.

GC7.2 SUSPENSION OF WORK

- 1) _____ require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.3 NOTICES.
- 2) When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that Canada determines are necessary for the care and preservation of the Work, Plant and Material.
- 3) During a period of suspension, the Contractor shall not remove any part of the Work, Plant or Material from its site without the consent of Canada.
- 4) If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC6.4 DETERMINATION OF PRICE.
- 5) If a period of suspension is more than 60 days, Canada and the Contractor may agree that the performance of the Work shall be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by Canada and the Contractor. If Canada and the Contractor do not agree that performance of the Work shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3 TERMINATION OF CONTRACT.

GC7.3 TERMINATION OF CONTRACT

- 1) Canada may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC2.3 NOTICES.
- 2) If the Contractor receives a notice of termination, the Contractor shall forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the notice.
- 3) Subject to paragraph 4) of GC7.3, if the Contract is terminated, Canada shall pay the Contractor an amount determined to be due to the Contractor pursuant to GC6.4 DETERMINATION OF PRICE less the aggregate of all amounts that were paid to the Contractor by Canada and all amounts that are due to Canada from the Contractor pursuant to the Contract.
- 4) In no event shall the total amount payable by Canada to the Contractor exceed the amount, calculated in accordance with GC5 TERMS OF PAYMENT, that would have been payable to the Contractor had the Contractor completed the Work.

- 5) Payment to the Contractor, if any, shall be made as soon as practicable under the circumstances.

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

- 1) If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, Canada may convert a security deposit to Canada's own use.
- 2) If Canada converts a security deposit, the amount realized shall be deemed to be an amount due from Canada to the Contractor under the Contract.
- 3) Any balance of the amount realized that remains after payment of all losses, damage and claims of Canada and others shall be paid by Canada to the Contractor if, in the opinion of Canada, it is not required for the purposes of the Contract.

GC8 DISPUTE RESOLUTION

- GC8.1 INTERPRETATION
- GC8.2 CONSULTATION AND CO-OPERATION
- GC8.3 NOTICE OF DISPUTE
- GC8.4 NEGOTIATION
- GC8.5 MEDIATION
- GC8.6 CONFIDENTIALITY
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 - GC8.8.4 Appointment of Project Mediator
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 - GC8.8.6 Time and Place of Mediation
 - GC8.8.7 Representation
 - GC8.8.8 Procedure
 - GC8.8.9 Settlement Agreement
 - GC8.8.10 Termination of Mediation
 - GC8.8.11 Costs
 - GC8.8.12 Subsequent Proceedings

GC8.1 INTERPRETATION

- 1) "dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to Canada in accordance with paragraph 2 of GC8.3 NOTICE OF DISPUTE, and includes any claim by the Contractor arising from such disagreement and any counterclaim by Canada, but does not include any claim by either party for punitive or exemplary damages, injury to persons, death, or any claim based on an allegation of libel or slander.
- 2) The alternative dispute resolution procedures set out in GC8, do not apply to any claim by Canada against the Contractor except any counterclaim in a dispute as defined in paragraph 1 of GC8.1, including, but not limited to, any claim of setoff regarding any amount due to Canada under GC5.10 ASSESSMENT AND DAMAGES FOR LATE COMPLETION.

GC8.2 CONSULTATION AND CO-OPERATION

- 1) The parties agree to maintain open and honest communication throughout the performance of the Contract.
- 2) The parties agree to consult and co-operate with each other in the furtherance of the Work and the resolution of problems or differences that may arise.

GC8.3 NOTICE OF DISPUTE

- 1) Any difference between the parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by the Contractor against Canada, and which is not settled by consultation and co-operation as envisaged in GC8.2 CONSULTATION AND CO-OPERATION, shall be resolved in the first instance by Canada, whose written decision or direction shall be final and binding subject only to the provisions of

GC8. Such written decision or direction includes, but is not limited to, any written decision or direction by Canada under any provision of the General Conditions.

- 2) The Contractor shall be deemed to have accepted the decision or direction of Canada referred to in paragraph 1) of GC8.3 and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction unless, within 15 working days after receipt of the decision or direction, the Contractor submits to Canada a written notice of dispute requesting formal negotiation under GC8.4 NEGOTIATION. Such notice shall refer specifically to GC8.4 NEGOTIATION, and shall specify the issues in contention and the relevant provisions of the Contract.
- 3) The giving of a written notice in accordance with paragraph 2) of GC8.3 shall not relieve the Contractor from complying with the decision or direction that is the subject of the dispute. Such compliance, however, shall not be construed as an admission by the Contractor of the correctness of such decision or direction.
- 4) If a dispute is not resolved promptly, Canada shall give such instructions as, in Canada's opinion, are necessary for the proper performance of the Work and to prevent delays pending a resolution of the matter. Unless Canada terminates the Contract, orders the Contractor to suspend the Work, or takes the Work out of the hands of the Contractor, the Contractor shall continue to perform the Work in accordance with the provisions and requirements of the Contract and the instructions of Canada. Such performance shall not prejudice any claim that the Contractor may have.
- 5) Nothing in GC8 relieves the Contractor from its obligation to provide any other notice required by the Contract within the time specified in the Contract, including but not limited to, any notice required under GC6.2 CHANGES IN SUBSURFACE CONDITIONS.

GC8.4 NEGOTIATION

- 1) Within 10 working days after receipt by Canada of a notice referred to in paragraph 2) of GC8.3 NOTICE OF DISPUTE, or within such other period of time as may be mutually agreed to, the parties shall commence formal negotiations in order to resolve the dispute. Negotiations shall occur initially between representatives of the Contractor and Canada who play a direct supervisory role in the performance, administration or management of the Contract.
- 2) If the representatives referred to in paragraph 1) of GC8.4 are unable to resolve some or all of the issues which are the subject of the negotiations within 10 working days, the parties shall refer the remaining issues which are in dispute to a second level of negotiation between a principal or principals of the Contractor and a senior level manager or senior level managers representing Canada.
- 3) If negotiations fail to resolve the dispute within 30 working days from the date of delivery of the notice referred to in paragraph 2) of GC8.3 NOTICE OF DISPUTE, or within such longer period as may have been agreed to by the parties, the Contractor may, by giving written notice to Canada, in accordance with GC2.3 NOTICES, within 10 working days from the end of such period, request that mediation be undertaken to assist the parties to reach agreement on the outstanding issues.
- 4) If the Contractor does not request mediation within the period permitted by paragraph 3) of GC8.4, the Contractor shall be deemed to have accepted the decision or direction of Canada under paragraph 1) of GC8.3 NOTICE OF DISPUTE and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction.

GC8.5 MEDIATION

- 1) If the Contractor has requested mediation in accordance with paragraph 3) of GC8.4 NEGOTIATION, mediation shall be conducted in accordance with GC8.8 RULES FOR MEDIATION OF DISPUTES.
- 2) If a Project Mediator has not previously been appointed for the purposes of the Contract, a Project Mediator shall be appointed in accordance with GC8.8 RULES FOR MEDIATION OF DISPUTES forthwith after delivery of a notice in accordance with paragraph 3) of GC8.4 NEGOTIATION, requesting mediation.
- 3) If the dispute has not been resolved within
 - (a) Ten (10) working days following the appointment of a Project Mediator in accordance with paragraph 2) of GC8.5, if a Project Mediator was not previously appointed;
 - (b) Ten (10) working days following receipt by Canada of a written notice in accordance with paragraph 3) of GC8.4 NEGOTIATION, if a Project Mediator was previously appointed; or
 - (c) such other longer period as may have been agreed to by the parties;

the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

GC8.6 CONFIDENTIALITY

- 1) All information exchanged during alternative dispute resolution procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during an alternative dispute resolution process.

GC8.7 SETTLEMENT

- 1) Any agreement to settle all or any part of a dispute, by whatever means, shall be in writing and be signed by the parties or their authorized representatives.

GC8.8 RULES FOR MEDIATION OF DISPUTES

GC8.8.1 Interpretation

In these Rules

- 1) Coordinator.

GC8.8.2 Application

- 1) By mutual agreement, the parties may change or make additions to the Rules.

GC8.8.3 Communication

- 1) Written communications pursuant to these Rules shall be given in accordance with GC2.3 NOTICES.

GC8.8.4 Appointment of Project Mediator

- 1) The parties to the Contract may, by mutual consent, at any time after entry into the Contract, appoint a mediator (the "Project Mediator") to conduct mediation proceedings in accordance with these Rules for Mediation of Disputes, in regard to any dispute that may arise with regard to the interpretation, application or administration of the Contract. In this case, they shall jointly enter into a contract with the appointed Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
- 2) If the parties do not appoint a Project Mediator pursuant to paragraph 1) of GC8.8.4, the parties shall appoint a Project Mediator within 17 working days following receipt of a written notice from the Contractor, in accordance with GC2.3 NOTICES, requesting that mediated negotiations be undertaken in accordance with these Rules to assist the parties to reach agreement on any outstanding issues that may be in dispute. Any contract entered into with the appointed Project Mediator shall meet the requirements as set out for the contract described in paragraph 1) of GC8.8.4.
- 3) When mediation is requested by the Contractor pursuant to paragraph 3) of GC8.4 NEGOTIATION, if the parties have previously entered into a contract with a Project Mediator, the parties shall within 2 days send to both the Project Mediator and the Coordinator
 - (a) a copy of the notice requesting negotiation under paragraph 2) of GC8.3 NOTICE OF DISPUTE;
 - (b) a copy of Canada's written position in relation to the notice, the issues in contention and the relevant provisions of the contract; and
 - (c) GC8.4 NEGOTIATION.
- 4) If the parties have not agreed on a Project Mediator, the parties shall forthwith provide the Coordinator with the written materials referred to in subparagraphs 3)(a), 3)(b) and 3)(c) of GC8.8.4 together with a request that the Coordinator assist in the appointment of a mutually acceptable Project Mediator in accordance with these Rules.
- 5) Within 5 working days following receipt of the request and materials referred to in paragraph 4) of GC8.8.4, the Coordinator shall provide the parties with a list of qualified private sector mediators obtained from an independent and impartial entity, together with instructions to each party to individually and confidentially select and rank their preferred and fully acceptable choices of mediator in descending order. Each mediator listed shall be impartial and independent of the parties, and shall be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.
- 6) Within 10 working days of receipt of the list referred to in paragraph 5) of GC8.8.4 each party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.

- 7) Within 2 working days following receipt of the completed listings, the Coordinator shall select the highest common ranked mediator to act as Project Mediator for the purposes of the contract.
- 8) In the event of a tie, the Coordinator shall consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a Project Mediator acceptable to both parties. If the parties cannot agree upon a Project Mediator, the Coordinator shall forthwith provide the parties with a second list of mediators and the procedure shall be repeated.
- 9) If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, the Coordinator shall use reasonable efforts to negotiate a contract with a mutually acceptable Project Mediator on behalf of the parties, which contract shall incorporate or otherwise comply with the provisions of these Rules. If negotiations are unsuccessful, or if for other reason the individual is unwilling or unable to enter into a contract to act as Project Mediator, the Coordinator shall repeat the process with the second-highest common ranked mediator.
- 10) The parties agree that, upon successful completion of the negotiations referred to in paragraph 9) of GC8.8.4, they shall jointly enter into a contract with the selected Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
- 11) Upon execution of the contract with the Project Mediator referred to in paragraph 10) of GC8.8.4 the Coordinator shall provide the Project Mediator with copies of the documents referred to in paragraph 3) of GC8.8.4.

GC8.8.5 Confidentiality

- 1) Subject to paragraph 2) of GC8.8.5, and unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or representatives shall keep confidential all matters and documents disclosed during mediation proceedings except where the disclosure is necessary for any implementation of any agreement reached or is required by law.
- 2) Evidence that is independently admissible or discoverable in any arbitral or judicial proceeding shall not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.
- 3) Neither party shall make transcripts, minutes or other records of a mediation conference.
- 4) The personal notes and written opinions of the Project Mediator made in relation to mediation are in the Project Mediator's sole possession and control, are confidential, and may not be used in any subsequent proceeding between the parties or where they are opposed in interest without the express written permission of the parties.
- 5) All information exchanged during mediation procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

GC8.8.6 Time and Place of Mediation

- 1) The Project Mediator, in consultation with the parties shall set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to

the contrary between the parties, only 10 working days are available within which to attempt to settle the dispute.

GC8.8.7 Representation

- 1) Representatives of the parties may be accompanied at the mediation conference by legal counsel or any other person.
- 2) If the Project Mediator is a lawyer, the Project Mediator shall not provide legal advice to a party during the course of the mediation conference, but may recommend that a party obtain independent legal advice before finalizing a settlement agreement.

GC8.8.8 Procedure

- 1) The parties agree to an exchange of all facts, information and documents upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be completed no later than 2 working days prior to the date set for a mediation conference.
- 2) The Project Mediator shall be free to meet with the parties individually during a mediation conference if the Project Mediator is of the opinion that this may improve the chances of a mediated settlement, and either party may request such an individual meeting at any time.
- 3) The parties may agree to extend the 10 working days available for settlement of the dispute through mediation, and the Project Mediator shall record that agreement in writing.

GC8.8.9 Settlement Agreement

- 1) The parties shall record in writing any settlement agreement reached, with sufficient detail to ensure a clear understanding of
 - (a) the issues resolved;
 - (b) any obligations assumed by each party including criteria to determine if and when these obligations have been met; and
 - (c) the consequences of failure to comply with the agreement reached.
- 2) The parties agree to carry out the terms of a settlement agreement as soon as possible and, in any event, within any time periods specified in the agreement.

GC8.8.10 Termination of Mediation

- 1) Either party may withdraw from mediation at any time without reason and, in that event, the Project Mediator shall give each party a written notice terminating the mediation and establishing the effective date of termination.
- 2) If, in the opinion of the Project Mediator, either party fails to mediate in good faith or fails to comply with the terms of these Rules, or if the Project Mediator, at any time during mediation, is of the opinion that further negotiations will fail to resolve the issues outstanding, the Project Mediator may terminate the negotiations by providing the parties termination, and the effective date of termination.

- 3) If a dispute has not been resolved within 10 working days or such other longer period as may have been agreed to by the parties, the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

GC8.8.11 Costs

- 1) The parties agree that they will each be responsible for the costs of their own representatives and advisors and associated travel and living expenses. Fees and expenses of the Project Mediator and all administrative costs of mediation, such as the cost of the meeting room(s), if any, shall be borne equally by the parties.

GC8.8.12 Subsequent Proceedings

- 1) The parties shall not rely on or introduce as evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the subject matter of mediation,
 - (a) any documents of other parties that are not otherwise producible in those proceedings;
 - (b) any views expressed or suggestions made by any party in respect of a possible settlement of issues;
 - (c) any admission made by any party in the course of mediation unless otherwise stipulated by the admitting party; and
 - (d) the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.
- 2) The Project Mediator shall neither represent nor testify on behalf of either of the parties in any subsequent investigation, action or proceeding relating to the issues in mediation proceedings.
- 3) The Project Mediator shall not be subpoenaed to give evidence relating to
 - (a) the Project Mediator's role in mediation; or
 - (b) the matters or issues in mediation;in any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.

GC9 CONTRACT SECURITY

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

- 1) The Contractor shall, at the Contractor's expense and within 14 days after the date that the Contractor receives notice that the Contractor's bid was accepted by Canada, obtain and deliver Contract Security to Canada in one of the forms prescribed in GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY.
- 2) If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with GC5.13 RETURN OF SECURITY DEPOSIT and GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN.
- 3) If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond at the site of the Work.
- 4) It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

- 1) The Contractor shall deliver to Canada either (a) or (b).
 - (a) A performance bond and a labour and material payment bond each in an amount that is equal to not less than 50 percent of the Contract Amount.
 - (b) A security deposit or an irrevocable standby letter of credit in an amount that is equal to not less than 20 percent of the Contract Amount.
- 2) A performance bond and a labour and material payment bond referred to in paragraph 1) of GC9.2 shall be in a form and be issued by a bonding or surety company that is approved by Canada.
 - (a) The approved form for the performance bond is displayed at the following Website:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appS>
 - (b) The approved form for the labour and material payment bond is displayed at the following website: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appS>
; and
 - (c) The list of approved bonding or surety companies is displayed at the following Website:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>
- 3) A security deposit referred to in subparagraph 1)(b) of GC9.2 shall be in the form of
 - (a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or

- (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
- 4) For the purposes of subparagraph 3)(a) of GC9.2
- (a) a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4)(c) of GC9.2, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - (c) An approved financial institution is
 - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
 - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
 - (v) Canada Post Corporation.
- 5) Bonds referred to in subparagraph 3)(b) of GC9.2 shall be provided on the basis of their market value current at the date of the Contract, and shall be
- (a) made payable to bearer; or
 - (b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - (c) registered as to principal, or as to principal and interest, in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- 6) An irrevocable standby letter of credit referred to in subparagraph 1)(b) of GC9.2 shall:
- (a) be an arrangement, however named or described, whereby a financial institution (the on its own behalf,
 - (i) is to make a payment to, or to the order of, Canada as the beneficiary;
 - (ii) is to accept and pay bills of exchange drawn by Canada;

- (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
- (b) state the face amount that may be drawn against it;
 - (c) state its expiry date;
 - (d) provide for sight payment to the Receiver General for Canada by way of the financial Canada;
 - (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - (g) be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

GC10 INSURANCE

GC10.1 INSURANCE CONTRACTS

GC10.2 INSURANCE PROCEEDS

GC10.1 INSURANCE CONTRACTS

- 1) The contractor shall, at the contractor's expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to Canada in accordance with the requirements of the INSURANCE TERMS.
- 2) The insurance contracts referred to in paragraph 1) of GC10.1 shall
 - (a) be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in INSURANCE TERMS; and
 - (b) provide for the payment of claims under such insurance contracts in accordance with GC10.2 INSURANCE PROCEEDS.

GC10.2 INSURANCE PROCEEDS

- 1) In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the contractor pursuant to GC10.1 INSURANCE CONTRACTS, the proceeds of the claim shall be paid directly to Canada, and
 - (a) the monies so paid shall be held by Canada for the purposes of the contract, or
 - (b) if Canada elects, shall be retained by Canada, in which event they vest in Canada absolutely.
- 2) In the case of a claim payable under a General Liability insurance contract maintained by the contractor pursuant to GC10.1 INSURANCE CONTRACTS, the proceeds of the claim shall be paid by the insurer directly to the claimant.
- 3) If an election is made pursuant to paragraph 1) of GC10.2, Canada may cause an audit to be made of the accounts of the contractor and of Canada in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
 - (a) the aggregate of the amount of the loss or damage suffered or sustained by Canada, including any costs incurred in respect of the clearing and cleaning of the work and its site and any other amount that is payable by the contractor to Canada under the contract, minus any monies retained pursuant to subparagraph 1)(b) of GC10.2; and
 - (b) the aggregate of the amounts payable by Canada to the contractor pursuant to the contract up to the date of the loss or damage.
- 4) A difference that is established pursuant to paragraph 3) of GC10.2 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.

- 5) When payment of a deficiency has been made pursuant to paragraph 4) of GC10.2, all rights and obligations of Canada and the contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in paragraph 3) of GC10.2, be deemed to have been expended and discharged.
- 6) If an election is not made pursuant to subparagraph 1)(b) of GC10.2, the contractor shall, subject to paragraph 7) of GC10.2, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at the contractor's expense as if that part of the work had not yet been performed.
- 7) When the contractor clears and cleans the work and its site and restores and replaces the work referred to in paragraph 6) of GC10.2, Canada shall pay the contractor out of the monies referred to in paragraph 1) of GC10.2 so far as they will thereunto extend.
- 8) Subject to paragraph 7) of GC10.2, payment by Canada pursuant to paragraph 7) of GC10.2 shall be made in accordance with the contract but the amount of each payment shall be 100 percent of the amount claimed notwithstanding subparagraphs 3)(a) and 3)(b) of GC5.4 PROGRESS PAYMENT.



Appendix "E"

TECHNICAL SPECIFICATIONS & PLANS

**Agriculture et Agroalimentaires Canada
CRDBLP Lennoxville
Remplacement de la conduite d'aqueduc
phase 3**

Section E

Clauses administratives particulières

**Agriculture and Agri-Food Canada
CRDBLP Lennoxville
Water main replacement
Phase 3**

Section E

Specific administrative clauses



A circular professional seal for an engineer. The seal contains the text "INGENIEUR" at the top, "André Bélanger" in the center, and "43052" and "DufBEC" at the bottom. A blue ink signature is written over the seal, and the date "24/7/2014" is written in blue ink to the right of the seal.

André Bélanger, ingénieur – Professional Engineer

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Agriculture et Agroalimentaires Canada
CRDBLP Lennoxville
Remplacement de la conduite d'aqueduc
phase 3

Section E

Clauses administratives particulières

1.0 OBJET DU CONTRAT

Ce projet consiste en des travaux de remplacement d'une conduite d'aqueduc en ciment amiante et C.P.V. de 150 mm de diamètre par une conduite en chlorure de polyvinyle de 200 mm de diamètre sur une distance d'environ 500 m au Centre de recherche sur le bovin laitier et le porc de Lennoxville.

2.0 LOCALISATION ET DESCRIPTION DES TRAVAUX

Les travaux projetés ont lieu à l'intérieur des limites du Centre de recherche sur le bovin laitier et le porc de Lennoxville.

3.0 ADJUDICATION DU CONTRAT

L'entrepreneur doit procéder à sa mobilisation et à son installation sur le site immédiatement après avoir reçu du surveillant l'avis écrit en ce sens, mais il ne peut débuter avant cet avis.

Le maître de l'ouvrage fournit gratuitement à l'entrepreneur, après l'adjudication du contrat, trois (3) copies du document d'appel d'offres pour exécution des travaux.

Agriculture and Agri-Food Canada
CRDBLP Lennoxville
Water main replacement
Phase 3

Section E

Specific administrative clauses

1.0 SCOPE OF CONTRACT

This project consist of replacement work of a water main made of asbestos concrete and P.V.C., 150 mm in diameter by a water main in polyvinyl chloride 200 mm in diameter on a distance of about 500 m at the "Centre de recherche sur le bovin laitier et le porc de Lennoxville".

2.0 WORK LOCALIZATION AND DESCRIPTION

The works planned are within the limits of the "Centre de recherche sur le bovin laitier et le porc de Lennoxville".

3.0 AWARDING THE CONTRACT

The Contractor must proceed to site mobilization and installation immediately after receiving the relevant written notice from the supervisor, but he cannot begin before that notice.

The Owner supplies the Contractor with three (3) copies of the call for bid document, free of charge, for the work execution.

4.0 AVIS À L'ENTREPRENEUR

L'entrepreneur doit lire le cahier des charges en entier et de rendre compte des travaux concernant les différents corps de métiers. Il doit prévoir et exécuter, à ses frais, tous les menus ouvrages, lesquels quoique non décrits, sont néanmoins requis ou nécessaires pour compléter le projet.

Son travail doit s'adapter parfaitement à celui des autres corps de métiers pour former un tout parfait et exécuté de la manière requise en temps opportun, afin de ne pas retarder le travail.

Les erreurs, omissions et imperfections qui se glissent dans les travaux des autres corps de métiers ne peuvent servir d'excuse, ni de prétexte à des erreurs, omissions ou imperfections dans le travail de l'entrepreneur.

5.0 DURÉE DES TRAVAUX

L'entrepreneur doit procéder avec diligence et établir son programme des travaux de manière que l'exécution des travaux, incluant tous les essais, s'étende sur une durée maximale de trois (3) semaines consécutives de calendrier, après avoir reçu l'autorisation de débiter les travaux ou après l'adjudication du contrat.

6.0 TRANSPORT EN VRAC

L'entrepreneur doit prévoir utiliser à l'exception de son propre équipement pour le camionnage en vrac nécessaire au projet, les camionneurs membres des transporteurs en vrac du secteur du maître de l'ouvrage.

L'entrepreneur ou son représentant doit remettre au Surveillant, à sa demande, une copie de tous les billets de livraison au chantier de pierre, sable ou autres et ce, à la fin de chaque quart de travail. Ces billets sont fournis à titre indicatif seulement, pour fins de vérification.

4.0 NOTICE TO THE CONTRACTOR

The Contractor must read all the schedule of conditions and give an account of the works regarding different trade associations. He must plan and execute, at his charge, all the small work, which is not described, but nonetheless required or necessary to complete the project.

He must adapt his work perfectly with the work of other trade associations to form a perfect unit and execute it the required way at the right time in order not to cause any work delay.

Mistakes, oversights and imperfections which slip in the works of other trade associations may not be used as an excuse or pretence to mistakes, oversights or imperfections in the Contractor's work.

5.0 DURATION OF WORKS

The Contractor must implement diligently his work program to execute the works, including all testing, in such a way that they will spread over a maximum of three (3) consecutive calendar weeks, after receiving the authorization to begin the works or after the contract is awarded.

7.0 BULK TRANSPORT

Other than his own bulk transport necessary for the project, the Contractor must plan to use drivers who are members of the bulk transport in the owner's sector.

At the request of the supervisor, the Contractor or his representative must hand over a copy of all the site delivery slips for stones, sand or other at the end of each work shift. These slips are supplied as an indicative only, for verification purposes.

<p>7.0 COMMISSION DE SANTÉ ET SÉCURITÉ AU TRAVAIL</p>	<p>7.0 HEALTH AND SAFETY AT WORK COMMISSION</p>
<p>7.1 RESPECT DES NORMES ET RÈGLEMENTS DE LA C.S.S.T.</p> <p>L'entrepreneur doit s'assurer en tout temps que ses opérations respectent toutes les normes et règlements de la Commission de la Santé et de la Sécurité du Travail et toutes autres lois, codes, ordonnances ou règlements concernant la santé et la sécurité au travail, incluant les recommandations des fournisseurs.</p> <p>Nonobstant les dimensions écrites aux articles concernés des Clauses techniques générales, l'entrepreneur est tenu de se conformer aux normes de la Commission de la Santé et de la Sécurité au Travail du Québec (C.S.S.T.), en ce qui a trait aux pentes d'excavation des tranchées.</p> <p>Aucune réclamation basée sur les exigences de ladite commission ne peut être soumise au maître de l'ouvrage.</p> <p>L'entrepreneur accepte spécifiquement d'assumer toutes et chacune des obligations du maître de l'ouvrage déterminées dans la Loi sur la Santé et de la Sécurité au Travail et dans les règlements régis par cette loi et ce, quelles que soient les obligations imposées par ladite loi et lesdits règlements à l'entrepreneur et au maître de l'ouvrage.</p> <p>De plus, l'entrepreneur s'engage et accepte de payer tous les coûts, directs ou indirects, qui sont inhérents à l'exécution desdites obligations et ce, dans quelle que circonstance que ce soit et même si le maître de l'ouvrage ou ses représentants doivent les exécuter.</p>	<p>7.1 RESPECT OF C.S.S.T. NORMS AND REGULATIONS</p> <p>The Contractor must ensure that his operation respect at all times the norms and regulations of the "Commission de la Santé et de la Sécurité du Travail" as well as other laws, codes, orders or regulations regarding the health and safety at work, including the suppliers' recommendations.</p> <p>Notwithstanding the written dimensions in the relating articles of the General technical clauses, the Contractor has to conform to the norms of the "Commission de la Santé et de la Sécurité au Travail du Québec" (C.S.S.T.), regarding the trenches excavating slopes.</p> <p>No claim based on the Commission's requirements can be submitted to the Owner.</p> <p>The Contractor specifically agrees to meet each and all obligations of the Owner specified in the "Loi sur la Santé et la Sécurité au Travail" and in the regulations governed by this law, whatever the obligations imposed to the Contractor and the Owner by this law and these regulations.</p> <p>Furthermore, the Contractor commits and agrees to pay all the direct or indirect costs, which are inherent to the execution of the obligations mentioned, whatever the circumstances and even if the Owner or his representatives have to execute them.</p>
<p>7.2 AVIS D'OUVERTURE D'UN CHANTIER DE CONSTRUCTION</p> <p>L'entrepreneur doit faire parvenir au maître de l'ouvrage une copie de l'avis d'ouverture d'un chantier de construction ainsi qu'un programme de prévention, si exigé, qu'il envoie à la Commission de la Santé et de la Sécurité du Travail du Québec.</p>	<p>7.2 CONSTRUCTION SITE OPENING NOTICE</p> <p>The Contractor must send a copy of the construction site opening notice to the Owner as well as a prevention program, if requested, which he sends to the "Commission de la Santé et de la Sécurité du Travail du Québec".</p>

L'entrepreneur n'est pas autorisé à commencer les travaux avant d'avoir reçu la confirmation de la réception de la copie de l'avis par le maître de l'ouvrage.

