



## Agriculture et Agroalimentaire Canada (AAC)

### Titre du projet:

**La fourniture et l'installation de 14 filets anti-insectes pour remplacer celles existantes dans les ouvertures de ventilation du plafond et des murs de la serre du Centre de recherche et de développement de London, Ontario**

1391 rue Sandford, London Ontario N5V 4T3

Les soumissions **doivent** être livrées pour: **14h00**, Heure normal de l'est,

**Le 15 novembre 2016** à l'adresse suivante:

Agriculture et Agroalimentaire Canada

Direction générale de la gestion intégrée  
Gestion des biens – Centre de services de l'Est  
**BUREAU DE RÉCEPTION DES SOUMISSIONS**  
2001 rue Boulevard Robert-Bourassa, Pièce 671-TEN  
Montréal, QC  
H3A 3N2

**NB: Les soumissions qui ne sont pas livrées à l'adresse ci-dessus, seront automatiquement rejetées.**



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## **PARTIE I. INFORMATIONS ADDITIONNELLES**

### **IA 1. Définitions**

- *Soumissionnaires/Offrants*: désigne l'individu ou compagnie répondant à l'appel d'offres.
- *Autorité contractante*: désigne la personne responsable pour Agriculture et Agroalimentaire Canada (AAC) de l'intégrité et de la transparence du processus concurrentiel d'appel d'offres. L'autorité contractante est également responsable de l'émission du contrat, et de tout amendement y étant apporté.
- *Gestionnaire de projet*: désigne la personne responsable pour Agriculture et Agroalimentaire Canada (AAC) de toute question touchant le contenu technique des travaux à exécuter sous le contrat émis.

### **IA 2. Contexte**

Le projet comprend la fourniture et l'installation de 14 filets anti-insectes pour remplacer celles existantes dans les ouvertures de ventilation du plafond et des murs de la serre au Centre de recherche et de développement à London.

### **IA 3. Visite des lieux**

Une visite des lieux se tiendra vendredi le **4 novembre 2016 à 11h00 HAE** au Centre de recherche et de développement de London situé au 1391 rue Sandford, London Ontario N5V 4T3. Les soumissionnaires sont priés de se présenter à la réception 10 minutes avant le début de la rencontre. Aucune autre visite des lieux ne sera organisée par AAC dans le cours de la présente Demande de soumission. La participation des soumissionnaires intéressés **est non-obligatoire**.

### **IA 4. Demandes d'information**

Toute demande d'information concernant le présent appel d'offres doit être présentée par écrit et être obligatoirement acheminée à l'agent de contrat identifié ci-dessous le plus tôt possible durant la période d'appel d'offres, et au plus tard trois (3) jours ouvrables avant la fin de cette période, pour que les soumissionnaires puissent recevoir une réponse avant le dépôt de leur soumission. Toute demande d'information reçue passée ce délai pourrait ne pas recevoir de réponse.

Agent de contrat:

Carol Rahal  
Agriculture and Agroalimentaire Canada  
2001 Boulevard Robert-Bourassa, 671 -TEN  
Montréal, Québec  
Téléphone: 514 315-6143  
Fax: 514 283-1918  
Email: [carol.rah@agr.gc.ca](mailto:carol.rah@agr.gc.ca)

### **IA 5. Modification des soumissions (Modification à la clause 3, Annexe A)**

Le texte suivant doit être ajouté à la suite du paragraphe 3.1:

"...Cependant, toute indication de modification du prix de la soumission ne doit pas révéler le montant total original ou le montant total modifié de cette soumission. Toute mention de l'un ou l'autre total entraînera automatiquement le rejet de la soumission.

**IA 6. Réception des soumissions**

Les soumissions scellées seront reçues à l'adresse suivante:

Agriculture et Agroalimentaire Canada  
Direction générale de la gestion intégrée  
Gestion des biens – Centre de services de l'Est  
**BUREAU DE RÉCEPTION DES SOUMISSIONS**  
2001 boulevard Robert-Bourassa, Pièce 671-TEN  
Montréal, QC  
H3A 3N2

AAC n'acceptera pas nécessairement la soumission la plus basse, ni aucune des soumissions, en tout ou en partie.

**IA 7. Présentation des soumissions**

Les soumissionnaires doivent présenter leurs offres dans une enveloppe scellée, portant la mention "Soumission - Confidentiel", ainsi que le numéro de référence: **01B46-16-130**.

**IA 8. Documents contractuels:**

Les documents suivants feront partie intégrante de tout contrat résultant:

- Annexe C - Formulaire de soumission et d'acceptation (AAFC/AAC5312)
- Annexe D - Conditions générales pour les petits travaux (AAFC/AAC5316)
- Annexe E - Spécifications techniques et plans
- Annexe F - Conditions d'assurance (AAFC/AAC5315)
- Annexe G - Formulaire A – Sous-traitance

**IA 9. T4-A** L'entrepreneur doit remplir et soumettre la présente attestation T4-A dans les quatorze (14) jours civils de l'avis d'attribution du marché et dans les quatorze (14) jours civils suivant tout changement à l'information déjà fournie en vertu du marché. Le défaut de fournir cette information ou de fournir l'information correcte constituera une violation fondamentale du marché.

1. **L'entrepreneur doit inscrire un [ x ] dans l'une des cases ci-dessous, vis-à-vis de la description qui correspond le mieux à son statut.**

- [ ] Une entreprise incorporée en vertu des lois fédérales ou provinciales;  
[ ] Une entreprise non incorporée, soit une entreprise individuelle ou un partenariat; ou  
[ ] Un particulier.

**Nota.- L'information fournie à la section 2 doit concorder avec celle fournie à la section 1.**

**Nom de l'entreprise incorporée ou non incorporée ou du particulier :**

Nom de la rue ou n° de case postale : \_\_\_\_\_

Ville ou village : \_\_\_\_\_

Province : \_\_\_\_\_

Code postal : \_\_\_\_\_

2. **L'entrepreneur doit remplir la section qui correspond à sa situation (2(a) ou 2(b) ou 2(c)).**

- (a) S'il est incorporé :  
Numéro d'entreprise (NE) : \_\_\_\_\_ , ou  
Numéro de TPS/TVH : \_\_\_\_\_ , ou  
Numéro T2 (impôt des sociétés - NT2) : \_\_\_\_\_ , selon le cas

- (b) S'il n'est pas incorporé :  
Numéro d'assurance sociale (NAS) : \_\_\_\_\_ , ou  
Numéro d'entreprise (NE) : \_\_\_\_\_ , ou  
Numéro de TPS/TVH : \_\_\_\_\_ , selon le cas

**Nota.- Le nom de l'entreprise non incorporée doit être le même que le nom associé au numéro d'entreprise de Revenu Canada ou au numéro de TPS.**

- (c) Si l'entrepreneur est un particulier :  
Numéro d'assurance sociale (NAS) : \_\_\_\_\_ , ou  
Numéro d'entreprise (NE) : \_\_\_\_\_ , ou  
Numéro de TPS/TVH : \_\_\_\_\_ , selon le cas

**Nota.- Le nom du particulier doit être le même que le nom associé au numéro d'assurance sociale.**

3. **JE/NOUS CERTIFIE/CERTIFIONS PAR LES PRÉSENTES avoir examiné l'information fournie ci-dessus, y compris le nom légal, l'adresse et l'identificateur à propos de Revenu Canada (NAS, NE, no de TPS/TVH, NT2), et que cette information est correcte et complète, et indique pleinement mon/notre identité.**

\_\_\_\_\_  
Signataire ou entrepreneur

\_\_\_\_\_  
Titre du signataire

\_\_\_\_\_  
Date



## Annexe "A"

### INSTRUCTIONS AUX SOUMISSIONNAIRES



## INSTRUCTIONS AUX SOUMISSIONNAIRES

IS01	Soumission
IS02	Identité ou capacité civile du soumissionnaire
IS03	Taxes applicables
IS04	Taxes à inclure
IS05	Frais d'immobilisation
IS06	Immatriculation et évaluation préalable de l'outillage flottant
IS07	Liste des sous-traitants et fournisseurs
IS08	Exigences relatives à la garantie de soumission
IS09	Présentation des soumissions
IS10	Révision des soumissions
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IS12	Coûts relatifs aux soumissions
IS13	Respect des lois applicables
IS14	Approbation des matériaux de remplacement
IS15	Exigences relatives à la <i>Loi de l'impôt sur le revenu</i>
IS16	Honoraires conditionnels
IS17	Statut de l'entrepreneur
IG18	Dispositions relatives à l'intégrité – Soumission plus de 10000,00 \$
IG19	Code de conduite pour l'approvisionnement - soumission

### **IS02 Identité ou capacité civile du soumissionnaire**

- 1) Pour confirmer le pouvoir des signataires et de manière à déterminer la capacité civile en vertu de laquelle il entend conclure un marché, le soumissionnaire qui exerce ses activités commerciales sous un nom autre que son nom personnel doit, avant l'attribution du contrat, fournir, à la demande du Canada, une preuve satisfaisante de :
  - (a) ce pouvoir de signature;
  - (b) la capacité civile en vertu de laquelle il exerce ses activités commerciales;  
Il peut s'agir, comme preuve du pouvoir de signature, d'une copie certifiée conforme d'une résolution nommant le ou les signataires autorisés à signer la présente soumission au nom de la compagnie constituée en personne morale ou de la société de personnes et, comme preuve de la capacité civile, d'une copie des documents d'incorporation ou de l'enregistrement d'un nom commercial d'un propriétaire unique, d'une raison sociale (appellation commerciale) ou de la constitution d'une société.

### **IS01 Soumission**

- 1) La soumission doit :
  - (a) être présentée sur le FORMULAIRE DE SOUMISSION ET D'ACCEPTATION fourni par AAC ou sur une reproduction claire et lisible du FORMULAIRE DE SOUMISSION ET D'ACCEPTATION qui doit être identique à tous égards au FORMULAIRE DE SOUMISSION ET D'ACCEPTATION fourni par AAC;
  - (b) être basée sur les documents de soumission énumérés aux INSTRUCTIONS PARTICULIÈRES À L'INTENTION DES SOUMISSIONNAIRES;
  - (c) être remplie correctement à tous égards;
  - (d) être signée par un représentant dûment autorisé par le soumissionnaire, et en porter la signature originale;
  - (e) être accompagnée de tout autre document précisé ailleurs dans les documents de soumission où il est stipulé que ledit document doit accompagner la soumission.
- 2) Sous réserve des dispositions du paragraphe 6) de l'IS11, toute modification aux sections pré-tapées ou pré-imprimées du FORMULAIRE DE SOUMISSION ET D'ACCEPTATION ou toute

## **INSTRUCTIONS AUX SOUMISSIONNAIRES (suite)**

condition ou restriction ajoutée à la soumission constituera une cause directe de rejet. Les modifications, corrections, changements ou ratures apportés à des énoncés ou à des chiffres entrés sur le **FORMULAIRE DE SOUMISSION ET D'ACCEPTATION** par le soumissionnaire doivent être paraphés par la ou les personnes qui signent la soumission. Les initiales doivent être des paraphes originaux. Les modifications, corrections, changements ou ratures non paraphés seront considérés comme nuls et sans effet.

- 3) Les soumissions envoyées par télécopieur ne sont pas acceptables, à moins d'indication contraire dans les documents de soumission.

### **IS03 Taxes applicables**

- 1) Les soumissionnaires ne doivent pas inclure les montants des taxes applicables (Taxe sur les biens et services [TPS], taxe de vente harmonisée [TVH] ou la taxe de vente du Québec [TVQ]), selon le cas. Toutes les sommes prélevées au titre des taxes applicables doivent être facturées distinctement dans une demande d'acompte soumise par l'entrepreneur et lui seront versées en plus de la somme approuvée par le Canada pour les travaux exécutés dans le cadre du contrat. L'entrepreneur devra verser la somme correspondante à l'autorité fiscale appropriée, conformément aux lois en vigueur.

### **IS04 Taxes à inclure**

- 1) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

### **IS05 Frais d'immobilisation**

- 1) Pour l'application de la CG1.5, « Lois, permis et taxes », seuls les droits ou les frais ayant trait directement au traitement et à l'émission de permis de construire doivent être inclus. Les soumissionnaires ne doivent pas inclure, dans le montant de leur soumission, les sommes correspondant à des droits spéciaux d'aménagement ou de réaménagement municipaux qu'une administration municipale peut exiger comme condition préalable à l'établissement des permis de construire.

### **IS06 Immatriculation et évaluation préalable de l'outillage flottant**

- 1) Les dragues ou autres outillages flottants qui seront utilisés dans l'exécution des travaux doivent être immatriculés au Canada. Dans le cas des dragues ou des autres outillages flottants non fabriqués au Canada, le soumissionnaire doit se faire délivrer, par Industrie Canada, un certificat d'évaluation et joindre celui-ci à sa soumission. L'outillage ainsi évalué par Industrie Canada pourra être accepté dans le cadre de ce projet.

### **IS07 Liste des sous-traitants et fournisseurs**

- 1) Nonobstant toute liste de sous-traitants que le soumissionnaire peut être tenu de déposer dans le cadre de la soumission, le soumissionnaire proposant la soumission acceptable la moins chère devra, dans le délai de quarante-huit (48) heures suivant la réception d'un avis écrit à ce sujet, soumettre les noms des sous-traitants et des fournisseurs pour la ou les tranches des travaux



## INSTRUCTIONS AUX SOUMISSIONNAIRES (suite)

énumérées dans ledit avis. Le non-respect de ces exigences donnera lieu au rejet de la soumission.

### IS08 Exigences relatives à la garantie de soumission

- 1) **AUCUNE** exigence relative à la garantie de soumission ne s'applique à cet avis de sollicitation.

### IS09 Présentation des soumissions

- 1) Le FORMULAIRE DE SOUMISSION ET D'ACCEPTATION rempli en bonne et due forme doit être joint et cacheté dans l'enveloppe fournie par le soumissionnaire. L'enveloppe doit être adressée et soumise au bureau désigné sur la page frontispice du FORMULAIRE DE SOUMISSION ET D'ACCEPTATION pour la réception des soumissions. La soumission doit parvenir à ce bureau au plus tard à la date et à l'heure indiquées pour la clôture des soumissions.
- 2) Sauf indication contraire dans les INSTRUCTIONS PARTICULIÈRES À L'INTENTION DES SOUMISSIONNAIRES :
  - (a) la soumission doit être en dollars canadiens;
  - (b) la protection de fluctuation du taux de change n'est pas offerte;
  - (c) toute demande de protection de fluctuation du taux de change ne sera pas considérée.
- 3) Avant de présenter sa soumission, le soumissionnaire doit s'assurer que l'information suivante est reproduite clairement, en caractères de frappe ou d'imprimerie au recto de l'enveloppe de retour :
  - (a) le numéro de l'invitation ou du dossier;
  - (b) le nom du soumissionnaire;
  - (c) l'adresse de retour;
  - (d) l'heure et la date de clôture.
- 4) Sous réserve des dispositions du paragraphe 6) de l'IS11, le non-respect des paragraphes 1), 2) et 3) de l'IS09 peut entraîner le rejet de la soumission. La livraison correcte des soumissions dans les délais prescrits est la responsabilité exclusive du soumissionnaire.

### IS10 Révision des soumissions

- 1) Une soumission présentée conformément aux présentes instructions peut être révisée par lettre ou par télécopie, pourvu que la révision soit reçue au bureau désigné pour la remise des soumissions au plus tard à la date et à l'heure limites de clôture des soumissions. Le document doit :
  - (a) porter l'en-tête de lettre ou la signature identifiant le soumissionnaire;
  - (b) pour la partie de la soumission concernant le prix forfaitaire, préciser clairement le montant de la révision en cours; le total global de toutes les révisions présentées, y compris de celle en cours, doit être indiqué séparément;
  - (c) pour la partie de la soumission concernant le prix unitaire, préciser la ou les modifications au(x) prix unitaire(s) et le ou les articles auxquels s'applique chaque modification. Si une révision doit s'appliquer à un article en particulier dont le prix a déjà été modifié, il faut alors indiquer séparément, en plus du montant de la révision en cours, le total global de toutes les révisions présentées, y compris de celle en cours, pour cet article.
- 2) Une lettre ou une télécopie visant à confirmer une révision antérieure doit clairement indiquer qu'il s'agit d'une confirmation, par la mention « CONFIRMATION SEULEMENT », pour chaque changement envisagé.

