

Part 1 General

1.1 INTERPRETATION

- .1 Terms, expressions and abbreviations with a known technical or professional meaning must be interpreted as such in the Specifications and Drawings.
- .2 With respect to dimensions, priority must be given to data expressed as values rather than to drawings or representations by means of a module, lines, arrows or otherwise.
- .3 Priority is given to larger-scale plans or drawings. As well, the Specifications and applicable drawings shall always be the most recent available.
- .4 Where numerical dimensions shown on drawings do not match, refer to the Departmental Representative for applicable dimensions. No scale measurement shall be considered for interpretation purposes.
- .5 Any discrepancies between the Specifications and Drawings must be submitted in writing to the Departmental Representative, so the latter can render a final decision, also in writing, in this regard.
- .6 The Specifications and Drawings are complementary, such that what is required by the one is also required by the other. The structure to be built, in accordance with the Specifications and Drawings, must constitute a complete work in its essential parts, i.e. it must notably include all articles normally arising from the instructions in the Specifications and Drawings, even if each of these articles is not specifically mentioned. The Contractor may not take advantage of any apparently involuntary error or omission of which it may become aware.
- .7 Where the quality of the work or materials is not clearly indicated, the construction trade concerned must provide the best quality available.
- .8 The Departmental Representative may, for clarification purposes only, provide the Contractor with additional drawings to ensure proper execution of the Work. These drawings shall carry the same meaning and scope as if they were contained in the plans listed in the Contract documents.

1.2 SUMMARY OF WORK

The work required shall be performed at the site of the Maurice-Lamontagne Institute (MLI), a marine research centre in Sainte-Flavie. The work consist of the reorganization of the floors 5 and 6 of the bloc A.

- .1 The Work of the Contract includes, but is not limited to, the following:
 - Reorganize the locals A-520, A-507, A-516, A-510 and A-509
 - Renovate the surfaces of the floors of the locals A-506 and A-542

- Relocate the equipments of the local A-507 to the locals A-545-A and A-545-B
- Modify the electrical, mechanical and structural systems according to the indications on the plans
- Convert the local A-545 in an infirmary
- Reorganize the floor 6 of the bloc A according to the indications on the plans and
- Perform all other work and other related disciplines

1.3 PROTECTION OF EXISTING STRUCTURES

- .1 The Contractor shall pay close attention to existing structures and access conveniences in order to avoid damaging them, including the elevator.
- .2 The Contractor shall be exclusively responsible for any damage to existing infrastructures and shall restore them as required by the Departmental Representative to most recent standards in force. All costs incurred from hiring experts and restoring any damaged element, if applicable, shall be borne by the Contractor.

1.4 CONTRACTOR USE OF PREMISES

- .1 Restrict the use of premises to the areas determined by the Departmental Representative for execution of the Work and for storage. More specifically, the Contractor shall commission its equipment and occupy storage areas in locations as identified by the Departmental Representative.
- .2 The Contractor shall include in its tender all costs inherent to the transportation of materials, equipment and workers.
- .3 Do not unduly accumulate materials, equipment or stored or stockpiled material in order to save space on the premises. Move items that hinder the work of the Departmental Representative or that of another trade.
- .4 Throughout the entire duration of the contract, do not use the premises for lodging or as a temporary residence for Contractor's employees. After obtaining the required authorisations, pay all occupancy expenses for storage areas and extra working areas necessary to carry out the Work.

1.5 OCCUPANCY BY THE DEPARTMENT

- .1 The occupant shall continue normal operations on the premises during the entire construction period.
- .2 Co-operate with the Departmental Representative in scheduling operations to minimize conflict and to facilitate the Departmental Representative usage.
- .3 Departmental Representative must provide for the dismantling of existing equipment and furniture that will not be kept on the premises. Contractor shall coordinate with the Departmental Representative the availability of space before starting any work.
- .4 Maintenance operations shall proceed as usual.
- .5 Access roads shall remain accessible at all time.

1.6 MATERIALS AND EQUIPMENT REMOVED

- .1 Unless otherwise indicated, materials and equipment to be removed from the site become the property of the Contractor and shall be removed without delay as required by applicable regulations.

1.7 PRICE DEFINITION

- .1 The Contract is subject to a fixed, lump sum price, meaning that the Contractor undertakes to complete the Work for that price, whether profitable or at loss. The price of any work item shall therefore compensate for all of the work, disbursements, expenses, payments, direct and indirect costs, profit, as well as all responsibilities, obligations, acts, omissions and/or errors chargeable to the Contractor for this structure.
- .2 It follows therefore that for this same inclusive price, the Contractor shall supply the materials, labour, tools, equipment and accessories that are necessary to perform the work.
- .3 The lump sum price also includes the transportation and placement of materials, as well as all costs for overhead, administration, insurance, premiums, interest, rentals, taxes and other incidental expenses.
- .4 It shall include the loss and damage incurred due to the nature of the work, price and wage fluctuations, business risks, strikes, delays not imputable to the Department, accidents, acts by forces of nature and any other unforeseeable circumstances.

1.8 COST BREAKDOWN

- .1 At the Departmental Representative's request, the successful Contractor shall prepare and submit a detailed breakdown of costs for each item in the price schedule, as directed by the Departmental Representative. Once approved by the Departmental Representative, the breakdown of costs shall serve as the calculation basis for progress payments.