The Contractor is not authorized to begin work before receiving an acknowledgment of receipt by the Owner for the copy of the notice.

8.0 CONTRÔLE DES EAUX

L'entrepreneur est responsable du contrôle et de l'évacuation des eaux de pluie, des eaux de la fonte des neiges, des eaux souterraines, des eaux des fossés, de drainage ou des ponceaux, des eaux d'égout et d'aqueduc, des eaux d'essais d'étanchéité ou de mise en service et des eaux de toutes autres provenances sur le chantier. L'entrepreneur remédie, à ses frais, à tous les dommages et inconvénients causés par toute eau, de quelle que nature que ce soit.

L'entrepreneur doit utiliser une méthode de travail afin que l'écoulement existant des eaux de drainage et de surface ne soit pas augmenté. En tout temps, il est de la responsabilité de l'entrepreneur de garder en fonctionnement continu le drainage, soit par pompage, déviation ou autres. Le coût de cette opération et travaux connexes, lorsque nécessaires, doit être inclus aux différents coûts unitaires du bordereau de soumission.

9.0 CONTRÔLE DE LA POUSSIÈRE

L'entrepreneur doit, à ses frais, prendre toutes les dispositions requises pour contrôler la poussière provenant du chantier jusqu'à la réception provisoire des travaux.

Lorsque les véhicules circulent sur l'infrastructure ou sur des matériaux granulaires et que les conditions climatiques causent un excès de poussière nuisible à la circulation et à l'environnement, la surface doit être traitée immédiatement pour contrôler la poussière.

Le contrôle de la poussière doit être fait sept (7) jours par semaine. Le contrôle de la poussière doit aussi être fait à proximité des postes de pesée, ainsi que sur les routes utilisées pour le transport des matériaux d'emprunt et de surplus de déblais.

8.0 WATER CONTROL

The Contractor is responsible for the control and evacuation of rain water, snow melting water, underground water, ditch, drainage or culvert water, sewage and aqueduct water, leakage test or start-up water and water from any other sources on site. The Contractor remedies, at his own expenses, to all damages and inconvenience caused by the water, whatever the source.

The Contractor must use a work method in order not to increase the existing flow from drainage and surface water. The Contractor is responsible at all times for keeping the continuous operating drainage, by pumping, deviation or other. The cost of this operation and related works, when necessary, must be included in the different unit costs on the tender form.

9.0 DUST CONTROL

The Contractor must, at his charge, take all the required measures to control the dust due to the site until the provisional acceptance of the works.

When vehicles circulate on the infrastructure or on granular material and the weather conditions cause an excess of dust harmful to the circulation and the environment, the surface must be treated immediately to control the dust.

Dust control must be done seven (7) days a week. Dust control must also be applied near the weighing posts, as well as on the roads used for the transportation of borrowed materials and excavation surplus.

Pour les matériaux de sous-fondation et de fondation, la surface doit être traitée par un épandage d'eau jusqu'à la réception des résultats granulométriques, sinon l'entrepreneur renonce à son droit de recours. Dans les autres cas, l'usage d'un abat-poussière ou d'un stabilisant est aussi permis.

Les coûts reliés au contrôle de la poussière sont imputables à l'entrepreneur et comprennent toutes les opérations requises pour l'épandage d'eau, d'un abat-poussière ou d'un stabilisant, selon le cas, à toutes les fois où il est requis de contrôler la poussière.

Lorsque le surveillant constate que le contrôle de la poussière est inadéquat, il émet un avis écrit à l'entrepreneur demandant de procéder immédiatement à l'épandage d'eau sur les matériaux granulaires. Dans le cas où la situation n'est pas corrigée dans un délai d'une heure, un montant de cent dollars (100\$) à titre de dommages-intérêts liquidés est retenu sur le montant final du contrat pour chaque heure dépassant le délai.

For sub-foundation and foundation materials, the surface must be treated by water spreading until the receipt of granulometric results, if not, the Contractor gives up his right to appeal. In other cases, the use of a dust suppressant or a stabilizer is also permitted.

The costs related to dust control are chargeable to the Contractor and include all the required operations for water spreading, dust suppressant or stabilizer, whenever dust control is required.

When the supervisor notices that the dust control is inadequate, he issues a written notice to the Contractor requesting to immediately proceed to water spreading on granular materials. If the situation is not corrected within the hour, an amount of one hundred dollars (100 \$) in liquidated damages is deducted from the final amount of the contract for each hour exceeding the delay.

10.0 ENTRETIEN DES VOIES PUBLIQUES ET ROUTES DE TRANSPORT

L'entrepreneur doit faire approuver par le maître de l'ouvrage, avant le début de ses travaux, le trajet qu'il prévoit utiliser pour le transport de ses matériaux et de son outillage. Ceci s'applique autant aux matériaux transportés des sources d'approvisionnements au chantier qu'aux matériaux de surplus ou de rebuts transportés hors du chantier.

Le surveillant et/ou le maître de l'ouvrage a le droit de désigner des routes de transport à l'entrepreneur ou de prohiber l'usage de rues ou de sections de rues durant certaines périodes de la journée.

L'entrepreneur doit s'assurer que les roues des véhicules qui quittent le chantier sont propres et qu'il n'y ait pas de boue transportée sur les voies publiques. Il doit procéder sans délai, et à ses frais, au nettoyage des voies qui ont été salies par le passage de véhicules provenant du

10.0 MAINTENANCE OF PUBLIC AND TRANSPORTATION ROADS

Before the works begin, the Contractor must get the Owner's approval for the route he intends on using for the materials and equipment transportation. This applies for the supply materials as well as for the leftover or waste materials transported outside the site.

The supervisor and/or the Owner have the right to designate the transportation road to the Contractor or prohibit the use of streets or section of streets during certain period of the day.

The Contractor must ensure that the wheels of the vehicles leaving the site are clean and that no mud is transported on the public roads. He must clean, at his own expenses and without delay, the roads that were soiled by the passage of vehicles from the site, with roads sweepers or other

chantier à l'aide de balai mécanique ou autres équipements d'entretien. L'entrepreneur doit prévoir plus particulièrement un nettoyage complet des rues à la fin de chacune des journées, le tout à la satisfaction du maître de l'ouvrage.

L'entrepreneur est entièrement responsable des dommages qu'il cause aux infrastructures municipales ou provinciales (rues, routes, etc.) qu'il utilise pour l'exécution des travaux.

L'entrepreneur doit entretenir et réparer pendant et jusqu'à la fin des travaux, à la satisfaction du maître de l'ouvrage, tous les chemins et rues existants en gravier et/ou en béton bitumineux altérés durant les travaux. Les coûts pour la machinerie, la main d'œuvre et le matériel (granulats MG-20, enrobé bitumineux, etc.) sont assumés par l'entrepreneur.

Il doit également inclure dans les prix de sa soumission tous les coûts additionnels engendrés soit par l'interdiction aux camions de circuler dans certaines rues, soit par toute autre restriction de circuler dans certaines rues, notamment par toute restriction sur le tonnage.

L'entrepreneur ne peut demander aucune compensation monétaire à cause des spécifications du présent article. De plus, dans le cas où l'entrepreneur ne procéderait pas rapidement et adéquatement au nettoyage et à la réparation des voies après avoir été dûment avisé de le faire par le surveillant, le maître de l'ouvrage peut l'effectuer ou le faire effectuer aux frais de l'entrepreneur.

maintenance equipment. The Contractor must plan more particularly, to clean the streets at the end of each day, to the Owner's satisfaction.

The Contractor is entirely responsible for the damages he causes to municipal or provincial infrastructures (streets, roads, etc.) he uses for the execution of his work.

The Contractor must maintain and repair, during and until the works are completed, to the Owner's satisfaction, all the existing roads and streets in gravel and/or in bituminous concrete altered during the works. The costs for the equipment, labour and material (MG-20 granular materials, bituminous overlay, etc.) are at the expense of the Contractor.

He must also include in his tender prices all the additional cost caused by the prohibition for trucks to circulate on some streets or for all other circulation restriction, among others tonnage restriction.

The Contractor may not request any monetary compensation for the specification in this article. Furthermore, if the Contractor does not proceed promptly and adequately to the cleaning and repair of the roads after being duly notified by the supervisor, the Owner may do it or have someone else do it at the Contractor's expense.

11.0 RELEVÉS

Les relevés effectués par le consultant et indiqués aux plans sont fournis à titre indicatif, de même que les courbes de niveau apparaissant aux plans, s'il y a lieu, sont établies à partir de l'interprétation des relevés effectués.

L'entrepreneur peut effectuer toutes les vérifications qu'il désire et compléter les relevés effectués, s'il le juge nécessaire, pour l'établissement de ses prix.

La localisation et l'élévation des ouvrages montrés au plan sont approximatives et peuvent varier. Aucune réclamation ne peut être faite par l'entrepreneur s'il y a déplacement des ouvrages.

12.0 PIQUETS ET REPÈRES D'ARPENTAGE

12.1 GÉNÉRALITÉ

Avant de débiter les travaux, l'entrepreneur doit effectuer avec le Surveillant une visite des lieux afin de localiser les repères, bornes et monuments d'arpentage. L'entrepreneur doit prendre toutes les précautions nécessaires pour protéger les repères, bornes et monuments d'arpentage à caractère permanent rencontrés sur le chantier. Dans tous les cas où, du fait de l'exécution des travaux, ces repères, bornes et monuments d'arpentage sont faussés ou sont susceptibles de l'être, l'entrepreneur doit en avisé expressément le maître de l'ouvrage. L'entrepreneur est tenu de faire remplacer par l'arpenteur-géomètre officiel du maître de l'ouvrage, à ses frais, les repères, bornes et monuments d'arpentage apparents ou montrés sur les plans, rendus inutilisables par suite des travaux. Ces travaux sont aux frais de l'entrepreneur.

11.0 RECORDS

The records performed by the consultant and indicated in the drawings are supplied as an Indicative, as well as the contour line on the drawings, if applicable, are established from the records interpretation.

The Contractor may perform all the verifications he desires and complete the performed records, if judged necessary, for establishing his prices.

The location and elevation of the works showed in the drawings are an estimate and may vary. No claim may be requested by the Contractor if the works have to be moved.

12.0 SURVEY STAKES AND BENCHMARKS

12.1 GENERAL POINTS

Before beginning the works, the Contractor must visit the site with the supervisor in order to locate the benchmarks, post and surveying monuments. The Contractor must take all the precautionary measures to protect the permanent benchmarks, post and surveying monuments on the site. While executing the works, if the benchmarks, post and surveying monuments are faulted or may be faulted, the Contractor must expressly inform the Owner. The Contractor is obligated to have the benchmarks, post and surveying monuments visible or showed on the drawings, replaced by the official Owner's surveyor, at his own expense if they are unusable after the works.

12.2 PIQUETAGE

Aux fins de référence du contrôle qualitatif et quantitatif des ouvrages, l'entrepreneur est seul responsable d'établir sur le terrain les piquets et repères pour les travaux de terrassement, de sous-fondation, de fondation et de revêtement de chaussée, pour les ouvrages d'art et pour tous les autres travaux. Toutes les mesures nécessaires à l'exécution des travaux sont réalisées par l'entrepreneur et vérifiées par le surveillant. Tous les relevés et/ou implantation réalisés par l'entrepreneur doivent être en coordonnées géodésiques.

13.0 PROTECTION DE L'ENVIRONNEMENT

Pendant toute la durée du contrat, l'entrepreneur doit s'assurer que toute personne sous sa juridiction prend toutes les mesures nécessaires pour la protection de l'environnement et qu'il observe toutes les stipulations définies aux articles 6.13 et 10.4 du C.C.D.G., édition 2014 du MTQ.

Aux raccordements des fossés existants, aux conduites pluviales et aux exutoires des conduites pluviales, l'entrepreneur doit prévoir des trappes à sédiments ou des bermes filtrantes, afin de contrôler les sédiments, le tout selon les normes du MTQ. Ces dispositifs seront laissés en place suite aux travaux.

Le coût de ces travaux sont répartis dans les articles du bordereau de soumission.

12.2 STAKING

As work quality and quantity control reference, the Contractor is solely responsible for establishing the stakes and benchmarks on the site for lawn rebuilding, sub-foundation, foundation and paving works, for art works and all other works. All the necessary measures for the execution of the works are taken by the Contractor and verified by the supervisor. All the records and/or implementation carried out by the Contractor must in geodetic coordinates.

13.0 ENVIRONMENT PROTECTION

For all the contract period, the Contractor must ensure that all the people under his jurisdiction take the necessary measures to protect the environment and observe all the stipulations specified in articles 6.13 and 10.4 of the C.C.D.G", 2014 edition of the MTQ.

To the existing ditch connections, rain pipes and rain pipes outlets, the Contractor must plan for sediment traps or filtering berm in order to control the sediments, according to the MTQ norms. These devices will be left in place after the works.

The cost of these works are divided up in the items of the tender form.

14.0 PROTECTION DES STRUCTURES SITUÉES LE LONG DU PARCOURS

14.1 GÉNÉRALITÉ

L'entrepreneur doit prendre les dispositions nécessaires pour protéger les bâtiments, poteaux pour lignes électriques et téléphoniques, haubans, trottoirs, bordures, etc., qui sont situés dans les environs des travaux. Selon la proximité des structures par rapport aux travaux, la nature du sol et la profondeur des excavations, l'entrepreneur doit, au besoin, blinder et étançonner la tranchée. Le coût des mesures de protection requises doit être inclus dans les prix unitaires des articles concernés au bordereau de soumission.

14.2 POTEAUX À SUPPORTER

L'entrepreneur doit mettre en œuvre les travaux nécessaires au support temporaire des poteaux électriques et/ou de téléphone et/ou de lampadaires, incluant les haubans qui sont dans les limites des travaux. La méthode de support doit être conforme aux normes de la C.S.S.T. et des services d'utilités publiques. L'entrepreneur doit, le cas échéant, effectuer à ses frais les démarches nécessaires auprès des entreprises de services concernées afin de faire déplacer, au besoin, lesdits poteaux et il doit défrayer les coûts s'y rattachant, le cas échéant.

14.3 REPRISES D'EXÉCUTION DE CERTAINS OUVRAGES

L'entrepreneur doit considérer l'éventualité que les compagnies d'utilités publiques (Gaz, Hydro-Québec, etc.) n'aient pas complété le déplacement de poteaux, s'il y a lieu, au moment d'entreprendre ses travaux. S'il advient que certains ouvrages (fondations, trottoirs, bordures, pavage, etc.) ne peuvent être complétés totalement à cause de la présence de poteaux, l'entrepreneur ne peut en aucun cas adresser une réclamation au maître de l'ouvrage dû au fait qu'il doit revenir terminer certaines parties de ces ouvrages.

14.0 STRUCTURE PROTECTION ALONG THE ROUTE

14.1 GENERAL POINTS

The Contractor must take the necessary measures to protect the buildings, electrical and telephone line posts, guys, sidewalks, borders, etc. which are located near the works. According to the proximity of the structures and the works, the nature of the soil and the excavations depths, the Contractor must, if needed, brace or prop up the trench. The cost for the protective measures required must be included in the unit price of the related items in the tender form.

14.2 POSTS TO SUPPORT

The Contractor must implement the necessary work to temporarily support the electrical and/or telephone posts and/or lampposts, including the guys which are within the limits of the works. The support method must be in accordance with the C.S.S.T. and public service utilities norms. The Contractor must, if needed, take the necessary procedures with the service companies concerned in order to move the posts mentioned and he must pay the related costs, if any.

14.3 RESUMPTION OF WORK

The Contractor must consider the possibility that the public service utilities companies (Gas, Hydro-Québec, etc.) may not have moved the posts, if needed, at the time of the beginning of the works. If some of the works (foundations, sidewalks, border, pavement, etc.) may not be completed because of the posts, the Contractor may not, in any case, request a claim to the Owner owing to the fact that he has to come back to finish the works.

15.0 DISPOSITION DES OBJETS, MATIÈRES, PRODUITS ET AUTRES

Le maître de l'ouvrage n'a plus d'endroits disponibles pour la disposition des déblais, l'entrepreneur devient le propriétaire des surplus et il doit en disposer dans un ou des endroits de son choix où il a obtenu, au préalable, une entente écrite et signée avec le ou les propriétaires des terrains concernés.

L'entrepreneur doit niveler proprement et à ses frais les endroits où il a transporté ces surplus, et ce, à la satisfaction du propriétaire du terrain.

L'entrepreneur est donc le seul responsable des conséquences du remplissage d'un ou de plusieurs terrains et des revendications possibles des propriétaires concernés quant au nivelage, à la qualité et la quantité des matériaux de déblais et aux dommages causés aux arbres, terrasses etc.

Les surplus de matériaux de bonne qualité pourront et devront être utilisés pour remplacer les matériaux de faible portance rencontrés dans d'autres rues. Ils pourront aussi être utilisés comme emprunt de classe « B » aux endroits requis.

Par ailleurs, l'entrepreneur doit s'assurer du respect de la Loi de protection du territoire agricole et, à cette fin, éviter de faire des remblais en zone « verte ».

Quant aux matériaux de rebuts tels bois, branches, souches, vieilles conduites, etc., l'entrepreneur en est également le propriétaire et doit en disposer hors du site des travaux et à ses frais de la façon décrite aux paragraphes précédents, le tout conformément aux exigences du ministère du Développement durable, de l'Environnement et des Parcs du Québec.

Tous les accessoires existants et désaffectés ou à enlever lors des travaux (glissière de sécurité, enseigne, cadre, grille, couvercle, regard, puisard, bornes d'incendie, vannes et boîtes de vannes, etc.) doivent être conservés sur le site des travaux jusqu'à ce que le maître de l'ouvrage définisse les accessoires qu'il entend conserver. Ainsi, l'entrepreneur doit transporter ces accessoires au site

15.0 DISPOSAL OF OBJECTS, MATERIAL, PRODUCTS AND OTHERS

The Owner does not have an available area for the disposal of the excavation material, the Contractor becomes the owner of the surplus and must dispose of it in an area of his choice for which he previously obtained a written and signed agreement with the owner(s) of the regarding area.

The Contractor must level cleanly the area where he delivered this surplus, at his own expense and to the Owner's satisfaction.

The Contractor is solely responsible for the consequences of ground filling and possible claims by the concerned owners regarding levelling, quality and quantity of excavating material and damages to trees, lawns, etc.

Good quality surplus material may and will have to be used to replace the weak supporting material encountered in other streets. It may be also used as class "B" borrows material in required areas.

Moreover, the Contractor must respect the "Loi de protection du territoire agricole" and to this end, avoid backfilling in "green" zoning.

As for waste material such as wood, branches, stumps, old pipes, etc., the Contractor is also the owner and must dispose of it off the work site at his own expense, as described in the above sections, according to the requirements of the "Ministère du Développement durable, de l'Environnement et des Parcs du Québec.

All existing and abandoned accessories or accessories for removal during the works (guardrail, sign, frame, grate, cover, manhole, fire hydrants, valve and valve boxes, etc.) must be kept on site until the Owner defines which accessories he wishes to keep. The Contractor must deliver these accessories at a designated

désigné par le propriétaire et disposer des autres accessoires à ses frais hors du site des travaux toujours conformément aux exigences du ministère du Développement durable, de l'Environnement et des Parcs du Québec.

site by the owner and dispose of the other accessories at his expense, off the site and always according to the requirements of the "Ministère du Développement durable, de l'Environnement et des Parcs du Québec".

16.0 BUREAU DE CHANTIER ET TÉLÉPHONE CELLULAIRE

Si requis pour ces travaux, l'entrepreneur érigera sur le chantier un bureau à l'usage du Surveillant et de ses employés. Ce bureau doit être favorablement situé, convenablement équipé et meublé, éclairé, chauffé et maintenu propre et en ordre. L'entrepreneur doit également fournir une toilette portative à proximité du bureau de chantier.

De plus, l'entrepreneur doit s'assurer de fournir à son contremaître un téléphone cellulaire de manière à ce que le maître de l'ouvrage et le Surveillant puissent le contacter en tout temps durant l'exécution des travaux.

Toutes les dépenses relatives au bureau de chantier et au téléphone cellulaire, y compris les frais d'appels locaux et interurbains, sont à la charge de l'entrepreneur.

17.0 LOCALISATION DES SERVICES SOUTERRAINS

L'entrepreneur doit faire localiser dès le début des travaux tous les services souterrains par leur maître de l'ouvrage (Hydro-Québec, Bell, CNCP, Gaz, etc.). L'entrepreneur est seul responsable de la protection des services existants.

Les frais encourus pour la localisation des services, l'obtention des autorisations requises et la coordination avec les compagnies concernées doivent être répartis dans les prix concernés du bordereau de soumission.

16.0 SITE OFFICE AND CELLULAR PHONE

If necessary for this project, the contractor will build a site office for the use of the supervisor and his staff. This office must be well located, properly equipped and furnished, lighted, heated and maintained clean and tidy. The Contractor must also supply a portable toilet near the site office.

Furthermore, the Contractor must ensure to supply his foreman with a cellular phone in order for the Owner and the supervisor to be able to contact him anytime during the work execution.

All related costs regarding the site office and cellular phone, including local and long distance call charges, are at the expense of the Contractor.

17.0 LOCATING OF UNDERGROUND SERVICES

At the beginning of the works, the Contractor, must have all the underground services located by their owner (Hydro-Québec, Bell, CNCP, Gas, etc.). The Contractor is solely responsible for the protection of the existing services.

The costs for locating the services, obtaining the required authorizations and the coordination with the concerned companies must be divided up in the related prices of the tender form.

**18.0 DESCRIPTION DES ARTICLES DU
BORDEREAU DE SOUMISSION**

Les prix inscrits au bordereau de soumission représentent la totalité de la rémunération de l'entrepreneur et incorporent les éléments de coûts de toute nature.

L'entrepreneur doit fournir, au bordereau de soumission, des montants forfaitaires ou unitaires pour chaque article énoncé, correspondant aux sections et chapitres du cahier des "CLAUSES TECHNIQUES PARTICULIÈRES".

Ces prix comprennent toute la main d'oeuvre, la machinerie, les matériaux et le matériel, l'outillage, l'équipement, le transport, l'administration, les profits et tout autre frais requis pour la réalisation complète des travaux, y incluant sans s'y limiter, les travaux définis aux articles correspondants du cahier des clauses techniques particulières.

À l'adjudication du contrat, l'entrepreneur doit fournir la liste des prix ventilés qui lui a servi pour la préparation des prix forfaitaires du bordereau. Cette ventilation sert à l'entrepreneur pour la préparation des décomptes progressifs.

**18.0 DESCRIPTION OF THE ITEMS OF THE
TENDER FORM**

The prices listed on the tender form represent the Contractor's total payment and include all the elements of cost.

The Contractor must supply, on the tender form, inclusive or unit prices for each item listed corresponding to the sections and chapters of "SPECIFIC TECHNICAL CLAUSES" schedule.

The prices include all labour, equipment, materials, tools, transportation, management, profits and all other costs required to complete the works, including but not limited to the works defined in the corresponding articles of the "SPECIFIC TECHNICAL CLAUSES" schedule.

When the contract is awarded, the Contractor must supply a detailed price list which was used to prepare the inclusive prices of the form. This break down is used by the Contractor for the preparation of the progressive billing.

**19.0 LISTE DES DOCUMENTS À FOURNIR
APRÈS L'ADJUDICATION DU CONTRAT**

1. L'avis d'ouverture de chantier de la CSST;
2. Le programme des travaux pour approbation;
3. Le programme de prévention, si exigé;
4. Le nom des fournisseurs;
5. Les dessins d'ateliers;
6. Les formules de béton de ciment;
7. Les formules d'enrobé bitumineux;
8. Les certificats généraux de conformité des matériaux.

**20.0 LISTE DES DOCUMENTS À FOURNIR
LORS DE L'ACCEPTATION
PROVISOIRE DES TRAVAUX**

1. Déclaration statutaire assermentée et scellée;
2. Avis de fermeture de la CSST;
3. Lettres de la CSST dégageant le maître de l'ouvrage de toutes responsabilités;
4. Lettres de conformité de la Commission de construction du Québec (CCQ);
5. Quittance des fournisseurs et sous-traitants qui ont déclaré leur contrat au maître de l'ouvrage et qui ont été identifiés par celui-ci sur le chantier même s'ils n'apparaissent pas dans la liste officielle des sous-traitants et/ou fournisseurs de l'entrepreneur;
6. Quittance finale de l'entrepreneur général envers le maître de l'ouvrage.

L'entrepreneur doit prendre note qu'il peut remplacer le montant de la retenue par un certificat de dépôt ou de placement.

**19.0 LIST OF DOCUMENT TO SUPPLY
AFTER THE AWARD OF THE
CONTRACT**

1. The C.S.S.T. construction site opening notice;
2. The work program for approval;
3. The prevention program, if requested;
4. The suppliers' name;
5. The shop drawings;
6. The cement concrete formulas;
7. The bituminous concrete formulas;
8. The general certificates for materials conformity.

**20.0 LIST OF DOCUMENTS TO SUPPLY FOR
THE PROVISIONAL ACCEPTANCE OF
THE WORKS**

1. A sworn in and sealed statutory declaration;
2. C.S.S.T. site closing notice;
3. C.S.S.T. letter removing responsibility from the Owner;
4. Conformity letter from the "Commission de construction du Québec" (CCQ);
5. Discharge from suppliers and sub-contractors who declared their contract to the Owner and who were identified on the site even if they are not on the sub-contractor's and/or supplier's official list supplied by the Contractor;
6. Final discharge from the general contractor to the Owner.

The Contractor must note that he may replace the deduction amount with a deposit or investment certificate.

21.0 CONDITION DE TEMPÉRATURE ET DE TERRAIN

Au moment de fixer ses prix, l'entrepreneur doit tenir compte des conditions hivernales ou des conditions par temps froid ou par temps pluvieux (ou temps de crue des eaux) qu'il peut rencontrer lors de l'exécution des travaux, et aucune réclamation ne peut être formulée concernant l'excavation dans la terre gelée, l'enlèvement de la neige, le chauffage des équipements et matériaux, le contrôle des eaux, l'assèchement du matériel et les autres inconvénients rencontrés durant ces saisons.

De plus, advenant que les conditions climatiques et de terrain deviennent suffisamment défavorables, de l'avis de l'ingénieur pour diminuer la qualité de l'exécution ou simplement empêcher la réalisation d'une quelconque partie du contrat, ce dernier peut procéder à l'arrêt des travaux, et l'entrepreneur doit alors reporter la portion non entamée des travaux correspondants à une période ultérieure.

L'entrepreneur ne peut recevoir ou réclamer quelque compensation que ce soit pour tout préjudice occasionné par lesdits inconvénients ou la soi-disant ignorance de ces derniers.

22.0 HORAIRE DE TRAVAIL

L'entrepreneur doit tenir compte dans l'établissement de ses prix que certains travaux tels que les raccordements d'aqueduc, essais, etc. peuvent être réalisés le soir, la nuit ou la fin de semaine et qu'il ne peut formuler aucune réclamation à cet effet. L'entrepreneur doit se conformer aux règlements locaux concernant la limitation du bruit à certaines heures.

De plus, l'entrepreneur doit coordonner ses travaux avec le maître de l'ouvrage.