## INSTRUCTIONS AUX SOUMISSIONNAIRES (suite)

- 3) Si des dispositions ci-dessus ne sont pas respectées, la ou les révisions irrecevables seulement devra/devront être rejetée(s). L'évaluation portera sur la soumission initiale déposée de même que sur toutes les autres révisions recevables(s).

### IS11 Acceptation de la soumission

- 1) Le Canada n'est tenu d'accepter aucune soumission, même la plus basse.
- 2) Sans limiter la portée générale de l'alinéa 1) de l'IS11, le Canada peut rejeter une soumission dans l'un des cas suivants :
- (a) Le soumissionnaire ou l'un de ses employés ou sous-traitants visé dans la soumission a été reconnu coupable en vertu des articles 121 (« Fraudes envers le gouvernement » et « L'Entrepreneur qui souscrit à une caisse électorale »), 124 (« Achat ou vente d'une charge »), 380 (« Fraude commise au détriment de Sa Majesté ») ou 418 (« Vente d'approvisionnements défectueux à Sa Majesté ») du Code criminel du Canada, ou en vertu de l'alinéa 80(1)d (« Fausse inscription, faux certificat ou faux rapport »), au paragraphe 80(2) (« Fraude commise au détriment de Sa Majesté ») ou à l'article 154.01 (« Fraude commise au détriment de Sa Majesté ») de la *Loi sur la gestion des finances publiques*;
  - (b) les privilèges permettant au soumissionnaire de présenter des soumissions ont été suspendus ou sont en voie de le devenir;
  - (c) les privilèges permettant à tout employé ou sous-traitant visé dans la soumission de présenter des soumissions sont soumis à une suspension ou sont en voie de le devenir, ce qui rendrait l'employé ou le sous-traitant inadmissible à soumissionner pour les travaux ou pour à la tranche des travaux que le sous-traitant ou l'employé doit exécuter;
  - (d) dans le cadre de transactions actuelles ou antérieures avec le Canada :
    - (i) le soumissionnaire déclare faillite ou ne peut, pour quelque motif que ce soit, exercer ses activités pour une durée prolongée;
    - (ii) des preuves de fraude, de corruption ou de fausse déclaration ou des preuves confirmant l'incapacité de respecter des lois protégeant les personnes contre toute forme de discrimination ont été déposées à la satisfaction du Canada à l'égard du soumissionnaire, de l'un quelconque de ses employés ou d'un sous-traitant visé dans sa soumission;
    - (iii) le Canada a exercé ou est en voie d'exercer le recours contractuel lui permettant de retirer les travaux au soumissionnaire, à un sous-traitant ou à un employé visé dans la soumission; ou
    - (iv) le Canada détermine que le rendement du soumissionnaire dans le cadre d'autres marchés est suffisamment médiocre pour qu'on le considère incapable de répondre au besoin faisant l'objet de la soumission.
- 3) Dans l'évaluation du rendement du soumissionnaire dans le cadre d'autres contrats conformément au sous-alinéa 2)(d)(iv) de l'IS11, le Canada peut tenir compte, notamment, des questions suivantes :
- (a) la qualité de l'exécution des travaux du soumissionnaire;
  - (b) les délais dans lesquels les travaux ont été achevés;
  - (c) la gestion générale des travaux de l'entrepreneur et son incidence sur le niveau d'effort exigé de la part du Ministère et de ses représentants;
  - (d) l'intégralité et l'efficacité du programme de sécurité de l'entrepreneur lors de l'exécution des travaux.
- 4) Sans limiter la portée générale des alinéas 1), 2) et 3) de l'IS11, le Canada peut rejeter toute soumission selon une évaluation défavorable des éléments suivants :
- (a) le caractère suffisant du prix soumis pour permettre de réaliser les travaux, dans le cas des soumissions proposant des prix unitaires ou une combinaison de prix unitaires et

## **INSTRUCTIONS AUX SOUMISSIONNAIRES (suite)**

- forfaitaires, quant à savoir si chaque prix tient fidèlement compte du coût de l'exécution de la partie des travaux à laquelle il s'applique;
- (b) la capacité du soumissionnaire à assurer la structure de gestion, le personnel compétent, l'expérience et l'équipement nécessaires pour exécuter les travaux avec compétence dans le cadre du contrat;
  - (c) le rendement du soumissionnaire dans le cadre d'autres contrats.
- 5) Dans les cas où une soumission devrait être rejetée conformément au paragraphe 1), 2), 3) ou 4) de l'IS11, pour des motifs distincts de ceux exposés à l'alinéa 2)(b) de l'IS11, le Canada doit en informer le soumissionnaire et lui donner un délai de dix (10) jours pour faire valoir son point de vue, avant de rendre une décision définitive sur le rejet de la soumission.
- 6) Le Canada peut ignorer les vices de forme et les irrégularités mineures contenues dans les soumissions qu'il reçoit s'il détermine que les différences entre la soumission et les exigences énoncées dans les documents de soumission peuvent être corrigées ou ignorées sans qu'un préjudice ne soit causé aux autres soumissionnaires.

### **IS12 Coûts relatifs aux soumissions**

- 1) Aucun paiement ne sera versé pour des coûts encourus pour la préparation et la présentation d'une soumission en réponse à la demande de soumissions. Le soumissionnaire sera seul responsable des frais engagés dans la préparation et la présentation d'une soumission, ainsi que des frais engagés par lui pour l'évaluation de sa soumission.

### **IS13 Respect des lois applicables**

- 1) En présentant une soumission, le soumissionnaire atteste qu'il a la capacité juridique de conclure un contrat et qu'il a en sa possession toutes les licences valides, permis, inscription, attestation, déclarations, dépôt, ou autres autorisations requises pour satisfaire à toutes les lois et tous les règlements fédéraux, provinciaux et municipaux qui s'appliquent à la présentation de la soumission et à l'établissement du contrat subséquent portant sur l'exécution des travaux.
- 2) Aux fins de vérification des exigences mentionnées au paragraphe 1) de l'IS13, le soumissionnaire doit, sur demande, fournir une copie de chaque licence, permis, inscription, attestation, déclaration, dépôt ou autre autorisation valide indiquée dans la demande, tout en respectant le délai établi pour la présentation de ces documents.
- 3) Le non-respect des exigences exprimées au paragraphe 2) de l'IS13 donnera lieu au rejet de la soumission.

### **IS14 Approbation des matériaux de remplacement**

- 1) Dans les cas où l'on précise des matériaux en fonction d'une appellation ou d'une marque de commerce ou du nom du fabricant ou du fournisseur, la soumission doit être basée sur l'utilisation des matériaux désignés. Pendant la période d'invitation, on pourra considérer des matériaux de remplacement à la condition que l'agent des contrats reçoive par écrit des données techniques complètes au moins dix (10) jours avant la date fixée pour la clôture des soumissions.

## INSTRUCTIONS AUX SOUMISSIONNAIRES (suite)

### IS15 Exigences relatives à la *Loi de l'impôt sur le revenu*

- 1) Le Canada est tenu de déclarer les paiements versés en vertu de marchés applicables à des fins fiscales. Afin de se conformer à cette exigence, le soumissionnaire retenu devra fournir au Canada, dès l'attribution du marché, son appellation légale, son adresse et son numéro l'identifiant auprès de Revenu Canada (NAS, NE, TPS/TVH, numéro du feuillet T2N), s'il y a lieu.

### IS16 Honoraires conditionnels

- 1) Le soumissionnaire déclare qu'il n'a ni versé ni accepté de verser, directement ou indirectement, et qu'il ne versera pas, directement ou indirectement, des honoraires conditionnels à un particulier pour la sollicitation, la négociation ou l'obtention du marché, si le paiement de tels honoraires obligerait ce particulier à faire une déclaration en application de l'article 5 de la *Loi sur le lobbying*.

### IS17 Statut de l'entrepreneur

- 1) Le soumissionnaire déclare qu'il n'a jamais été déclaré coupable de l'une des infractions visées aux articles 121, 124 et 418 du *Code criminel*, à l'exception, le cas échéant, d'infractions pour lesquelles il a été réhabilité.

### IG18 Dispositions relatives à l'intégrité – Soumission plus de 10000,00 \$

- 1) La Politique d'inadmissibilité et de suspension (la « Politique ») ainsi que toutes les directives connexes sont incorporées par renvoi au processus d'approvisionnement et en font partie intégrante. Le fournisseur doit respecter la Politique et les directives, lesquelles se trouvent à l'adresse suivante : [Politique d'inadmissibilité et de suspension](#).
- 2) En vertu de la Politique, Travaux publics et Services gouvernementaux Canada (TPSGC) suspendra ou pourrait suspendre un fournisseur ou déterminer son inadmissibilité à conclure un contrat avec le Canada si lui, ses affiliés ou ses premiers sous-traitants sont accusés et reconnus coupables de certaines infractions, et autres circonstances. La liste des fournisseurs inadmissibles et suspendus figure dans la base de données sur l'intégrité de TPSGC. La Politique décrit la façon de présenter une demande de renseignements concernant l'inadmissibilité ou la suspension de fournisseurs.
- 3) En plus de tout autre renseignement exigé dans le processus d'approvisionnement le fournisseur doit fournir ce qui suit :
  - a. dans les délais prescrits dans la Politique, tous les renseignements exigés dans la Politique qui sont décrits dans la section intitulée « Renseignements à fournir lors d'une soumission, de la passation d'un contrat ou de la conclusion d'un contrat immobilier »;
  - b. avec sa soumission / citation / proposition, une liste complète de toutes les accusations au criminel et déclarations de culpabilité à l'étranger qui le touchent ou qui concernent ses affiliés et les premiers sous-traitants qu'il propose et qui, à sa connaissance, peuvent être semblables aux infractions énoncées dans la Politique. La liste des accusations au criminel et des déclarations de culpabilité à l'étranger doit être soumise au moyen du formulaire de déclaration de l'intégrité, qui se trouve à l'adresse suivante : [Formulaire de déclaration pour l'approvisionnement](#).
- 4) Conformément au paragraphe 5, en présentant une soumission/ citation / proposition en réponse à une demande par AAC, le fournisseur atteste :
  - a. qu'il a lu et qu'il comprend la [Politique d'inadmissibilité et de suspension](#);
  - b. qu'il comprend que certaines accusations au criminel et déclarations de culpabilité au Canada et à l'étranger, et certaines autres circonstances, décrites dans la Politique,

## INSTRUCTIONS AUX SOUMISSIONNAIRES (suite)

- entraîneront ou peuvent entraîner une détermination d'inadmissibilité ou une suspension conformément à la Politique;
- c. qu'il est au courant que le Canada peut demander des renseignements, des attestations et des validations supplémentaires auprès du fournisseur ou d'un tiers, afin de prendre une décision à l'égard de son inadmissibilité ou de sa suspension;
  - d. qu'il a fourni avec sa soumission/ citation / proposition une liste complète de toutes les accusations au criminel et déclarations de culpabilité à l'étranger qui le touchent ou qui concernent ses affiliés et les premiers sous-traitants qu'il propose et qui, à sa connaissance, peuvent être semblables aux infractions énoncées dans la Politique;
  - e. qu'aucune des infractions criminelles commises au Canada ni aucune autre circonstance décrite dans la Politique et susceptible d'entraîner une détermination d'inadmissibilité ou de suspension ne s'appliquent à lui, à ses affiliés ou aux premiers sous-traitants qu'il propose;
  - f. qu'il n'est au courant d'aucune décision d'inadmissibilité ou de suspension rendue par TPSGC à son sujet.
- 5) Lorsqu'un fournisseur est incapable de fournir les attestations exigées au paragraphe 4, il doit soumettre avec sa soumission / citation / proposition un formulaire de déclaration de l'intégrité dûment rempli, lequel se trouve à l'adresse [Formulaire de déclaration pour l'approvisionnement](#).
- 6) Le Canada déclarera une soumission / citation / proposition non recevable s'il constate que les renseignements exigés sont incomplets ou inexacts, ou que les renseignements contenus dans une attestation ou une déclaration sont faux ou trompeurs, à quelque égard que ce soit. Si, après l'attribution du contrat le Canada établit que le fournisseur a fourni une attestation ou une déclaration fautive ou trompeuse, il pourrait résilier le contrat pour manquement. Conformément à la Politique, le Canada pourrait également déterminer que le fournisseur est inadmissible à l'attribution d'un contrat parce qu'il a fourni une attestation ou une déclaration fautive ou trompeuse.

Politique d'inadmissibilité et de suspension - <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>

Formulaire de déclaration pour l'approvisionnement - <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-fra.html>

### IS19 Code de conduite pour l'approvisionnement - soumission

- 1) Selon le Code de conduite pour l'approvisionnement, les soumissionnaires doivent répondre aux demandes de soumissions de façon honnête, équitable et exhaustive, rendre compte avec exactitude de leur capacité de satisfaire aux exigences énoncées dans les demandes de soumissions et les contrats subséquents, et présenter des soumissions et conclure des contrats que s'ils sont en mesure de satisfaire à toutes les obligations prévues au contrat. En présentant une soumission, le soumissionnaire atteste qu'il se conforme au Code de conduite pour l'approvisionnement. Le défaut de se conformer à cette exigence pourrait avoir pour conséquence que la soumission sera déclarée non recevable.



## Annexe "B"

# INSTRUCTIONS PARTICULIÈRES À L'INTENTION DES SOUSSIONNAIRES



## INSTRUCTIONS PARTICULIÈRES À L'INTENTION DES SOUMISSIONNAIRES

IP01	Documents de soumission
IP02	Demandes de renseignements pendant la période de soumission
IP03	Visite facultative des lieux
IP04	Révision des soumissions
IP05	Résultats de l'appel d'offres
IP06	Période de validité des soumissions
IP07	Documents de projet
IP08	Exigences relatives à la sécurité du personnel
IP09	Dispositions relatives à l'intégrité - Déclaration de condamnation à une infraction

### IP01 DOCUMENTS DE SOUMISSION

- 1) Les documents de soumission sont les suivants :
  - (a) INSTRUCTIONS PARTICULIÈRES À L'INTENTION DES SOUMISSIONNAIRES;
  - (b) INSTRUCTIONS AUX SOUMISSIONNAIRES – Formulaire A5319-F;
  - (c) FORMULAIRE DE SOUMISSION ET D'ACCEPTATION – Formulaire A5312-F et toute pièce jointe s'y rattachant.

Le gouvernement du Canada se réserve le droit de réviser ou de modifier les documents de soumission avant la date d'ouverture des soumissions. Le cas échéant, ces révisions ou modifications seront annoncées par addenda aux documents.

La présentation d'une soumission constitue une affirmation que le soumissionnaire a lu ces documents et accepte les modalités qui y sont énoncées.

### IP02 DEMANDES DE RENSEIGNEMENTS PENDANT LA PÉRIODE DE SOUMISSION

- 1) Les demandes de renseignements sur l'appel d'offres doivent être présentées par écrit à l'agent de négociation des marchés. L'agent de négociation des marchés responsable de cet appel d'offres est :

Carol Rahal  
Agriculture et Agroalimentaire Canada  
2001 Robert-Bourassa, Suite 671-TEN  
Montreal, Québec H3A 3N2  
Tel : 514-315-6143  
Fax: 514-283-1918  
Courriel : carol.rahal@agr.gc.ca

- 2) À l'exception de l'approbation de matériaux de remplacement, comme cela est décrit dans l'IS14 des INSTRUCTIONS AUX SOUMISSIONNAIRES, les demandes de renseignements doivent être reçues au plus tard cinq (5) jours civils avant la date de clôture des soumissions afin d'accorder suffisamment de temps pour y répondre. Pour ce qui est des demandes de renseignements reçues après cette date, il est possible qu'on ne puisse y répondre.
- 3) Pour assurer la cohérence et la qualité de l'information fournie aux soumissionnaires, l'agent de négociation des marchés examinera le contenu de la demande de renseignements et décidera s'il convient ou non de publier une modification.

## **INSTRUCTIONS PARTICULIÈRES À L'INTENTION DES SOUMISSIONNAIRES (suite)**

- 4) Toutes les demandes de renseignements et autres communications liées à cet appel d'offres envoyées pendant la période de soumission doivent être adressées **UNIQUEMENT** à l'agent de négociation des marchés. Le fait de ne pas respecter cette exigence pendant la période de soumission peut entraîner le rejet d'une soumission (pour cette seule raison).