1.9 DOCUMENTS REQUIRED

- .1 Maintain at job site, one copy each document as follows:
 - .1 Contract drawings
 - .2 Specifications
 - .3 Addenda
 - .4 Reviewed shop drawings
 - .5 List of outstanding shop drawings
 - .6 Change orders

- .7 Other contract amendments
- .8 Field test reports
- .9 Copy of approved work schedule
- .10 Health and safety plan and other safety-related documents
- .11 Environmental intervention plan
- .12 Other documents as specified

1.10 SITE VISIT

- .1 Before submitting its tender, it is strongly recommended that the constructor become familiar with project conditions and seek all information necessary to properly perform the work of the contract and to closely examine the work premises. Ignorance of the specific site conditions shall in no circumstance be sufficient reason to apply for extracompensation.

1.11 WORK SCHEDULE

- .1 The Contractor shall proceed as expeditiously as possible and begin preparation upon reception of notice of acceptance of offer.
- .2 The successful Contractor shall provide, within ten (10) business days, a work schedule indicating the different work stages and expected completion date.
- .3 Subject to the work schedule and in a form deemed acceptable by the Departmental Representative, provide within ten (10) business days of acceptance offer the dates at which shop drawings, lists of materials and samples shall be submitted.
- .4 Review of work in progress according to the work schedule provided may be undertaken by the Departmental Representative at any time. The schedule shall be updated each week in collaboration with and with the approval of the Departmental Representative.

1.12 CODES AND STANDARDS

- .1 All work shall comply with the requirements set forth in the contract documents and applicable requirements in the most recent edition of the following documents: Canadian General Standards Board (CGSB), Canadian Standards Association (CSA), National Building Code of Canada (NBC), American Society for Testing and Materials (ASTM), Bureau de normalisation du Quebec (BNQ), Cahier des charges et devis generaux (CCDG), as well as all other standards and codes referred to herein.

1.13 FIELD QUALITY CONTROL

- .1 The work shall be performed by qualified registered workers or by apprentices, subject to the provisions of the territorial law pertaining to the professional training and qualifications of manpower.

1.14 TESTING LABORATORY SERVICES

- .1 Unless otherwise indicated, the Departmental Representative shall appoint and pay the testing laboratory that will perform inspections and testing.

- .6 Provide safe work areas as well as assistance, materials, services and coordination as required for inspections and testing by the organisation in charge and in compliance with the authorisations provided by the Departmental Representative.
- .7 Where testing or inspection results show that the work does not comply with the specifications, the Contractor shall pay the cost of initial testing and of additional testing as required to ascertain that the corrective measures are acceptable.

1.15 INSPECTION AND TESTING

- .1 Unless otherwise indicated, the testing of materials, equipment and apparatus prescribed in the different sections of the Specifications are under the Contractor's responsibility.
- .2 Provide the instruments, the materials and the personnel required to carry out the testing.
- .3 When the testing is done, submit two (2) sets of well-substantiated test reports to the Departmental Representative.
- .4 Tests that were not prescribed may be carried out at the request of the Departmental Representative. The cost of such testing shall be borne by the Departmental Representative.
- .5 Where testing or inspections show that the work does not comply with the requirements of the contract, the Contractor shall pay the cost of initial testing and of additional testing required by the Departmental Representative to ascertain that the corrective measures are acceptable.
- .6 Pay costs for uncovering and making good Work that is concealed before required inspection or testing is completed and approved by the Departmental Representative.

1.16 SIGNS

- .1 Provide, in both official languages, recognizable signage for traffic to display information, instruct, direct the use of equipment and ensure general public safety as directed by Departmental Representative, or use graphic symbols approved by the latter.
- .2 No advertisement is authorised on the worksite.

1.17 WORK SITING

- .1 Based on the control lines and levels indicated on the drawings, the Contractor shall establish the reference points or landmarks required for executing the work; the Contractor shall also provide all necessary equipment.
- .2 Take all necessary measures to prevent any displacement of the landmarks during construction.
- .3 Provide the Departmental Representative with all material required to carry out the verifications deemed necessary.
- .4 Prior to commencing work, the Contractor shall verify all field dimensions and inform Departmental Representative of any error or discrepancy.

- .5 Should undetected discrepancies be discovered that are traceable to construction stakeout errors by the Contractor, the latter shall redo all non-compliant work at own cost.

1.18 CLEAN UP

- .1 Clean up work areas as construction progresses. At the end of each work shift and more often where required by the Departmental Representative, remove waste from the worksite, stockpile materials, store equipment to be reused and carry out a general cleanup of the premises.
- .2 Upon completion of work, remove scaffolding, temporary protections and surplus materials and equipment. Repair any damage observed at this stage.
- .3 Clean up the areas involved in the work set forth in this contract such that they are returned to the condition in which they were found at the time the Contract was awarded, and to the Departmental Representative's satisfaction.

1.19 SURPLUS MATERIAL

- .1 The Contractor shall remove from the site and dispose of all waste materials generated by its work to a site approved by the authorities having jurisdiction.
- .2 The Contractor is exclusively responsible for any consequences (damage, claims, etc.) associated with the disposal of waste, as well as any ensuing claim. The owner shall not be liable for the disposal of waste materials.

1.20 ERRORS OR OMISSIONS

- .1 If, during construction, the Contractor finds discrepancies between the drawings and the actual conditions at the site or errors or omissions on the drawings, it shall immediately inform the Departmental Representative in writing, barring which the Contractor proceeds at own risk until the Departmental Representative has issued an authorization.

1.21 WEATHER CONDITIONS

- .1 The Contractor may not claim any additional amount for adverse weather conditions, including work carried out during the winter. The Contractor shall make provisions for weather conditions likely to be encountered during construction and include in its price any amount necessary to cover the overhaul of deficient work due to adverse weather conditions, etc.

END OF SECTION