21.0 WEATHER AND GROUND CONDITION

When establishing his prices, the tenderer must consider the winter weather conditions, cold temperatures, rainy conditions (flood season) he may encounter during work execution and no claim may be presented regarding excavation in frozen soil, snow removal, equipment and material heating, water control, material drying and other inconvenients met during those conditions.

Furthermore, if the weather and ground conditions become unfavourable enough to decrease the quality of execution or simply prevent the execution of some part of the contract according to the engineer, he may proceed to stop the works and the Contractor must then postpone the works to a later date.

The Contractor may not receive or claim compensation for any damage caused by the inconvenient mentioned or the so-called ignorance of those.

22.0 WORKING HOURS

While establishing his prices, the Contractor must consider that some work, such as aqueduct connections, testing, etc. may have to be executed in the evening, at night or on weekends and the Contractor may not request any claim to this effect. The Contractor has to respect the local regulations regarding noise at certain hours.

Furthermore, the Contractor must coordinate his works with the Owner.

À ce propos, lorsque les raccordements sur la conduite de distribution doivent être réalisés la nuit, l'entrepreneur dispose de 9h maximum, soit entre 21 h et 6 h, pour réaliser les travaux. De plus, l'entrepreneur doit présenter sa méthode de travail par écrit, pour le maintien en opération du réseau d'aqueduc et les raccordements à l'existant ainsi que la liste des accessoires et matériaux nécessaires à la réalisation des travaux.

La date retenue ne peut être changée. Si l'entrepreneur ne complète pas les travaux dans le temps alloué, il doit défrayer les coûts supplémentaires occasionnés au maître de l'ouvrage et au Surveillant.

23.0 ÉTUDE GÉOTECHNIQUE

Aucune étude géotechnique n'est fournie pour le présent appel d'offres. Nonobstant cela, il appartient à l'entrepreneur de bien vérifier la nature des sols en présence, d'évaluer l'ensemble des travaux de déblais et de bien apprécier toutes les conditions d'excavation de manière à respecter les normes de sécurité et à rencontrer les exigences des plans et devis. Les coûts inhérents aux conditions du sol rencontrées sur le site sont inclus aux montants de la soumission.

24.0 LABORATOIRE

L'entrepreneur est tenu de fournir, à ses frais, avant et au cours des travaux, les analyses granulométriques, essais Proctor, densités, formules de mélange.

Le maître de l'ouvrage se réserve le droit de faire exécuter les contrôles requis pendant les travaux et d'exiger les correctifs nécessaires aux frais de l'entrepreneur, si les essais démontrent que les matériaux utilisés et/ou leur mise en place ne sont pas conformes aux exigences du contrat.

When the connections to the distribution main have to be executed at night, the Contractor has a maximum of 9 hours, between 9 p.m. and 6 p.m. to execute the works. Furthermore, the Contractor must present his work method in writing, for upholding the operation of the aqueduct system and the connections to the existing one as well as the list of accessories and material necessary to execute the works.

The fixed date may not be changed. If the Contractor do not complete the works within the time limit, he must pay the extra costs to the Owner and the supervisor.

23.0 GEOTECHNIQUE STUDY

No geotechnique study is supplied with this call for bid. Notwithstanding this, it is the responsibility of the Contractor to check the nature of the soils, evaluate the excavation works and to properly assess the excavation conditions in order to respect the safety standards and meet the drawings and estimate requirements. The inherent costs of soil conditions met on the site are included in the tender's costs.

24.0 LABORATORY

The Contractor must supply, at his own expense, before and during the works, the granulometric analysis, Proctor testing, density, mix formulas.

The Owner has the right to have the required control executed during the works and to require the necessary amendments at the Contractor's expense, if the testing show that the materials used and/or their implementation are not in conformity with the contract requirements.

Nonobstant toute indication contraire qui pourrait apparaître dans les différentes sections du devis, les coûts de laboratoire relatifs aux échantillonnages, vérifications de résistance à la compression du béton, vérifications granulométriques et essais de compactage sont aux frais du maître de l'ouvrage. Toutefois, toute reprise d'analyse n'ayant pas donné des résultats acceptés par le surveillant, est aux frais de l'entrepreneur.

L'entrepreneur doit collaborer entièrement avec le personnel chargé d'effectuer les essais et ne peut demander aucune réclamation pour les pertes de temps occasionnées par ces essais.

De plus, l'entrepreneur doit fournir, à ses frais, tous les échantillons demandés par le surveillant pour fins d'essai et d'approbation des matériaux et matériels utilisés, incluant les essais sur les conduites. Le coût des essais exécutés sur ces échantillons est assumé par l'entrepreneur. Lorsque le surveillant désire contrôler en usine la qualité des matériaux, l'entrepreneur doit, sans frais pour le maître de l'ouvrage, fournir tous les échantillons, les locaux, la main-d'œuvre et l'appareillage nécessaires à cette fin.

25.0 FOUILLE EXPLORATOIRE

Si l'entrepreneur et/ou le surveillant juge nécessaire de localiser les services souterrains existants en vue de préciser la position des services souterrains proposés, l'entrepreneur procède à des fouilles exploratoires qui consistent à localiser la position en plan et en élévation des conduites à l'aide d'une pelle hydraulique. Les coûts pour l'excavation, la localisation et le remblayage ainsi que les travaux de réfection des surfaces sont répartis dans le coût des conduites proposées.

L'entrepreneur doit prendre toutes les précautions nécessaires pour ne pas endommager les services existants et tout dommage doit être réparé à la satisfaction du maître de l'ouvrage et ce, aux frais de l'entrepreneur.

Notwithstanding all contrary indication that may appear in the different sections of the tender, the laboratory costs relating to sampling, concrete compressive strength verification, granulometric verification and compaction testing are at the Owner's expense. However, any repeat of an analysis which did not yield results acceptable to the Supervisor is at the Contractor's expense.

The Contractor must collaborate with the personnel in charge of the testing and may not request any claim for loss time caused by these testing.

Furthermore, the Contractor must supply, at his own expense, all the samples requested by the supervisor for testing and approval of materials used, including the testing of pipes. These sample testing are at the Contractor's expense. When the supervisor wants to make a factory quality control of the material, the Contractor must, at no cost to the Owner, supply all the samples, premises, labour and equipment necessary.

25.0 EXPLORATORY SEARCH

If the Contractor and/or the supervisor consider it necessary to locate the existing underground services in order to specify the position of the proposed underground services, the Contractor conduct exploratory searches which consist in locating the position of the existing pipes in alignments and levels with an hydraulic excavator. The excavation cost, the localizing and backfilling as well as the repair work of the surface are divided up in the cost of the pipes proposed.

The Contractor must take all the necessary precautions not to damage the existing services and any damage must be repaired at the Owner's satisfaction and to the Contractor's own expense.

26.0 SIGNALISATION ET CIRCULATION

L'entrepreneur doit planifier ses travaux afin que ses interventions sur les rues touchées par les travaux soient aussi efficaces que possible et qu'elles permettent la circulation pour les employés, visiteurs, le transport en commun et l'exploitation des services publics (incendie, Hydro-Québec, Bell, câble, gaz et ambulancier, etc.).

L'entrepreneur doit fournir, à ses frais, la signalisation et la main-d'œuvre requises afin de contrôler et détourner la circulation, s'il y a lieu. À cette fin, il doit s'entendre avec le représentant du maître de l'ouvrage une semaine à l'avance, sur les rues qui sont affectées par la nouvelle signalisation afin d'avertir les services de pompier, police et ambulance, transport en commun, commissions scolaires etc. L'entrepreneur est le seul responsable de la coordination de ses travaux avec les divers intervenants auxquels il doit assurer le maintien de la circulation.

L'entrepreneur doit aménager les sites des travaux de façon à permettre aux usagers l'accès aux bâtiments adjacents en tout temps.

Sans une autorisation formelle par écrit du surveillant, l'entrepreneur n'a pas le droit de fermer à la circulation automobile les chemins publics en construction ou de détourner la circulation par d'autres chemins publics.

26.0 ROAD SIGNS AND TRAFFIC

The Contractor must plan his works in order that his operations on the streets touched by the works may be as efficient as possible and allow traffic for the employees, visitors, public transportation and public services exploitation (fire, Hydro-Quebec, Bell, cable, gas and ambulance, etc.).

The Contractor must supply, at his own expense, the road signs and labour required to control and divert traffic, if needed. He must agree with the Owner's representative a week in advance, on the streets that will be affected by the new road signs in order to warn the fire, police and ambulance services, public transportation, school boards, etc. The Contractor is solely responsible for the coordination of his works with the various services concerned for which he must uphold traffic.

The Contractor must lay out the work site in order to allow the users access to the adjoining buildings at all times.

Without a formal written authorization by the supervisor, the Contractor does not have the right to close public roads in construction to traffic or to divert traffic on other public roads.

27.0 LIMITE DE LA ZONE DE TRAVAIL ET ACCÈS AUX BÂTIMENTS

L'entrepreneur doit se limiter à l'emprise de rue des travaux faisant l'objet du contrat et des aires d'entreposage qui lui sont allouées s'il y a lieu. En aucun temps, il doit utiliser des terrains privés ou voies d'accès utilisés par des tiers en bordure de sa zone pour circuler ou entreposer des matériaux.

L'entrepreneur doit prendre à ses frais, toutes les mesures nécessaires en vue de protéger toute construction en bordure de sa zone de travail.

Il est entièrement responsable des dommages résultant de ses travaux et advenant qu'il y ait dommage, les réparations doivent être effectuées à la satisfaction du propriétaire concerné et de l'ingénieur. Aucune rémunération additionnelle n'est faite à l'entrepreneur pour ces travaux.

Tous les usagers doivent avoir accès à leur entrée piétonnière et véhiculaire à la fin de chaque journée de travail ainsi que les jours fériés et les fins de semaine, il doit installer les passerelles nécessaires et épandre de la pierre concassée aux entrées véhiculaires, le tout à ses frais.

L'entrepreneur est tenu de prévoir ou d'aménager une entrée charretière temporaire pour les riverains des travaux en cours, de même qu'une entrée piétonnière temporaire. S'il ne peut refermer sa tranchée de la façon indiquée au document d'appel d'offres en temps voulu pour permettre aux riverains d'avoir accès à leurs propriétés, l'entrepreneur est tenu de leur aménager un ponton temporaire au-dessus de la tranchée ou une autre entrée de service, incluant tous les équipements de sécurité (clôture, rampe, barricade, signalisation, etc.).

De plus, des avis écrits indiquant la durée desdits travaux doivent être remis aux citoyens concernés.

27.0 WORK ZONE LIMIT AND BUILDINGS ACCESS

The Contractor must limit himself to the street related to the works in the contract and to the storage area allotted to him, if needed. At no time, the Contractor may use private grounds or access ways used by others alongside his zone to circulate or store material.

The Contractor must take all the necessary measures, at his own expense, to protect any construction alongside his work zone.

The Contractor is solely responsible of damages resulting from his works and if any damages occur, the repair must be done to the satisfaction of the concerned owner's and the engineer. No additional payment is awarded to the Contractor for these works.

All users must have access to their pedestrian and vehicle entry at the end of each work day as well as on weekends and holidays. The Contractor must install footbridges if necessary and put in crushed stones at the vehicle entries, at his own expense.

The Contractor must plan to or build a temporary carter's entry for the riverside resident of the work in progress as well as a temporary pedestrian entry. If he can't close off the trench as indicated in the call for bid document in time to allow access to the riverside resident's property, the Contractor must build a temporary platform over the trench or another service entry, including all the safety equipment (fence, ramp, barricade, road signs, etc.).

Furthermore, written notices indicating the duration of the works must be delivered to the concerned citizens.

28.0 PASSAGES SUR LA PROPRIÉTÉ PRIVÉE

Si dans le cours de ses travaux, l'entrepreneur doit travailler, doit se servir ou doit passer sur la propriété privée, il doit prendre ses propres arrangements avec les différents propriétaires et transmettre au maître de l'ouvrage une copie écrite de ses arrangements. L'entrepreneur demeure seul responsable de tous les dommages que ses employés, machinerie ou sous-traitants peuvent causer lors de ces passages sur la propriété privée.

28.0 PASSAGE ON PRIVATE PROPERTY

During the works, if the Contractor must work, use or pass through a private property, he must make his own arrangements with the various owners and forward to the Owner's a written copy of these arrangements. The Contractor is solely responsible for any damages caused by his employees, equipment or sub-contractors by passing through the private properties.

29.0 EMPRUNTS ET AGRÉGATS

L'entrepreneur est responsable de s'assurer des sources d'approvisionnement des matériaux d'emprunts et des agrégats.

L'entrepreneur doit prendre les moyens pour que les matériaux transportés en vrac n'aient pas un contenu en eau supérieur de 2% de l'optimum d'humidité (mise en réserve, etc.).

29.0 AGGREGATES AND BORROWS

The Contractor is responsible to ensure the supply source of aggregates and borrow material.

The Contractor must take measures in order that the bulk hauling material does not have a water content over 2% optimum humidity (storage, etc.).

30.0 RÉCEPTION ET ENTREPOSAGE DES MATÉRIAUX

L'entrepreneur est responsable d'entreposer la marchandise de façon adéquate (contre les intempéries, le vol, le vandalisme, etc.). Le fournisseur doit fournir, par écrit à l'entrepreneur, toutes les instructions à respecter, afin d'assurer adéquatement la protection de la marchandise en question durant toute la période d'entreposage aux sites des travaux. Une copie de ces instructions doit également être fournie au maître de l'ouvrage.

30.0 RECEPTION AND STORAGE OF MATERIAL

The Contractor is responsible for the adequate storage of the material (against bad weather, theft, vandalism, etc.). The supplier must supply in writing, to the Contractor, all the instructions to follow in order to adequately protect the material during the storage period at the work site. A copy of these instructions must also be given to the Owner.

31.0 DESSINS D'ATELIER

L'entrepreneur doit soumettre à l'ingénieur pour approbation en six (6) copies, les dessins d'atelier et de construction de chaque regard d'égout, puisard, chambre de vanne, bloc de butée, glissière de sécurité et autre structure nécessitant des dessins d'exécution, lesquels indiquent tous les accessoires, dans les huit (8) jours de l'octroi de contrat. Il ne doit pas procéder à la fabrication de ces ouvrages avant que lesdits dessins n'aient d'abord été approuvés par l'ingénieur.

L'entrepreneur doit fournir également les dessins d'exécution ou d'assemblage, chaque fois qu'ils sont requis dans les documents ou par l'ingénieur. Ces dessins doivent indiquer clairement les détails de fabrication et d'assemblage ainsi que les marques d'identification concordant avec les dessins de l'ingénieur. L'entrepreneur doit prendre et vérifier les dimensions sur place, afin que ces travaux s'ajustent parfaitement aux travaux adjacents.

L'apposition d'un visa par l'ingénieur ne constitue qu'une approbation de principe et n'engage en aucune manière la responsabilité de l'ingénieur et du maître d'ouvrage quant à ces dessins d'exécution ou d'assemblage dont l'entrepreneur est seul responsable. Les travaux entrepris sans que les dessins d'exécution ou d'assemblage exigés aient été fournis par l'entrepreneur et acceptés par l'ingénieur, peuvent être refusés par ce dernier. Les frais ainsi encourus sont à la charge de l'entrepreneur.

32.0 CERTIFICAT DE CONFORMITÉ DES MATÉRIAUX

Un certificat général de conformité aux normes du Bureau de Normalisation du Québec (BNQ) doit être présenté pour tous les matériaux nécessaires à la réalisation du présent contrat. Aucun matériau n'est accepté s'il n'est pas accompagné d'un document général attestant sa conformité aux plus récentes normes du BNQ ou autres normes appropriées aux produits demandés.

31.0 SHOP DRAWINGS

The Contractor must submit for approval, to the engineer, six (6) copies of the shop and construction drawings for each manhole, sump, valve box, abutment unit, crash barrier and other structure needing execution drawings, which indicate all the accessories, within eight (8) days of awarding the contract. The Contractor may not begin manufacturing these structures before the said drawings have been approved by the engineer.

The Contractor must also supply the execution or assembly drawings each time it is required by the documents or the engineer. The drawings must clearly state the manufacturing and assembly details as well as the identification marks matching the engineer's drawings. The Contractor must check and take the measurements on site in order to perfectly adjust the works to the adjacent works.

The engineer's stamp is only an approval on principle and does not involve in any way the responsibility of the engineer and the Owner regarding these execution or assembly drawings for which the Contractor is solely responsible. The works executed without the required execution or assembly drawings supplied by the Contractor and approved by the engineer, may be refused by the engineer. These costs are at the Contractor's expense.

32.0 CONFORMITY CERTIFICATE FOR MATERIAL

A general conformity certificate to the "Bureau de Normalisation du Québec" (BNQ) standards must be supplied for all the materials needed to execute this contract. No material will be accepted if it is not accompanied by a general document testifying its conformity to the most recent BNQ standards or other relevant standards for the requested products.

33.0 SPÉCIFICATIONS

Lorsque les pièces d'un équipement et/ou matériel sont clairement identifiées dans les devis ou au bordereau des prix et des quantités par un nom de manufacturier, de modèle, ou par un numéro de catalogue, les soumissions doivent être basées uniquement sur ces spécifications.

34.0 ASSOCIATION

Tous les matériaux utilisés doivent être neufs, de première qualité et conformes aux normes les plus récentes de la Canadian Standard Association (CSA) de l'American Society of Testing Materials (ASTM), de l'American Water Works Association (AWWA), du Bureau de Normalisation du Québec (BNQ) et à toutes les lois et règlements de la province de Québec.

35.0 OMISSION

Toute omission dans les présents plans et devis qui pourrait nuire, retarder ou causer le mal fonctionnement du présent projet doit être rapportée au surveillant avant l'ouverture des soumissions.

36.0 CONGÉS ET VACANCES

Les soumissionnaires doivent prévoir qu'aucun travail ne soit exécuté sur ce projet durant les congés statutaires, comme spécifié dans le décret de la construction.

33.0 SPECIFICATIONS

When a piece of equipment and/or material and quantities are clearly identified in the tender or on the price form by a manufacturer's name, model or catalogue number, the tender must be based only on these specifications.

34.0 ASSOCIATION

All materials used must be new, of premium quality and in accordance with the most recent standards of the Canadian Standard Association (CSA), American Society of Testing Materials (ASTM), American Water Works Association (AWWA), "Bureau de Normalisation du Québec" (BNQ) and all the provincial laws and regulations of Quebec.

35.0 OVERSIGHT

Any oversights in these drawings and tender which may harm, delay or cause malfunctioning of the project must be reported to the supervisor before the opening of the tenders.

36.0 HOLIDAYS AND VACATION

The tenderers must plan that no work will be executed on statutory holidays as specified in the construction decree.

37.0 SERVITUDES ET ACQUISITIONS DE TERRAIN

Le maître de l'ouvrage a acquis des servitudes et des terrains nécessaires pour la localisation des ouvrages. Si l'entrepreneur, par sa méthode de travail, requiert des servitudes temporaires additionnelles, il doit les obtenir, à ses frais, et remettre au maître de l'ouvrage une confirmation écrite des servitudes obtenues et toutes les conditions qui s'y rattachent.

Avant de débiter les travaux, l'entrepreneur doit s'assurer que les permissions sont toutes obtenues et doit aussi s'assurer que les travaux s'effectuent à l'intérieur des limites ou emprises montrées aux plans et/ou spécifiées dans les contrats de servitudes.

38.0 LICENCE D'ENTREPRENEUR

L'entrepreneur doit tenir compte des dispositions suivantes et prévoit dorénavant que celui-ci doit détenir au moment de l'ouverture des soumissions et lors de la réalisation des travaux:

1. une licence dûment émise par la Régie du bâtiment du Québec et en vigueur au moment de l'ouverture des soumissions;
2. cette licence doit, au moment de l'ouverture des soumissions, comprendre au minimum la ou les catégories (et sous-catégories) précisées à cet article.

Pour les fins du présent appel d'offres, l'entrepreneur doit détenir une licence dûment émise par la Régie du bâtiment du Québec, en vigueur au moment de l'ouverture des soumissions et comprenant au minimum la catégorie 1.4.

37.0 SERVITUDES AND LAND ACQUISITIONS

The Owner has acquired servitudes and land needed for the works. If the Contractor, with his work method, needs additional temporary servitudes, he must obtain them at his own expense and give the Owner a written confirmation of the servitudes obtained and all the conditions relating to it.

Before beginning the works, the Contractor must ensure that all the permissions are obtained and that the works are executed within the limits showed in the drawings and/or specified in the servitudes contracts.

38.0 CONTRACTOR'S LICENCE

The Contractor must consider the following measures and at the time of the tenders' opening and during the work execution, must be in possession of :

1. a licence duly issued by the "Régie du bâtiment du Québec" and in force at the time of the tender's opening;
2. this licence must, at the time of the tender's opening, include as a minimum the category(ies) specified in that article.

For this call for bid, the Contractor must be in possession of the licence duly issued by the "Régie du bâtiment du Québec", in force at the time of the tender's opening and including as a minimum the categories 1.4.

39.0 RÉUNIONS DE CHANTIER

Le surveillant et l'entrepreneur tiennent des réunions de chantier à une fréquence de deux (2) par mois ou plus, si nécessaire.

Le surveillant rédige un procès-verbal de chaque réunion, et le transmet aux intervenants pour acceptation.

L'acceptation du procès-verbal se lit comme suit:

Si aucun commentaire ne nous est transmis dans les dix (10) jours suivant son émission, ce procès-verbal sera considéré conforme.

Par la suite, ces procès-verbaux lient les parties.

40.0 URGENCE ET SÉCURITÉ

Pour une plus grande sécurité sur les chantiers, l'entrepreneur et ses sous-traitants doivent fournir par écrit au maître de l'ouvrage, le nom et le numéro de téléphone d'un responsable que le maître de l'ouvrage peut rejoindre en cas d'urgence vingt-quatre (24) heures par jour et sept (7) jours par semaine, et ce, pour toute la durée du contrat. L'entrepreneur doit aviser le maître de l'ouvrage par écrit de tout changement, s'il y a lieu.

41.0 RACCORDEMENT DES PROPRIÉTÉS

De part et d'autre des rues, l'entrepreneur doit raccorder au nouveau revêtement toutes les pelouses, trottoirs, etc. L'entrepreneur doit s'assurer que toutes les entrées (charretière et piétonnière) soient raccordées et que le drainage de la rue et des propriétés privées se fasse adéquatement.

Les matériaux à utiliser sont de même type que ceux existants, soit béton de ciment, béton bitumineux, pavés, pelouse (tourbe), etc.

39.0 SITE MEETINGS

The supervisor and the Contractor hold site meetings twice (2) a month or more, if necessary.

The supervisor writes the minutes of each meeting and forwards a copy to each participants for approval.

Approval of the minutes reads as such :

If no comments are forwarded within ten (10) days following the issue of the minutes, the minutes will be considered as accepted.

Afterwards, these minutes tie the parties.

40.0 EMERGENCY AND SAFETY

As a safety measure, the Contractor and his sub-contractors must supply in writing to the Owner the name and telephone number of the contact person the Owner can call in case of an emergency twenty (24) hours a day and seven (7) days a week, and this for the duration of the contract. The Contractor must inform the Owner in writing of any changes, if needed.

41.0 CONNECTION TO PROPERTIES

On each side of the streets, the Contractor must connect all the lawns, sidewalks, etc. to the new pavement. The Contractor must ensure that all the entries (carter and pedestrian) are connected and that the street and private properties drainage is adequately done.

The materials used are the same as those existing, i.e. cement concrete, bituminous concrete, pavement, lawns, etc.

42.0 INTERPRÉTATION DES DOCUMENTS

42.1 DÉFINITIONS

Pour le marché, on entend par :

- A) Maître de l'ouvrage : Agriculture et Agroalimentaire Œuvre
- B) Ingénieur : Les Consultants S.M. inc. 740, rue Galt ouest, 2^e étage Sherbrooke (Québec) J1H 1Z3
- C) Maître d'œuvre : L'entrepreneur
- D) Documents :

Se référer aux spécifications de l'appel d'offres et aux documents suivants :

- Le document BNQ 1809-300/2004 (R2007).
- ainsi que l'édition 2014 du **Cahier des Charges et Devis Généraux** (CCDG) du ministère des Transports du Québec.

Le soumissionnaire doit se procurer l'édition la plus récente de ces documents aux différentes succursales de l'Éditeur officiel des publications du Gouvernement du Québec.

Tous les autres documents sont produits par le Surveillant et sont remis directement aux soumissionnaires.

43.0 ENTRETIEN DURANT LA PÉRIODE DE GARANTIE

L'entrepreneur doit maintenir ses travaux en bon ordre durant la période de garantie, en assurer l'entretien et exécuter toutes les réparations que le consultant peut exiger. Advenant le cas où l'entrepreneur refuserait ou négligerait de faire les réparations requises dans les quarante-huit (48) heures suivant la notification écrite du consultant, le maître de l'ouvrage se réserve le droit d'exécuter ou de faire exécuter lesdites réparations. Le coût des travaux nécessaires est alors prélevé à même le montant de la retenue de garantie et, en cas d'insuffisance de ceux-ci, il est recouvré au moyen d'une poursuite dirigée contre l'entrepreneur.

42.0 DOCUMENTS INTERPRETATION

42.1 DEFINITIONS

For the market, we mean by :

- A) Owner : Agriculture and Agri-Food Canada
- B) Engineer : Les Consultants S.M. Inc. 740, Galt St. W., 2nd floor Sherbrooke (Quebec) J1H 1Z3
- C) Contractor : General Contractor
- D) Documents :

Refer to tender specifications and the following documents:

- The document BNQ 1809-300/2004 (R2007);
- as well as the 2014 edition of « **Cahier des Charges et Devis Généraux** » (CCDG).

The tenderer has to obtain the most recent edition of these documents from "l'Éditeur officiel Québec.

All the other documents are issued by the supervisor and handed over directly to the tenderer.

43.0 MAINTENANCE DURING THE SECURITY PERIOD

The Contractor must maintain his works orderly during the security period, ensure the maintenance and execute all the repairs requested by the consultant. If the Contractor refuses or neglects to do the required repairs within forty eight (48) hours of the consultant's written notice, the Owner has the right to execute or have executed the said repairs. The cost of the necessary works is deducted from the bid bond and if it is insufficient, the amount is recovered by legal proceedings against the Contractor.

44.0 MAINTIEN EN SERVICE DU RÉSEAU D'AQUEDUC

Il est de la responsabilité de l'entrepreneur de maintenir, à ses frais, une alimentation en eau potable à tous les usagers affectés par les travaux. Lors des raccordements à l'existant, l'entrepreneur doit aviser au moins quarante-huit (48) heures à l'avance le Consultant et obtenir leurs approbations avant d'exécuter les travaux. L'entrepreneur doit organiser ses travaux de manière à ne pas interrompre le service. Le service, par les branchements de service existants, peut être remplacé par un service d'alimentation temporaire.

Les vannes existantes doivent être opérées par les employés d'Agriculture et Agroalimentaire Canada.

Tous les frais imputables au maintien du réseau d'aqueduc et à l'alimentation temporaire des résidents doivent être inclus aux prix forfaitaires fournis pour la mise en place d'un système d'alimentation temporaire.

45.0 MAINTIEN DES RÉSEAUX D'ÉGOUT

L'entrepreneur doit maintenir en fonction, en tout temps, les réseaux d'égouts domestique, pluvial et combiné desservant les résidents.

À cet effet, l'entrepreneur doit, lorsque requis, rebrancher les conduites existantes à l'aide de Té et de manchons. Aucun raccordement de type artisanal (tôle, broche, ciment sec, etc.) n'est accepté. Le coût de ces travaux est inclus aux prix unitaires soumis pour la pose des conduites du bordereau de soumission.

46.0 PERMIS DE CONSTRUCTION

L'entrepreneur devra faire les démarches nécessaires auprès de la Ville afin d'obtenir les permis de construction requis pour les travaux et en payer les frais.