### **IP03 VISITE FACULTATIVE DES LIEUX**

- 1) Avant de présenter une soumission, l'entrepreneur doit examiner le lieu de travail ainsi que les zones de construction et d'entreposage, comparer les dessins et les spécifications aux conditions existantes, et se familiariser entièrement avec les données et le matériel requis pour l'exécution du contrat.
- 2) Une visite des lieux aura lieu le vendredi , 4 novembre, 2016 à  
11:00  AM  PM HNE.

Les soumissionnaires intéressés devront se présenter à  
au centre de recherche et de développement de London  
1391 rue Sandford  
London Ontario N5V 4T3

### **IP04 RÉVISION DES SOUMISSIONS**

- 1) Une soumission peut être révisée par lettre ou par télécopie conformément à l'IS10 des INSTRUCTIONS AUX SOUMISSIONNAIRES. Le numéro du télécopieur pour la réception de révisions est le 514 283-1918 .

### **IP05 RÉSULTATS DE L'APPEL D'OFFRES**

- 1) À la suite de la clôture de l'appel d'offres, les résultats pourront être obtenus auprès du bureau de réception des soumissions en envoyant un courriel à carol . rahal @agr . gc . ca .

### **IP06 PÉRIODE DE VALIDITÉ DES SOUMISSIONS**

- 1) Le gouvernement du Canada se réserve le droit de demander une prorogation de la période de validité des soumissions tel qu'il est précisé à la disposition 4 du FORMULAIRE DE SOUMISSION ET D'ACCEPTATION. Dès la réception d'un avis écrit du gouvernement du Canada, les soumissionnaires auront le choix d'accepter ou de refuser la prorogation proposée.

### **IP07 DOCUMENTS DE PROJET**

- 1) À l'attribution du contrat, l'entrepreneur retenu recevra une copie papier des dessins scellés et signés, des spécifications et des modifications. Des copies supplémentaires, jusqu'à concurrence de zero ( 0 ) , seront fournies sans frais à la demande de l'entrepreneur. Il incombera à l'entrepreneur d'obtenir d'autres copies et d'en acquitter les frais.

### **SI08 EXIGENCES RELATIVES À LA SÉCURITÉ DU PERSONNEL**

- 1) Les membres du personnel de l'entrepreneur retenu, de même que tous les sous traitants et leurs employés, qui réaliseront une partie des travaux dans le cadre du marché subséquent doivent se conformer aux exigences de sécurité suivantes :



## **INSTRUCTIONS PARTICULIÈRES À L'INTENTION DES SOUMISSIONNAIRES (suite)**

- Les membres du personnel devant réaliser une partie des travaux doivent TOUS détenir une COTE DE FIABILITÉ valide, délivrée ou approuvée par Agriculture et Agroalimentaire Canada. Tant que les évaluations de sécurité du personnel n'ont pas été complétées à la satisfaction d'Agriculture et Agroalimentaire Canada, le personnel de l'entrepreneur ou du sous-traitant NE PEUT réaliser les travaux prévus dans le marché. Chaque membre du personnel proposé doit remplir un « Formulaire d'autorisation de sécurité » (SCT/TBS 330-23F) à la demande du Canada.

### **IP09 DISPOSITIONS RELATIVES A L'INTÉGRITÉ - DÉCLARATION DE CONDAMNATION A UNE INFRACTION**

Conformément à IG18 - Déclaration de condamnation à une infraction, du paragraphe 10 (copié ci-dessous) des Instruction Générales AAFC / AAC5319, le soumissionnaire doit, selon le cas, présenter avec sa soumission le Formulaire de déclaration dûment rempli afin que sa soumission ne soit pas rejetée du processus d'approvisionnement.

#### *Déclaration de condamnation à une infraction*

*Lorsqu'un soumissionnaire ou ses affiliés ne sont pas en mesure d'attester qu'ils n'ont pas été déclarés coupable de toute infraction indiquée aux paragraphes Infractions commises au Canada entraînant une incapacité légale, Infractions commises au Canada, Infractions commises à l'étranger, le soumissionnaire doit remplir le Formulaire de déclaration, qui doit être présenté avec sa soumission afin que celle-ci ne soit pas rejetée du processus d'approvisionnement.*



## Annexes "C"

### FORMULAIRE DE SOUMISSION ET D'ACCEPTATION



## FORMULAIRE DE SOUMISSION ET D'ACCEPTATION CONTRAT DE CONSTRUCTION – PETITS OUVRAGES

Invitation / N° de dossier : 01B46-16-130
Projet:
Contrat:

**POSTER OU LIVRER LA SOUMISSION À :**  
Agriculture et Agroalimentaire Canada  
Direction générale de la gestion intégrée  
Gestion des biens – Centre de services de l'Est  
BUREAU DE RÉCEPTION DES SOUMISSIONS  
2001 rue Boulevard Robert-Bourassa, Pièce 671-TEN

**CLÔTURE DES SOUMISSIONS :**  
Mardi \_\_\_\_\_, 15 novembre \_\_\_\_\_, 2016  
jour de semaine                      jour    mois                      année  
  
à 14:00  AM  PM heure locale.

**DESCRIPTION DES TRAVAUX :**  
Le projet comprend la fourniture et l'installation de 14 filets anti-insectes pour remplacer celles existantes dans les ouvertures de ventilation du plafond et des murs de la serre au Centre de recherche et de développement à London

**INSTRUCTIONS AUX SOUMISSIONNAIRES :**  
Les soumissionnaires sont régis par les instructions suivantes :  
- INSTRUCTIONS PARTICULIÈRES AUX SOUMISSIONNAIRES - Formulaire AAFC / AAC5318-F  
- INSTRUCTIONS AUX SOUMISSIONNAIRES – Formulaire AAFC / AC5319-F

Les documents supplémentaires suivants doivent être joints au FORMULAIRE DE SOUMISSION ET D'ACCEPTATION :

Liste des sous-traitants

### OFFRE ET ENTENTE

1. Le soumissionnaire soussigné (ci-après « l'entrepreneur ») offre par la présente à Sa majesté la Reine du chef du Canada, représentée par le ministre de l'Agriculture et de l'Agroalimentaire (ci-après le « Canada »), de fournir la main-d'œuvre et le matériel nécessaires, et d'exécuter et de mener à bien les travaux stipulés aux présentes de manière satisfaisante et professionnelle, en contrepartie des prix unitaires ou forfaitaires figurant au Tableau des prix ci-dessous. L'entrepreneur convient que les prix incluent toutes les taxes applicables (taxes de vente provinciales, taxe afférente et toute taxe à la consommation). Remarque : Ne pas inclure dans le(s) prix les taxes applicables (TPS/TVH/TVQ) tel que définies dans les Dispositions générales.

TABLEAU DES PRIX					
Article	Catégorie de main-d'oeuvre, de machinerie ou de matériaux	Unité de mesure	Quantité estimative totale	Prix unitaire	Prix estimatif total
1	Somme forfaitaire				
REMARQUE : Le Tableau des prix doit indiquer le prix unitaire et le prix total estimé de chaque élément. Le Canada se réserve le droit de vérifier les prix totaux estimés. En cas d'écart entre le prix unitaire et le prix total estimé, le prix unitaire sera considéré comme étant le prix de la soumission.				<b>Prix total de la soumission</b>	

2. L'entrepreneur doit mener à bien les travaux d'ici le \_\_\_\_\_ 2017-03-31 .
3. L'entrepreneur accuse réception par les présentes des addendas suivants au dossier de soumission (donner le numéro et la date de chacun) :  
Numéros d'addenda : \_\_\_\_\_ Dates : \_\_\_\_\_
4. L'entrepreneur convient que la présente offre : annule et remplace toute communication, négociation ou entente concernant les travaux autre que ce qui est prévu dans la présente soumission définitive ou toute modification mutuellement consentie entre l'entrepreneur et le Canada avant l'acceptation de la présente offre et entente; est irrévocable durant la période de 30 jours suivant l'heure de clôture des soumissions stipulée aux présentes.
5. L'entrepreneur convient que la soumission définitive, ainsi que les modalités stipulées aux présentes, et sous réserve de ces dernières, constitue un contrat obligatoire entre l'entrepreneur et le Canada une fois qu'elle a été acceptée et signée au nom du Canada.
6. Les documents supplémentaires suivants doivent être joints au contrat obligatoire :
- 6.1 CONDITIONS GÉNÉRALES RELATIVES AUX PETITS OUVRAGES – Formulaire AAFC / AAC5316-F
- 6.2 Spécifications
- 6.3 Conditions d'assurance



## FORMULAIRE DE SOUMISSION ET D'ACCEPTATION (suite)

### DISPOSTION RELATIVES À L'INTÉGRITÉ - LISTE DE NOMS (à remplir si votre soumission dépasse 10000,00 \$)

Si la liste exigée n'a pas été fournie à la fin de l'évaluation des soumissions, le Canada informera le soumissionnaire du délai à l'intérieur duquel l'information doit être fournie. À défaut de fournir les noms dans le délai prévu, la soumission sera jugée non recevable. Fournir les noms requis est une exigence obligatoire pour l'attribution d'un contrat.

Les soumissionnaires constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent transmettre une liste complète des noms de tous les administrateurs.

Les soumissionnaires qui présentent une soumission en tant que propriétaire unique, incluant ceux présentant une soumission comme coentreprise, doivent fournir le nom du ou des propriétaire(s).

Les soumissionnaires qui présentent une soumission à titre de société, d'entreprise ou d'association de personnes n'ont pas à soumettre une liste de noms.




## Annexes "D"

# CONDITIONS GÉNÉRALES POUR LES PETITS TRAVAUX



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## GENERAL CONDITIONS FOR MINOR WORKS

### GC 1 GENERAL PROVISIONS

#### GC 1.1 Definition

- "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.
- "Canada", "Her Majesty" means Her Majesty, the Queen in right of Canada;
- "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;
- "Contractor" means a person, with whom Canada enters into a Contract to do the Work;
  - "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;
- "Material" includes all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;
- "Person" includes, unless there is an express stipulation in the Contract to the contrary, 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 trades person in practicing a trade;
- "Work" means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the Contract Documents;

#### GC 1.2 Contract Documents

1. In interpreting the Contract, in the event of discrepancies or conflicts between anything in the Drawings and Specifications or Scope of Work and the General Conditions, the General Conditions govern.
2. In interpreting the Drawings and Specifications, in the event of discrepancies or conflicts between:
  - (a) the Drawings and Specifications, the Specifications govern;
  - (b) the Drawings, the Drawings with the largest scale govern; and
  - (c) figured dimensions and scaled dimensions, the figured dimensions govern.

#### GC 1.3 Assignment

1. This Contract shall not be assigned without the written consent of Canada.

#### GC 1.4 Subcontracting

1. The Contractor shall:
  - (a) not subcontract the whole or any part of the Work without the written consent of the Departmental Representative except for subcontracts specified in the Contract; and
  - (b) ensure that all subcontracts entered into at any tier shall incorporate all the terms and conditions of the Contract that can reasonably be applied thereto.



## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

### **GC 1.5 Laws, Permits and Taxes**

1. The Contractor shall comply with all legislative and regulatory provisions whether federal, provincial, territorial or municipal applicable to the performance of the Work 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.
2. Unless otherwise provided for in the Contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
3. Applicable Taxes will be paid by Canada at time when a progress payment is being made. 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.
4. 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.

### **GC 1.6 Former Public Office Holders**

1. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from the Contract.

### **GC 1.7 Status of the Contractor**

1. The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada or Quebec Pension Plans, employment insurance, workers' compensation, and income tax.
2. The Contractor declares that the Contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code.

### **GC 1.8 Contingency Fees**

1. The Contractor declares that the Contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

### **GC 1.9 Disclosure of Basic Information**

1. The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information, other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act, relating to the contract.

## GENERAL CONDITIONS FOR MINOR WORKS (Continued)

### **GC 1.10 Integrity Provisions - Contracts over \$10,000.00**

- 1) The Ineligibility and Suspension Policy (the "Policy") and all related Directives are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at Ineligibility and Suspension Policy. (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>).

### **GC 1.11 Code of Conduct for Procurement - Contracts Over \$10,000.00**

- 1) The Contractor agrees to comply with the Code of Conduct (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) for Procurement and to be bound by its terms for the period of the Contract.

## **GC 2 ADMINISTRATION OF THE CONTRACT**

### **GC 2.1 Departmental Representative's Rights and Obligations**

1. The Departmental Representative shall:
  - (a) have access to the Work at all times;
  - (b) decide questions regarding what has been done or what the Contractor is required to do;
  - (c) decide questions regarding the acceptability of the quality or quantity of any Labour, Plant or Material used or consumed in the execution of the Work; and
  - (d) decide questions regarding the timing and scheduling of the Work.

### **GC 2.2 Contractor's Superintendent and Workers**

1. The Contractor shall keep a competent superintendent and capable and skilled workers on the site of the Work at all times during the progress of the Work. If, in the opinion of the Departmental Representative, the superintendent or the workers are deemed to be unacceptable because of incompetence, improper conduct or security risk, they shall be removed from the site of the Work and replaced forthwith.

### **GC 2.3 Records to be Kept by the Contractor**

1. The Contractor shall maintain and keep intact complete records relating to the Work together with all tender calls, quotations, contracts, correspondence, invoices and any payment of fees or other compensation for the solicitation, negotiating or obtaining of the contract until the expiration of two (2) years after the date that a Certificate of Completion is issued or the final invoice is paid if no Certificate of Completion is issued. The Contractor shall, upon request from the Departmental Representative, make said records available for copy, audit or inspection to any person(s) acting on behalf of Canada.
2. The Contractor shall cause all Subcontractors, and all other Persons or entities directly or indirectly involved with the Work, to comply with the requirements of GC 2.3.1.

### **GC 2.4 Notices**

1. Any notice shall be in writing and may be delivered by hand, by courier, by registered or regular mail, or by facsimile or other electronic means that provides a paper record of the text of the notice. The notice shall be addressed to the party for whom it is intended at the address in the Contract or at the last address from which the sender has received notice in accordance with this

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

section. Any notice shall be deemed to be effective on the day it is received at that address or four (4) days after being sent, whichever is the earlier.

### **GC 3 EXECUTION OF THE WORK**

#### **GC 3.1 Material, Plant, and Real Property Become the Property of Canada**

1. All Material and Plant used or consumed for the purposes of the Work shall be the property of Canada. The Material and Plant shall be used only for the purposes of the Work, and shall not be removed from the site of the Work until so approved by the Departmental Representative.
2. The Contractor shall be liable for all loss or damage to Material or Plant that is the property of Canada by virtue of this section.

#### **GC 3.2 Cooperation with Other Contractors**

1. The Contractor shall cooperate fully with other contractors or workers sent onto the site of the Work by the Departmental Representative.
2. If, at the time the Contract was executed: the Contractor could not have reasonably foreseen the sending of other contractors or workers onto the site of the Work; and, the Contractor incurs extra costs in complying with GC 3.2.1; and, the Contractor gives written notice of claim for the extra costs within ten (10) days from the date upon which the other contractors or workers were sent onto the site of the Work; then, Canada shall pay an additional amount to the Contractor, calculated pursuant to GC 5.7.

#### **GC 3.3 Use of the Work and Cleanup of Site**

1. The Contractor shall maintain the site of the Work in a tidy condition and free from the accumulation of waste material throughout the duration of the Contract.
2. Before the Departmental Representative issues the Certificate of Completion or approves payment of the final invoice, the Contractor shall remove all materials, tools, construction machinery, equipment, waste products and debris from the site of the Work.
3. Where the Work affects occupied portions of a building, the Contractor shall ensure continuity of all building services and shall ensure safe access for all persons requiring access to said building.

#### **GC 3.4 Warranty and Rectification of Defects**

1. Without restricting any warranty or guarantee implied or imposed by law or any extended warranty specified in the Contract, the Contractor shall, upon notice from the Departmental Representative and at its own expense, rectify all defects which appear in the Work within twelve (12) months from the date of issuance of the Certificate of Completion pursuant to GC 5.6.1, or from the date of the negotiable instrument issued as final payment if a Certificate of Completion is not issued, whichever is applicable.
2. The notice referred to in GC 3.4.1 shall be in writing and shall include the number of days within which the defect or fault is to be rectified.
3. The Contractor shall transfer and assign, to Canada, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the contract documents covering periods beyond the twelve (12) months stipulated above. Extended

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

warranties or guarantees referred to herein shall not extend the twelve (12) month period whereby the Contractor must rectify and make good any defect or fault that appears in the work or comes to the attention of Canada.