44.0 MAINTAINING OPERATION OF AQUEDUCT SYSTEM

It is the Contractor's responsibility to maintain, at his own expense, the supply of drinking water to all the users concerned by the works. When connecting to the existing network, the Contractor must notify the consultant at least forty eight (48) hours in advance and obtain their approval before executing the works. The Contractor must plan his work as not to interrupt service. The service, with connections to the existing services, may be replaced by a temporary supply service.

The existing valves must be operated by the Agriculture and Agri-Food Canada employees.

All the inherent cost for maintaining the aqueduct network and temporary supply to the residents must be included in the inclusive prices supplied for the implementation of a temporary supply system.

45.0 MAINTAINING THE SEWER SYSTEM

The Contractor must maintain in operation at all times, the residential, rain and combined sewer system serving the residents.

In this regard, the Contractor must, when required, reconnect the existing pipes with Ts and pinches. No home-made type connection (steel, steel strand, dry cement, etc.) is accepted. The cost for this work is included in the unit prices supplied for pipe installation in the tender's statement.

46.0 BUILDING PERMIT

The contractor will have to do all the paper work to obtain the building permit for this project and pay all the fees for it.

**Agriculture et Agroalimentaires Canada
CRDBLP Lennoxville
Remplacement de la conduite d'aqueduc
phase 3**

Section F

Clauses techniques particulières

**Agriculture and Agri-Food Canada
CRDBLP Lennoxville
Water main replacement
Phase 3**

Section F

Specific administrative clauses



André Bélanger, ingénieur – Professional Engineer

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Agriculture et Agroalimentaires Canada
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Section F

Clauses techniques particulières

**1.0 EXCAVATION, ASSISE ET
REMBLAYAGE DES CONDUITES ET
DES STRUCTURES**

Cet article définit l'excavation, l'assise et le remblayage requis pour la pose des conduites (incluant structures et accessoires) d'aqueduc, d'égout domestique, d'égout pluvial et des ponceaux ainsi que pour la pose des branchements de service et des drains souterrains filtrants.

Les travaux se définissent comme suit:

- les excavations nécessaires pour la pose des conduites, conformément aux spécifications du code de la C.S.S.T., incluant, si requis, les travaux de stabilisation des parois d'excavation;
- la préparation du fond et l'assèchement des excavations;
- un coussin de matériau granulaire (MG-20b ou CG 14) conforme à la norme 2103 du ministère des Transports du Québec, d'un minimum de 150 mm sous le tuyau et compacté à 90% du Proctor modifié;
- le remblai jusqu'au demi-diamètre de la conduite avec le même matériau que le coussin et compacté à 90% du Proctor modifié;
- au-dessus de la mi-hauteur du tuyau, faire un enrobage d'un matériau granulaire MG-20b ou CG 14 non compacté protégeant la conduite d'au moins 300 mm;

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Section F

Specific administrative clauses

**1.0 EXCAVATION, BED AND BACKFILLING
OF PIPE TRENCHES**

This article defines excavation, bedding and backfill required for aqueduct, domestic, rain sewer and trench pipes (including structure and accessories) as well as for service and underground filtering drains setup.

Work is to be defined as follows :

- Excavations required for the laying of pipes, in conformity with the specifications of the C.S.S.T. code, including if so required, stabilization work on excavation walls;
- Preparation of the bed and drying of excavations;
- A granular material layer (MG-20b or CG-14), in conformity with CCDG (2014) standard 2103, minimum thickness 150 mm under the pipe and compacted to 90% of modified Proctor;
- Backfilling to the half-diameter of the pipe with the same material as the bed layer and compacted to 90% of modified Proctor;
- On top of the pipe's half-diameter, embed such pipe into a granular material MG-20b or CG 14 uncompacted protecting the pipe on a depth of at least 300 mm;

- le remplissage du reste de la tranchée jusqu'au niveau de l'infrastructure de chaussée doit être effectué avec des matériaux provenant des excavations à la condition qu'ils puissent être compactés à 90% du Proctor modifié et acceptés par le consultant. Si ce degré de compaction ne peut être atteint, le remplissage doit se faire avec un matériau d'emprunt de classe « B » compactable à 90% du Proctor modifié et accepté par le consultant. Dans ce dernier cas, tous les coûts relatifs à la fourniture et à la mise en place de ce matériau d'emprunt sont inclus au prix unitaire soumis pour la pose des conduites;
- l'aménagement des transitions sous l'infrastructure de la chaussée;
- le remblayage autour des structures (regards, puisards, boîtes de vannes, chambre de vanne, etc.) doit être réalisé conformément à l'article 9.2.6 des clauses techniques générales NQ 1809-300/2004 R2007 édition 2007 avec un matériau granulaire CG 14 compacté à 90% du Proctor modifié, cela à l'aide d'un équipement permettant le compactage autour et à proximité de la structure jusqu'au niveau de l'infrastructure de chaussée;
- la disposition des matériaux de surplus d'excavation ou de rebuts, conformément aux spécifications définies aux clauses administratives particulières.
- Backfilling of the rest of the trench up to the roadway infrastructure shall be carried out with material extracted from excavations, provided it can be compacted to 90% of modified Proctor and accepted by the Consultant. If this degree of compaction cannot be obtained, backfilling shall be carried out with an alternative class « B » material compactable to 90% of modified Proctor and accepted by the Consultant. In the latter case, all costs relative to the supply and laying of this alternative borrow material are included in the unit price submitted for pipe-laying work;
- Transitions layout under the roadway infrastructure;
- Backfilling around the structures (manhole, wells, valve boxes, valve chamber, etc.) shall be carried out in conformity with article 9.2.6 of the general technical clauses NQ 1809-300/2004 R 2007 edition 2007 with CG-14 compacted at 90% of modified Proctor, with the help of equipment allowing compaction around and near the structure, flush with the roadway infrastructure;
- Disposal of leftover excavation material or waste, in conformity with specifications as defined under the specific administrative clauses.

L'entrepreneur ne peut pas utiliser de matériaux pulvérisés ni de criblures de pierre pour l'assise et l'enrobage des conduites.

Par ailleurs, si les excavations ne peuvent être suffisamment asséchées, l'assise doit être composée de pierre nette 20 mm enrobée d'un géotextile de type « 7612 de Solmax-Textel » ou équivalent approuvé, plutôt que le matériau granulaire et tous les coûts relatifs à l'utilisation de ce matériau sont aussi inclus au prix unitaire soumis pour les conduites.

The Contractor cannot use powder material for the bed and embedding of pipes.

Furthermore, if excavations cannot be sufficiently dried up, the bed shall be made up of a 20 mm clean stone layer overlapped with an approved type 7612 geotextile membrane by Solmax-Textel or approved equivalent, rather than granular material and all costs related to the use of this material are also included in the unit price submitted for pipes.

2.0 AQUEDUC

2.1 CONDUITE D'AQUEDUC

L'entrepreneur doit fournir et installer des conduites d'aqueduc conformément aux plans et aux prescriptions de l'article 6.2 des clauses techniques générales incluses à la section «G». En plus, l'entrepreneur doit inclure aux travaux de pose des conduites d'aqueduc les ouvrages suivants:

- la réparation, à la satisfaction de Agriculture et Agroalimentaire Canada, des services existants endommagés lors de l'exécution des travaux;
- la fourniture et la pose de bouchons étanches si les conduites ne sont pas raccordées à des ouvrages existants;
- la fourniture et la pose des coudes, tés, croix, réducteurs, manchons, pièces courtes, ainsi que toutes autres pièces de raccord montrées ou non aux plans et requises pour un ouvrage complet;
- la réfection de surface (engazonnement ou champs) et la réfection de chaussée (pavée ou non);
- l'isolant tel que montré au plan;
- la désaffectation du réseau existant et des accessoires;
- l'enlèvement et la remise en place des ponceaux existants;
- l'enlèvement de la zone de pavage existante montrée au plan;
- l'enlèvement et la remise en place des objets décoratifs, enseignes et panneaux de signalisation.

La conduite d'aqueduc et les raccords doivent être en P.V.C. classe 150 (DR-18) à joint « tyton » avec fils traceurs. Se référer à la norme NQ 1809-300/2004 R2007.

2.0 WATER MAIN

2.1 AQUEDUCT PIPING

The Contractor shall provide and lay aqueduct pipes in compliance with the plans and provisions of article 6.2 of the general technical clauses included in section "G". In addition, the Contractor shall include the following works with aqueduct pipe laying;

- Repairs, to the satisfaction of Agriculture and Agri-food Canada, of existing utilities damaged during the works;
- The supply and laying of sealing caps if pipes are not connected to existing pipework;
- The supply and laying of elbows, T's, crosses, reducers, sleeves, short parts as well as any other fittings shown or not on drawings and blueprints and required for a complete pipe system;
- The surface repair (grass planting or agricultural field) and the pavement reconditioning (paved or gravelled);
- The insulation as shown on drawings;
- The existing aqueduct closing down and accessories;
- The removal and reinstallation of the existing culvert;
- The removal of the existing pavement shown on drawings.
- The removal and reinstallation of the decorative item, road and business signs

Aqueduct piping and fittings must be made of P.V.C. class 150 (DR-18) with Tyton joint with tracing threads, in accordance with NQ 1809-300/2004 R2007.

Tous les raccords à installer sur les conduites en P.V.C., tels que tés, coudes, manchons, etc. doivent être des raccords en P.V.C., conformes aux normes NQ 3624-250 intitulée « Tuyaux et raccords rigides en P.V.C. pour adduction et distribution de l'eau sous pression » et CSA B137.2 « PVC Injection Molded Gasketed Fittings for Pressure Applications ». De plus, ils doivent être répertoriés UL et homologués FM et provenir du même fabricant que les conduites.

À noter que pour l'aqueduc, les coudes à 90° ne sont pas acceptés et que l'entrepreneur doit installer deux coudes à 45° bout à bout liés par un système de retenue approuvé par le consultant ou un coude 90° à long rayon.

Les raccords façonnés doivent être conformes à la norme AWWA C900 et répondre aux exigences de la norme CSA B137.3 et avoir une pression minimale de 1 035 kPa (NSF).

À tous les endroits où la conduite d'aqueduc projetée possède un couvert inférieur à 2.0 m, l'entrepreneur doit mettre en place un isolant rigide de type styrofoam HI-60 de Dow, ou l'équivalent approuvé, selon les dimensions suivantes (à moins d'indication contraire au plan):

- épaisseur de 25 mm minimum par tranches de 300 mm manquantes au couvert de 2.0 m;
- l'isolant est installé à 0,15 m au-dessus de la conduite.

En ce qui concerne la largeur d'isolant à installer, le calcul se fait de la façon suivante: deux fois l'épaisseur de remblai manquant ajoutée au diamètre de la conduite en millimètres.

À titre d'exemple, une conduite de 300 mm recouverte de 1 250 mm de remblai a une largeur totale d'isolant de 1 800 mm, soit 900 mm de chaque côté à partir du centre de la conduite, et son épaisseur sera de 50 mm.

All fittings to be installed on the P.V.C. pipes, such as T's, elbows, sleeves, etc. must be in P.V.C. in conformity with NQ 3624-250 standards titled "Tuyaux et raccords rigides en P.V.C. pour adduction et distribution de l'eau sous pression" and CSA B137.2 "PVC Injection Molded Gasketed Fittings for Pressure Applications". Furthermore, they must be listed UL and approved FM and coming from the same manufacturer as the pipes.

Note that for the aqueduct, 90° elbows are not acceptable and the Contractor shall use two 45° elbows connected end-to-end by a restraint system approved by the Consultant or by a wide-radius 90° elbow.

Fashioned fittings must be in conformity with AWWA C900 standard and meet the requirements of CSA B137.3 standard and have a minimum pressure of 1 035 kPa (NSF).

Where the aqueduct pipe has a cover inferior to 2.0 m, the Contractor shall put in place rigid isolation such as Dow's Styrofoam HI-60 or an approved equivalent, according to the following dimensions (unless instructed otherwise on the drawings):

- Thickness of 25 mm minimum per 300 mm missing to the 2.0 m cover;
- Isolation is installed at 0,15 m over the pipe.

Regarding the width of isolation to install, calculation is done as follow: two times the thickness of missing backfill added to the diameter of the pipe in millimetre.

As an example, a 300 mm pipe covered by 1 250 mm of backfill has a total width of isolation of 1 800 mm, that is to say 900 mm on each side from the centre of the pipe and its thickness will be of 50 mm.

Lorsqu'illustré au plan, l'entrepreneur doit inclure dans le présent article l'isolant selon les dimensions spécifiées aux plans (coût de l'isolant est inclus au prix unitaire de la conduite d'aqueduc).

L'entrepreneur doit prendre toutes les précautions nécessaires pour ne pas briser l'isolant ou réduire sa capacité isolante lors de la pose et du recouvrement de ce dernier. Pour se faire, il doit préparer la surface à recouvrir, afin qu'elle soit uniforme, exempte d'aspérités et de largeur suffisante pour appuyer l'isolant sur sa pleine superficie. Une attention particulière doit être apportée au niveau des joints entre les panneaux d'isolant, afin que la protection thermique soit similaire sur l'ensemble de l'ouvrage. L'usage d'éléments de retenue (ruban adhésif, attaches ou autres) est recommandé, afin de maintenir les panneaux ensemble.

La compaction de l'assise et de l'enrobement doit être réalisée jusqu'au mi-diamètre de la conduite, conformément à la norme BNQ 1809-300/2004 R 2007.

Les travaux de conduites d'aqueduc sont payables au mètre de conduite d'aqueduc au bordereau de soumission.

2.2 VANNE D'AQUEDUC

Les vannes et boîtes de vannes que l'entrepreneur doit installer sur les conduites d'aqueduc de 300 mm et moins sont à passages directs et respectent les exigences des clauses techniques générales.

Le nom du fabricant, la pression nominale et l'année de fabrication doivent être gravés à même le corps de chaque appareil de robinetterie. Avant d'être expédiés par l'usine, ceux-ci doivent subir l'épreuve de pression hydrostatique 2 760 kPa (400 psi) pour l'étanchéité des garnitures et 1 380 kPa (200 psi) pour l'étanchéité du siège.

La boulonnerie extérieure est en acier inoxydable de type 304.

When showed on the drawings, the Contractor shall include in this article the isolation according to the specified dimensions (isolation costs is included in the unit price of aqueduct pipe).

The Contractor shall take all the necessary measures not to damage the isolation or reduce its capacity when installing and backfilling it. To achieve this, the Contractor must prepare the surface to cover so it is even, without bumps and large enough to apply the isolation of its full surface. Special care shall be taken for the joints between the isolation panels in order to have similar thermal protection for the whole work. The use of adhesive tape, fasteners or others is recommended to maintain the panels together.

The compaction of material layer and coating shall be executed on top of the pipe's half-diameter in conformity with BNQ 1809-300/2004 R 2007 standard.

Aqueduct piping works are payable by the meter of aqueduct pipe in the tender's form.

2.2 AQUEDUCT GATE VALVE

Gate valves and valve boxes to be installed by the Contractor on aqueduct pipes of 300 mm and less are direct flow and comply with the requirements of the general technical clauses.

The manufacturer's name, rated pressure and year manufactured shall be engraved in the body of every tap and fitting unit. Before being shipped from the factory, these shall be tested at a hydrostatic pressure of 2 760 kPa (400 psi) for lining tightness and 1 380 kPa (200 psi) for seat tightness.

Outer fasteners shall be made of stainless steel type 304.

Les vannes sont du type à siège oblique résilient, tige fixe, de marque Clow Canada, modèle F-6112 ou Mueller, modèle A-2360-40, avec revêtement à l'époxy et extrémité à joint à pression (tyton).

Le siège oblique (disque) doit être de fonte entièrement recouvert de caoutchouc uréthane.

Le caoutchouc d'étanchéité doit être lié de façon permanente au siège oblique de fonte, afin de satisfaire aux exigences des essais de l'ASTM sur les liaisons caoutchouc sur métal (ASTM D429).

Les vannes doivent être conformes à la version la plus récente de la norme C-509 de l'AWWA portant sur les robinets-vannes à siège résilient.

Les vannes doivent être pourvues d'une tige fixe s'ouvrant par rotation vers la gauche, ainsi que d'un chapeau d'ordonnance carré de 50 mm.

Les corps et les chapeaux doivent être recouverts d'époxy tant à l'intérieur qu'à l'extérieur, conformément aux exigences de la norme AWWA C550.

Les boîtes de vannes de 130 mm de diamètre sont de type ajustable en fonte sur toute la hauteur, ayant sur leur partie supérieure un adaptateur anti-charrue, modèle AJBV-4D en fonte ductile de 685 mm de longueur ainsi qu'une plaque-guide en fonte, modèle MVB 875, fournies par Mueller ou équivalent approuvé. Si requis, l'entrepreneur doit se conformer aux recommandations du fournisseur concernant la pose du pavage autour des boîtes de vannes. Par ailleurs, les boîtes de vanne doivent être enrobées d'un géotextile, puis rabattues et fixées à la base de la boîte de vanne, conformément aux règles de l'art. L'alignement vertical doit être parfait. Les couvercles des vannes sont en retrait de 15 mm par rapport à la surface finie du pavage ou de la surface granulaire.

The valves are slanted seat type, with fixed rod, Clow Canada brand, models F6112 or Mueller, model A2370.21, with epoxy lining and pressure end joint (Tyton).

The slanted seat (disc) shall be of cast-iron covered entirely of urethane rubber.

The watertight rubber must be permanently bind to the cast-iron slanted seat to meet ASTM test requirements of rubber on metal adhesion (ASTM D429).

The valves shall comply with the most recent version of the AWWA C-509 standard regarding resilient seat valves.

The valves shall be provided with a fixed rod opening by rotation toward the left as well as a square operating cap of 50 mm.

The bodies and glands shall be lined with epoxy inside and outside, in compliance with the AWWA C550 standard requirements.

130 mm diameter valve boxes are of adjustable type, cast-iron from top to bottom, anti-plow adaptor on the top part, AJBV-4D model in ductile cast-iron, a length of 685 mm as well as a cast-iron guide-plate, MVB 875 model, supplied by Mueller or approved equivalent. If required, the Contractor shall comply with supplier recommendations regarding paving around valve boxes. Furthermore, valve boxes shall be overlapped with a geotextile membrane, which is then tucked in and attached to the base of the valve box, in compliance with current practice. Vertical alignment must be perfect. The valves' caps shall be set back 15 mm from the pavement or granular surface.

Aux intersections de rues, les vannes sont installées à 1 m du point d'intersection des conduites. Si requis, les coûts de l'enlèvement des vannes existantes à remplacer sont inclus dans le présent article.

Les travaux sont payables à l'unité de vanne au bordereau de soumission.

2.3 BORNE D'INCENDIE RACCORDÉE

L'entrepreneur doit fournir et installer des bornes-fontaines conformes aux spécifications du Service des incendies et du Service de la planification et des travaux publics de la ville de Sherbrooke.

Les bornes-fontaines sont de marque Clow, McAvity M-67 ou équivalent. Elles doivent être munies de trois prises d'eau, soit une de 100 mm \varnothing et deux de 63 mm \varnothing vissées au corps de celles-ci, et dont les filets pour raccord des boyaux sont du type «Sherbrooke Thread» (5 filets au 25,4 mm).

De plus, chaque borne-fontaine doit satisfaire aux exigences suivantes :

- être dotée de boulons et écrous en acier-cadmium;
- être de type compression;
- être conforme aux normes de A.W.W.A. C502-64;
- être conforme aux normes des Underwriter's Laboratories;
- être munie des pièces suivantes :
 - écrous de manœuvre carrés de 35 mm de côté;
 - une section intermédiaire permettant une profondeur d'enfouissement de 2 150 mm à partir du radier de la base;
 - un robinet principal ayant une ouverture minimum de 125 mm;
 - une bride et un accouplement de rupture complète;
 - une connexion de bout à joint mécanique de 150 mm, incluant tous les accessoires nécessaires à son installation, tels boulons, noix, bourrelets et caoutchouc, etc.;

At street intersections, the valves are installed at 1 m of the pipes intersection point. If required, removal costs of existing valves to replace are included in this article.

The works are payable per valve unit on the tender form.

2.3 CONNECTED FIRE HYDRANT

The Contractor shall supply and install fire hydrants in compliance with the "Service des incendies et du Service de la planification des travaux publics de la ville de Sherbrooke" specifications.

Fire hydrants are Clow, McAvity M-67 mode or equivalent. They shall have three hose connections, one 100 mm \varnothing and two 63 mm \varnothing with threads type "Sherbrooke Thread" (5 threads every 25,4 mm).

Furthermore, each fire hydrant must meet the following requirements:

- Bolts and nuts in cadmium-steel;
- Compression type;
- In conformity with AWWA C502-64 standards;
- In conformity with Underwriter's Laboratories standards;
- Equipped with the following parts:
 - 35 mm square operation bolts on the side;
 - a middle section allowing burial depth of 2 150 mm from the base;
 - a main tap with a 125 mm minimum opening;
 - a flange and coupling for complete rupture;
 - mechanical end joint connection of 150 mm including all the necessary accessories for installation such as : bolts, nuts, rolls and rubber, etc.;

- un (1) ou deux (2) drain (s) à la partie extérieure de la base de la borne-fontaine afin de vider la borne-fontaine après un usage : ce drain ou ces drains sera ou seront de type fileté afin de permettre de le ou les bloquer si on le désire.

Le siège principal qui sera en bronze devra avoir un purgeur automatique se fermant après deux ou trois tours d'ouverture de la vanne principale. Ce purgeur devra pouvoir être très facilement bouché afin de permettre l'élimination du drain sans avoir à creuser la borne-fontaine. À cet effet, les trous du purgeur devront être filetés afin de pouvoir y visser un bouchon quelconque. Par contre, aucun câble ou chaîne n'est nécessaire pour les bouchons de prise d'eau.

Le joint de la borne d'incendie doit être situé entre 200 mm à 300 mm au-dessus de l'élévation du centre de la rue. La conduite d'aqueduc reliant la borne-fontaine à la conduite principale devra être du même type que la conduite principale.

Le présent article inclut l'excavation, l'assise et le remblayage des tranchées, conformément à l'article 1.0 de la présente section, la fourniture et l'installation de la conduite de 150 mm entre la borne d'incendie et la conduite maîtresse conformément à l'article 2.0 des clauses techniques particulières, la vanne 150 mm, comme décrit à l'article 4.0 des clauses techniques particulières, la borne d'incendie, et tous les accessoires et autres travaux nécessaires à la complète exécution de cet ouvrage.

La borne d'incendie doit être munie d'une butée de béton à l'arrière de celle-ci et du système de retenue suivant:

- collet de retenu à tous les joints (type Uniflange ou équivalent approuvé conforme à l'article 3.0 des Clauses techniques particulières);
- deux tirants de calibre 20M entre le pied de la borne d'incendie et la conduite maîtresse d'aqueduc.

- one (1) or two (2) drains on the exterior part at the base of the fire hydrant in order to empty the fire hydrant after usage: this drain(s) will be threaded in order to allow block it if needed.

The main bronze seat shall have an automatic tap closing after two or three opening turns of the main valve. This tap shall be easily blocked allowing the elimination of the drain without digging out the fire hydrant. On this matter, all the tap holes shall be threaded to allow any cap to be screwed-on. However, no cable or chain is necessary for the water supply caps.

The fire hydrant joint must be placed between 200 mm and 300 mm higher than the elevation of the middle of the street. The aqueduct pipe connecting the fire hydrant to the main pipe shall be of the same type as the main pipe.

This article includes the excavation, foundation and backfilling of the trenches, accordingly to article 1.0 of this section, the supply and installation of the 150 mm pipe between the fire hydrant and the main pipe accordingly to article 2.0 of specific technical clauses, the 150 mm valve, as described in article 4.0 of specific technical clauses, the fire hydrant and all the accessories and other works necessary to the whole execution of this work.

The fire hydrant shall be supplied with a concrete abutment in the back and the following restraint system:

- restraint flange at all joints (Uniflange type or approved equivalent complying with article 3.0 of specific technical clauses);
- two calibre 20M draw-ins between the fire hydrant foot and the aqueduct main.

La boulonnerie extérieure enfouie sous terre, servant à l'assemblage lors de la fabrication, soit la boulonnerie reliant le pied à la section intermédiaire, ainsi que la boulonnerie pour les rallonges (s'il y a lieu), est en acier inoxydable de type 304.

Outside fasteners buried underground, used for assembly during manufacturing, i.e. fasteners joining the base to the middle section, as well as fasteners for extensions (if any) are made of type 304 stainless steel.

L'entrepreneur doit fournir un affidavit du B.N.Q. à l'effet que le type de borne d'incendie fourni correspond aux exigences du présent article.

The Contractor must supply a B.N.Q. certificate testifying that the type of fire hydrant supplied meets the requirements of this article.

Les travaux sont payables à l'unité de borne d'incendie au bordereau de soumission et incluent l'enlèvement des panneaux d'identification existants, leur remise en place et/ou la fourniture et l'installation de nouveaux panneaux, tels que les existants dans le cas de nouveaux panneaux. Les travaux incluent aussi la mise en place du ponceau, si requis, et la réfection de surface et/ou de la chaussée.

The works are payable per fire hydrant unit on the tender form and include the removal and reinstallation of the existing identification post, and/or installation of new identification post as the same of the existing one at all new fire hydrant. The works will also include the access road to the fire hydrant with the culvert, the surface repair and/or pavement reconditioning.

2.4 BRANCHEMENT DE SERVICE D'AQUEDUC DE 20 À 50 MM DE DIAMÈTRE

2.4 AQUEDUCT SERVICE ENTRANCE OF 19 TO 20 MM IN DIAMETER

L'entrepreneur doit installer des branchements d'eau aux endroits indiqués par le surveillant sur le chantier. Ces branchements sont en cuivre type k, mou, de 19 à 50 mm \varnothing et doivent être conformes aux exigences de l'article 6.2.13 du BNQ 1809-300/2004. Les robinets de prises (arrêt de corporation) sont conformes au BNQ 1809-300/2004 et NQ 3660-950/2003-04-10, à la plus récente version de la norme AWWA C-800 et certifiés NSF/ANSI 61. Ils doivent être de marque Mueller ou Cambridge Brass et ils seront conçus pour supporter une pression de service maximale de 2 070 kPa. Ils permettront le raccord d'un fil de cuivre et tous les filets sont recouverts d'un enduit de type ruban de Téflon. Par ailleurs, l'utilisation d'un manchon de branchement en PVC de marque IPEX est exigée pour les branchements de 20 et de 25 mm de diamètre. Pour les branchements de plus gros diamètre, le perçage de la conduite maîtresse doit être effectué à l'aide d'une mèche spécialement conçue pour les conduites de P.V.C. et selon les directives du fournisseur. Un collier de branchement est nécessaire pour les branchements de 32 à 50 mm de diamètre.

The Contractor shall install water connection where indicated by the site Supervisor. These connections are copper type k, soft, 19 to 50 mm \varnothing and must comply with the requirements of article 6.2.13 BNQ 1809-300/2004. The main stop comply with BNQ 1809-300/2004 and NQ 3660-950-2003-04-10, the most recent version of AWWA C-800 standard and certified NSF/ANSI 61. They must be design to withstand a maximum pressure service of 2 070 kPa. They will allow a copper wire link and all the threads are lined with a coating like a Teflon tape type. Furthermore, the use of a PVC connection mantle IPEX brand is required for the connections of 20 and 25 mm in diameter. For the connections wider in diameter, the boring of the main pipe shall be done with a bit specially designed for PVC pipes and use accordingly to the supplier's instructions. A connection collar is necessary for the connections of 32 to 50 mm in diameter.

Les colliers sont en acier inoxydable (incluant le système d'attache) avec une surface de soutien minimale de 125 mm de largeur tout autour de la conduite et parfaitement adaptés au diamètre du tuyau. Ces colliers sont conformes aux normes ASTM A743-70, grade CF8 (T304) et AWWA C-111, tel que fabriqué par Robar, série 2606 ou par Cambridge Brass, série 403 ou l'équivalent approuvé.

Les robinets d'arrêt (arrêt de corporation) doivent être conformes aux exigences du BNQ 1809-300/2004 et NQ 3660-950/2003-04-10, à la plus récente version de la norme AWWA C-800 et certifiés NSF/ANSI 61. Ils doivent être de marque Mueller ou Cambridge Brass et ils seront conçus pour supporter une pression maximale de 2 070 kPa. Les boîtes de service sont fournies avec goupille, attache en « U » et tige en acier inoxydable 304 ainsi que la base et le couvercle en fonte avec recouvrement époxyde. Les branchements doivent être approchés jusqu'à l'emprise de rue et le couvert minimum à cet endroit est de 1,8 m, le tout effectué conformément aux clauses techniques générales. Les cols de cygne doivent être réalisés horizontalement. Les coûts pour l'excavation, le remblayage de la tranchée et la réfection de surface et/ou de chaussée sont inclus au prix unitaire soumis pour le branchement de service.

2.5 BRANCHEMENT DE SERVICE D'AQUEDUC DE 150 MM DE DIAMÈTRE

L'entrepreneur doit installer des branchements d'eau aux endroits indiqués par le surveillant sur le chantier. Ces branchements sont réalisés avec des sections de conduites en CPV de 150 mm de diamètre ainsi qu'une vanne du même type et modèle qu'à l'article « Vanne d'aqueduc » (boîte de vanne incluse). Le coût unitaire inclut l'excavation, la recherche de la conduite existante, les sections de conduites 150 mm, les raccords, le raccordement à la conduite existante et à la conduite proposée avec un té 200 x 150 x 200, les ancrages, la réfection de chaussée et/ou de surface et autres dépenses.

The collars are in stainless steel (including the attachment system) with a minimum support surface of 125 mm width all around the pipe and perfectly adapted to the diameter of the pipe. These collars comply with the standards ASTM A743-70, grade CF8 (T304) and AWWA C-111, as manufactured by Robar, 2606 series or by Cambridge Brass, 403 series or an approved equivalent.

The main stop shall comply with the requirements of BNQ 1809-300/2004 and NQ 3660-950/2003-04-10, the most recent version of AWWA C-800 standard and certified NSF/ANSI 61. They shall be of Mueller or Cambridge Brass brand and designed to withstand a maximum pressure of 2 070 kPa. The service boxes are supplied with pin, U fastener and 304 stainless steel rod as well as cast-iron base and cover lined with epoxy. The connections shall come to the right-of-way limit of the street and the cover shall be of a minimum of 1,8 m, according to the general technical clauses. The swan neck must be done horizontally. The costs for excavation and backfilling of the trench and the surface and/or pavement reconditioning are included in the unit price for the connection service.

2.5 AQUEDUCT SERVICE CONNECTION OF 150 MM IN DIAMETER

The Contractor shall install water connection where indicated by the site Supervisor. These connections are made with 150 mm PVC pipes sections and a aqueduct gate valve as the same as described in the article "Aqueduc Gate Valve" (including de valve box). The unit cost include excavation, existing pipe localisation and research, 150 mm pipe sections, fittings, connection to the existing pipe and the proposed one with a 200 x 150 x 200 Te connector, pipes restrainer, the pavement reconditioning and/or of the surface and all other expanses.

2.6 RACCORDEMENT À L'AQUEDUC EXISTANT

Les raccordements aux services existants comprennent les travaux suivants, sans s'y limiter:

- la localisation de la conduite existante et le coupage de cette dernière, si requis;
- le raccordement étanche des conduites ou pièces spéciales de remplacement avec les conduites ou pièces spéciales existantes, ainsi que la fourniture et la pose de toute pièce spéciale nécessaire pour effectuer le raccordement;
- la fourniture et la mise en place de système de retenue conformément au cahier des « Clauses techniques générales » et telles que modifiées par les « Clauses techniques particulières » du présent chapitre.

Les travaux sont payables à l'unité au bordereau de soumission.

2.7 ESSAI D'ÉTANCHÉITÉ ET DÉSINFECTION DU RÉSEAU D'AQUEDUC

L'entrepreneur doit faire réaliser par une firme spécialisée et approuvée par le surveillant, le nettoyage, la désinfection et les essais d'étanchéité des conduites, accessoires et branchements nouvellement installés selon les prescriptions des clauses techniques générales.

De plus, la désinfection doit être réalisée et les résultats connus et conformes (rapport transmis) avant d'effectuer l'essai d'étanchéité.

L'entrepreneur est responsable de démontrer que le réseau est conforme aux critères de désinfection et d'étanchéité et doit soumettre au surveillant un rapport synthèse lors de l'acceptation provisoire des travaux. Le surveillant se réserve le droit de faire réaliser d'autres essais aux frais du Propriétaire. Par ailleurs, l'entrepreneur doit informer le surveillant des essais proposés deux jours à l'avance afin que celui-ci puisse être présent lors de ces travaux.

2.6 CONNECTION TO EXISTING AQUEDUCT

Connections to existing utilities include the following works, without being limited to :

- The localization of existing duct, and cutting of such, if so required;
- The watertight connection of pipes or alternate special parts with the pipes or existing special parts, as well as the supply and installation of any special part required to carry out the connection;
- The supply and installation of any restraint system in compliance with the "General technical clauses" as modified by the "Specific technical clauses" in this chapter.

The works are payable per unit on the tender form.

2.7 LEAKAGE TEST AND SYSTEM DECONTAMINATION

The Contractor shall get a specialized firm approved by the site Supervisor to carry out cleaning, decontamination and leakage tests of newly installed pipes and attachments in compliance with the General technical clauses.

Furthermore, the decontamination shall be carried out and the results known and in compliance (report forwarded) before doing the leakage test.

The Contractor shall demonstrate that the aqueduct system complies with decontamination and tightness criteria and shall submit to the Supervisor an executive report during temporary acceptance of the works. The Supervisor reserves the right to carry out other tests to be borne by the Owner. Furthermore, the Contractor shall inform the Supervisor of the test schedule two days ahead of time in order that the latter may attend such tests.

Les essais d'étanchéité doivent être réalisés à une pression de 850 kPa, comme défini à l'article 11.0 du cahier des clauses techniques générales.

Les travaux sont payables au mètre de conduite maîtresse au bordereau de soumission.

2.8 FIL TRACEUR

L'entrepreneur doit fournir et installer un fil traceur sur les conduites d'aqueduc proposées ainsi que sur tous les accessoires requis lorsque celui-ci installe des conduites en thermoplastique (PVC). Le coût pour la fourniture et l'installation de ce fil traceur est inclus dans le prix au mètre linéaire des conduites maîtresses proposées. Le fil traceur est composé de sept (7) fils de cuivre calibre 10, torsadés, recouvert de vinyle ou nus. Ce fil doit suivre la conduite et être fixé à tous les accessoires rencontrés (té, croix, coude, borne d'incendie, entrée de service, etc.) à l'aide d'un point d'ancrage spécifique sur les accessoires et spécialement conçu à cet effet. De plus, l'entrepreneur doit fixer à tous les 1,5 m le fil à la conduite à l'aide de sangle de plastique (Tie Rap) ou ruban adhésif à conduit de ventilation.

Lorsque l'entrepreneur utilise un fil traceur recouvert de vinyle, il doit protéger le fil dénudé à l'endroit des raccords avec du ruban protecteur conçu à cet effet, tel « Denso Tape » ou équivalent approuvé.

2.9 ANCRAGE DES ACCESSOIRES D'AQUEDUC

Conformément à l'article 10.4.7 du cahier des clauses techniques générales NQ 1809-300/2004 R 2007, aux angles, coudes, vannes, tés, bouchons, etc., d'aqueduc, des butées de béton ou un système de retenue doivent être mises en place afin d'éviter tout mouvement des conduites. Le prix pour la fourniture et la mise en place du système de retenue sont inclus au prix unitaire soumis pour la pose des conduites ou accessoires d'aqueduc.

Leakage tests shall be carried out at a pressure of 850 kPa, as defined in article 11.0 of the General technical clauses schedule.

The works are payable per metre of main pipe on the tender form.

2.8 TRACING THREAD

The Contractor shall supply and install a tracing thread on the aqueduct pipes as well as on all the required accessories when installing thermoplastic (PVC) pipes. The cost for the supply and installation of this tracing thread is included in the linear metre price for the main pipes. The tracing thread comprise of seven (7) copper threads calibre 10, twisted, lined with vinyl or bare. This thread must follow the pipe and be fastened to all the accessories along the way (T, cross, elbow, fire hydrant, service way, etc.) with a specific anchoring point on the accessories specifically designed for it. Furthermore, the Contractor shall attach the thread to the pipe every 1,5 m with tie raps or adhesive tape for ventilation pipe.

When the Contractor uses a vinyl covered tracing thread, he shall protect the bare thread at the joints with protective tape design to this effect such as "Denso Tape" or approved equivalent.

2.9 ANCHORING OF AQUEDUCT ATTACHMENTS

In conformity with article 10.4.7 of NQ 1809-300/2004 R2007 general technical clauses, aqueduct angles, elbows, valves, T's, plugs, etc. concrete abutment or a restraint system shall be set up to avoid any pipe motion. The cost for supply and implementation of the restraint system are included in the unit price submitted for aqueduct pipe or accessories laying.

2.9.1 Système de retenue pour l'aqueduc

L'entrepreneur doit prévoir l'utilisation de joints de retenue pour tous les raccordements de borne d'incendie une certaine longueur de conduites et aux joints localisés sur la tuyauterie de part et d'autre des raccords. La longueur est telle que recommandée par le fournisseur des joints de retenue et est au minimum telle que citée au tableau ci-dessous.

Les joints de retenue sont en fonte ductile haute résistance, ASTM A 536, grade 65-45-12. Les joints de retenue répondent également aux normes BNQ, ASTM F1674-16, UNI-B-13-92 et FMRC J.I. 2Y5A2.AH (classe 1620). Les boulons et tiges d'ancrage sont conformes avec la norme ANSI/AWWA C111/A21.11.

Tous les joints de retenue doivent avoir une pression nominale de service au moins équivalente à celle de la conduite avec laquelle ils sont installés, avec un facteur de sécurité minimum de 2.1. Ils doivent rencontrer au minimum les exigences de « Uni-B-13-94, Recommended Performance Specification for Joint Restraint Devices for Use with Polyvinyl Chloride (PVC) Pipe ».

Les joints de retenue sont de marque CLOW ou équivalent approuvé, séries 300, 350, 360, 390 selon l'application, **avec boulonnerie et tige en acier inoxydable 304**. L'entrepreneur doit suivre les recommandations du manufacturier quant aux choix de série selon le diamètre, le type de joint (à emboîtement ou mécanique) et la combinaison de matériau (PVC/PVC, PVC/fonte).

L'entrepreneur doit fournir les dessins d'atelier des joints de retenue, les spécifications à suivre pour leur installation ainsi qu'un sommaire des joints utilisés sur l'ensemble du contrat (série, longueur de part et d'autre des raccords, nombre prévu, etc.).

Le prix pour la fourniture et la mise en place des systèmes de retenue est inclus aux prix soumis pour la pose respective des conduites et accessoires d'aqueduc, des vannes, des bornes d'incendie etc.

2.9.1 Aqueduct restraint system

The Contractor shall provide for the use of restraint joints at all fittings on fire hydrants, over a certain length of piping and at pipe joints on both sides of the fittings. The length is as recommended by the supplier of restraint joints and at least as mentioned in the table below.

Restraint joints are made of high-strength tensile cast-iron, ASTM A 536 grade 65-45-12. Restraint joints also comply with standards BNQ, ASTM F 1674-16 UNI-B-13-92 and FMRC J.I. 2Y5A2.AH (class 1620). Bolts and anchoring studs comply with standard ANS C111/A21.11.

All restraint joints shall have a service pressure rating at least equivalent to that of the onto which they are installed, with a minimum safety factor of 2.1. They shall meet as a minimum the requirement of "Uni-B-13-94, Recommended Performance Specification for Joint Restraint Devices for Use with Polyvinyl Chloride (PVC) Pipe".

Restraint joints are of the CLOW brand, or approved equivalent, series 300, 350, 360, 390 depending on application, **with fasteners and 304 stainless steel rod**. The Contractor shall apply the manufacturer's recommendations for series selection depending on diameter, type of joint (socket or mechanical) and material combination (PVC/PVC, PVC/cast-iron).

The Contractor shall provide workshop drawings of restraint joints, specifications to comply with for their installations as well as a table of joints used for the whole contract (series, length on both sides of fitting, number provided, etc.).

The cost for the supply and installation of restraint systems is included in the price respectively submitted for the laying and installation of aqueduct pipes and attachments, valves, fire hydrants, etc.

Les joints de retenue ne peuvent être remplacés par des butées aux coudes.

The restraint joints may not be replaced by abutments at the elbows.

2.9.2 Butées

Aux bornes d'incendie seulement et tout autre endroit indiqué par le gestionnaire du projet, des butées en béton doivent être mises en place afin d'éviter tout mouvement des conduites.

Les butées seront constituées d'une masse de béton de 25 MPa coulée en place sur le sol non remanié de la tranchée. Le béton devra épouser la forme de l'accessoire sur toute sa longueur. Une pellicule de polyéthylène de 0,6 mm, double épaisseur, sera au préalable appliquée au joint de contact entre l'accessoire et la butée. Les dimensions de ces butées seront conformes aux spécifications des détails de l'annexe. Dans certains cas, lorsque les butées travailleront en traction, une ceinture d'ancrage sera requise. Celle-ci devra être approuvée par le gestionnaire du projet.

Avec l'approbation du gestionnaire de projet, des butées préfabriquées pourront être utilisées.

Cependant, le gestionnaire du projet peut exiger que certains accessoires soient installés avec des collets de retenue.

2.10 RÉSEAU D'AQUEDUC EXISTANT À DÉSAFFECTER

L'entrepreneur doit procéder à la désaffectation de la conduite existante en ciment amiante ou CPV, incluant les accessoires tels vannes et boîtes de vanne, bornes d'incendie et branchements de service existants. Pour ce faire, il doit respecter les exigences décrites à l'article du cahier des clauses administratives particulières intitulé: « Maintien en service des réseaux d'aqueduc », puis réaliser l'enlèvement de toute section de conduites existantes qui nuit aux travaux et poser des bouchons étanches à l'extrémité des conduites désaffectées. Toutes les boîtes de vannes présentes sur la conduite principale, sur les branchements de service et sur les raccordements des bornes d'incendie doivent être enlevées et

2.9.2 Abutments

At fire hydrants only, other place indicated by the project manager, concrete abutment shall be put in place to avoid any pipe movement.

The abutments are made of a concrete mass of Mpa poured on location on the ground, not amended from the trench. The concrete shall hug the form of the accessory on its length. A 0,6 mm polyethylene film, double thickness, shall be previously applied to the contact joint between the accessory and abutment. The abutment dimensions shall comply with the specifications in the detail of the appendix. In cases when abutments will work in traction, an anchoring belt shall be required. This belt shall be approved by the project manager.

With the project manager's approval, prefab abutments may be used.

However, the project manager may require that some accessories be installed with restraint collars.

2.10 EXISTING AQUEDUCT SYSTEM TO CLOSE DOWN

The contractor shall close down the existing asbestos concrete pipe PVC, including accessories such as valves, valve boxes, fire hydrants and existing utility connections. To do so, he shall respect the requirements listed in article "Maintaining operation of aqueduct system" of the specific administrative clauses, then remove any section of existing pipe which hinders the works and install sealing caps at the end of the closed pipes. All the valve boxes on the main pipe, utility connections and fire hydrant connections shall be removed and disposed of outside the site accordingly to the instructions in article "Disposal of objects, materials, products and others" of specific administrative clauses.

disposées hors du site des travaux selon les prescriptions de l'article du cahier des clauses administratives particulières intitulé : « Disposition des objets, matières, produits et autres ».

Les coûts du présent article sont inclus au prix unitaire soumis pour la pose des conduites d'aqueduc au bordereau de soumission.

Ces travaux seront réalisés lorsque l'ensemble des ouvrages proposés auront été vérifiés, testés et acceptés par le propriétaire.

The cost of this article is included in the unit price submitted for aqueduct pipe installation on the tender form.

This part of the project will be done when all the proposed installations will have been verified, tested and accepted by the owner.

3.0 STRUCTURE DE CHAUSSÉE

3.1 CONSTRUCTION DE CHAUSSÉE

3.1.1 Généralité

La construction de chaussée comprend les déblais 1^{ère} et 2^e classe et les remblais jusqu'au niveau de l'infrastructure, la fourniture et la mise en place des drains souterrains filtrants, de la sous-fondation, des fondations inférieures et supérieures et du revêtement bitumineux.

Les travaux de fondation de chaussée doivent répondre aux stipulations des sections 11 et 12 et ceux du revêtement bitumineux à la section 13 du CCDG (2014) disponible aux publications du Québec.

L'entrepreneur doit faire approuver par le maître de l'ouvrage la surface de chaque couche de la fondation de chaussée, incluant l'infrastructure et le revêtement en béton bitumineux, avant la mise en place de la couche subséquente. De plus, autour des structures (regards, puisards, chambres de vannes, boîtes de vanne, etc.), l'entrepreneur doit s'assurer d'atteindre le pourcentage de compacité demandé pour les matériaux granulaires de la fondation de chaussée. Pour ce faire, il doit utiliser les équipements adéquats permettant de compacter à proximité, entre, et autour des structures.

3.0 PAVEMENT STRUCTURE

3.1 PAVEMENT CONSTRUCTION

3.1.1 General

Pavement construction includes 1st and 2nd class excavation and backfilling to infrastructure level, supply and installation of underground filtering drains, sub-foundation, lower and upper foundations and bituminous overlay.

Pavement foundation work shall comply with provisions of CCDG (2014) sections 11 and 12 and bituminous overlay with section 13, available at "Publications du Québec".

The Contractor shall have the Owner's approval for each layer of pavement foundation, including the infrastructure and bituminous concrete overlay before laying down the subsequent layer. Furthermore, around the structures (manholes, wells, valve chambers, valve boxes, etc.), the Contractor shall ensure to obtain the compacted percentage required for granular materials for the pavement foundation. To do so, he shall use adequate equipment allowing to compact near, between and around the structures.

L'entrepreneur doit prendre en considération dans l'établissement de ses coûts pour la construction de chaussée que les quantités de déblais, de sous-fondation, des fondations supérieures ainsi que d'enrobé bitumineux sont payables au mètre carré mesurée entre les bordures au niveau du pavage fini ou selon la largeur de la fondation supérieure dans le cas des rues sans bordure avec fossés. Concernant les drains souterrains filtrants, ceux-ci sont payables au mètre de drains exécutés de part et d'autre de la chaussée.

3.1.2 Déblais 1^{re} et 2^e classe, remblai et préparation de l'infrastructure

Les déblais 1^{ère} et 2^e classe et les remblais désignent la partie des terrassements comprenant le total des coupes de terrain à exécuter jusqu'à la ligne d'infrastructure, dans les limites de l'emprise, suivant les élévations apparaissant aux plans. Le fond des déblais doit être tenu constamment en bon état de drainage.

L'entrepreneur doit tenir compte dans l'établissement de ses coûts qu'il doit effectuer les déblais 1^{ère} et 2^e classe avec une pente de 2% du dessus de la bordure proposée jusqu'à la limite de l'emprise et réaliser les déblais et remblais des talus sur les terrains privés, le tout selon le détail de construction de chaussée montré aux plans.

Les travaux de déblais 1^{re} et 2^e classe et de remblai sont réalisés selon les dessins normalisés du CCDG (2014) ainsi que les spécifications des articles 11.4 et 11.6 du CCDG (2014) et incluent à l'intérieur de l'emprise existante :

- l'excavation 1^{re} et 2^e classe et les remblais requis par les profils en long et en travers montrés sur les plans ;
- l'aménagement des entrées privées et des raccordements aux rues transversales ;
- l'aménagement des transitions avec les fondations existantes selon les normes du CCDG (2014) du ministère des Transports du Québec (minimum 2V:1H sous l'infrastructure de chaussée; minimum 1V:3H dans les

The Contractor shall take into account for roadway construction costing calculations that excavation, sub-foundation, upper foundations as well as bituminous overlay quantity are payable per square meter measured between the curbs at the final pavement level or according to the width of the upper foundation in the case where the streets have no curbs, with trenches. As regards to filtering underground drains, these are payable per linear meter of installed drains on each side of the pavement.

3.1.2 1st and 2nd class excavation, backfilling and infrastructure preparation

1st and 2nd class excavation refer to the part of earthworks including all ground to be excavated within the boundaries of this project, in accordance with elevations shown on the drawings. The bottom of excavations shall be constantly maintained in a good drainage condition.

The Contractor shall take into account while establishing his cost that he shall execute 1st and 2nd class excavation with a 2% slope from the top of the proposed curb to the boundary and execute the excavation and backfilling of embankment on private property, everything according to pavement construction details shown on the drawings.

1st and 2nd class excavation and backfilling work are carried out as shown on CCDG (2014) standardized drawings as well as in accordance with the provisions of CCDG (2014) articles 11.4 and 11.6, including within the existing work site :

- 1st and 2nd class excavation and backfilling required by lengthwise and crosswise cross sections as shown on drawings;
- Laying out of private accesses and connections to cross streets;
- Transitions with existing foundations according to MTQ CCDG (2014) standards (minimum 2V:1H under the pavement infrastructure; minimum 1V:3H in the pavements), including ground-rock transitions, according to MTQ standards;

chaussées), incluant les transitions sol-roc, selon les normes du MTQ;

- la mise en réserve de matériaux pour utilisation future ;
- le découpage du revêtement existant et des bordures, si requis, à l'aide d'une scie afin d'obtenir des joints rectilignes verticaux et propres ;
- la fragmentation, l'enlèvement et la disposition sur le site autorisé selon les critères du MDDELCC des revêtements existants et des bordures en béton de ciment et béton bitumineux. Les matériaux doivent être fragmentés à un diamètre de 300 mm maximum.
- le remblayage sous l'infrastructure de chaussée avec des matériaux de déblais à la condition qu'ils puissent être compactés à 90% du Proctor modifié et acceptés par le surveillant ou par des matériaux d'emprunt classe « B » compactables à 90% du Proctor modifié et acceptés par le surveillant dans le cas où les quantités de déblais acceptés sont inférieures aux quantités de remblais requises ;
- la disposition hors du site des travaux, des surplus de déblais obtenus des travaux de déblais et de préparation de l'infrastructure. Le prix doit inclure le chargement, le transport et le nivelage des surplus de matériaux de déblais. De plus, l'entrepreneur doit respecter les exigences décrites à l'article 16.0 de la section « E » - « Clauses administratives particulières » ;
- tous les autres travaux de préparation de l'infrastructure de la rue tels que définis aux plans.

La préparation de l'infrastructure doit être réalisée avec précision selon les stipulations de l'article 11.10.1 du CCDG (2014) ; la variation maximum moyenne admissible est de 30 mm en plus ou en moins des élévations indiquées au profil. Le contrôle de la réalisation se fait donc par vérification en place, après compaction, des profils en long et en travers. L'entrepreneur doit donc construire avec attention, tant l'infrastructure que les fondations puisque les quantités de granulats qu'il doit

- Put in reserve materials for future use;
- Cutting out of existing overlay and curbs, if required, with a saw in order to obtain straight vertical and clean joints;
- Fragmentation, removal and disposal on an authorized site according to MDDELCC criterion of existing overlay and concrete cement curbs and bituminous cement. The materials shall be fragmented to a 300 mm diameter maximum;
- Backfill under pavement infrastructure with excavation materials provided they can be compacted to 90% of modified Proctor, as accepted by the Supervisor, or with alternative class "B" borrow material, compactable to 90% of modified Proctor, as accepted by the Supervisor in the case where accepted excavated volumes are lower than required backfill volumes;
- Disposal out of the worksite of excavation surplus resulting of excavation and infrastructure preparation work. Cost shall include loading, transportation and levelling of surplus excavation material. Furthermore, the Contractor shall respect the requirements in article 16.0 of section "E" – "Specific administrative clauses";
- All other pavement infrastructure preparation work, as defined in the drawings.

Infrastructure preparation shall be carried out with precision in accordance with the provisions of CCDG (2014) article 11.10.1; meaning maximum acceptable deviation is 30 mm above or below elevations shown on the cross sections. Construction control is carried out after compaction, by way of lengthwise and crosswise profile measurements. The Contractor shall thus take great care in building the infrastructure and the foundation since aggregate volumes to be transported

transporter sont directement influencées par la qualité de son travail.

are directly influenced by workmanship.

3.1.3 Sous-fondation

3.1.3 Sub-foundation

3.1.3.1 Généralités

3.1.3.1 General

La sous-fondation doit être constituée d'un matériau MG-112 et avoir une épaisseur de 300 mm mis en place à 96% du Proctor modifié de compacité ou selon une planche de référence s'il y a 30% de particules plus grandes que 20 mm. Les matériaux de la sous-fondation doivent respecter les exigences de l'article 12.2 du CCDG (2014).

Sub-foundation shall be constituted of MG-112 material and have a thickness of 300 mm laid-out at 96% of modified Proctor or according to a reference table if 30% of the particles are over 20 mm. Sub-foundation materials shall comply with CCDG (2014) article 12.2 requirements.

3.1.3.2 Matériaux fournis par l'entrepreneur

3.1.3.2 Contractor-supplied materials

Tous les matériaux requis pour ces travaux sont fournis et payés par l'entrepreneur. Ce dernier doit retenir et payer les services d'un laboratoire enregistré ISO 9002 approuvé par le surveillant pour effectuer une partie ou l'ensemble des prélèvements et essais demandés aux articles du CCDG (2014).

All materials required for this work are supplied and borne by the Contractor. The latter shall retain and pay for the services of an ISO-9002 accredited laboratory approved by the Supervisor to carry out sampling and tests as required under CCDG (2014) provisions.

Les frais encourus pour l'ensemble des travaux décrits au présent devis sont inclus dans les prix unitaires du matériau granulaire. Le surveillant se réserve le droit d'échantillonner en tout temps.

Costs incurred for all the work described herein are included in granular material unit prices. The Supervisor reserves the right to sample materials at any time.

3.1.3.3 Qualification des matériaux à la source

3.1.3.3 Supply source material quality assessment

L'entrepreneur doit s'assurer de la qualité des matériaux à la source, tel que stipulé à l'article 12.2.1 du CCDG (2014).

The Contractor shall ascertain material quality at the source, as provided under CCDG (2014) article 12.2.1.

3.1.4 Fondation de chaussée

3.1.4 Pavement Foundation

3.1.4.1 Généralité

3.1.4.1 General

Les fondations sont les suivantes:

The foundations are as follow:

- Fondation supérieure: Matériaux granulaires concassés MG-20 de 150 mm d'épaisseur après mise en place à 98% de compacité;
- Fondation inférieure: Matériaux granulaires MG-56 de 225 mm d'épaisseur après mise en place à 98% de compacité.

- Upper foundation : MG-20 granular materials with in-situ thickness of 150 mm, compacted to 98%;
- Lower foundation: MG-56 granular materials with in-situ thickness of 225 mm compacted to 98%.

Après compactage, tout écart de 12 mm (en plus ou en moins) par rapport aux profils en long et en travers doit être corrigé.

Les fondations de chaussée doivent être conformes aux exigences de l'article 12.3.1 et 12.3.2 du CCDG (2014) Les matériaux recyclés ne sont pas acceptés pour la confection des fondations de chaussée.

La compacité maximale est obtenue par l'essai Proctor modifié ou selon une planche de référence, tel que défini aux articles 12.3.3.3 et 12.3.3.4 du CCDG (2014).

After compaction, any deviation of 12 mm (up or down) to the lengthwise and crosswise cross-sections shall be corrected.