### **GC 4 PROTECTION, HEALTH AND SAFETY**

#### **GC 4.1 Material, Plant and Real Property Supplied by Canada**

1. The Contractor, having care, custody and control of the Work and its site, shall be responsible for any loss or damage, excluding reasonable wear and tear, to any property of Canada arising out of the performance of the Work whether or not such loss arises from causes beyond the Contractor's control.

#### **GC 4.2 Construction Safety**

1. The Contractor shall be responsible for the health and safety of all persons granted access to the site of the Work and for initiating, maintaining and supervising all safety inspections, precautions and programs in connection with the performance of the Work in accordance with the health and safety legislation in force in the Province where the Work is being performed.

### **GC 5 TERMS OF PAYMENT**

#### **GC 5.1 Definitions**

For the purposes of this section:

- Payment Period means a period of thirty (30) days or such other longer period as may be agreed between the Contractor and the Departmental Representative.
- An amount is Due and Payable when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract.
- An amount is Overdue when it remains unpaid after the day upon which it is due and payable.
- Date of Payment means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada.
- Fixed Price Arrangement means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates.
- Unit Price Arrangement means that part of the Contract that prescribes the product of a Price Per Unit multiplied by a number of Units of Measurement of a Class as payment for performance of the Work to which it relates.
- Price Table means the table set out in the BID AND ACCEPTANCE FORM.
- Bank Rate means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
- Average Bank Rate means the simple arithmetic mean of the Bank Rates in effect at 4:00 pm Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.
- Duration of the Work means the number of calendar days required to complete the Work, commencing on the first day following receipt by the Contractor of the fully executed Contract and ending the day on which the Departmental Representative verifies that the Work has been satisfactorily completed.

#### **GC 5.2 Payment - General Provisions**

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

1. It is a condition precedent to Canada's obligation under GC 5.3.5 that the Contractor has made and delivered to the Departmental Representative, a statutory declaration as described in GC 5.2.2.
2. A statutory declaration in a form acceptable to Canada shall contain a declaration that the Contractor has complied with all lawful obligations with respect to workers and that all lawful obligations towards Subcontractors and Suppliers in respect of the Work under the Contract have been fully discharged.
3. A payment by Canada pursuant to this section shall not be construed as evidence that the Work is satisfactory or in accordance with the Contract.
4. Delay in making payment by Canada under the Contract shall not constitute a breach of Contract.
5. Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, Canada may retain from amounts payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or any other current contract.
6. No additional payment shall be made for delays where the cause of the delay was under the control of the Contractor.
7. Except as provided for in these General Conditions, the amount payable to the Contractor under the Contract shall not be increased or decreased by reason of any increase or decrease in cost of the Work brought about by any increase in the cost of Labour, Plant or Material.
8. In the event of a change, including a new imposition or repeal of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales 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 after the date of submission by the Contractor of the Contractor's bid, the contract amount shall be adjusted by an amount equal to the increased or decreased cost to the Contractor, which amount shall be determined through a detailed examination of the Contractor's records.
9. It is a term of every contract providing for the payment of any money by Her Majesty that payment under that contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment under that contract would come in course of payment. Section 40, *Financial Administration Act*, R.S., 1985, c. F-11, s. 40.

### **GC 5.3 Progress Payments**

1. Where the duration of the Work is greater than thirty (30) days, the Contractor shall be entitled to receive monthly progress payments upon submitting a progress claim in a form approved by the Departmental Representative. Where the duration of the Work is less than thirty (30) days, the Contractor shall submit a progress claim after the Work is complete.
2. On the expiration of a Payment Period, the Contractor shall deliver to the Departmental Representative:
  - (a) a written progress claim that fully describes any part of the Work that has been satisfactorily completed and any Material that was delivered to the site of the Work but not incorporated into the Work during the Payment Period for which the progress claim relates;
  - (b) a completed and signed statutory declaration as described in GC 5.2.2; and

## GENERAL CONDITIONS FOR MINOR WORKS (Continued)

- (c) in the case of the initial progress claim and the request for final payment, satisfactory evidence of compliance with workers compensation legislation that is applicable to the place of the Work.
- 3. Not later than ten (10) days after receipt of a progress claim properly submitted in accordance with GC 5.3.2, the Departmental Representative shall issue a progress report, a copy of which shall be given to the Contractor.
- 4. A progress report shall indicate the value of the part of the Work and 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 related to the Contract.
- 5. Not later than thirty (30) days after the receipt by the Departmental Representative of a properly submitted progress claim and supporting documentation, Canada shall make a progress payment to the Contractor in an amount that is equal to one of the following:
  - (a) 90 percent of the value that is indicated in the progress report; or
  - (b) If the Departmental Representative is satisfied that the Work is substantially complete and is acceptable for use by Canada, 100 percent of the value of the Work and Material that is in accordance with the Contract, less amounts previously paid for under the Contract, less the amount equal to the estimated cost of completing the Work and the estimated cost of rectifying defects and faults in the Work as determined by the Departmental Representative; or
  - (c) If the Departmental Representative is satisfied that the Work is complete, 100 percent of the value of the Work that is in accordance with the Contract less amounts previously paid for under the Contract;plus Applicable Taxes and less the aggregate of any amounts payable to or costs and damages claimed by Canada or by a Claimant against the Contractor.
- 6. The Departmental Representative reserves the right to increase or decrease the quantities submitted by the Contractor if there is a disagreement between the Contractor's invoiced quantities and the quantities shown in the records maintained at the site of the Work.
- 7. Subject to GC 5.3.8, GC 5.3.9 and GC 5.3.10, the Departmental Representative and the Contractor may, by an agreement in writing, amend a Price Per Unit as set out in the Price Table for any Class of Labour, Plant or Material provided the Certificate of Measurement shows that the Authorized Quantity of the Class of Labour, Plant or Material actually performed, used or supplied by the Contractor in performing the Work is:
  - (a) less than 85 percent of the Estimated Total Quantity; or
  - (b) in excess of 115 percent of the Estimated Total Quantity.
- 8. In no event shall the total amount of an Item set out in the Price Table that has been amended pursuant to GC 5.3.7 (a) exceed the amount that would have been Payable to the Contractor had the Estimated Total Quantity actually been performed, used, or supplied.
- 9. An amendment that is made necessary by GC 5.3.7 (b) shall apply only to the quantities that are in excess of 115 percent.
- 10. Where the Departmental Representative and the Contractor fail to agree on the amount of any adjustment to a Price Per Unit as contemplated by GC 5.3.7, the amended Price Per Unit shall be determined in accordance with GC 5.7.

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

### **GC 5.4 Interest on Overdue Accounts**

1. Canada shall be liable to pay, to the Contractor, simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is Overdue. The interest shall apply from the date such amount becomes Overdue until the day prior to the Date of Payment inclusively.
2. Interest shall be paid to the Contractor without demand on Overdue payments, except, in respect to amounts which are less than fifteen (15) days Overdue, in which case, no interest shall be paid unless the Contractor so demands.
3. Canada shall not be liable to pay interest where Canada is not responsible for the delay in paying the Contractor.

### **GC 5.5 Payment in the Event of Termination**

1. If the Contract is terminated pursuant to GC 7.4, Canada shall pay the Contractor:
  - (a) an amount, as agreed upon by the Contractor and the Departmental Representative, for all Labour, Plant and Material performed, used or supplied by the Contractor as at the date of termination plus
    - (i) any fully supported termination costs incurred by the Contractor, less
    - (ii) any amounts payable to or costs and damages claimed by Canada or by a Claimant, against the Contractor; or
  - (b) failing such an agreement, an amount calculated in accordance with GC 5.7.2.

### **GC 5.6 Final Completion**

1. A Certificate of Completion shall be issued to the Contractor on the date on which the Work has been completed and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of the Departmental Representative.
2. Where the Contract is, in whole or in part, a Unit Price Arrangement, the Departmental Representative shall, at the same time as the issuance of the Certificate of Completion, issue a Certificate of Measurement setting out the Authorized Quantities used or employed in respect of the classes and units set out in the Price Table under the BID AND ACCEPTANCE FORM and any subsequent amendments thereto, such certificate to be binding upon the Contractor and Canada.

### **GC 5.7 Determination of Price**

1. By mutual agreement:
  - (a) where 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, and include an allowance for overhead, margin and the risk of undertaking the work within the stipulated amount;
  - (b) where 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 Total Quantities and Price Per Units to the Price Table;
  - (c) a Price Per Unit referred to in GC 5.7.1 (b) 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, and include an allowance for overhead, margin and the risk of undertaking the work;

## GENERAL CONDITIONS FOR MINOR WORKS (Continued)

- (d) to facilitate approval of the price of the additional Item, 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 appropriate percentage allowance;
- (e) if no agreement can be reached as contemplated in GC5.7.1 (a), the price shall be determined in accordance with GC 5.7.2; and
- (f) if no agreement can be reached as contemplated in GC 5.7.1 (b) and GC 5.7.1 (c), the Departmental Representative 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 GC 5.7.2.

### 2. Following Completion of the Additional Work

- (a) Where it is not possible to predetermine, or where 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:
  - (i) 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 GC 5.7.2(b), that are directly attributable to the performance of the Contract; plus
  - (ii) an allowance for profit and all other expenditures or costs equal to 10 percent of the sum of the amounts referred to in GC 5.7.2 (a)(i); plus
  - (iii) interest, if any, paid by the Contractor on the amounts determined under GC 5.7.2 (a)(i) and (ii), calculated in accordance with GC 5.4.
- (b) The cost of Labour, Plant and Material referred to in GC 5.7.2 (a) shall be limited to the following categories of expenditure:
  - (i) payments to Subcontractors and suppliers;
  - (ii) wages, salaries and traveling expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses, living and traveling 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;
  - (iii) 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 GST/HST collection costs;
  - (iv) 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 had been approved by the Departmental Representative;
  - (v) 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 the Departmental Representative, 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;
  - (vi) 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;
  - (vii) 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
  - (viii) any other payments made by the Contractor with the approval of the Departmental Representative that are necessary for the performance of the Contract in accordance with the Contract Documents.

## GC 5.8 Claims Against and Obligations of the Contractor or Subcontractor



## GENERAL CONDITIONS FOR MINOR WORKS (Continued)

1. The Contractor shall ensure that all its lawful obligations arising out of the performance of the Work are discharged and satisfied at least as often as the Contract requires Canada to pay the Contractor. The Contractor shall provide the Departmental Representative with a Statutory Declaration, as referred to in GC 5.2.2. If any third party claims and outstanding obligations exist under the Contract, a Statutory Declaration shall also be accompanied by letter documentation that clearly identifies the existence and condition of any third party disputed claims and outstanding obligations.
2. In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a Subcontractor arising out of the performance of the Work, Canada may:
  - (a) pay an amount from money that is due and payable to the Contractor pursuant to the Contract directly to the claimant against the Contractor or the Subcontractor; or
  - (b) 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. Monies withheld for this purpose shall not be subject to any interest payment in the event such claims are rejected.
3. The amount referred to in GC 5.8.2 (a) shall be that amount which the Contractor would have been obliged to pay to such claimant had the provisions of the Provincial or Territorial lien legislation, or in the province of Quebec, the law relating to mortgage, been applicable to the Work. Any such 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 mortgage which the claimant might have had.
4. For the purposes of GC 5.8, a claim shall be considered lawful when it is so determined:
  - (a) by a court of competent jurisdiction;
  - (b) by an arbitrator duly appointed to arbitrate the said claim; or
  - (c) by written notice delivered to the Departmental Representative and signed by the Contractor authorizing payment of the said claim(s).
5. A payment made pursuant to GC 5.8.2 is, to the extent of the payment, a discharge of Canada's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
6. GC 5.8.2 shall only apply to claims and obligations where:
  - (a) the notification of which has set forth the amount claimed to be owing and the person who by Contract is primarily liable;
  - (b) the notification or a copy of the notification was received by the Departmental Representative in writing before final payment is made to the Contractor and within one hundred and twenty (120) days of the date on which the claimant:
    - (i) should have been paid in full under the claimant's Contract with the Contractor or Subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
    - (ii) performed the last of the labour or furnished the last of the Plant or Material pursuant to the claimant's Contract with the Contractor or Subcontractor where the claim is not for money referred to in GC 5.8.6 (b)(i); and
  - (c) the proceedings to determine the right to payment for the claim shall have commenced within one year from the date that the notice referred to in GC 5.8.6 (b) was received by the Department Representative.
7. The Departmental Representative shall inform the Contractor in writing of receipt of any notification of claim and of the intention of Canada to withhold funds pursuant to GC 5.8.2. The Contractor may, at any time thereafter and until payment is made to the claimant, post with Canada, security in the form of a Claimant's Payment Bond acceptable to Canada and in an

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

amount equal to the value of the said claim. Upon receipt of such security Canada shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC 5.8.2.

### **GC 6 CHANGES IN THE WORK**

#### **GC 6.1 Changes in the Work**

1. Canada shall have the right to order additional Work, dispense with, or change the whole or any part of the Work described in the Drawings and Specifications or Scope of the Work.
2. The Departmental Representative shall decide whether anything done or not done as a result of directions given under GC 6.1.1 has increased or decreased the cost of the Work to the Contractor and where the cost of the Work has increased or decreased, the amount payable under the Contract shall be increased or decreased by an amount calculated in accordance with GC5.7.
3. Any change in the terms of the Contract, other than changes that may be ordered by Canada or the Departmental Representative pursuant to GC 6.1.1, may be made only by agreement in writing between Canada and the Contractor.

#### **GC 6.2 Changes in Subsurface Conditions and Delays by Canada**

1. No extra payment shall be made to the Contractor for any extra expense, loss or damage for any reason unless Canada shall certify that such extra expense, loss or damage is directly attributable to:
  - (a) a substantial difference between the subsurface conditions as indicated in the Drawings and Specifications or Scope of Work and the actual conditions found at the site of the Work; or
  - (b) the neglect or delay by Canada, occurring after the date of award of the Contract:
    - (i) in providing any information or the doing of any act which Canada is required expressly by the Contract to do or as required by a known custom of the trade; or
    - (ii) in suspending the Work pursuant to GC 7.3.
2. The Contractor shall, within ten (10) days immediately after encountering such subsurface conditions or such neglect or delay, give written notice to the Departmental Representative of a claim for such extra expense, loss or damage. Failure to provide such written notice shall render the claim null and void.
3. The amount of any extra payment made under this section shall be calculated in accordance with GC 5.7.
4. If, in the opinion of the Departmental Representative, any difference in subsurface conditions referred to in GC 6.2.1 results in a savings to the Contractor, the amount of said savings shall be deducted from the Contract Amount owing to the Contractor.

#### **GC 6.3 Extension of Time**

1. Upon written application by the Contractor made before the date fixed for the completion of the Work, Canada may extend the time for completion of the Work if, in the opinion of Canada causes beyond the control of the Contractor have delayed its completion.
2. If the Contractor does not complete the Work by the day fixed for its completion, but completes it thereafter, the Contractor shall:

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

- (a) pay all Canada's inspection costs relating to the Work incurred after the stipulated completion date; and
- (b) compensate Canada for any loss or damage resulting from the failure by the Contractor to complete the Work by the completion date fixed by the Contract.

Unless, in the opinion of Canada, such delay was due to causes beyond the control of the Contractor or it is in the public interest to waive the whole or any part of the payment.

### **GC 7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT**

#### **GC 7.1 Taking the Work Out of the Contractor's Hands**

1. By giving notice in writing to the Contractor, Canada 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 execution of the Work to the satisfaction of the Departmental Representative within six (6) days of Canada giving written notice to the Contractor to do so;
  - (b) defaults in the completion of any part of the Work within the time fixed by the Contract for its completion;
  - (c) becomes insolvent or commits 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 contrary to GC 1.3; and 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 extinguished.
3. The Contractor shall be liable to pay Canada, upon demand, an amount that is equal to the sum of all losses and damages incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.
4. If the whole or any part of the Work that is taken out of the Contractor's hands pursuant to GC 7.1.1 is completed by Canada, the Departmental Representative shall calculate the amount, if any, of the holdback or progress claims that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands.
5. If it is determined that there is an amount 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, Canada may then pay the Contractor the amount determined not to be required pursuant to GC 7.1.4.

#### **GC 7.2 Effect of Taking the Work Out of the Contractor's Hands**

1. The taking of the Work or part thereof out of the Contractor's hands pursuant to GC 7.1.1 does not operate so as to relieve or discharge the Contractor from any obligations under the Contract or imposed upon the Contractor by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
2. All Plant and Material and the interest of the Contractor in all real property, licenses, powers and privileges acquired, used, provided or consumed by the Contractor under the Contract shall continue to be the property of Canada without compensation to the Contractor.

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

3. When the Departmental Representative certifies that any Plant, Material or any interest of the Contractor referred to in GC 7.2, is no longer required for the purpose 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.

### **GC 7.3 Suspension of the Contract**

1. Canada may, upon giving notice in writing to the Contractor, suspend the performance of the Work at any time. The Contractor shall comply with such notice immediately, subject to any conditions that may be stipulated in the notice.
2. If Canada suspends the Work for thirty (30) days or less the Contractor shall, subject to its remedy under GC 5.7, complete the Work when called upon to do so. If Canada suspends the Work for a period in excess of thirty (30) days, the Contractor may request that Canada terminate the Contract pursuant to GC 7.4.
3. It is the responsibility of the Contractor to mitigate all costs during the suspension period.

### **GC 7.4 Termination of the Contract**

1. Canada may terminate the Contract at any time by giving notice of termination in writing to the Contractor and upon receipt of such notice the Contractor shall cease all operations in performance of the Contract, subject to any conditions that may be stipulated in the notice.
2. Termination under GC 7.4.1 shall not relieve the Contractor of any legal or contractual obligations other than that portion of Work that remains to be completed at the time of the termination.
3. Payment, in event of termination under this subsection, shall be made pursuant to the provision of GC 5.5.

## **GC 8 DISPUTE RESOLUTION**

1. The Contractor may, within 10 days after the communication to the Contractor of any decision or direction referred to in GC2.1(b) and GC6.1, protest that decision or direction.
2. A protest referred to in GC8.1 shall be in writing, contain full reasons for the protest, be signed by the Contractor and be given to Canada.
3. If the Contractor gives a protest pursuant to GC8.2, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action the Contractor considers appropriate in the circumstances.
4. The giving of a protest by the Contractor pursuant to GC8.2 shall not relieve the Contractor from complying with the decision or direction that is the subject of the protest.
5. Subject to GC8.6, the Contractor shall take any action referred to in GC8.3 within 3 months after the date of the Certificate of Completion referred to in GC5.6 and not afterwards, except where it is otherwise provided by law.
6. The Contractor shall take any action referred to in GC8.3 resulting from a direction under GC3.4, within 3 months after the expiry of a warranty or guarantee period and not afterwards, except where it is otherwise provided by law.

## **GENERAL CONDITIONS FOR MINOR WORKS (Continued)**

7. Subject to GC8.8, if Canada determines that the Contractor's protest is justified, Canada shall pay the Contractor the cost of the additional labour, Plant and Material necessarily incurred by the Contractor in carrying out the protested decision or direction.
8. Costs referred to in GC8.7 shall be calculated in accordance with GC5.7.

### **GC 9 INDEMNIFICATION AND INSURANCE**

#### **GC 9.1 Indemnification**

1. The Contractor shall indemnify and save harmless Canada, its servants, agents and all those for whom Canada may be, in law, responsible, from and against all claims, demands, losses, damages, costs and legal proceedings by whomever made, sustained, brought or prosecuted, and in any manner based upon, occasioned by or attributed to the activities of the Contractor, the Contractor's employees, agents or persons for whom the Contractor is, in law, responsible for the performance or purported performance of the Contract, including an infringement or alleged infringement of a patent of invention or any other kind of intellectual property.
2. For the purpose of GC 9.1.1, activities include any act improperly carried out and any omission or delay in carrying out an act.
3. The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any rights available to Canada at law or in equity.

#### **GC 9.2 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 GC 9.2.1 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 GC 9.3.

#### **GC 9.3 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 GC 9.2, 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 GC 9.2, the proceeds of the claim shall be paid by the insurer directly to the claimant.
3. If an election is made pursuant to GC 9.3.1, 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

## GENERAL CONDITIONS FOR MINOR WORKS (Continued)

- site and any other amount that is payable by the Contractor to Canada under the Contract, minus any monies retained pursuant to GC 9.3.1 (b); 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 GC 9.3.3 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 GC 9.3.4, 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 GC 9.3.3, be deemed to have been expended and discharged.
  6. If an election is not made pursuant to GC 9.3.1 (b), the Contractor shall, subject to GC 9.3.7, 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 GC 9.3.6, Canada shall pay the Contractor out of the monies referred to in GC 9.3.1 so far as they will thereon to extend.
  8. Subject to GC 9.3.7, payment by Canada pursuant to GC 9.3.7 shall be made in accordance with the Contract but the amount of each payment shall be 100 percent of the amount claimed notwithstanding GC 5.3 a) and b).



## Annexes "E"

### SPECIFICATIONS TECHNIQUES ET PLANS

## **Part 1 - General**

### **1.1 DEFINITIONS**

- .1 Supply: to acquire or purchase ship or transport to the site, unload, remove packaging to permit inspection for damage, re-package, replace damaged items, and safely store on-site.
- .2 Install: to remove from site storage, move or transport to intended location, install in position, connect to utilities, repair site caused damage or replace, and make ready for use.
- .3 Provide: to supply and install.
- .4 Owner or Departmental Representative: AAFC project manager, AAFC site manager, or agent operating on AAFC's behalf including Consultant.
- .5 Consultant: representative contracted by AAFC to provide interpretation of contract drawings and specification and related guidance, and to inspect Contractors work for conformance to contract documents as well as codes, standards, and good practice.
- .6 Contractor: the construction contractor hired by AAFC to complete the work identified in the contract drawings and specifications.

### **1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- .1 Work of this Contract comprises supply, installation of replacement 14 individual roof and wall vent screens on an existing greenhouse at Agriculture and Agri-Food Canada's (AAFC) London Research and Development Centre. This consists of:
  - 4 roof vent screens approximately 3m wide each.
  - 4 roof vent screens approximately 6m wide each.
  - 2 roof vent screens approximately 12m wide each.
  - 2 side wall vent screens approximately 3m wide each.
  - 2 side wall vent screens approximately 6m wide each.Vents are distributed across 4 separate greenhouse compartments (2 roof vents and 1 side wall vent per compartment) and 1 greenhouse corridor section.

### **1.3 OWNER OCCUPANCY / WORK SEQUENCE**

- .1 Owner will occupy premises during entire construction period for execution of normal operations.
- .1 Construct Work in stages to accommodate Owner's continued use of premises during construction.
- .2 Co-ordinate Progress Schedule and co-ordinate with Owner Occupancy during construction. See further details of work sequence in Constraints section below.
- .3 Maintain fire access/control.

### **1.4 CONTRACTOR USE OF PREMISES**



- .1 Limit use of premises for Work, for storage, for access, to allow Owner occupancy.
- .2 Co-ordinate use of premises under direction of Departmental Representative.
- .3 At completion of operations condition of existing site: equal to or better than that which existed before new work started.
- .4 No smoking in or near any AAFC buildings.
- .5 Submit schedule to and obtain approval from Owner for any shutdown or closure of active service or facility including roadway, power, water, natural gas, security and communications services. Adhere to approved schedule and provide notice to affected parties.

## **1.5 EXISTING SERVICES**

- .1 Where unknown services are encountered, immediately advise Owner and confirm findings in writing. Services include underground drainage piping and tile.

## **1.6 JOB SITE DOCUMENTS**

- .1 Maintain at job site, one copy each document as follows:
  - .1 Contract drawings and specifications including any addenda issued at tender.
  - .2 Reviewed shop drawings.
  - .3 Change orders.
  - .4 Site instructions.
  - .5 Field test reports.
  - .6 Approved work schedule.
  - .7 Health and safety plan

## **1.11 CONSTRAINTS**

- .1 Contractor is responsible for any subtrades required.
- .2 Any deviations from these specifications must be approved by the AAFC Project Manager.
- .3 Work to be conducted in occupied greenhouse building. There are 4 greenhouse compartments involved in this project scope. Work to be carried out sequentially in each greenhouse compartment, with contract fully completing all work in one compartment before moving to next compartment. Corridor work can occur during any one or more of the compartment phases.
- .4 AAFC will vacate the greenhouse compartment of plants and personnel prior to contractor occupying the space.

- .5 AAFC requires maximum 12 hours downtime between the contractor's completion of one compartment and AAFC's turnover of the next compartment, to allow AAFC time to relocate plants in out of work swing space. This 12 hour period will occur afterhours if necessary to accommodate contractor's schedule, but will commence at 4pm at the latest.
- .6 For each compartment, upon completion and prior to moving on to next compartment, Contractor will schedule time prior to the end of the work shift to review with AAFC representative the completed works and demonstrate good operation of the newly installed vent system.
- .7 This greenhouse conducts pesticide-free work. It has been designed with the intent that no pests or insects can enter this space. With the replacement of the screens described in this document, the intent is that the completed works will have no gaps or cracks any larger than mesh opening size.
- .8 No field splicing or patching or replacement screen material is permitted.

#### **1.12 CONTACTS**

- .1 AAFC project manager and site contact names and contact information to be provided to Contractor after contract award.

#### **1.13 PROJECT MEETINGS**

- .1 There will be periodic, teleconferenced project meetings occurring throughout the total duration of this project. AAFC will pay for and arrange teleconferencing facilities for these meetings.
- .2 Contractor's project manager to be in attendance at each meeting.
- .3 Contractor will take minutes at each of these meetings and distribute to all in attendance within 3 days of the meeting.
- .4 Prior to each meeting, Contractor will provide project team with detailed progress report and updated schedule.

#### **1.14 SCHEDULE**

- .1 Within seven (7) calendar days after the Contractor has been advised in writing of the acceptance of his tender, he shall furnish the AAFC Project Engineer with a proposed schedule detailing all construction activities (including product ordering and delivery) and forecasted start and end dates for each.
- .2 The Contractor will maintain and update the project schedule continually throughout the duration of the project and will have it available to Owner at any time.
- .3 When proposed changes are envisioned, the Contractor shall immediately advise the AAFC Project Manager of these changes.

#### **1.15 PERMITS, LICENCES, REGULATIONS AND ACTS**

- .1 All work and products and methods provided by the Contractor must comply with the most recent versions of applicable Municipal, Provincial Government and Government of Canada regulations including but not limited to:
  - .1 National Building Code of Canada
  - .2 National Fire Code
  - .3 Ontario Building Code
  - .4 National Farm Building Code
- .2 The Contractor shall comply with all Workers' Compensation Board regulations as they apply to the work of this contract.
- .3 The Contractor shall be responsible for obtaining and paying for all permits or licenses that are required for completion of the Contract.
- .4 Furnish all related certificates to the Owner at completion of the contract as evidence of a complete and proper installation.
- .5 Contractor to pay all fees to obtain permits.

#### **1.16 DELIVERY, STORAGE, HANDLING**

- .1 Material Delivery Schedule: provide AAFC Project Manager with schedule within 2 weeks after award of Contract.
- .2 The Contractor will be permitted to use only those areas on site which have been designated by the Owner for equipment, or construction areas.
- .3 Storage of waste is section 017421 Construction/Demolition Waste Management and Disposal.

#### **1.19 MANUFACTURER'S INSTRUCTIONS**

- .1 The Contractor shall be responsible for the correct installation and assembly of all items of equipment. Manufacturer's instructions shall be carefully read and rigidly adhered to in the installation of materials and equipment.
- .2 Notify AAFC Project Manager in writing, of conflicts between the specifications and manufacturer's instructions, so that AAFC may establish the course of action.

#### **1.20 DAY WORK**

- .1 Work may be completed during normal business hours.

#### **1.21 WORK BY OTHERS**

- .1 AAFC will employ the services of an engineering consulting firm (defined as Consultant) to ensure the work done within this scope adheres to the requirements of the plans and specification set out in this document. This will include attendance at project meetings, site inspections of the Contractors work, and subsequent report to AAFC of findings.
- .2 The Contractor shall assume full responsibility for the direction of the on-site safety of other Contractors or agencies who are required to work on the site during this contract.

### **1.23 INSPECTION AND TAKEOVER PROCEDURES**

- .1 Submit written notice from authorities having jurisdiction that they have inspected services and found them to be satisfactory.
- .2 At time of inspection, Owner and Contractor will jointly decide upon the take-over procedures to be followed; formal take-over and acceptance of the work will be when all deficiencies have been remedied to AAFC's satisfaction.

### **1.23 SYSTEMS DEMONSTRATIONS**

- .1 At agreed upon milestones, Contractor to demonstrate to AAFC the proper and trouble-free operation of each system. Each system will operate fully according to its intended design purpose.

### **1.24 SITE MAINTENANCE AND CLEAN-UP**

- .1 After completion of the work, the Contractor shall remove all temporary structures and clear away all rubbish, surplus and waste materials, clean (broom clean) all surfaces.
- .2 Remove dust, stains, spots, marks and dirt generated from the work in this contract from decorative work, finish surfaces, walls, windows and doors. Areas left un-clean will be cleaned by the building owner's cleaning staff with cost charged back to the contractor.

### **Part 2 – Products**

Section not used.

### **Part 3 – Execution**

Section not used.

**END OF SECTION**

## **Part 1 General**

### **1.2 ADMINISTRATIVE**

- .1 Submit to AAFC Project Manager and Consultant submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Do not proceed with Work affected by submittal until review is complete.
- .3 Verify field measurements and affected adjacent Work are co-ordinated.
- .4 Contractor's responsibility for errors and omissions in submission is not relieved by Consultants' review of submittals.
- .5 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by AAFC Project Manager and / or Consultants' review.

### **1.4 SHOP DRAWINGS AND PRODUCT DATA**

- .1 The term "shop drawings" means manufacturer product data sheets (ex: brochures, drawings, diagrams, illustrations, schedules, performance charts, and other data).
- .2 Indicate materials, and where appropriate, methods of construction and attachment or anchorage, erection diagrams, connections.
- .3 Adjustments made on shop drawings by Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to AAFC Project Manager prior to proceeding with Work.
- .4 If upon review by the Consultant, no errors or omissions are discovered or if only minor corrections are made, scanned electronic copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.
- .5 The review of shop drawings by the Consultant is for the purpose of ascertaining conformance with general design concept.
  - .1 This review shall not mean that AAFC or Consultant approves detail design inherent in shop drawings, responsibility for which shall remain with Contractor submitting same, and such review shall not relieve Contractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting requirements of construction and Contract Documents.
- .6 Shop drawings will be required at a minimum for the following items:
  - .1 Metal extrusions for vent screen retention.
  - .2 Vent screen material (physical sample also required).

.3 Overall vent screen system and assembly.

**Part 2 – Products**

Section not used.

**Part 3 – Execution**

Section not used.

**END OF SECTION**

## **Part 1 – General**

### **1.1 GENERAL**

- .1 The Contractor shall use due care and take all necessary precautions to ensure the protection of persons and property and shall comply with the most current requirements of the applicable federal and provincial government agencies including but not limited to:
  - .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
  - .2 Province of Ontario Occupational Health and Safety Act
  - .3 Worker Safety and Insurance Board.
- .2 All training and safety equipment acquisition, transportation and maintenance is the responsibility of the Contractor.
- .3 The Contractor shall have a site specific safety management plan prior to mobilizing to site. This plan shall include provisions to ensure the safety of the public, those engaged in the work under this contract, and those employed by other agencies or contractors who may require access to the site against accident and injury. The Contractor shall post on site all necessary and applicable signs regarding safety hazards, and the required personal safety equipment.
- .4 The Contractor shall supply and maintain at all times suitable lock-out devices, barricades and signs as are necessary to ensure the safety of the public, those engaged in the work under this contract, and AAFC employees against accident and injury.
- .5 Notwithstanding the provisions of the General Conditions, in any emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without direction from the AAFC, shall act in a reasonable manner to prevent loss or injury.

## **Part 2 – Products**

Section not used.

## **Part 3 – Execution**

Section not used.

**END OF SECTION**

## **Part 1 – General**

### **1.1 QUALITY CONTROL**

- .1 If the Contractor covers or permits to be covered any work that is subject to inspection or before any special tests and approvals are completed without the approval of the AAFC Project Engineer, the Contractor shall uncover the work, have the inspections satisfactorily completed and make good the work at his own expense.
- .2 Costs for additional review, inspection, and or testing made necessary for certification of payment by need to correct defective and non-conforming work to be by Contractor.
- .3 Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- .4 No patching or splicing of vent screens will be allowed.