Pavement foundations shall comply with CCDG (2014) article 12.3.1 and 12.3.2 requirements. Recycled materials are not permitted for the preparation of the pavement foundations.

The maximum compaction is obtained by modified Proctor test or according to a reference table, as defined in CCDG (2014) articles 12.3.3.3 and 12.3.3.4.

3.1.4.2 Échantillons et prélèvements

L'entrepreneur doit prendre note que l'article 12.3.4 du CCDG et tous ses sous-articles sont modifiés de la façon suivante :

- le mot « prélèvement » est remplacé par le mot « échantillon »;
- la surface d'un lot est de 2 500 m² et non 7 500 m².

Un échantillon est toujours constitué de trois prélèvements localisés de façon aléatoire et représentant trois sections égales.

3.1.4.3 Recours de l'entrepreneur

Le paragraphe suivant est ajouté à l'article 12.3.4.3 du CCDG :

L'entrepreneur qui applique un abat-poussière différent de l'eau, avant la réception des résultats granulométriques des matériaux de fondation, renonce à son droit de recours, à moins que les échantillons ne soient prélevés avant l'application de cet abat-poussière, selon la procédure définie à l'article 12.3.4.

3.1.4.2 Samples and sampling

The Contractor shall note that CCDG article 12.3.4. and all its sub-articles are modified as follow:

- The word "sampling" is replaced by the word "sample".
- The surface considered for testing is 2 500 sq. m. and not 7 500 sq. m.

A sample is composed of three samplings located at random and representing three equal sections.

3.1.4.3 Contractor's appeal

The following paragraph is added to CCDG article 12.3.4.3:

The Contractor who applies a dust suppressant other than water, before receiving the foundation materials' granulometric results, abandon his right to appeal, unless the samples are taken before the dust suppressant is applied, according to the procedure in article 12.3.4.

3.1.5 Enrobé bitumineux (si requis)

3.1.5.1 Description des travaux

Tous les matériaux et travaux nécessaires à la complète exécution de cet ouvrage doivent être conformes aux normes et spécifications définies à la section 13 du CCDG édition 2014. Les travaux consistent à la fourniture et la mise en place d'une couche de base et d'une couche de surface ainsi qu'à la préparation de la surface granulaire avant le pavage.

Généralités

L'unité de mesure des travaux de revêtement à l'enrobé bitumineux effectués dans le cadre du présent contrat est selon les articles 5.1.1 « Généralité » et 5.1.6.4 « Mode de paiement ».

L'entrepreneur est responsable de la pesée de l'enrobé bitumineux.

Arpentage

L'entrepreneur implante sur le terrain, de chaque côté de la ligne de centre d'une chaussée ou d'un seul côté en retrait du revêtement, un piquet de chaînage tous les 20 mètres et, s'il y a lieu, aux endroits de transition, d'intersection, de début et de fin de courbe. Sur le piquet est indiqué le chaînage. Les frais encourus pour cette opération doivent être inclus dans les coûts de l'enrobé bitumineux.

Spécifications

- Couche de base
 - Enrobé bitumineux de type ESG 14 de 60 mm d'épaisseur.
- Couche de surface
 - Enrobé bitumineux de type ESG 10 de 40 mm d'épaisseur ;

3.1.5 Bituminous overlay (if necessary)

3.1.5.1 Work description

All materials and works required to the full execution of this construction shall be in accordance with standards and specifications defined under CCDG section 13 2014 edition. Work required includes the supply and laying of a basal layer and a surface layer as well as granular surface preparation before paving.

General

Bituminous overlay work for this contract shall be measured according to articles 5.1.1 "General" and 5.1.6.4 "Method of payment".

The Contractor shall have to weigh the bituminous overlay.

Surveying

The Contractor implements on the site, on each side the street's centre line or on one side set back from the overlay, a pole chain every 20 metres and, if necessary, at transitions, intersection, curb start and end. The chain is indicated on the pole. The cost for this operation is included in the cost for bituminous overlay.

Specifications

- Basal layer
 - Bituminous overlay type ESG 14, 60 mm thick.
- Surface layer
 - Bituminous overlay type ESG 10S, 40 mm thick.

3.1.5.2 Matériaux

Tous les matériaux requis pour cette entreprise sont fournis et payés par l'entrepreneur.

Bitume

L'entrepreneur utilise un bitume de la classe de performance PG58-34 pour la fabrication de tous les mélanges bitumineux prévus à ce contrat.

Granulats

Les granulats utilisés pour la fabrication des mélanges bitumineux doivent rencontrer les caractéristiques intrinsèques et de fabrication suivantes :

CARACTÉRISTIQUES DES GRANULATS		
GROS GRANULATS		GRANULATS FINS
Intrinsèques	Fabrication	Intrinsèques et fabrication
3	b	2

3.1.5.2 Materials

All materials required for this contract are supplied and borne by the Contractor.

Bitumen

The Contractor uses a performance class PG58-34 bitumen to manufacture all bituminous mixes provided under this contract.

Granulates

The granulates used to manufacture the bituminous mixes shall meet the following intrinsic and manufacturing characteristics:

GRANULATES CHARACTERISTICS		
CORSE GRANULATES		FINE GRANULATES
Intrinsic	Manufacturing	Intrinsic and manufacturing
3	b	2

3.1.5.3 Exécution des travaux

Mise en place de l'enrobé bitumineux

L'enrobé bitumineux est préparé et posé à chaud.

L'enrobé bitumineux est mis en place sur toute la largeur à recouvrir par bandes adjacentes et successives, chaque bande correspondant à une voie de circulation.

Un ajustement doit être apporté à toutes les têtes, regards, boîtes de vannes, au niveau projeté de la rue, en ayant soin de respecter un retrait de 10 mm sur le pavage projeté. Une vérification de la hauteur des accessoires doit être réalisée avant la pose de la couche de surface. L'enrobé bitumineux autour des puisards doit être réalisé conformément à la figure 1 « Enrobé bitumineux autour des puisards » joint à la présente section.

3.1.5.3 Work execution

Laying of bituminous overlay

The bituminous overlay is prepared and laid while hot.

The bituminous overlay is laid on the whole width to cover in adjacent and successive strips, each strip corresponding to a circulation lane.

An adjustment shall be made for all the heads, manholes, valve boxes, at street level, respecting a 10 mm set back. A height check of the accessories shall be executed before the surface layer is laid down. The bituminous overlay around manholes shall be performed in compliance with diagram 1 "Bituminous overlay around manholes" attached to this section.

Le pavage existant doit être coupé linéairement à l'aide d'une scie mécanique. Le joint longitudinal doit être fait en ligne droite selon une même ligne d'axe et les échancrures ne sont pas acceptées. Toutes les surfaces verticales de contact des bordures, des trottoirs et des autres structures, les parois et les joints de construction doivent être badigeonnés d'une couche mince et uniforme de liant bitumineux afin d'assurer un joint permanent et étanche.

De plus, l'entrepreneur doit prévoir la fourniture et la mise en place au taux de 0.1 l/m² d'un liant d'accrochage entre chacune des couches d'enrobé bitumineux sur l'ensemble des travaux.

Joint longitudinal

Les joints longitudinaux de la couche de la surface ne doivent pas se trouver sous le passage normal des roues.

Pour la construction des joints longitudinaux, les bords de la bande d'enrobé devant recevoir un nouvel enrobé sont biseautés suivant une pente de 3H:1V.

Si, au moment de la mise en place de la bande d'enrobé, la température du mélange en place se situe entre 55° C et 85° C, celui-ci doit être, au niveau de la partie biseautée, badigeonné d'une couche uniforme de liant d'accrochage. Si la température du mélange est inférieure à 55° C, celui-ci doit être chauffé au moyen d'un équipement approprié.

Lors du chauffage du joint, l'entrepreneur doit apporter une attention particulière pour éviter un durcissement indu du bitume et éviter que la pénétration retenue, en pourcentage, soit inférieure à celle indiquée sur l'attestation de conformité pour le bitume après étuvage accéléré en couche mince.

Le surveillant se réserve le droit de prélever en tout temps un échantillon d'enrobé bitumineux vis-à-vis le joint pour vérifier le durcissement du bitume.

The existing asphalt shall be cut straight with a power saw. The lengthwise joint shall be straight according to one axis line and jagged edges are not accepted. All vertical contact surfaces for edges, sidewalks and other structures, construction walls and joints shall be brushed with a light and uniform layer of bituminous binder to ensure a permanent and watertight joint.

Furthermore, the Contractor shall supply and lay down at a rate of 0.1 l/m² a binder between each layer of bituminous overlay for the whole work.

Lengthwise joints

The lengthwise joint of the top layer shall not be under the usual wheel passage.

For the construction of the lengthwise joints, the edges of the overlay strip to receive the new overlay are bevelled according to a slope of 3H:1V.

When laying the overlay strip, if the mix temperature is between 55° C and 85° C, it must be, at the bevel level, brushed with a binder. If the mix temperature is lower than 55° C, it must be heated with the appropriate equipment.

When heating the joint, the Contractor shall pay special attention to avoid the hardening of the bitumen and avoid that the penetration in percent is lower than the one indicated on the conformity certificate for the bitumen after the accelerated drying in thin layer.

The Supervisor reserves the right to take a sample of the bituminous overlay at the joint at any time, to verify the hardening of the bitumen.

Acceptation des formules des mélanges bitumineux

L'entrepreneur doit fournir à l'Ingénieur et au laboratoire chargé du contrôle de la production, les formules de mélanges bitumineux pour acceptation, au moins trois (3) jours ouvrables avant le début des travaux.

Il doit donc fournir pour chaque type de mélange, les informations suivantes:

- a) la provenance, la granulométrie ainsi que le pourcentage ou la proportion en poids ou en volume des granulats froids et la granularité du combiné;
- b) le pourcentage d'absorption du combiné du granulat froid;
- c) la granularité du mélange bitumineux;
- d) la teneur en bitume proposée, la compactibilité du mélange ainsi que l'épaisseur moyenne du film de bitume effectif à la teneur en bitume proposée;
- e) les courbes des caractéristiques physiques du mélange en cinq (5) points pour chacune des caractéristiques suivantes:
 - la stabilité;
 - l'indice de fluage;
 - la masse unitaire;
 - le pourcentage de vide dans le mélange;
 - le pourcentage de vide entre les granulats.

Une vérification initiale est faite par le laboratoire afin de s'assurer que les données de la formule de mélange sont conformes aux normes indiquées.

Par la suite, le laboratoire vérifie au moyen d'essais en laboratoire, les données fournies par l'entrepreneur. Cette vérification s'accompagne de l'analyse des quatre (4) premiers échantillons du mélange produit.

Bituminous mix formulas acceptance

The Contractor shall supply the Engineer and the laboratory responsible for production control, the bituminous mix formulas for acceptance, at least three (3) working days before beginning the works.

He shall supply for each type of mix, the following information:

- a) Origin, granularity as well as the percentage or proportion in weight or volume of cold granulate and granularity of the compound;
- b) Absorption percentage of the cold granulate compound;
- c) Granularity of the bituminous mix;
- d) The proposed bitumen content, the mix compatibility as well as the average thickness of bitumen film effective to the proposed bitumen content;
- e) The physical characteristics curves of the mix in five (5) points for each of the following characteristics:
 - Stability;
 - Creep rate;
 - Unit mass;
 - Hallow percentage in the mix;
 - Hallow percentage between the granulates.

An initial check is executed by the laboratory to ensure that the data of the mix formula comply with the required standards.

Afterwards, the laboratory checks the data supplied by the Contractor in laboratory testing. This check is accompanied by the analysis of the first four (4) samples of the produced mix.

Les écarts admissibles sont les suivants:

% passant les tamis 10 mm et supérieurs	+5 %
% passant le tamis 2,5 mm	+6 %
% passant le tamis 80 µm	+2 %
% de bitume	+0,5 %
Total granulométrique (Somme des % passant les tamis 20 mm, 12,5 mm, 10 mm, 5 mm, 2,5 mm, 1,25 mm, 630 µm, 315 µm, 160 µm, 80 µm)	+25 %
% vide	+1,5

Cependant la valeur du % de vide ne doit jamais être inférieure à 1, pour les mélanges fabriqués avec un bitume de pénétration 85-100 et à 2 pour les mélanges fabriqués avec un bitume de pénétration 120-150, 150-200 et 200-300.

Toute nouvelle formule doit être vérifiée par l'Ingénieur ou ses représentants avant d'être utilisée. Lorsqu'une source de granulats est changée, une nouvelle formule est exigée.

L'approbation finale de la formule de mélange se fait après l'analyse globale des résultats d'essais, à la fin des travaux d'enrobé bitumineux du marché ou au moment de la cessation de la production de cette formule de mélange.

Les méthodes d'échantillonnage et d'essais employées sont celles acceptées par l'American Society for Testing Materials (ASTM).

Liant d'accrochage

Lorsque l'entrepreneur pose une couche de pavage sur un pavage déjà existant, l'entrepreneur applique sur la surface à recouvrir, un liant d'accrochage qui peut être, un bitume liquide ou une émulsion de bitume. Ce liquide est appliqué à l'aide d'un distributeur à pression au taux de 0,20 l/m². Dans tous les cas, l'entrepreneur prend les précautions nécessaires afin qu'aucun liant d'accrochage ne soit entraîné sur les surfaces adjacentes déjà recouvertes ou qui ne sont pas à recouvrir de béton bitumineux.

The admissible differences are as follow:

% through sifter 10 mm and up	+5 %
% through sifter 2,5 mm	+6 %
% through sifter 80 µm	+2 %
% of bitumen	+0,5 %
Total granularity (total of f% through sifters 20 mm, 12,5 mm, 10 mm, 5 mm, 2,5 mm, 1,25 mm, 630 µm, 315 µm, 160 µm, 80 µm)	+25 %
% hollow	+1,5

However, the hollow % value shall never be lower than 1, for mixes made with a penetrating bitumen 85-100 and 2 for mixes made with a penetrating bitumen 120-150, 150-200 and 200-300.

Any new formula shall be verified by the Engineer or his representatives before being used. When a granulate source is changed, a new formula is required.

Final acceptance of the mix formula is given after the global analysis of the test results, at the end of the bituminous overlay works or at the time of the production stoppage of this mix formula.

The sampling and testing methods are those accepted by the American Society for Testing Materials (ASTM).

Binder

When the Contractor lays down an asphalt layer on an already existing asphalt, the Contractor applies to the surface to cover a binder, which can be a liquid bitumen or an emulsion of bitumen. This liquid is applied with a pressure distributor at a rate of 0,20 l/m². At all times, the Contractor takes the necessary measures in order that no binder is carried on the adjacent surfaces already covered or to those which are not to be covered with bituminous concrete.

Avant de procéder à la pose du revêtement asphaltique, l'entrepreneur doit badigeonner, avec de l'asphalte liquide, les surfaces de contact avec les regards d'égout, les boîtes de vannes, les puisards, les trottoirs, les bordures en béton et autres structures afin d'assurer un joint permanent et étanche.

Transport des mélanges asphaltiques

Le mélange bitumineux est transporté du poste d'enrobage au chantier dans des camions munis de bennes étanches à fond métallique, préalablement nettoyées.

Les bennes sont munies d'une bâche pour protéger le mélange contre le refroidissement et les intempéries.

Avant le chargement, l'intérieur de chaque benne est légèrement lubrifié, sans excès.

Aucun distillat de pétrole ne doit être utilisé pour nettoyer l'intérieur des bennes avant le chargement du mélange.

L'asphalte doit parvenir sur les lieux à une température d'au moins 135°C.

L'Ingénieur vérifie celle-ci à l'aide d'un thermomètre et peut refuser les chargements ne rencontrant pas ces exigences.

Chaque voyage est accompagné d'un billet de livraison en duplicata.

Une fois signée par le surveillant, une copie est remise à l'entrepreneur et l'autre au surveillant.

Mise en oeuvre et conditions climatiques

- a) La pose de revêtement bitumineux ne doit se faire que dans des conditions climatiques acceptables.
- b) Le revêtement bitumineux ne doit pas être appliqué sur une surface humide, détremée ou boueuse. Si l'humidité des granulats affecte la température du mélange ou si la fondation est détremée et couverte de flaques d'eau, il n'est pas permis à l'entrepreneur d'opérer.

Before laying the asphalt, the Contractor shall brush, with liquid asphalt, the contact surfaces with manholes, valve boxes, wells, sidewalks, concrete curb and other structures to ensure a permanent and watertight joint.

Transportation of asphalt mixes

The bituminous mix is transported from the site overlay post in dump trucks equipped with a watertight metallic bed, previously cleaned.

The beds are equipped with a tarpaulin to protect the mix against cooling and bad weather.

Before loading, the interior of each bed is lightly lubricated, without excess.

No hydrotreated heavy naphtha shall be used to clean the interior of the beds before loading the mix.

The asphalt shall reach the site at a temperature of at least 135°C.

The Engineer checks the temperature with a thermometer and may refuse the loads not complying with the requirements.

The load is accompanied with a delivery slip in two copies.

Once signed by the Supervisor, one copy goes to the Contractor and the other to the Supervisor.

Execution and weather conditions

- a) The laying of the bituminous overlay shall be executed in acceptable weather conditions.
- b) The bituminous overlay shall not be laid on humid, sodden or muddy surface. If the granulates' humidity affects the mix temperature or if the foundation is sodden and covered with puddles, the Contractor may not operate.

Aussitôt que la pluie commence, l'inspecteur à l'usine arrête la production. Si la pluie a commencé quelques minutes auparavant sur les chantiers, seules les charges des camions qui ont quitté le plan avant que la pluie ne commence à l'usine seront acceptées; toutefois, elles ne sont épandues que:

1. lorsque l'orage est terminé;
2. lorsque la surface est libérée de l'eau libre;
3. en autant que la température du mélange soit demeurée au-dessus de 121°C.

c) La mise en place du revêtement bitumineux ne peut se faire si la température ambiante est inférieure à 5°C sans l'autorisation de l'Ingénieur. Aucune couche de surface dont l'épaisseur est inférieure à 45 mm ne peut être posée si la température de la surface descend à moins de 7°C sans la permission écrite de l'Ingénieur.

d) L'entrepreneur doit empêcher le piétinement des asphaltes avant qu'ils ne soient cylindrés.

e) Advenant le cas où du piétinement se produirait, les parties ainsi piétinées doivent être brisées au râteau dans toute leur épaisseur et du mélange chaud ajouté, si nécessaire.

f) Tout le cylindrage doit être fait avant le coucher du soleil.

Épandage

L'épandage du revêtement bitumineux doit se faire au moyen d'une profileuse mécanique de modèle connu et approuvé.

Elle doit pouvoir placer le revêtement bitumineux suivant l'épaisseur et les profils établis sans aucune ségrégation du mélange.

Le râtelage est effectué soigneusement par un ouvrier expérimenté de manière à ce qu'après le passage du rouleau compresseur, il n'y ait qu'un minimum de corrections à apporter au niveau final.

As soon as rain starts, the plant inspector stops production. If rain started a few minutes earlier on the sites, only the truck loads which left before the rain started at the plant are accepted; however, the loads will be laid only:

1. when the storm is over;
2. when the surface is free of water;
3. if the temperature of the mix remained above 121°C.

c) The laying of the bituminous overlay shall not be executed if the ambient temperature is lower than 5°C without the Engineer's authorization. No surface layer with a thickness less than 45 mm may be laid if the surface temperature goes below 7°C without the written authorization of the Engineer.

d) The Contractor shall prevent trampling of asphalt before being rolled.

e) In case of trampling, the trampled part shall be raked on all its thickness and hot mix added, if necessary.

f) All rolling shall be done before sunset.

Spreading

The bituminous overlay spreading shall be executed with a grader of an approved and renowned model.

It shall be able to lay the bituminous overlay according to the thickness and profiles established without any mix segregation.

The raking is carefully executed by an experienced worker in order to have a minimum of correction to execute at the final level after the compressor roll as passed.

L'épandage à la main doit être fait suivant les meilleures règles de la pratique courante de façon à obtenir une surface unie et de texture uniforme.

Joints

- a) L'asphalte est étendu d'une manière continue afin d'éviter la formation de joint. Si toutefois des joints sont nécessaires, on prend soin de les rendre parfaitement scellés et imperméables. Ces joints seront compactés latéralement.
- b) Un traitement au fer chaud est nécessaire pour assurer une parfaite cohésion dans ces joints.
- c) Tous les joints longitudinaux et transversaux doivent être faits avec soin de façon à être parfaitement imperméables et scellés et ne présenter aucune irrégularité ni déféctuosité dans l'apparence générale du revêtement.

Aux joints avec un pavage posé antérieurement, lequel est compacté et refroidi, le bord du pavage déjà posé doit être taillé sur toute son épaisseur, d'un trait de scie et badigeonné avec une couche mince et uniforme d'asphalte liquide afin d'exposer une surface nette contre laquelle le mélange chaud peut être posé et râtelé à l'épaisseur voulue. Des pilons et fers chauds doivent être utilisés avec précaution de manière à chauffer le vieux pavage suffisamment pour assurer une bonne liaison.

Cylindrage du mélange

Le compactage de la couche asphaltique doit être fait avec des rouleaux compresseurs à cylindres d'acier pesant au moins 9 000 kg.

Le cylindrage doit d'abord être fait parallèlement à l'axe du chemin commençant sur les bords et allant graduellement vers le centre, puis diagonalement dans les deux sens et perpendiculairement si la largeur du chemin le permet.

Hand spreading shall be done according to current practices in order to obtain a uniform surface and texture.

Joints

- a) The asphalt is spread in a continuous manner to avoid joint formation. However, if joints are necessary, they are perfectly sealed and watertight. Those joints will be compacted laterally.
- b) A hot iron treatment is necessary to achieve a perfect cohesion of those joints.
- c) All the lengthwise and crosswise joints shall be executed with care in order to be perfectly watertight and sealed and free of irregularities or defects in the general appearance of the overlay.

At the joints of the existing asphalt, which is compacted and cold, the edge of the existing asphalt shall be cut on all its thickness, with a saw cut and brushed with a thin and uniform liquid asphalt in order to expose a clean surface against which the hot mix may be laid and raked at the wanted thickness. Pestles and hot irons shall be used with care in order to heat the old asphalt enough to achieve a good bond.

Rolling of the mix

The compaction of the asphalt layer shall be executed with road rollers with steel rolls weighing at least 9 000 kg.

The rolling shall first be executed in parallel with the road axis, from the edge and going gradually toward the centre, then diagonally both ways and perpendicularly if the road width allows it.

Afin d'empêcher l'adhérence des mélanges asphaltiques aux cylindres, ceux-ci doivent être tenus humides. Un excès d'eau doit toutefois être évité. Toutes les parties de la surface qui sont brisées ou déplacées lors du cylindrage doivent être travaillées de nouveau au râteau et du mélange chaud doit être ajouté, si nécessaire.

Afin d'assurer une plus grande densité au pavage ainsi qu'un meilleur scellement de la surface, on doit utiliser en conjonction avec le rouleau à cylindres d'acier, un rouleau compresseur à bandes pneumatiques pesant au moins 10 900 kg. La surface de pavage doit être ainsi roulée, alors que la température du mélange est de soixante-cinq (65) à cent vingt (120) °C.

Après le cylindrage, il n'est permis à aucun véhicule de circuler sur la surface de pavage avant qu'il n'ait complètement refroidi et en aucun cas avant six (6) heures.

Pilonnage

Le long des bordures, autour des couvercles de regards d'égout ainsi qu'à tout endroit inaccessible au rouleau, la surface du pavage doit être bien comprimée avec des pilons chauds et ce, sur une largeur d'au moins 250 mm.

Ce pilonnage à chaud sera fait avec grand soin le long des bordures afin de permettre un écoulement parfait des eaux de surface, s'il y a lieu.

To avoid adhesion of asphalt mix to rollers, the latter shall be kept humid. However, an excess of water shall be avoided. Any part of the surface that are broken or moved while rolling shall be reworked with the rake and the hot mix shall be added, if necessary.

In order to achieve a greater density of asphalt as well as a better surface sealing, a compaction roll with pneumatic stripe weighing at least 10 900 kg shall be used in conjunction with the steel roller. The asphalt surface shall be thus rolled, while the mix temperature is sixty five (65) to one hundred and twenty (120) °C.

After rolling, no vehicle is allowed to circulate on the asphalt before it has completely cooled and on no account before six (6) hours.

Pestling

Along edges, around manholes' cap as well as in any inaccessible place with the roller, the asphalt surface shall be compressed with hot pestles and this, on a width of at least 250 mm.

The hot pestling will be executed with great care along the edges in order to allow a perfect drainage of surface water, if necessary.

Caractéristiques des couches du revêtement

La surface du pavage doit, après le cylindrage, avoir une texture uniforme, sans ségrégation, être régulière et conforme aux plans en coupe et profil; il n'est pas permis de variations supérieures à 5 mm; mesurées sous une règle de trois (3) mètres de longueur. Localement, l'épaisseur totale du pavage ne doit pas être inférieure à plus de 6 mm de celle demandée aux plans et devis; toutes les sections défectueuses doivent être enlevées et remplacées par du mélange de surface, aux frais de l'entrepreneur. De plus, pour les couches de roulement, le coefficient de roulement, tel que mesuré par le roulemètre-étalon, doit être supérieur à 80. Le cylindrage doit être continué jusqu'à ce que l'on obtienne une compacité entre 92.0 % et 98.0 % de la densité « Rice » déterminée.

Les trous faits dans le pavage, selon la méthode ASTM-D 2041, lors du prélèvement des échantillons doivent être comblés par l'entrepreneur à ses frais, sous la surveillance de l'Ingénieur, avec un mélange de même texture que celle du mélange avoisinant et compacté adéquatement.

Entrées pavées

L'entrepreneur doit faire le raccordement du pavage de la route avec le pavage des entrées privées déjà pavées au moment de l'exécution des travaux de la route et ce jusqu'à une distance minimum de 1,0 m du bord de la route ou une distance plus grande afin de respecter une pente maximum de 4% du bord de la route jusqu'à la fin du raccordement.

Characteristics of overlay layers

The asphalt surface shall, after rolling, have a uniform texture, without segregation, be regular and comply with the sectional and profile drawings; no variations over 5 mm are allowed; measured under a three (3) metre long ruler. Locally, the asphalt total thickness shall not be lower than 6 mm than the thickness indicated on the drawings; all faulty sections shall be removed and replaced with surface mix at the Contractor's expense. Furthermore, for the rolling layers, the rolling factor, as measured by the road meter, shall be over 80. The rolling shall continue until compactness between 92.0% and 98.0% of the determined "Rice" density is obtained.

The holes executed in the asphalt, according the ASTM-D 2041 method during sampling shall be filled by the Contractor at his own expense, under the Engineer's supervision, with an equal texture mix as the adjacent mix and compacted adequately.

Asphalted accesses

The Contractor shall execute the junction of the road asphalt with the private accesses already in asphalt at the time of the road work and this up to a minimum distance of 1,0 m from the edge of the road or a greater distance in order to comply with a maximum slope of 4% from the edge of the road to the end of the junction.

Pénalité

La correction pour l'épaisseur et le degré de compaction du béton bitumineux se fait de la façon suivante :

- L'épaisseur du béton bitumineux est vérifiée à l'aide d'échantillons prélevés sous forme de carottes dont le diamètre peut varier entre 115 et 150 mm. Les trous causés par le carottage, lors du prélèvement des échantillons sont remplis immédiatement après l'échantillonnage par l'entrepreneur, à ses frais.
- Le prélèvement par carottage est fait selon une cadence d'une (1) carotte aux 300 tonnes ou un minimum de trois (3) carottes par rue. Le carottage doit être réalisé conjointement par l'entrepreneur et le laboratoire;
- Si l'épaisseur moyenne est inférieure à l'épaisseur spécifiée de plus de 3 mm mais moins de 10 mm, le prix payé est le prix unitaire du contrat multiplié par l'épaisseur moyenne et divisé par l'épaisseur spécifiée.
- Pour délimiter la portion de la chaussée à démolir, on prélève des échantillons par carottage à intervalles de 8 mètres de chaque côté de l'endroit où l'épaisseur mesurée est inférieure de plus de 10 mm à l'épaisseur spécifiée, jusqu'à ce qu'on rencontre un endroit où l'épaisseur s'écarte de moins de 10 mm de l'épaisseur requise.
- La superficie de la section à démolir et à reconstruire est égale au produit de la largeur de la chaussée par la distance mesurée le long de la ligne centrale de la chaussée entre les sections transversales dont l'épaisseur s'écarte de moins de 10 mm de l'épaisseur requise.
- Le degré de compaction est déterminé sur chaque échantillon prélevé pour en vérifier l'épaisseur.