### **1.2 INSPECTION AND TESTS OF MATERIALS**

- .1 All materials furnished and all work performed will be subject to inspection. The Contractor must demonstrate to the AAFC Representative and Consultant that all components are suitable and satisfactory for their intended purpose.

### **1.3 DEFECTIVE MATERIALS AND EQUIPMENT**

- .1 Defects disclosed prior to acceptance:
  - .1 Defects or other failure to meet the requirements of the contract, including errors or omissions on the part of the Contractor, which are disclosed prior to final acceptance, shall be corrected entirely at the expense of the Contractor, including cost of required tests of corrected defects.
- .2 Defects disclosed after acceptance:
  - .1 Latent defects not disclosed before the date of final acceptance, but disclosed within one (1) year (unless otherwise stated in the contract documents) from date of the Final Certificate of Completion, shall be corrected promptly by the Contractor entirely at the expense of the Contractor.

## **Part 2 – Products**

Section not used.

## **Part 3 – Execution**

Section not used.

**END OF SECTION**



## **Part 1 General**

### **1.1 WASTE MANAGEMENT GOALS**

- .1 Prior to start of Work conduct meeting with AAFC Project Manager to review and discuss Waste Management Plan and Goals.
- .2 Preserve environment and prevent pollution and environment damage.
- .3 Provide on-site strategy for collection, handling, and storage of anticipated quantities of reusable and recyclable materials.
- .4 Contractor must supply own waste or recycling storage containers. No AAFC waste storage containers are to be used by Contractor.
- .5 Contractor is responsible for transporting and disposal of all waste and recycling to approved waste disposal facility and authorized recycling facility.

### **1.2 STORAGE, HANDLING AND PROTECTION**

- .1 Store, materials to be reused, recycled and salvaged in locations as directed by Owner.
- .2 Unless specified otherwise, materials for removal become Contractor's property.

### **1.3 DISPOSAL OF WASTES**

- .1 Do not bury rubbish or waste materials.
- .2 Do not dispose of waste volatile materials into waterways, storm, or sanitary sewers.

## **Part 2 Products**

Section not used.

## **Part 3 Execution**

### **3.1 APPLICATION**

- .1 Handle waste materials not reused, salvaged, or recycled in accordance with appropriate regulations and codes.

### **3.2 CLEANING**

- .1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.
- .2 Clean-up work area as work progresses.
- .3 Source separate materials to be reused/recycled into specified sort areas.

**END OF SECTION**

**Part 1 – General**

**1.1 OPERATIONS AND MAINTENANCE MANUALS**

- .1 Submit to AAFC a hard and soft copy of approved Operations Data and Maintenance Manual, compiled as follows:
  - .1 Hard copy to be provide in hard cover binder.
  - .2 Enclose title sheet labelled "Operation Data and Maintenance Manual," project name, date and list of contents. Project name must appear on binder face.
- .2 Include following information plus data specified:
  - .1 Maintenance and cleaning instructions.
  - .2 Manufacturer and suppliers names, addresses and telephone numbers and components supplied by them must be included in this section. Components must be identified by a description and manufacturers part number.
- .3 Warrantees and Guarantees showing:
  - .1 Name and address of projects.
  - .2 Guarantee commencement date (date of Interim Certificate of Completion) and duration.
  - .3 Clear indication of what is included and excluded in guarantee.
- .4 Include one complete set of final shop drawings indicating corrections and changes made during fabrication and installation (clearly hand mark is sufficient).
- .5 All testing and inspection reports.

**Part 2 – Products**

Section not used.

**Part 3 – Execution**

Section not used.

**END OF SECTION**

**Part 1 GENERAL**

**1.1 SUBMITTALS**

- .1 Product Data: Submit manufacturer's product data, use limitations and recommendations for each product and system used. Provide manufacturers' certifications stating that products and systems comply with requirements.
- .2 Shop Drawings: prepare and submit shop drawings showing the existing conditions and new insect screen installation, including selective demolition, selective glass removal and replacement (if necessary as result of damage while performing this work), new screen extrusions, clamp strips, push-in gaskets, pleated screens and flashing.
- .3 As-Built Drawings: Revise shop drawings and resubmit as-built drawings, making use of field set marked up by site foreman. Collect and add as-built drawings from all suppliers.
- .5 Prior to proceeding with orders and manufacturing, the greenhouse supplier must prepare a full size mock-up of the insect screen installation.

**1.2 SAMPLES**

- .1 Provide samples of screen cloth, push-in gasket, screen extrusions, clamp strips and flashing. Minimum size of samples, 300mm long or 300mm by 300mm, as appropriate.

**1.3 REFERENCES**

- .1 For construction drawing set – original construction.
- .2 As-built drawing set – original construction.

**1.4 DESIGN CRITERIA**

- .1 New installation is to effectively exclude thrips. All gaps, seams, cracks and seals to have openings not to exceed the mesh opening size of the specified insect screen cloth.

**1.5 DELIVERY, STORAGE AND HANDLING**

- .1 Protect materials during delivery, storage and handling to comply with manufacturers' directions and as required to prevent damage and deterioration. Store all greenhouse components, including but not limited to, glass and aluminum indoors, away from rain, snow and condensing conditions.

## **Part 2 PRODUCTS**

### **2.1 MATERIALS AND COMPONENTS**

- .1 Aluminum.
- .2 Insect screen extrusions: Alloy 6061 T6 or T5 or Alloy 6063-T54
- .3 Sheet for flashing: Alloy 3003-H14.
- .4 Fasteners.
  - .1 Exterior glazing system fasteners: 300 Series Stainless Steel.
  - .2 All other fasteners: 300 Series Stainless Steel.
- .5 Cladding System (for replacement of glass that may be damaged due to this work):
  - .1 Roof glass for all compartments: Heat strengthened laminated clear float glass to ASTM C 1172 -09, Kind LHS. Exterior ply to C 1036 Type 1, Class 1 (Clear), quality q3, ASTM C1048-04, Kind HS, Condition C. Interior ply to C 1036 Type 1, Class 1 (Clear), quality q3, ASTM C1048-04, Kind HS, Condition A. Adjust glass thickness and/or purlin spacing to suit, considering wind loads and dead loads as calculated and limiting deflections to L/200 or the flexure limit of the glass, with full recovery of glazing materials, whichever is less.. Tempered glass to CAN/CGSB-12.1-M90, "Glass, Safety, Tempered or Laminated". Laminating film: SentryGlass UV.
  - .2 Sidewall and gable end glass for all greenhouse compartments. Fully tempered double insulated glass units, 4 mm minimum thickness (both lites), or as required to meet loading conditions. Fully tempered clear float glass to comply with ASTM C1048, Kind FT, Condition A, Type 1, Class 1, Quality q6, 25 mm overall thickness, 4mm on 4mm, or thicker, as required to meet loading conditions. Laminating film: SentryGlass UV. Units to CAN/CGSB-12.8-M97, "Insulating Glass Units".
  - .3 Interior sidewall, partition wall and door glass: Fully tempered single float glass, 4mm minimum thickness, or thicker, as required to meet loading conditions. Fully tempered clear float glass to comply with ASTM C1048-12, Kind FT, Condition A, Type I, Class 1, Quality q6. Tempered glass to CAN/CGSB-12.1-M90, "Glass, Safety, Tempered or Laminated".
    - .1 Outer glass seal: gunned butyl and shimmed butyl tape wet seal or UV stable EPDM or neoprene gasket.
    - .2 Inner glass seal: UV stable EPDM or neoprene gasket.
- .6 Flashing and Sealing
  - .1 Glazing System Sealants: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C920-11 requirements, including those referenced for Type, Grade, Class, and Uses. One part polyurethane sealant: Type S, Grade NS, Class 25, Uses NT, G, A, and, as applicable to joint substrates indicated O.
  - .2 Preformed Butyl-Polyisobutylene Glazing Tape: Provide manufacturer's standard solvent-free butyl-polyisobutylene formulation with solids content of 100%; complying with AAMA 800-10; in extruded tape form; non-staining and

- non- migrating in contact with porous surfaces; packaged in rolls with a release paper on one side; with continuous integral rubber shim spacers.
- .1 Flashing and building junction Sealants: silicones sealants to be applied strictly in accordance with manufacturers' recommendations, to be used where noted and where required to control water and air infiltration.
  - .7 Terminations and Junctions: Provide closure members at vent headers, vent bottom rails and vent ends, designed to connect with adjacent members and to provide weatherproof terminations and junctures. Corner junctions shall be mitered and rounded where possible.
  - .8 Insect Screens
    - .1 Ridge vents and sidewall vents: Provide new replacement accordion type insect screen material which automatically deploys on vent opening and retracts on vent closing.
    - .2 Replacement screens to be factory made.
    - .3 Screen materials: UV resistant insect screen suitable for use in accordion screen applications in glass greenhouses.
    - .4 Provide and install effective retention devices to ensure screens stay in vent aperture without pinching or jamming.
    - .5 Provide and install effective seals at the entire perimeter of each accordion screen, ensuring that any cracks or gaps are no larger than the screen mesh opening size.
    - .6 Accordion screens to be manufactured to the exact size required.
    - .7 Neoprene rubber push-in gaskets are to be sewn into the perimeter of the accordion screens, on the awning vent (moving) side, as well as on the vent header and end bar (fixed) side.
    - .8 Accordion screens are to be manufactured from woven cloth having a uniform opening size of 0.15mm x 0.35mm (150µm x 350µm). Maximum tolerance on this opening size to be 2% of each dimension, in the direction of that dimension.

### **Part 3 EXECUTION**

#### **3.1 PREPARATION**

- .1 Examine areas and conditions where replacement accordion screens are to be installed.
- .2 Notify engineer in writing of conditions detrimental to proper and timely installation of work.
- .3 Prepare a schedule of work, indicating work to proceed from compartment to compartment, starting and completing one compartment before moving on to the next compartment. AAFC requires maximum 12 hours downtime between the contractor's completion of one compartment and AAFC's turnover of the next compartment, to allow AAFC time to relocate plants in out of work swing space. This 12 hour period will occur afterhours if necessary to accommodate contractor's schedule, but will commence at 4pm at the latest.
- .4 Give at least one week notice to AAFC indicating when access to a compartment will be required.

- .5 Submit samples, shop drawings and full size mockup for review prior to proceeding with any work.
- .6 Glazing (if necessary as a result of damage during course of this work): install glazing in accordance with the recommendations of the Flat Glass Marketing Association (FGMA) "Glazing Manual" and "Sealant Manual".

### 3.2 INSTALLATION OF EQUIPMENT

- .1 General
  - .1 Install closures, trim, flashings and all other aluminum items and accessories as required for complete, weathertight, operable ventilation apertures.
  - .2 Aluminum
    - .1 Isolation: Follow requirements of CAN3-S157-M83, 1.12, "Protection against Corrosion", where aluminum is in contact with dissimilar materials. Assume this is a wet location.
  - .3 Fasteners
    - .1 Install fasteners so as not to compromise the continuity of the insect screening and the seals on all sides.
  - .4 Flashing and Sealing
    - .1 Install flashings, and other accessories as required to obtain a durable insect excluding and weathertight seal between the greenhouse vents and the roof and sidewall cladding.
    - .2 Allow for differential movements of the vents and the roof and sidewall cladding.
    - .3 Sealant shall be certified to be compatible with adjacent materials by sealant manufacturer, and applied in accordance with the manufacturer's recommendations.
    - .4 Terminations and Junctions: Provide closure members vent bottom rails and vent end bars, designed to connect with adjacent members and to provide weatherproof terminations and junctures. Corner junctions shall be mitered and rounded where possible.
  - .5 Insect screens
    - .1 Install replacement insect screens in the openings as called for in the specifications, or shown on drawings and as per manufacturer's recommendations. No field splicing, patching or other modifications will be allowed.
    - .2 Each existing opening is to be measured and screens to be manufactured to the correct dimensions.
    - .3 Screens to be installed using mechanical clamping on all three sides, top and bottom, including in the region of the vent hinges.
    - .4 Caulking sealants to be used for seams and junctions of no more than 1mm width.
    - .5 Undersized or oversized screens will be rejected. The tolerance to be applied is 6mm undersize, 0mm oversize.
    - .6 For seams and junctions over 1mm in width but less than 6mm, mechanical flashing is required, in addition to sealant, to meet the performance requirement of the spec section above.

- .7 In the region of the vent hinge and the vent top rail at the greenhouse ridge, special attention is required to achieve an installation with no gaps from fully closed to fully open vent position.
- .8 In the region of the vent hanger and the vent top rail at the greenhouse side vents, special attention is required to achieve an installation with no gaps from fully closed to fully open vent position.
- .9 Detailed drawings are to be submitted, showing the exact geometry of the hinge points, the attachment and fastening methods, and the performance through the whole range of vent positioning.
- .10 Screens to be installed using mechanical clamping on all three sides, top and bottom, including in the region of the vent hinges.

### **3.3 Startup and Hand Over**

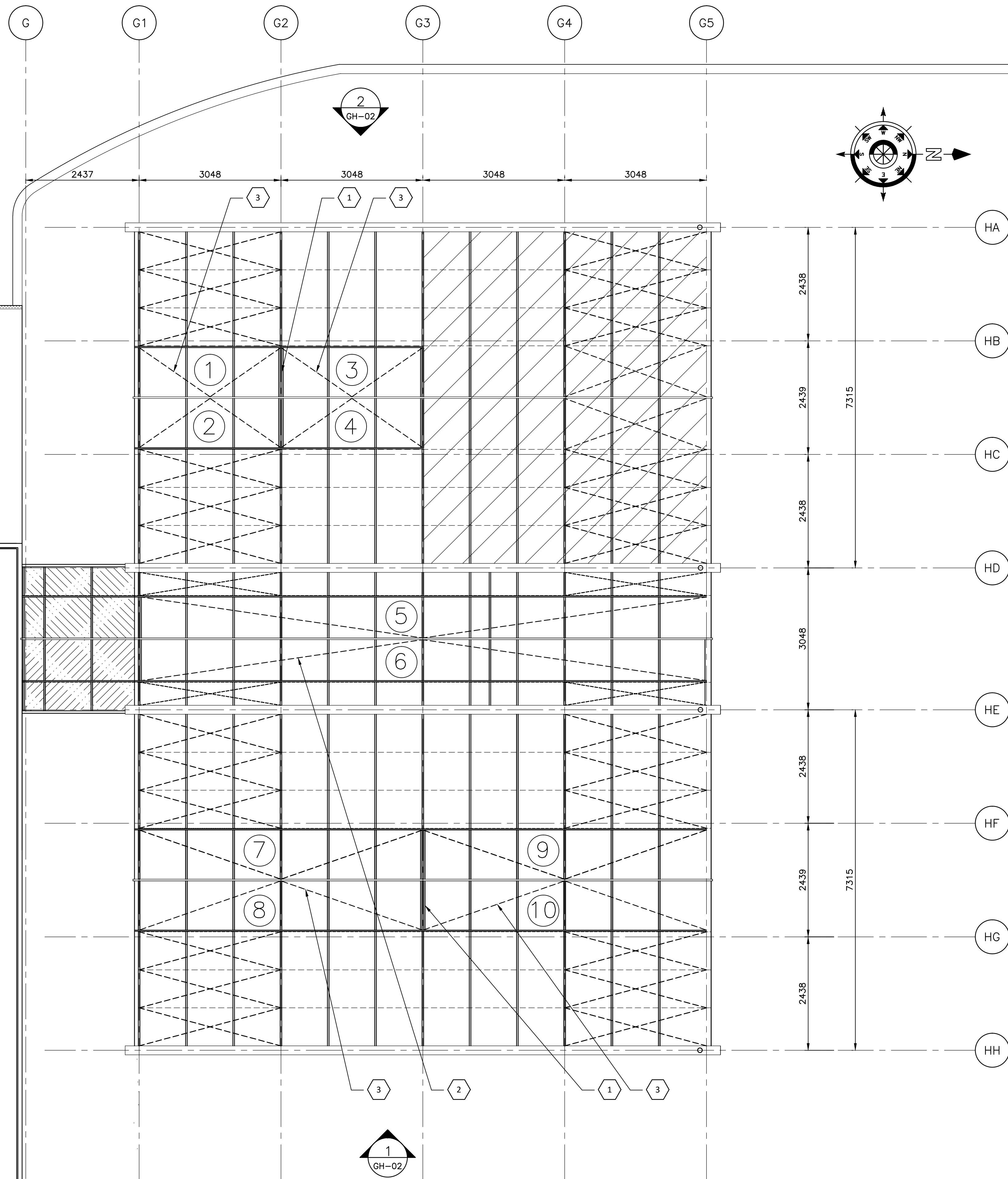
- .1 For each compartment, upon completion and prior to moving on to next compartment, Contractor will schedule time prior to the end of the work shift to review with AAFC representative the completed works and demonstrate good operation of the newly installed vent system.
- .2 Prior to this review and demonstration, contractor will:
  - .1 Adjust vents for tight closure.
  - .2 Adjust vent limit switches.
  - .3 Adjust and mesh vent potentiometers.
- .3 Provide user instruction and instruction for maintenance personnel in inspection and maintenance of replacement insect screens, with the view of maintaining the insect exclusion performance and of identifying problems with this performance.

### **3.4 CLEANING**

- .1 General: after work is complete, clean aluminum surfaces removing dirt, glazing compounds and other substances from exposed surfaces.
- .2 All surfaces, including glass, shall be handed over in a clean condition, with all foreign materials, labels, stickers, contaminants marks or scuffs removed. Glazing labels shall be removed from glass surfaces.

END OF SECTION



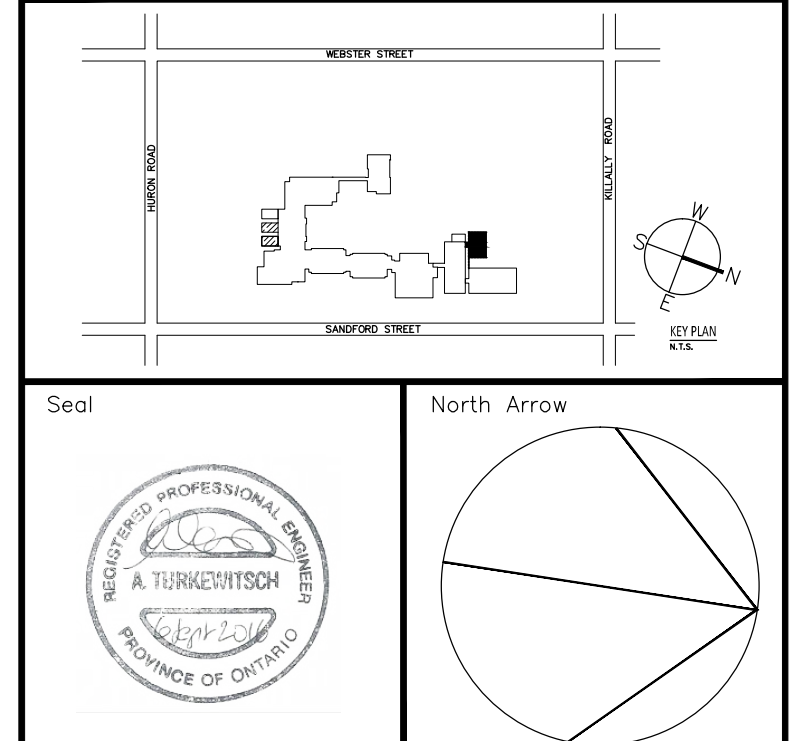


**KEYED NOTES:**

- 1- VENT JUNCTION
- 2- 750mm ROOF VENT (TYP. FOR CORRIDOR)
- 3- 1200mm ROOF VENT (TYP. FOR ALL COMPARTMENTS, EXCEPT FOR ZONE 5E)

**PROJECT NOTES:**

- 1- THE PROJECT SCOPE OF WORK IS FOR THE REPLACEMENT OF ALL THE EXISTING ROOF AND SIDEWALL VENT SCREEN FOR THE TOTAL OF 14 VENTS (2 CORRIDOR ROOF VENTS-750mm, 8 COMPARTMENTS ROOF VENTS-1200mm AND 4 COMPARTMENT SIDEWALL VENTS-915mm).
- 2- CAREFULLY REMOVE ALL THE EXISTING SCREENS AND REMOVE ALL THE EXTRUSIONS THAT ARE NOT COMPATIBLE WITH THE NEW SCREENS TO BE INSTALLED.
- 3- REMOVE THE END GLASS PIECES OF EACH VENT AS REQUIRED TO ALLOW THE INSTALLATION OF THE NEW PHYSICAL CLAMPING DEVICES.
- 4- ALL THE NEW SCREENS ARE REQUIRED TO BE ACCORDION TYPE.
- 5- INSTALL PHYSICAL CLAMPING DEVICES AT SCREEN ENDS, REINSTALL THE GLASS REMOVED AND APPLY PUTTY AS REQUIRED AS PER THE ORIGINAL VENT'S CONDITIONS.
- 6- REPLACE ANY ITEM THAT HAS BEEN DAMAGED DURING THE SCREEN REPLACEMENT, TO MATCH THE ORIGINAL CONDITIONS.
- 7- ADJUST VENT RACK & OPENING MECHANISM AS REQUIRED TO SUIT THE INSTALLATION OF THE NEW SCREENS



**ghe Greenhouse Engineering**  
 86 Glenview Avenue, Toronto, Ontario M4R 1P8, Canada  
 Tel: (416) 489 3816 Fax: (416) 481 3883

revision	description	date

Do not scale drawings. Verify all dimensions and conditions on site and immediately notify the Departmental Representative of all discrepancies.

A	Detail No. No. du détail
B	drawing no. - where detail required dessin no. - où détail exigé
C	drawing no. - where detailed dessin no. - où détaillé

project title / titre du projet: **LONDON** Ontario  
 Agriculture and Agri-Food Canada  
 1391 Sandford Street  
**PESTICIDE-FREE GREENHOUSE SCREENS REPLACEMENT**

drawing title / titre du dessin: **GREENHOUSE ROOF PLAN**

drawn by / dessiné par: **AE**

designed by / conçu par: **AT**

approved by / approuvé par: **AAFC**

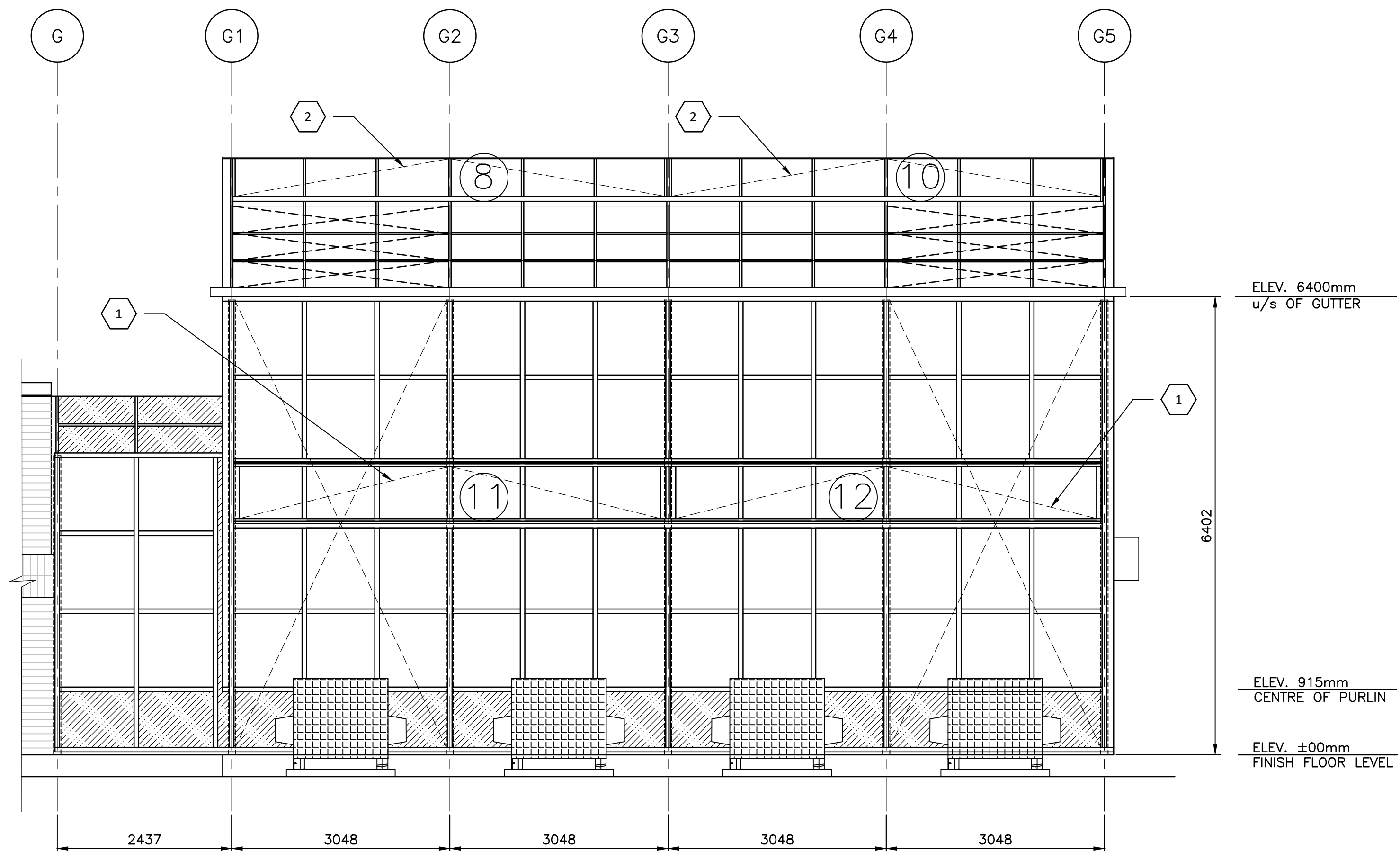
sender / soumission: **Richard Cottingham** project manager / administrateur de projets

project date / date du projet: **2016/09/06**

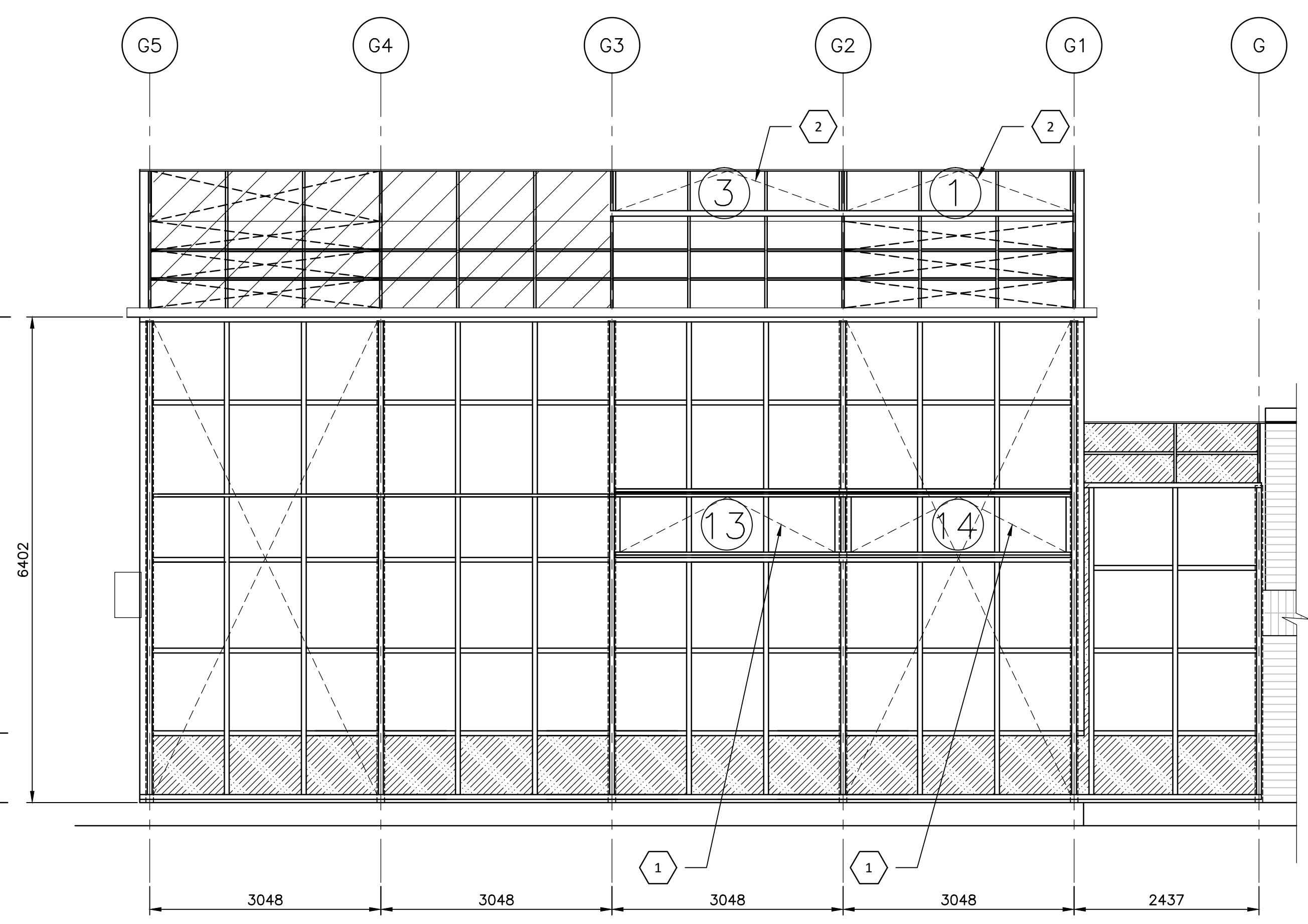
project no. / no. du projet: **01B46 2015 0215 02**

drawing no. / dessiné no.: **GH-01**

**GREENHOUSE ROOF PLAN**  
 SCALE: 1:50  
 1 GH-01



EAST ELEVATION  
SCALE: 1:50  
1 GH-02



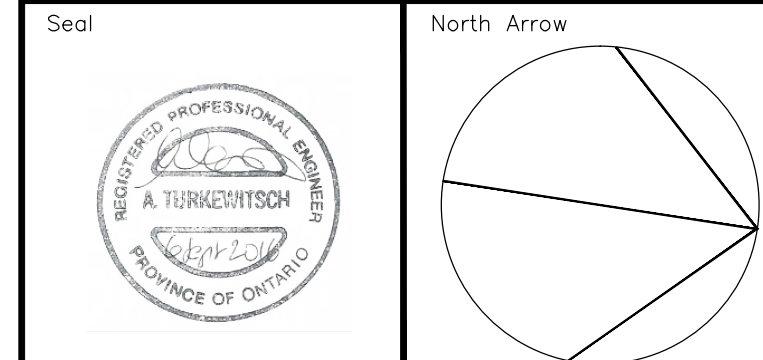
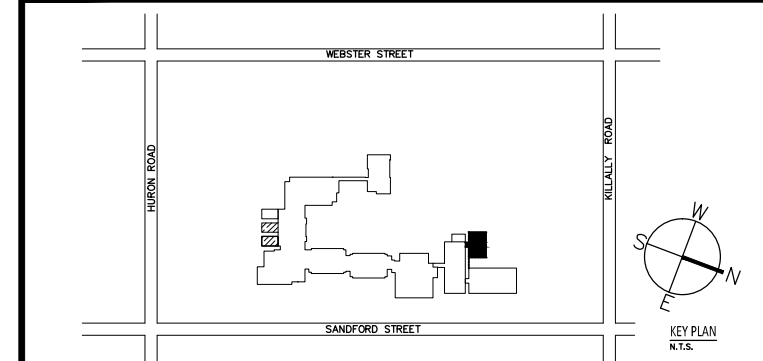
WEST ELEVATION  
SCALE: 1:50  
2 GH-02

**KEYED NOTES:**

- 1- 915MM SIDEWALL VENT, FOR ALL COMPARTMENTS, EXCEPT FOR ZONE 5E
- 2- 1200MM ROOF VENT (TYP. FOR ALL COMPARTMENTS, EXCEPT IN ZONE 5E)