Penalty

Correction of thickness and compaction degree for bituminous concrete is executed as follow:

- The bituminous concrete thickness is checked using samples taken in the shape of carrots with a diameter between 115 and 150 mm. The holes due to coring, while sampling, are filled immediately after sampling by the Contractor, at his own expense.
- The coring sampling is executed according to a rate of one (1) carrot per 300 tons or a minimum of three (3) carrots per street. The coring shall be executed jointly by the Contractor and the laboratory.
- If the average thickness is inferior to the thickness specified by more than 3 mm but less than 10 mm, the price paid is the unit price of the contract multiplied by the average thickness and divided by the specified thickness.
- To delimit the road portion to demolish, samples are taken by coring at 8 meter intervals on each site where the thickness measured is inferior by more than 10 mm of the specified thickness, until a location is met where the thickness' gap is less than 10 mm from the required thickness.
- The area of the section to demolish and rebuild is equal to the product of the road width by the distance measured along the road central line between the crosswise sections where the thickness' gap is less than 10 mm from the required thickness.
- The compaction rate is determined for each sample taken to check the thickness.

- Si le degré de compaction est inférieur à 92.0 %, le prix payé est le prix unitaire du contrat, multiplié par le % payé. Ce pourcentage s'obtient en divisant le degré de compaction moyen par 92 et en élevant cette quantité trouvée à la quatrième puissance, donc $(\text{degré de compaction moyen}/92)^4 = \% \text{ payé}$. La moyenne des degrés de compaction est calculée pour chaque lot unitaire de 1 500 tonnes appartenant à une même rue ou sur les trois carottes minimum.
- If the compaction rate is inferior to 92,0 %, the price paid is the unit price of the contract, multiplied by the % paid. This percentage is obtained by dividing the average compaction rate by 92 and by elevating this found quantity to the fourth power, so $(\text{average compaction rate}/92)^4 = \% \text{ paid}$. The average compaction rate is calculated for each unit batch of 1 500 tons belonging to the same street or on three carrots minimum.

MOYENNE DES DEGRÉS DE COMPACTION	% PAYÉ	AVERAGE COMPACTION RATE	% PAID
85.0	72,9	85.0	72,9
86.0	76,4	86.0	76,4
87.0	80,0	87.0	80,0
88.0	83,7	88.0	83,7
89.0	87,6	89.0	87,6
90.0	91,6	90.0	91,6
91.0	95,7	91.0	95,7
92.0	100,0	92.0	100,0

3.1.5.4 Mode de paiement

Enrobé bitumineux

En plus de ce qui est prévu à l'article 13.3.5.4 du CCDG (2014) et les spécifications des articles de la présente section, le prix soumis au mètre carré, mesuré entre les bordures au niveau du pavage fini, inclut la fourniture et l'opération d'un système électronique complet pour la pesée, ainsi que la fourniture de tout le matériel requis pour la signalisation durant ces travaux.

Retenue spéciale pour joint transversal non conforme

Un montant de 2 500 \$ est retenu pour chaque joint transversal non conforme aux articles 13.3.4.3 et 13.3.4.7 du CCDG (2014) jusqu'à ce que l'entrepreneur ait corrigé ce joint de façon à le rendre acceptable. La méthode de correction doit être approuvée par le surveillant.

La retenue spéciale devient permanente si au moment de l'acceptation finale aucun correctif satisfaisant n'a été effectué.

3.1.5.4 Method of payment

Bituminous overlay

In addition to what is indicated in article 13.3.5.4 of CCDG (2014) and the specifications in the articles of this section, the price submitted in square metre, measured between the edges at asphalt finish level, include the supply and operation of a complete electronic system for weighing as well as the supply of all the material required for signalling during the works.

Special retainer for non-complying crosswise joint

An amount of 2 500 \$ is retained for each crosswise joint not complying with CCDG (2014) articles 13.3.4.3 and 13.3.4.7 until the Contractor has corrected the joint in a manner rendering it acceptable. The corrective method shall be approved by the Supervisor.

The special retainer becomes permanent if, at the time of the final acceptance no satisfying correction has been made.

4.0 TRAVAUX CONNEXES

4.1 DÉBOISEMENT, ESSOUCHEMENT ET DÉCAPAGE

L'entrepreneur doit décaper, déboiser et dessoucher toute l'emprise du passage piétonnier.

L'entrepreneur doit s'entendre avec le surveillant avant le début des travaux de déboisement et d'essouchement afin d'identifier correctement les arbres à couper et les souches à enlever.

Les travaux de déboisement et d'essouchement doivent être exécutés en conformité avec l'article 11.2 du CCDG (2014).

L'entrepreneur doit procéder, s'il y a lieu, au déboisement, à l'essartement et à l'essouchement sur toute la superficie du site de la construction, en coupant au niveau du sol tous les arbres, arbustes, broussailles et/ou branches existantes, en enlevant le bois mort et autres débris végétaux.

Les matériaux de rebut sont la propriété de l'entrepreneur qui doit en disposer à ses frais à un endroit approuvé par le Propriétaire et l'ingénieur. Le brûlage sur le site est autorisé à la condition d'obtenir au préalable un permis de brûlage auprès du service incendie de la Ville de Sherbrooke.

Dans le cas présent, le bois est considéré comme un matériau de rebut et l'entrepreneur doit en disposer hors du site des travaux selon les règlements en vigueur.

Ainsi, l'entrepreneur doit fournir un prix forfaitaire selon le bordereau de soumission pour tous les travaux de déboisement, d'essouchement et de décapage requis selon les spécifications montrées aux plans. Le montant payé est le prix forfaitaire soumis par l'entrepreneur dans son bordereau de soumission sans aucune autre compensation.

4.0 RELATED WORKS

4.1 TREE AND STUMP CLEARING, AND SCOURING

The Contractor shall scour and clear all trees and stumps from the pedestrian area.

The Contractor shall agree with the Supervisor before beginning the tree and stump clearing in order to identify the trees to cut and stumps to remove.

The tree and stump clearing works shall be executed in compliance with CCDG (2014) article 11.2.

The Contractor shall proceed, if required, to clear the trees, roots and stumps on all the area of the construction site, by cutting to ground level all trees, shrubs, bushes and existing limbs, by clearing deadwood and other vegetable debris.

Cast-off materials belong to the Contractor who shall dispose of them at the Contractor's expense in a location approved by the Owner and the Engineer. On-site burning is authorized provided a burning permit has previously been secured from the City of Sherbrooke fire department.

At this time, wood is deemed to be a cast-off material and the Contractor shall dispose of it outside the worksite in compliance with current applicable regulations.

The Contractor shall supply an inclusive price according to the tender form for all tree and stump clearing and scouring required according to the specification in the drawings. The amount paid is the inclusive amount submitted in the tender form by the Contractor with no other compensation.

Sont inclus, sans s'y limiter, tous les travaux suivants:

- la coupe et l'enlèvement des arbres de toutes dimensions situés à l'intérieur de la limite des travaux;
- l'enlèvement des souches de toutes dimensions;
- la disposition hors du site des travaux du bois, des souches et de tous autres débris végétaux et de terre végétale;
- le décapage;
- tous les travaux connexes.

All the following works are included but not limited to:

- Cutting and removal of trees of any dimension inside the work limit;
- Removal of stumps of any dimension;
- Disposal off-site of wood, stumps and any other vegetable debris and vegetable soil;
- Scouring;
- Any related works.

4.2 RÉFECTION DE CHAUSSÉE ET DE SURFACE

4.2 ROADWAY AND OVERLAY REBUILDING

4.2.1 Généralité

4.2.1 General

La réfection de chaussée et de surface inclut tous les travaux et matériaux nécessaires à la réfection complète des ouvrages réalisés dans les chaussées et surfaces existantes. L'entrepreneur doit réparer toutes les surfaces endommagées par les travaux et remettre les lieux dans leur état original.

Rebuilding of pavement and overlay includes all works and materials needed for a complete overhaul of all existing pavements and overlays. The Contractor shall repair all the surfaces damaged during the works and leave the area in its original condition.

4.2.2 Réfection de chaussée existante

4.2.2 Rebuilding of pavement

Cet ouvrage désigne tous les travaux nécessaires à la réfection de la chaussée pavée et en gravier endommagée lors des travaux. Le travail doit être réalisé de façon à reconstruire la structure de chaussée existante. Cette réfection de chaussée inclut plus particulièrement le déblai 2^e classe et la préparation de l'infrastructure, la fourniture et la mise en place de la sous-fondation, des fondations inférieures et supérieures ainsi que la fourniture et la mise en place d'un enrobé bitumineux le tout selon les prescriptions de l'article « Construction de chaussée » des présentes clauses techniques particulières. L'entrepreneur doit également effectuer des transitions dans la structure de rue existante, conformément aux normes du CCDG (2014) du ministère des Transports du Québec.

This includes all work required to rebuild the asphalt and gravel pavement damaged during the works. The work shall be executed so to rebuild the existing pavement structure. This rebuilding work includes more specifically 2nd class excavation and preparation of infrastructure, supply and laying of sub-foundation, lower and upper foundations as well as the laying of a bituminous overlay according to the article "Pavement construction" in this specific technical clauses. The Contractor shall also build up the transitions in the existing street structure, in compliance with MTQ's CCDG (2014) standards.

4.2.3 Réfection de surface

4.2.3.1 Réfection des entrées piétonnières et charretières

Cet ouvrage inclut le long des ouvrages proposés, tous les travaux de déblai et remblai de réfection des entrées privées (piétonnières et charretières) en béton bitumineux, béton de ciment, béton décoratif (pavé imbriqué) et en pierre concassée et de réfection des bordures de béton bitumineux et/ou de ciment de l'entrée, etc. touchés par les travaux de manière à raccorder ces entrées privées selon des pentes acceptables et à les remettre suivant leur état original. Les travaux à exécuter se définissent comme suit :

1) Entrées piétonnière et charretière gravelées

- le terrassement (remblai-déblai) ;
- la fourniture et la mise en place de granulats concassés MG-20 ou du même type de matériaux que l'existant sur une épaisseur de 300 mm compacté à 98% du Proctor modifié ;
- la réfection des bordures de béton bitumineux et/ou de ciment de l'entrée.

2) Entrées piétonnière et charretière pavées

- le sciage du pavage à l'endroit du raccordement ;
- le liant d'accrochage ;
- le terrassement (remblai-déblai) ;
- le reprofilage de l'infrastructure ;
- la fourniture et la mise en place matériaux recyclés d'une épaisseur minimum de 300 mm compacté à 98% du Proctor modifié ;
- la fourniture et la pose d'enrobé bitumineux de type EB-10S d'une épaisseur de 63 mm après compaction ;
- la réfection des bordures de béton bitumineux et/ou de ciment de l'entrée.

4.2.3 Overlay rebuilding

4.2.3.1 Rebuilding of pedestrian and carter's entrance

This includes all excavation and backfill rebuilding works along the project for private entrances (pedestrian and carter) in bituminous concrete, concrete cement, decorative concrete (bricked pavement) and in crushed stones and the rebuilding entrance of bituminous concrete and/or concrete edges, etc. affected by the works in order to reconnect these private entrances according to an acceptable slope and return them to their original condition. The works to be executed are defined as follow:

1) Gravelled pedestrian and carter's entrance

- Earthwork (excavation/backfill);
- Supply and laying of crushed granulates MG-20 or of the same kind of material as the existing one, on a thickness of 300 mm compacted to 98% of modified Proctor;
- Rebuilding of bituminous concrete and/or concrete entrance edges.

2) Paved pedestrian and carter's entrance

- Pavement sawing at the connection point;
- Binder;
- Earthwork (excavation/backfill);
- Infrastructure profiling;
- Supply and laying of recycled material on a thickness of 300 mm compacted to 98% modified Proctor;
- Supply and laying of bituminous overlay EB-10S type on a thickness of 63 mm after compaction;
- Rebuilding of bituminous concrete and/or concrete entrance edges.

3) Entrées piétonnière et charretière en béton de ciment

- sciage de la dalle et du trottoir existant ;
- l'installation de goujons d'ancrage 15 M à 600 mm c/c avec pénétration de 300 mm minimum dans le béton frais et ancrage chimique Hilti HVA dans le béton existant ;
- le terrassement (remblai-déblai) ;
- la fourniture et la mise en place d'une fondation de granulats concassés MG 20 d'une épaisseur de 150 mm et compactée à 98% du Proctor modifié ;
- la reconstruction de la dalle ou du trottoir de béton 35 MPa sur une épaisseur de 150 mm (voir article 5.9 pour spécifications du béton);
- la réfection des bordures de béton bitumineux et/ou de ciment de l'entrée.

4) Entrées piétonnière et charretière en pavé imbriqué

- l'enlèvement et la mise en réserve des briques, pierres, pierres cimentées ou pavés de béton imbriqué ;
- le terrassement (remblai-déblai) ;
- la fourniture et la mise en place d'un coussin de granulats concassés MG 20 d'une épaisseur de 300 mm compacté à 98% du Proctor modifié ;
- la fourniture et la mise en place d'un coussin de criblures de pierres d'une épaisseur de 25 mm compacté ;
- la mise en place des briques, pierres ou pavés de béton imbriqué enlevés lors de l'excavation ;
- le remplacement des briques, pierres ou dalles brisés lors de la construction ;
- la réfection des bordures de béton bitumineux et/ou de ciment de l'entrée.

3) Concrete cement pedestrian and carter's entrance

- Sawing of existing slab and sidewalk;
- Installation of anchorage stud 15M at 600 mm c/c with a minimum of 300 mm penetration in fresh concrete and chemical anchorage Hilti HVA in existing concrete;
- Earthwork (excavation/backfill);
- Supply and laying of MG 20 crushed granulates foundation on a thickness of 150 mm compacted to 98% of modified Proctor;
- Rebuilding of concrete slab or sidewalk 35 MPa on a thickness of 150 mm (see article 5.9 for concrete specifications);
- Rebuilding of bituminous concrete and/or concrete entrance edges.

4) Bricked pavement pedestrian and carter's entrance

- Removal and storage of bricks, stones, cement stones or bricked pavement;
- Earthwork (excavation/backfill);
- Supply and laying of MG 20 crushed granulates cushion on a thickness of 300 mm compacted to 98% of modified Proctor;
- Supply and laying of screening stones cushion on a compacted thickness of 25 mm;
- Laying of bricks, stones or bricked pavement removed while excavating;
- Replacement of bricks, stones or slab broken during construction;
- Rebuilding of bituminous concrete and/or concrete entrance edges.

4.2.3.2 Réfection des terrains privés aménagés

Cet ouvrage inclut le long des ouvrages, tous les travaux de terrassement et de réfection des terrains privés soit le gazon, les haies, arbustes et arbres, les clôtures, les objets décoratifs ainsi que les murets de béton et de bois touchés par des travaux de manière à les remettre dans leur état original. Les travaux à exécuter se définissent comme suit :

1) Réfection du gazon

- terrassement (remblai-déblai) ;
- fourniture et mise en place de terre végétale sur une épaisseur de 100 mm ;
- fourniture et mise en place de gazon cultivé d'une largeur minimum de 450 mm (les petites lisières et les pointes ne sont pas acceptées). Couper le gazon existant à la tranche (pas de chevauchement). Le raccordement entre le gazon existant et le nouveau gazon doit être effectué de façon parfaite et sans décalage (au même niveau);
- protection et entretien des surfaces engazonnées jusqu'à la réception définitive des travaux selon les spécifications de l'article 18.3.8 du CCDG (2014);
- tous les travaux doivent être conformes à la section 18.3 du CCDG (2014) du ministère des Transports du Québec.

2) Réfection des haies, arbustes et arbres

- l'enlèvement et l'entreposage adéquats ;
- le creusage à l'endroit où les haies, arbustes et arbres doivent être replacés ;
- l'apport de terre végétale et d'engrais nécessaires ;
- le remplacement des plants brisés
- tous les travaux doivent être conformes à la section 18.4 du CCDG (2014)

4.2.3.2 Rebuilding of landscaped private properties

This includes all lawn rebuilding and private property rebuilding works along the project for lawns, hedges, shrubs and trees, fences, decorative items as well as concrete wall and wood affected by the works in order to return everything to their original condition. Work to be carried out is defined as follows:

1) Lawn rebuilding

- Earthwork (excavation/backfill);
- Supply and laying of vegetable soil on a thickness of 100 mm;
- Supply and laying of cultivated lawn strips of a minimum width of 450 mm (narrower strips and tips not accepted). Cut the existing lawn with a slicer (no overlapping). The junction between the existing and the new law must be perfect with no offset (at the same level);
- Protection and maintenance of lawn areas until final work acceptance under the provisions of CCDG (2014) article 18.3.8;
- All works shall be in accordance with MTQ's CCDG (2014) section 18.3.

2) Rebuilding of hedges, shrubs and trees

- Removal and adequate storage;
- Excavation where the hedges, shrubs and trees shall be replaced;
- Input of necessary vegetable soil and fertilizer;
- Replacement of broken plants;
- All works shall comply with CCDG (2014) section 18.4.

3) Réfection de clôtures

- le démantèlement, l'enlèvement et l'entreposage de la clôture existante ;
- la pose de la clôture une fois les travaux complétés ;
- la peinture tel que l'existante ;
- le remplacement des sections de clôture endommagées par les travaux selon l'existant.

4) Réfection de murets en béton ou en bois

- le sciage du muret existant ;
- le coussin en granulats concassés MG 20 sur une épaisseur de 150 mm (muret de béton uniquement) ;
- les goujons d'ancrage (muret de béton uniquement) ;
- le béton 35 MPa selon les même dimensions que l'existant ;
- la fourniture et l'installation de pièces de bois de même dimensions que l'existant et traitées sous pression (vert) ou créosotées (noir) selon le cas, comme l'existant.

5) Objets décoratifs, enseignes, panneaux de signalisation

- l'entrepreneur doit référencer, enlever les objets décoratifs, enseignes et panneaux de signalisation touchés par les travaux et les réinstallés à leurs endroits d'origine ou près de leur point d'origine selon les indications du propriétaire.

6) Réfection du pâturage

- enlèvement et mise en pile de la terre végétale existante avec semis;
- terrassement (remblai-déblai);
- fourniture et mise en place de terre végétale sur une épaisseur de 100 mm;
- remise en place de la terre végétale existante.
- régalaage et nettoyage du terrain.

3) Fence rebuilding

- Dismantling, removal and storage of existing fence;
- Laying of fence when work completed;
- Paint as the existing one;
- Replacement of damaged sections according to the existing one.

4) Rebuilding of concrete or wood walls

- Sawing of existing wall;
- Crushed granulates cushion on a thickness of 150 mm (concrete wall only);
- Anchorage stud (concrete wall only);
- Concrete 35 MPa according to existing dimensions;
- Supply and installation of wood pieces of same dimensions as existing one and pressure treated (green) or creosote (black) as the existing one.

5) Decorative items, road and business signs

- The Contractor shall reference, remove decorative items, commercial and road signs affected by the works and then reinstall them at or near their original locations following owner's instructions.

6) Rebuilding pasture

- Removal and stocking of the existing top soil and seeding;
- Earthwork (excavation/backfill);
- Supply and laying of vegetable soil on a thickness of 100 mm;
- Placing of the existing top soil;
- Levelling and cleaning of ground.

4.2.4 Mode de paiement

L'entrepreneur doit prendre note que la réfection de chaussée est incluse dans le prix de la conduite d'aqueduc, des bornes d'incendie, des branchements de service, de l'enlèvement de poteau et des bornes d'incendie.

4.3 SIGNALISATION ET PANNEAU EXISTANT (BORNE D'INCENDIE)

L'entrepreneur doit récupérer, entreposer et remettre en place tous les poteaux de signalisation et d'identification existants de borne d'incendie. À la fin des travaux, l'entrepreneur devra fournir des panneaux supplémentaires, si requis, pour les nouvelles bornes d'incendie, tels que les existants.

Les travaux relatifs à l'enlèvement et la remise en place des panneaux d'identification des bornes d'incendie doivent être inclus à l'item « Borne d'incendie et accès ». Pour les autres travaux d'enlèvement et de remise en place de la signalisation, ceux-ci sont à inclure au prix unitaire de la conduite.

4.4 ACCESSOIRES À AJUSTER

Par accessoires, on entend boîte de vannes, vannes de gaz, boîte du Bell et tous équipements des services d'utilités publiques, y compris les regards des services souterrains.

L'entrepreneur doit aviser et coordonner les travaux avec les compagnies concernées et, le cas échéant, faire exécuter les travaux par lesdites compagnies à ses frais.

À remarquer que les coûts relatifs à l'ajustement des branchements privés d'aqueduc sont inclus dans le présent article.

Le rehaussement des accessoires doit être fait avec des pièces standards existantes sur le marché au niveau du pavage fini et ce, avant la pose du revêtement bitumineux.

4.2.4 Payment method

The Contractor shall note that the rebuilding of pavement and overlay are included in the water pipe, fire hydrant, service entrance, electrical post removal and fire hydrant removal units cost.

4.3 SIGNALIZING AND EXISTING IDENTIFICATION PANELS (FIRE HYDRANT)

The Contractor shall recover, store and reinstall all existing signaling posts and identification panels. If necessary, the contractor will provide and install new identification panels for the new fire hydrant as the same as the existing one.

The removal and reinstallation of the existing panels for the existing fire hydrant are included in "Fire hydrant and access". The removal and reinstallation for the other identification post are included in the unit cost for the water main line.

4.4 ADJUSTMENT OF ACCESSORIES

By accessories we mean valve boxes, gas valves, Bell box and all equipment for public utilities, including manholes for underground utilities.

The Contractor shall notify and coordinate the works with the concerned companies and if needed, have the work executed by the said companies at his own expense.

Note that the costs relating to the aqueduct private connection adjustment are included in this article.

The accessories heightening shall be done with standard parts existing on the market for finish pavement and this, before laying the bituminous overlay.

4.5 FOSSÉ À CREUSER OU À REPROFILER

L'entrepreneur doit creuser et/ou reprofiler des fossés aux endroits et selon les détails indiqués aux plans. Les travaux comprennent l'excavation selon les niveaux prescrits, le profilage des talus, le chargement, le transport et la disposition des matériaux d'excavation hors du site des travaux.

Le creusage et/ou le reprofilage des fossés est inclut dans le prix unitaire de conduite à installer.

4.6 ISOLANT

L'entrepreneur doit fournir et installer un isolant rigide de type styrofoam Hi-60 de Dow ou équivalent approuvé selon les dimensions indiquées aux plans.

L'entrepreneur doit prendre toutes les précautions nécessaires pour ne pas briser l'isolant ou réduire sa capacité isolante lors de la pose et du recouvrement de ce dernier. Pour se faire, il doit préparer la surface à recouvrir, afin qu'elle soit uniforme, exempte d'aspérités et de largeur suffisante pour appuyer l'isolant sur sa pleine superficie. Une attention particulière doit être apportée au niveau des joints entre les panneaux d'isolant, afin que la protection thermique soit similaire sur l'ensemble de l'ouvrage. L'usage d'éléments de retenue (ruban adhésif, attaches ou autres) est recommandé, afin de maintenir les panneaux ensemble.

Les travaux sont inclus dans le prix unitaire de la conduite d'aqueduc.

4.5 DITCH TO EXCAVATE OR RESHAPE

The Contractor shall excavate and/or reshape ditches in the location and according to the details in the drawings. The works include excavation according to the levels indicated, reshaping of the slopes, loading, transportation and disposal of excavation materials off-site.

The excavation and/or reshaping of ditches is include in unit cost for the water main.

4.6 INSULATION

The Contractor shall supply and install a rigid insulation, Dow Styrofoam Hi-60 type or an approved equivalent according to the dimensions indicated in the drawings.

The Contractor shall take all the necessary measures not to brake or reduce the capacity of the insulation while laying and covering it. To do so, he shall prepare the surface to cover so that it is uniform, without asperity and large enough to press the insulation on its full surface. A special care shall be taken at the joints between insulation panels in order to have similar thermal protection for the whole work. The use of adhesive tape, fasteners or other is recommended in order to maintain the panels together.

The works are included in the water pipe unit cost.

4.7 PONCEAU

L'entrepreneur doit fournir et installer des ponceaux de diamètres variables, conformément aux plans. Les ponceaux sont en béton armé, classe 4.

En plus, l'entrepreneur doit inclure aux travaux de pose du ponceau les ouvrages suivants :

- l'excavation de la tranchée;
- la fourniture et la mise en place du coussin de support;
- la fourniture et la mise en place des matériaux d'enrobage du ponceau;
- la fourniture et la mise en place des matériaux de remblayage du ponceau;
- la réalisation des transitions;
- l'enlèvement du ponceau existant et sa disposition;
- la fourniture et la mise en place d'un revêtement en pierres pour la protection des extrémités du ponceau contre l'érosion, incluant le géotextile, si requis;
- et toutes autres dépenses incidentes.

Ces travaux sont inclus dans le prix des bornes d'incendie ou de la conduite d'aqueduc selon le cas.

4.8 ENSEMENCEMENT HYDRAULIQUE

L'Entrepreneur doit procéder à l'ensemencement hydraulique à tous les endroits touchés par les travaux et ce, en respectant les spécifications de l'article 18.3.6 du CCDG (2014) du ministère des Transports du Québec. Au préalable, l'entrepreneur fournit et met en place 100 mm d'épaisseur de terre végétale sur la superficie à ensemer.

4.7 Culvert

The contractor shall supply and install culverts with variable diameter in compliance with the plans. The culvert are of reinforced concrete classe 4.

In addition, the contractor shall include the following works with culvert laying:

- excavation of trench;
- the supply and laying of bedding material;
- the supply and laying of embed material of the pipe;
- the supply and laying of backfilling materials of culvert;
- transitions layout;
- removing of existing culvert and his disposal;
- the supply and laying of stone facing to protect end of culvert against erosion with geotextile if required;
- all other relative costs.

These works are included in unit cost for fire hydrant or in the unit cost for the water main line if needed.

4.8 HYDRAULIC SOWING

The contractor shall proceed of hydraulic sowing on all the site affected by the works in respect of specification of MTQ's CCDG (2014) article 18.3.6. Previously, the contractor supplies and lay on vegetable soil with a thickness of 100 mm on areas to sow.

4.9 ENLÈVEMENT DE POTEAUX D'ÉLECTRICITÉ 4.9 ELECTRICAL POST REMOVAL

L'entrepreneur doit procéder à l'enlèvement de poteaux électriques existants hors d'usage et montrés au plan.

Le coût inclut l'enlèvement du poteau, la disposition hors du site (le poteau devient la propriété de l'entrepreneur) et la remise en état de la surface, incluant la terre végétale, l'engazonnement par plaques ou autres éléments endommagés par les travaux.

The contractor shall proceed to remove all the existing electrical post shown on drawing and useless.

The unit cost include the removal of the post (the post will be the contractor propriety), the transportation at a approved site and the soil repair, including the top soil, grass planting or other elements damaged during the job.

4.10 ENLÈVEMENT DES BORNES D'INCENDIE 4.10 FIRE HYDRANT REMOVAL

Une fois les travaux terminés pour la conduite proposée (testée et approuvée), l'entrepreneur enlèvera les bornes d'incendies existantes jusqu'au té de raccordement à la conduite principale et disposera de la borne d'incendie (montée avec la vanne) sur le site désigné par le Propriétaire.