**PROJECT NOTES:**

- 1- THE PROJECT SCOPE OF WORK IS FOR THE REPLACEMENT OF ALL THE EXISTING ROOF AND SIDEWALL VENT SCREEN FOR THE TOTAL OF 14 VENTS (2 CORRIDOR ROOF VENTS-750mm, 8 COMPARTMENTS ROOF VENTS-1200mm AND 4 COMPARTMENT SIDEWALL VENTS-915mm).
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C	drawing no. - where detailed
C	dessin no. - où détaillé

project title / titre du projet  
**LONDON** Ontario  
Agriculture and Agri-Food Canada  
1391 Sandford Street  
**PESTICIDE-FREE GREENHOUSE  
SCREENS REPLACEMENT**

drawing title / titre du dessin  
**GREENHOUSE  
SIDEWALL ELEVATIONS**

drawn by / dessiné par: AE

designed by / conçu par: AT

approved by / approuvé par: AAFC

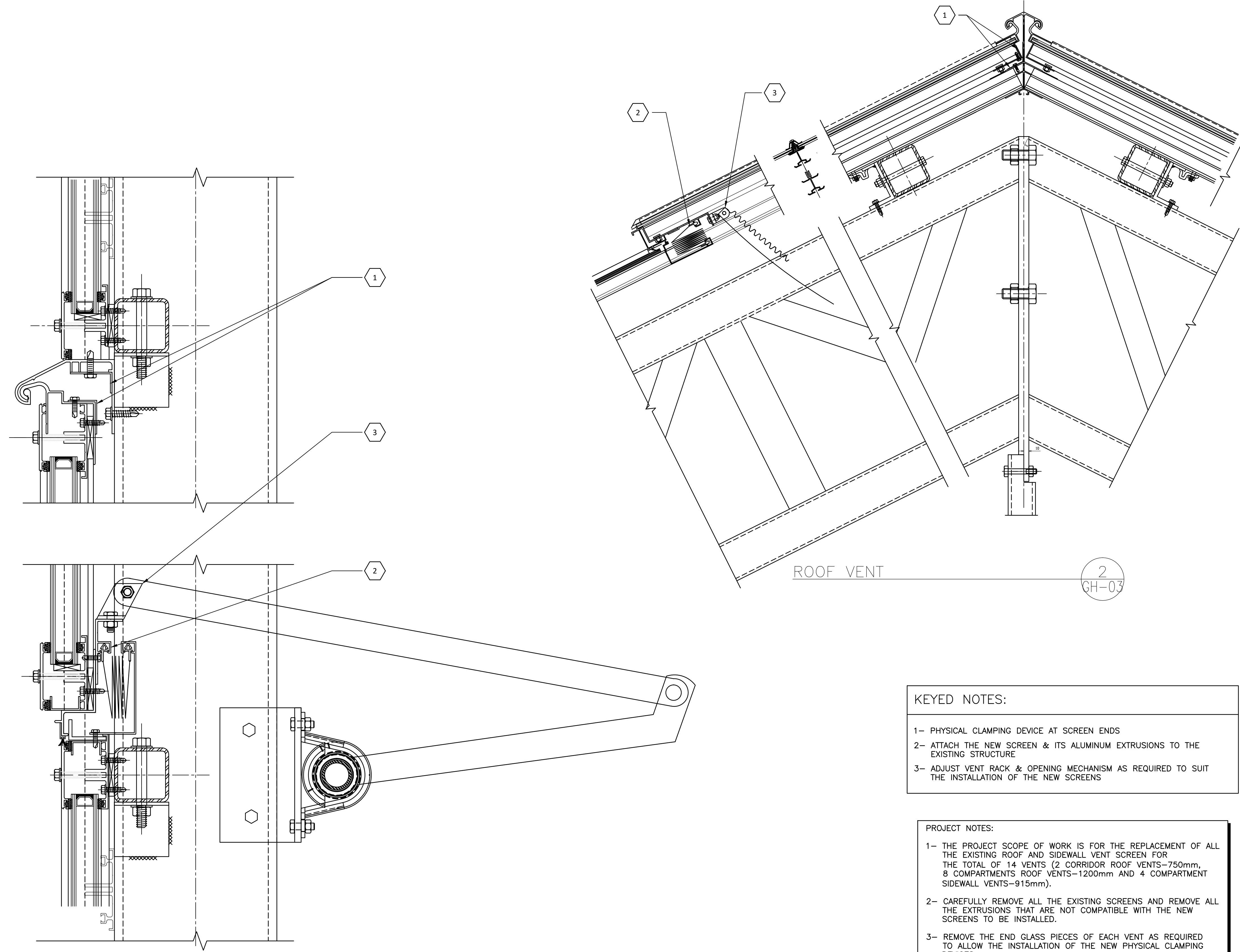
tender / soumission: Richard Cottingham  
project manager / administrateur de projets

project date / date du projet: 2016/09/06

project no. / no. du projet: 01B46 2015 0215 02

drawing no. / dessiné no.: GH-02





ROOF VENT 2  
GH-03

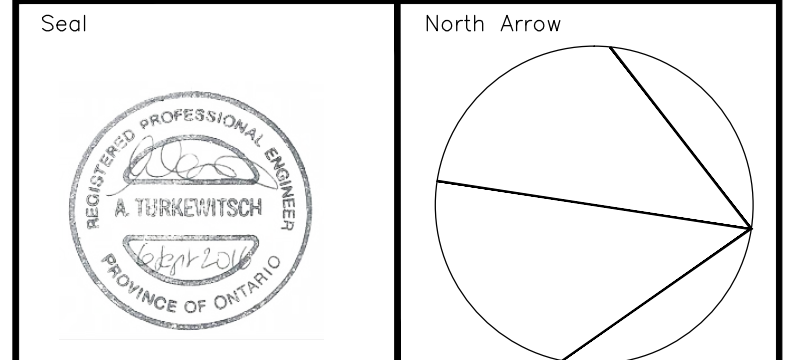
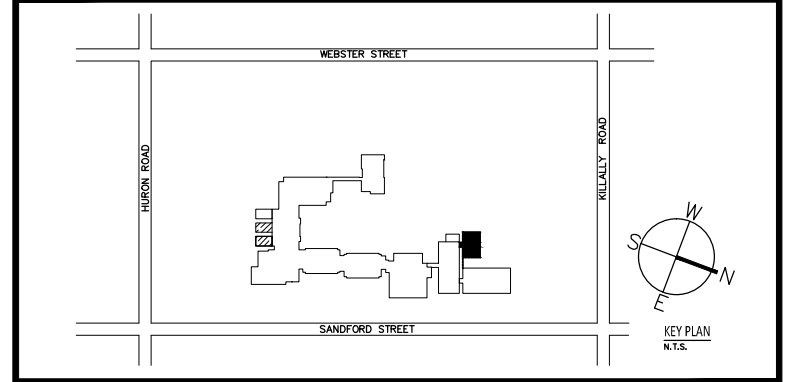
SIDEWALL VENT 1  
GH-03  
SCALE/ÉCHELLE: 1:2  
0mm 50mm 100mm 150mm 200mm 250mm

**KEYED NOTES:**

- 1- PHYSICAL CLAMPING DEVICE AT SCREEN ENDS
- 2- ATTACH THE NEW SCREEN & ITS ALUMINUM EXTRUSIONS TO THE EXISTING STRUCTURE
- 3- ADJUST VENT RACK & OPENING MECHANISM AS REQUIRED TO SUIT THE INSTALLATION OF THE NEW SCREENS

**PROJECT NOTES:**

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project title / titre du projet  
**LONDON** Ontario  
 Agriculture and Agri-Food Canada  
 1391 Sandford Street  
**PESTICIDE-FREE GREENHOUSE  
 SCREENS REPLACEMENT**

drawing title / titre du dessin  
**SCREEN DETAILS**

drawn by / dessiné par  
 AE

designed by / conçu par  
 AT

approved by / approuvé par  
 AAFC

tender / soumission  
 Richard Cottingham

project manager / administrateur de projets  
 Richard Cottingham

project date / date du projet  
 2016/09/06

project no. / no. du projet  
 01B46 2015 0215 02

drawing no. / dessin no.  
**GH-03**



## Annexes "F"

### CONDITIONS D'ASSURANCE



## CONDITIONS D'ASSURANCE

### CA1 GÉNÉRALITÉS

- CA1.1 Indemnisation des accidentés du travail
- CA1.2 Indemnité
- CA1.3 Preuve d'assurance
- CA1.4 Assuré
- CA1.5 Paiement de franchise

### CA2 ASSURANCE DE LA RESPONSABILITÉ CIVILE DES ENTREPRISES

- CA2.1 Portée de l'assurance
- CA2.2 Période d'assurance

### CA3 ASSURANCE AUTOMOBILE

- CA3.1 Portée de l'assurance

### CA4 ASSURANCE DES RISQUES DES ENTREPRENEURS DE CONSTRUCTION ET ASSURANCE FLOTTANTE D'INSTALLATION

- CA4.1 Portée de l'assurance
- CA4.2 Montant d'assurance
- CA4.3 Période d'assurance
- CA4.4 Produit de l'assurance

### CA1 GÉNÉRALITÉS

#### CA1.1 Indemnisation des accidentés du travail

- 1) L'entrepreneur accepte d'obtenir une indemnisation des accidentés du travail et d'y souscrire en conformité avec la prescription de la loi de la province ou du territoire où le travail a été accompli.

#### CA1.2 Indemnité

- 1) La garantie d'assurance requise par les dispositions des présentes conditions d'assurance ne doit d'aucune façon limiter la responsabilité de l'entrepreneur en vertu de la clause d'indemnité des conditions générales du contrat. L'entrepreneur est libre, à condition d'en assumer le coût, d'ajouter toute garantie complémentaire qu'il juge nécessaire pour remplir ses obligations conformément à la clause susmentionnée.

#### CA1.3 Preuve d'assurance

- 1) Avant le début des travaux, et dans un délai de trente (30) jours après l'acceptation de sa soumission, l'entrepreneur doit remettre au Canada une ATTESTATION D'ASSURANCE (formulaire AAFC/AAC5314) disponible sur demande.
- 2) À la demande du Canada, l'entrepreneur doit fournir les originaux ou les copies certifiées de tous les contrats d'assurance auxquels l'entrepreneur a souscrit conformément aux exigences des garanties d'assurance décrites aux présentes.

#### CA1.4 Assuré

- 1) Le contrat d'assurance doit assurer l'entrepreneur et doit inclure à titre d'assuré additionnel, Sa Majesté la Reine du chef du Canada représentée par le ministre d'Agriculture et Agroalimentaire

## **CONDITIONS D'ASSURANCE (suite)**

Canada, à l'égard de la responsabilité découlant des activités de l'entrepreneur ayant trait aux travaux.

### **CA1.5 Paiement de franchise**

- 1) L'entrepreneur doit assumer le paiement de toutes sommes d'argent en règlement d'un sinistre, jusqu'à concurrence de la franchise.

## **CA2 ASSURANCE DE LA RESPONSABILITÉ CIVILE DES ENTREPRISES**

### **CA2.1 Portée de l'assurance**

- 1) La garantie d'assurance fournie ne doit pas être inférieure à la garantie fournie par le formulaire BAC 2100 avec toutes ses modifications successives et doit avoir :
  - (a) un « Plafond par sinistre » d'au moins 5,000,000.00 \$ ;
  - (b) un « Plafond pour risque produits / après travaux » d'au moins 5,000,000.00 \$; et
  - (c) un « Plafond global général » d'au moins 10,000,000.00 \$ par année d'assurance, si le contrat d'assurance est assujéti à une telle limite.
- 2) Le contrat d'assurance doit inclure ou avoir un avenant pour l'inclusion d'une garantie pour les risques et dangers suivants si les travaux y sont assujéti :
  - (a) Dynamitage.
  - (b) Battage de pieux et travaux de caisson.
  - (c) Reprise en sous-œuvre.
  - (d) Enlèvement ou affaiblissement d'un support soutenant des bâtiments ou terrains, peu importe si ce support est naturel, si le travail est exécuté par l'entrepreneur assuré.
  - (e) Amiante.
  - (f) Police automobile des non-proprétaires.

### **CA2.2 Période d'assurance**

- 1) À moins d'avis contraire par écrit du Canada ou d'indication contraire ailleurs dans les présentes, le contrat d'assurance exigé dans les présentes doit prendre effet le jour de l'attribution du contrat et demeurer en vigueur jusqu'au jour de délivrance du Certificat d'achèvement, mis à part le fait que la garantie pour les travaux complétés doit, quoi qu'il en soit, être maintenue pour un délai minimum de six (6) ans suivant la date du CERTIFICAT D'ACHÈVEMENT SUBSTANTIEL.

## **CA3 ASSURANCE AUTOMOBILE**

### **CA3.1 Portée de l'assurance**

- 1) L'entrepreneur doit avoir une assurance responsabilité civile automobile visant les véhicules immatriculés d'au moins 1 million de dollars par sinistre couvrant les lésions corporelles, le décès et les dommages matériels.

## **CONDITIONS D'ASSURANCE (suite)**

### **CA4 ASSURANCE DES RISQUES DES ENTREPRENEURS DE CONSTRUCTION ET ASSURANCE FLOTTANTE D'INSTALLATION**

#### **CA4.1 Portée de l'assurance**

- 1) La garantie d'assurance fournie par un contrat d'assurance des risques des entrepreneurs de construction ou un contrat d'assurance flottante d'installation ne doit pas être inférieure à la garantie fournie par les formulaires BAC 4042 et BAC 4047, avec toutes leurs modifications apportées de temps à autre.
- 2) Le contrat d'assurance doit permettre la mise en service et l'occupation du projet, en totalité ou en partie, pour les fins auxquelles le projet est destiné à son achèvement.
- 3) Le contrat d'assurance peut exclure ou avoir un avenant pour l'exclusion d'une garantie pour les pertes ou dommages occasionnés par n'importe lequel des risques suivants :
  - (a) Amiante.
  - (b) Champignons et spores.
  - (c) Cyber.
  - (d) Terrorisme.

#### **CA4.2 Montant d'assurance**

- 1) Le montant de l'assurance doit égaliser au moins la somme de la valeur du contrat plus la valeur déclarée (s'il y a lieu) dans les documents contractuels de tout le matériel et équipement fourni par le Canada sur le chantier pour être incorporé aux travaux achevés et en faire partie. Si la valeur des travaux est modifiée, le contrat d'assurance doit être modifié pour refléter la valeur révisée du contrat.

#### **CA4.3 Période d'assurance**

- 1) À moins d'avis contraire par écrit du Canada ou d'indication contraire ailleurs dans les présentes, le contrat d'assurance exigé dans les présentes doit prendre effet avant le début des travaux et demeurer en vigueur jusqu'au jour de délivrance du CERTIFICAT D'ACHÈVEMENT SUBSTANTIEL.

#### **CA4.4 Produit de l'assurance**

- 1) Le contrat d'assurance doit stipuler que le produit de l'assurance correspondant doit être payé à Sa Majesté la Reine du chef du Canada ou selon les directives du Canada conformément à GC 10.2 Produit de l'assurance.
- 2) L'entrepreneur doit faire sans délai toutes choses et exécuter tous documents requis pour le paiement du produit de l'assurance.



## Annexes "G"

### FORMULAIRE A - SOUS-TRAITANCE





**FORM A –SUBCONTRACTING / SOUS-TRAITANCE**

If there is to be no subcontracting, proposer must confirm it on this form and sign.

Si aucun sous-traitant ne sera utilisé, l'offrant doit le confirmer sur ce formulaire et le signer.

**Contractor's list of subcontractors**

It is my/our intention to employ the following subcontractors whom I/we believe, following investigation, to be reliable and competent for the performance of the portion of services being subcontracted. All other services will be performed by me/us.

**Liste des sous-traitants de L'entrepreneur**

J'ai (nous avons) l'intention de faire appel aux sous-traitants suivants qui, je crois (nous croyons), après avoir effectué une enquête, sont dignes de confiance et compétents pour l'exécution des travaux sous-traités. Je (nous) assurerai tous les autres services.

Nom de l'entreprise / Name of company	Services donnés en sous-traitance/ Services to be subcontracted	Nombre d'années en association avec ce sous-traitant/Number of years that you are associated with that subcontractor	Nombre d'années d'expérience du sous-traitant dans ce domaine/Years of experience of subcontractor in the field	Portion du contrat (%) / Portion of the contract (%)

Je m'engage (nous nous engageons) à ne pas confier d'autres services en sous-traitance à des personnes ou à des sociétés, à moins d'obtenir l'autorisation écrite du ministre de l'Agriculture

It is agreed that I (we) shall not subcontract with any other individual or organization or for any other work, without the consent of the Minister of Agriculture

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date