Les coûts incluent l'enlèvement de la borne d'incendie et la réparation du terrain existant, incluant la terre végétale, l'engazonnement par plaques ou autres éléments endommagés par les travaux.

When the new potable water network is tested and accepted, the contractor will have to remove the existing fire hydrant at the connecting Te at the main line. He will disposed the fire hydrant with is valve on site designed by the owner.

The unit cost will include the removal of the fire hydrant and the existing ground surface repair, including the top soil, grass planting or other elements damaged during the job.

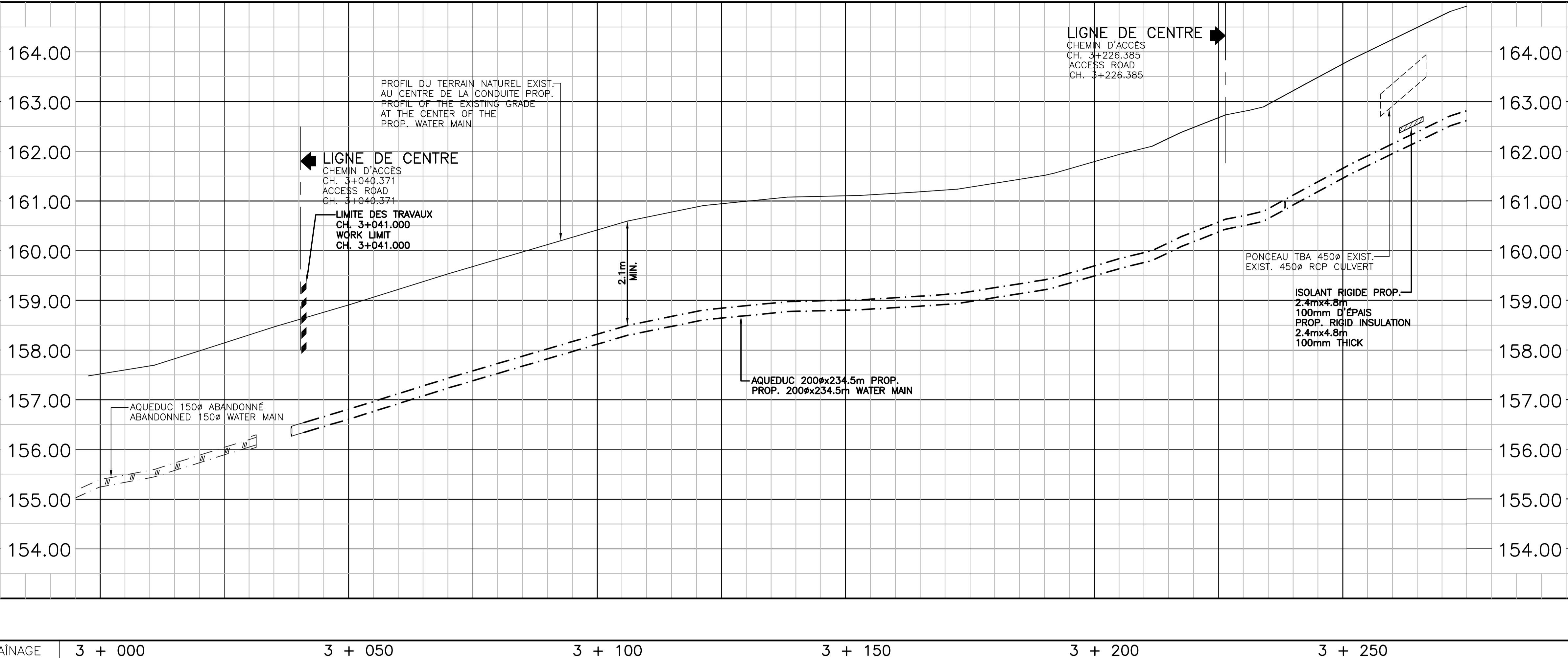
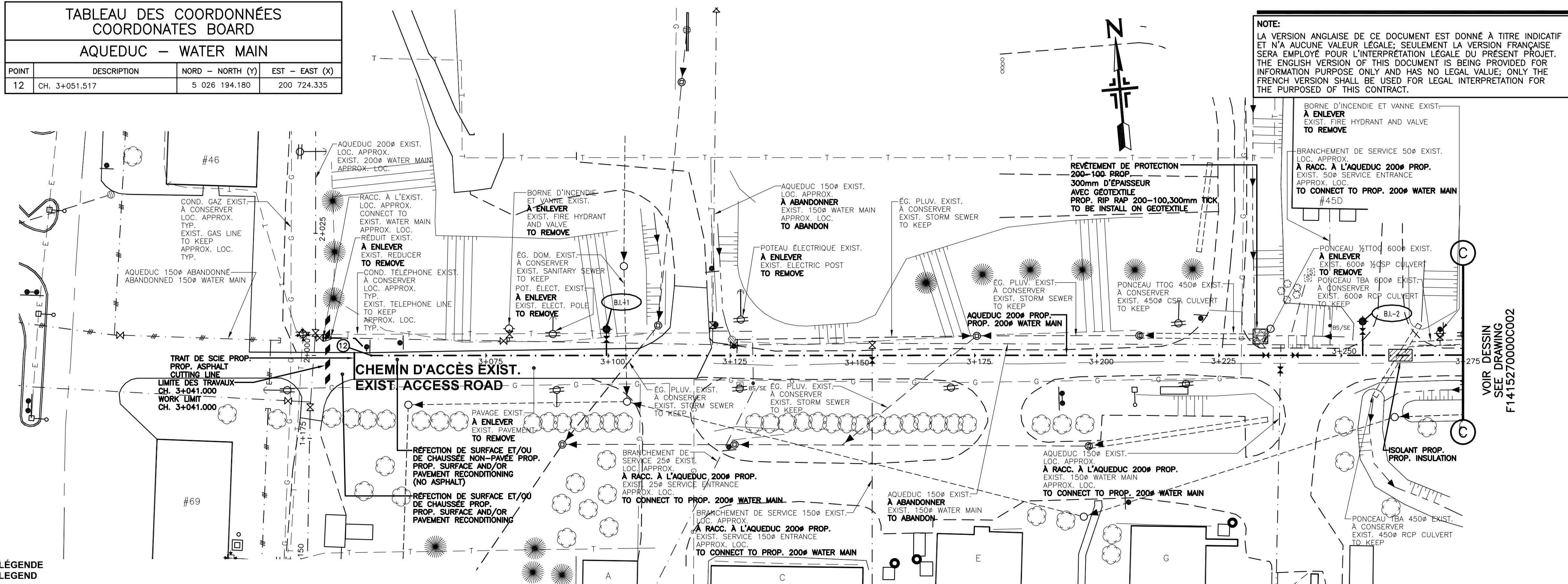


TABLEAU DES COORDONNÉES COORDONATES BOARD			
AQUEDUC - WATER MAIN			
POINT	DESCRIPTION	NORD - NORTH (Y)	EST - EAST (X)
12	CH. 3+051.517	5 026 194.180	200 724.335



NOTE:
LA VERSION ANGLAISE DE CE DOCUMENT EST DONNÉ À TITRE INDICATIF ET N'A AUCUNE VALEUR LÉGALE; SEULEMENT LA VERSION FRANÇAISE SERA EMPLOYÉ POUR L'INTERPRÉTATION LÉGALE DU PRÉSENT PROJET. THE ENGLISH VERSION OF THIS DOCUMENT IS BEING PROVIDED FOR INFORMATION PURPOSE ONLY AND HAS NO LEGAL VALUE; ONLY THE FRENCH VERSION SHALL BE USED FOR LEGAL INTERPRETATION FOR THE PURPOSED OF THIS CONTRACT.

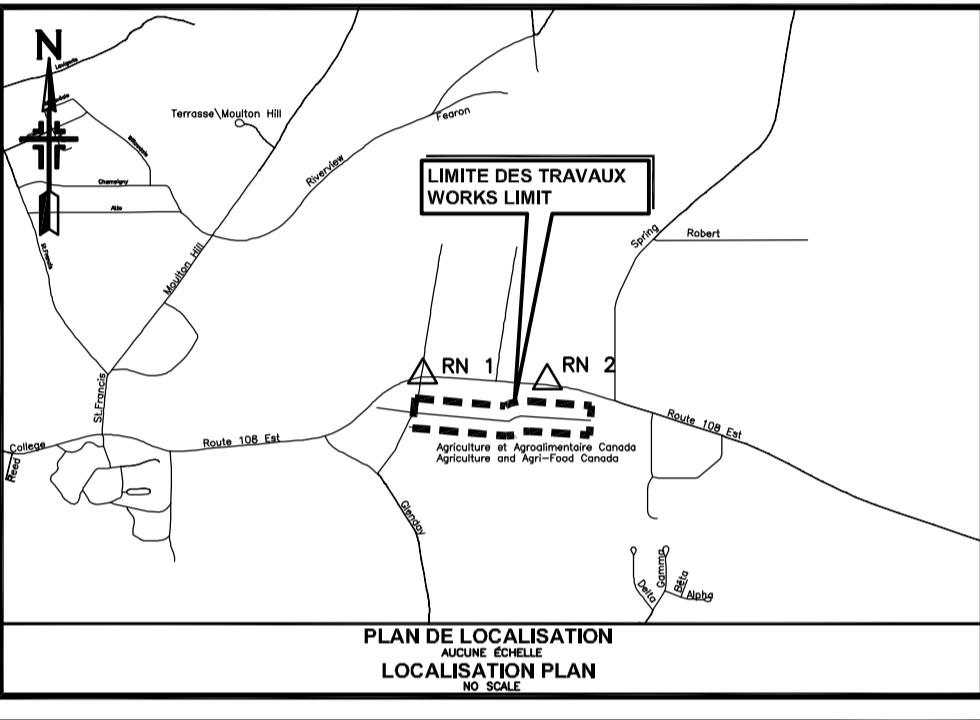
EXISTANT EXISTING		PROPOSÉ PROPOSED		EXISTANT EXISTING		PROPOSÉ PROPOSED		EXISTANT EXISTING		PROPOSÉ PROPOSED		EXISTANT EXISTING		PROPOSÉ PROPOSED	
REGARD MANHOLE	○	POSTE DE POMPAGE SEWER PUMPING STATION	⊠	ELEVATION	—	CONDUITES SANITARY	—	LIGNE D'EMPRISE DE RUE	—	LIGNE LIMITE DU SITE EXISTANT	—	VOIE FERROVAIRE RAIL ROAD	—	CONDUIT ELECTRIQUE ELECTRICAL LINE	—
PUSARD CATCH-BASIN	⊖	CHAMBRE DE VANNE VALVE CHAMBER	⊞	LAMPADAIRE LIGHT POLE	—	EGOUT DOMESTIQUE SANITARY	—	D'EMPRISE DE RUE	—	CONDUIT CÂBLE-OT. CABLE-OT. LINE	—	CLÔTURE FENCE	—	CONDUIT CÂBLE-OT. CABLE-OT. LINE	—
REGARD AVEC GRILLE MANHOLE-CATCH-BASIN	⊗	VALVE VALVE	⊕	REGULADREU BACK FLOW	—	EGOUT PLUVIAL STORM	—	DE LOT	—	FILS AERENS AIRIAL WIRES	—	BORRURE CURB	—	HAUT DE TALUS TOP OF SLOPE	—
PUITS D'ACCÈS MANHOLE	⊙	BORNE D'INCENDIE FIRE HYDRANT	⊕	EGOUT COMBINÉ COMBINED	—	REFRIGERATION	—	SURTOUTE PERMA. PERMANENT EASEMENT	—	HAUT DE TALUS TOP OF SLOPE	—	BORD DE BOISE WOODED AREA	—	BAS DE TALUS BOTTOM OF SLOPE	—
REGARD NON-LOCALISE UNFOUND MANHOLE	○	BOUCHON CAP	⊕	AQUEDUC WATER MAIN	—	BRANCHEMENT DE SERVICE 25" EXIST. EXIST. 25" SERVICE ENTRANCE	—	SERVICE TEMPO. TEMPORARY EASEMENT	—	COURBE DE NIVEAU CONTOUR LINE	—	CONIFERE CONIFEROUS	—	FEUILLU LEAFY	—
PUISARD NON-LOCALISE UNFOUND CATCH-BASIN	⊖	BRANCHEMENT DE SERVICE SERVICE ENTRANCE	⊕	EAI NON-POTABLE UNDERDRINKABLE WATER	—	BRANCHEMENT DE SERVICE 150" EXIST. EXIST. 150" SERVICE ENTRANCE	—	ZONE INCONDUITABLE UNDERDRINKABLE	—	CONTOUR LINE	—	CONFERE CONIFEROUS	—	BATIMENT BUILDING	—

NOTES:
LES TRAVAUX DOIVENT ETRE EXECUTES EN CONFORMITE AVEC LA NORME NO 1809-900 "TRAVAUX DE CONSTRUCTION DOCUMENTS ADMINISTRATIFS GENERAUX OUVRAGES DE GENIE CIVIL", EDITION DU 15 FEVRIER 2002.
LES TRAVAUX DOIVENT ETRE EXECUTES EN CONFORMITE AVEC LE CAHIER DES CHARGES ET DEVIS GENERAUX DU MINISTERE DES TRANSPORTS DU QUEBEC, EDITION 2003, AINSI QUE LA NORME NO 1809-300/2004 "TRAVAUX DE CONSTRUCTION CLAUSES TECHNIQUES GENERALES CONDUITES D'EAU ET D'EGOUTS", EDITION 2004.
WORK MUST BE CARRIED OUT IN CONFORMITY WITH STANDARD NO 1809-900 "TRAVAUX DE CONSTRUCTION DOCUMENTS ADMINISTRATIFS GENERAUX OUVRAGES DE GENIE CIVIL", EDITION 2002.
WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE "CAHIER DES CHARGES ET DEVIS GENERAUX DU MINISTERE DES TRANSPORTS DU QUEBEC", 2003 EDITION, AND THE STANDARD NO 1809-300/2004 "TRAVAUX DE CONSTRUCTION CLAUSES TECHNIQUES GENERALES CONDUITES D'EAU ET D'EGOUTS", 2004 EDITION.

L'ENTREPRENEUR DOIT, AVANT DE COMMENCER SON TRAVAIL, VERIFIER TOUTE COTE ET MESURE SUR PLACE.
THE CONSTRUCTOR MUST, BEFORE BEGINNING HIS WORK, CHECK ALL DIMENSIONS AND MEASUREMENTS ON THE SPOT.

R.N. No : # 1
ELEVATION : 159.580 m (GÉOD.)
DESCRIPTION : REPERE GEODESIQUE #95K4141 SITUE SUR UNE BASE DE BETON AU N.-O. DE L'INTERSECTION DE LA ROUTE 108 ET D'UN CHEMIN PRIVE FACE A LA FERME EXPERIMENTALE DE LENNOXVILLE.
BENCH MARK #95K4141 LOCATED ON A CONCRETE BASE TO THE N.-W. OF THE INTERSECTION OF ROUTE 108 AND A PRIVATE ROAD INFRONT ON THE EXPERIMENTAL FARM OF LENNOXVILLE.
Y= 5 026 355.724 X=200 693.068

R.N. No : # 2
ELEVATION : 181.550 m (GÉOD.)
DESCRIPTION : REPERE GEODESIQUE #95K4140 SITUE A 2.0km VERS L'OUEST DES ROUTES 251 ET 108. LE POINT EST SITUÉ DANS L'EMPREISE DE LA ROUTE 108 A 13.0m D'UNE ENTREE DE CHAMPS.
BENCH MARK #95K4140 LOCATED AT 2.0km TOWARDS THE WEST OF THE INTERSECTION OF ROUTES 251 AND 108. THE POINT IS LOCATED IN THE RIGHT OF WAY OF ROUTE 108 AT 13.0m OF A FIELD ENTRANCE.
Y= 5 026 329.412 X=201 241.886



NO	REFERENCES DATUM	NO
1	DOSSIER S.M. / S.M. FILE	F063566002

NO	MODIFICATIONS	INIT.	DATE
00	ÉMIS POUR SOUMISSION / ISSUED FOR QUOTATION	A.B.	08/07/14
B	RÉVISION GÉNÉRALE / GENERAL REVISION	A.B.	26/06/14
A	ÉMIS POUR APPROBATION / ISSUED FOR APPROVAL	A.B.	09/06/14

SCALE: SEAL:

Les Consultants S.M. inc.
75, rue Queen, suite 2200, Montréal (Québec) H3C 2N6
(514) 982-8001 - Fax: (514) 982-8108
2111, boul. Farnham-Lafontaine, Longueuil (Québec) J4G 2J4
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740, rue Ducloux, 2e étage, Sherbrooke (Québec) J1H 1Z3
(819) 568-8805 - Fax: (819) 568-0224

CLIENT: CUSTOMER:

Agriculture and Agri-Food Canada Agriculture et Agroalimentaire Canada

PROJET: PROJECT: **CONDUITE D'EAU POTABLE - PHASE 3 CRDBLP LENNOXVILLE WATER MAIN - THIRD PHASE CRDBLP LENNOXVILLE**

TITRE: TITLE: **PLAN ET PROFIL CH. 3+000 @ 3+275 PLANE AND PROFILE CH. 3+000 @ 3+275**

DESSINÉ PAR: DRAWN BY: A.-M. MESSIER Tech. PROJETÉ PAR: DESIGNED BY: F. HOULE T.P.

VERIFIÉ PAR: CHECKED BY: F. HOULE T.P. APPROUVÉ PAR: APPROVED BY: A. BÉLANGER ing.

ECHELLE: SCALE: 1:500 HOR. 1:50 VERT.

DATE: 09/06/2014

FICHER DAO: CAD FILE: 15270000C001.dwg

DESSIN NO: DRAWING NO.: F1415270000C001



Appendix "F"

INSURANCE TERMS

INSURANCE TERMS

- IN1 GENERAL
 - IN1.1 Worker's Compensation
 - IN1.2 Indemnification
 - IN1.3 Proof of Insurance
 - IN1.4 Insured
 - IN1.5 Payment of Deductible

- IN2 COMMERCIAL GENERAL LIABILITY
 - IN2.1 Scope of Policy
 - IN2.2 Period of Insurance

- IN3 AUTOMOBILE INSURANCE
 - IN3.1 Scope of Policy

- IN4 BUILDER'S RISK / INSTALLATION FLOATER
 - IN4.1 Scope of Policy
 - IN4.2 Amount of Insurance
 - IN4.3 Period of Insurance
 - IN4.4 Insurance Proceeds

IN1 GENERAL

IN1.1 Worker's Compensation

- 1) The Contractor shall provide and maintain Worker's Compensation Insurance in accordance with the legal requirements of the Province or Territory where the work is being carried out.

IN1.2 Indemnification

- 1) The insurance required by the provisions of these Insurance Terms shall in no way limit the Contractor's responsibility under the Indemnification clause of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill his obligations under the aforesaid clause shall be at his own discretion and expense.

IN1.3 Proof of Insurance

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contactor shall deposit with Canada a CERTIFICATE OF INSURANCE (form AAFC / AAC5314) available upon request.
- 2) Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

IN1.4 Insured

- 1) Each policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture & Agri-Food Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

INSURANCE TERMS (Continued)

IN1.5 Payment of Deductible

- 1) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

IN2 COMMERCIAL GENERAL LIABILITY

IN2.1 Scope of Policy

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
 - (a) an Each Occurrence Limit of not less than \$5,000,000.00 ;
 - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000.00 ; and
 - (c) a General Aggregate Limit of not less than \$10,000,000.00 per policy year, if the policy is subject to such a limit.
- 2) The policy shall 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 building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
 - (e) Asbestos.
 - (f) Non-owed Automobile Policy.

IN2.2 Period of Insurance

- 1) Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the CERTIFICATE OF SUBSTANTIAL PERFORMANCE.

IN3 AUTOMOBILE INSURANCE

IN3.1 Scope of Policy

- 1) Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property.

INSURANCE TERMS (Continued)

IN4 BUILDER'S RISK / INSTALLATION FLOATER

IN4.1 Scope of Policy

- 1) The insurance coverage provided by a Builder's Risk policy or an Installation Floater policy shall not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.
- 2) The policy shall permit use and occupancy of the project, or any part thereof, where such use and occupancy is for the purposes for which the project is intended upon completion.
- 3) The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:
 - (a) Asbestos.
 - (b) Fungi or spores.
 - (c) Cyber.
 - (d) Terrorism.

IN4.2 Amount of Insurance

- 1) The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy shall be changed to reflect the revised contract value.

IN4.3 Period of Insurance

- 1) Unless otherwise directed in writing by Canada, or, stipulated elsewhere herein, the policy required herein shall be in force and be maintained from prior to the commencement of work until the day of issue of the CERTIFICATE OF SUBSTANTIAL PERFORMANCE.

IN4.4 Insurance Proceeds

- 1) The policy shall provide that the proceeds thereof are payable to Her Majesty or as Canada may direct in accordance with GC 10.2 Insurance Proceeds.
- 2) The Contractor shall, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.



Appendix "G"

CONTRACT DOCUMENTS

MAJOR WORKS - CONTRACT DOCUMENTS

SC01 CONTRACT DOCUMENTS

- 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) AAFC General Conditions form AAFC / AAC5321-E:
 - (i) GC1 General Provisions
 - (ii) GC2 Administration of the Contract
 - (iii) GC3 Execution and Control of the Work
 - (iv) GC4 Protective Measures
 - (v) GC5 Terms of Payment
 - (vi) GC6 Delays and Changes in the Work
 - (vii) GC7 Default, Suspension or Termination of Contract
 - (viii) GC8 Dispute Resolution
 - (ix) GC9 Contract Security
 - (x) GC10 Insurance
 - (e) Supplementary Conditions, if any;
 - (f) Insurance Terms form AAFC / AAC5315-E;
 - (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

SC02 ACCEPTANCE AND CONTRACT

- 1) Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.



Appendix "H"

CONTRACT

CONTRACT

PURCHASING OFFICE

Agriculture and Agri-Food Canada
 Eastern Service Centre
 Tender Receiving Unit
 2001 University Street., Suite 671-TEN
 Montréal, Quebec
 H3A 3N2

Your tender is accepted 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 construction listed herein and on any attached sheets at the price or prices set out therefor.

Comments

Vendor / Firm Name and Address

Title		
Solicitation / Contract No.		Date
Client Reference No.		
File No.		
Financial Code(s)		<input type="radio"/> GST <input type="radio"/> HST <input type="radio"/> QST
F.O.B Destination		
Applicable Taxes Included		
Destination		
Invoices - Original and two copies to be sent to :		
Address Enquiries to:		
Telephone No.	Ext.	Fax No.
Total Estimated Cost		Currency Type CAD
For the Minister		
<hr style="border: 0; border-top: 1px solid black;"/> Signature		<hr style="border: 0; border-top: 1px solid black;"/> Date



FORMS

- Bid Bond
- Certificate of Insurance
- Labour and Material Payment Bond
- Performance Bond
- T4-A Certification

BID BOND

BOND NUMBER: _____

AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Oblige, hereinafter called the Crown, in the amount of

_____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20__.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the _____ day of _____, 20__,

for _____

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.

CERTIFICATE OF INSURANCE

To be completed by the Insurer

CONTRACT					
Description and location of work					Contract No.
					Project No.
INSURER			BROKER		
Company name			Company name		
Unit/Suite/Apt.	Street number	Number suffix	Unit/Suite/Apt.	Street number	Number suffix
Street name			Street name		
Street type	Street direction	PO Box or Route Number	Street type	Street direction	PO Box or Route Number
Municipality (City, Town, etc.)			Municipality (City, Town, etc.)		
Province/State	Postal/ZIP code		Province/State	Postal/ZIP code	
INSURED			ADDITIONAL INSURED		
Contractor name			Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food Canada.		
Unit/Suite/Apt.	Street number	Number suffix			
Street name					
Street type	Street direction	PO Box or Route Number			
Municipality (City, Town, etc.)					
Province/State	Postal/ZIP code				
This insurer certifies that the following policies of insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named insured and Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture and Agri-Food Canada.					
POLICY					
Type	Number	Inception date	Expiry date	Limit of liability (\$)	
Commercial General Liability					
Builder's Risk "All Risks"					
Installation Floater "All Risks"					
Other (list)					
Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover Her Majesty as an Additional Insured. The Insurer agrees to notify Her Majesty and the Named insured in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.					
_____		_____		_____	
Name of Insurer's Officer or Authorized Employee		Telephone number		Ext.	
_____		_____			
Signature		Date			

LABOUR AND MATERIAL PAYMENT BOND

BOND NUMBER: _____

AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

_____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20__

WHEREAS, the Principal has entered into a Contract with the Crown dated the _____ day of _____, 20__,
for _____

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if payment is promptly made to all Claimants who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
2. For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
3. The Principal and the Surety hereby jointly and severally agree with the Crown that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the Crown may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the *Financial Administration Act* to such Claimant.
4. For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.
5. Any material change in the Contract between the Principal and the Crown shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.

6. No suit or action shall be commenced hereunder by any Claimant:

- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;
 - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal;
- (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
- (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.

7. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

8. The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.

9. The Surety shall not be liable for a greater sum than the amount specified in this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.

PERFORMANCE BOND

BOND NUMBER: _____

AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

_____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20__.

WHEREAS, the Principal entered into a Contract with the Crown dated the _____ day of _____, 20__,
for _____

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Whenever the Principal shall be, and declared by the Crown to be, in default under the Contract, the Surety shall:
 - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
 - (b) if the work is taken out of the Principal's hands and the Crown directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work,
 - (i) it shall be between the Surety and the completing contractor, and
 - (ii) the selection of such completing contractor shall be subject to the approval of the Crown,
 - (c) if the work is taken out of the Principal's hands and the Crown, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Crown under the Contract,
 - (d) be liable for and pay all the excess costs of completion of the Contract, and
 - (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the Crown, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Crown, any Contract moneys earned by the Principal or holdbacks related thereto held by the Crown may be paid to the Surety by the Crown.
2. The Surety shall not be liable for a greater sum than the amount specified in this Bond.
3. No suit or action shall be instituted by the Crown herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.



T4-A CERTIFICATION

The Contractor shall complete and submit this T4-A Certification within fourteen (14) calendar days of Notification of Contract award and within fourteen (14) calendar days immediately following any change to the information already provided under the Contract. Failure to provide this information or failure to provide the correct information shall result in a fundamental breach of the Contract.

1. The Contractor shall enter a [x] in one of the boxes below opposite the description that best describes its status.

- [] A business incorporated either federally or provincially;
[] An unincorporated business, either as a sole proprietor or a partnership; or
[] An individual.

Note: The information provided in Section 2 must correspond with that provided in Section 1.

Corporate or unincorporated business or individual's name: _____

Street Name or Box #: _____

City, Town or Village: _____

Province: _____

Postal Code: _____

2. Contractor shall complete Section 2(a) or 2(b) or 2(c), whichever is applicable to its situation.

(a) If incorporated:

Business Number (BN): _____, or
GST / HST Number: _____, or
T2 Corporation Tax Number (T2N): _____, whichever is applicable

(b) If unincorporated:

Social Insurance Number (SIN): _____, and
Business Number (BN): _____, or
GST / HST Number: _____, whichever is applicable

Note: The Unincorporated Business Name must be the same as the name associated with the Revenue Canada Business Number or the GST Number.

(c) If individual:

Social Insurance Number (SIN): _____, and
Business Number (BN): _____, or
GST / HST Number: _____, whichever is applicable

Note: The Individual's Name must be the same as the name associated with the Social Insurance Number.

3. WE HEREBY CERTIFY that I/We have examined the information provided above, including the legal name, address and Revenue Canada identifier (SIN, BN, GST / HST No., T2N), as applicable, and that it is correct and complete, and fully discloses my/our identification.

Contractor's signature Title of Signatory Date