

## INVITATION TO TENDER

**RETURN BIDS TO:**

**Bid Receiving / Agriculture and Agri-Food Canada**

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

**TENDER TO:**

**Agriculture and Agri-Food Canada**

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

**Comments**  
 Site visit will be held on August 19, 2020 at 10:00AM at the Sherbrooke Research and Development Centre.  
 Before presenting themselves, interested bidders must confirm their presence by email to the contact below or AAFC could forbid the visit.  
 carol.rahal@canada.ca

Title		
Arrangement of sows in group at the Sherbrooke Research and Development Centre		
Solicitation No.		Date
01B46-20-042		2020-08-07
Client Reference No.		
File No.		
01B46-20-042		
Solicitation Closes:		
Friday, August 28, 2020, at 02:00 PM, EDT.		
F.O.B		
<input type="radio"/> Plant <input type="radio"/> Destination <input type="radio"/> Other		
Address Enquiries to:		
Carol Rahal		
Title:		
Senior contract Agent		
Email:		
carol.rahal@canada.ca		
Telephone Number	Ext.	Fax Number
418 928-1059		514 283-1918
Destination		
Sherbrooke Research and Development Centre 2000 College Street Sherbrooke, QC J1M 0C8		

**Instructions: See Herein**

Delivery Required	Delivery Offered	
March 31, 2021		
Vendor / Firm Name and Address		
Telephone Number	Ext.	Fax Number
Name and title of person authorized to sign on behalf of Vendor / Firm (type or print)		
Signature		Date
_____		_____

**ISSUING OFFICE**

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



## TABLE OF CONTENTS

1. Invitation to Tender [AAC 5323](#)
2. Appendix "A" / General Instructions to Bidders [AAC 5313](#)
3. Appendix "B" / Special Instructions to Bidders [AAC 5301](#)
4. Appendix "C" / Bid and Acceptance Form [AAC 5320](#)
5. Appendix "D" / Major Works - General Conditions [AAC 5321](#)
6. Appendix "E" / Performance Specifications & Specifications for deconstruction-dismantling & Plans
7. Appendix "F" / Insurance Terms [AAC 5315](#)
8. Appendix "G" / Contract Documents [AAC 5322](#)
9. Appendix "H" / Contract [AAC 5324](#)
10. Appendix "I" / Guidance for Contractors Working in AAFC Buildings

### Forms

- Bid Bond [AAC 5302](#)
- Certificate of Insurance [AAC 5314](#)
- Labour and Material Payment Bond [AAC 5304](#)
- Performance Bond [AAC 5303](#)
- T4-A Certification



## **Appendix "A"**

### **GENERAL INSTRUCTIONS TO BIDDERS**

## GENERAL INSTRUCTIONS TO BIDDERS

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

### **GI01 COMPLETION OF BID**

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

## **GENERAL INSTRUCTIONS TO BIDDERS (Continued)**

### **GI02 IDENTITY OR LEGAL CAPACITY OF THE BIDDER**

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

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

### **GI03 APPLICABLE TAXES**

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

### **GI04 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES**

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

### **GI05 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT**

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

### **GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

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

### **GI07 BID SECURITY REQUIREMENTS**

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

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

## **GENERAL INSTRUCTIONS TO BIDDERS (Continued)**

### **GI08 SUBMISSION OF BID**

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

### **GI09 REVISION OF BID**

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

### **GI10 REJECTION OF BID**

- 1) Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2) Without limiting the generality of paragraph 1) of GI10, Canada may reject a bid if any of the following circumstances is present:
  - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been



## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

convicted under Section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), 380 ("Fraud committed against Her Majesty") or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) ("False entry, certificate or return"), subsection 80(2) ("Fraud against Her Majesty") or Section 154.01 ("Fraud against Her Majesty") of the *Financial Administration Act*;

- (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
  - (c) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - (d) the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - (e) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
  - (f) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - (g) with respect to current or prior transactions with Canada
    - (i) Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
    - (ii) Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 3) In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(g)(ii) of GI10, Canada may consider, but not be limited to, such matters as:
- (a) the quality of workmanship in performing the Work;
  - (b) the timeliness of completion of the Work;
  - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI10, Canada may reject any bid based on an unfavourable assessment of the:
- (a) adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit or a combination of lump sum and prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that

## **GENERAL INSTRUCTIONS TO BIDDERS (Continued)**

price applies;

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

### **GI11 BID COSTS**

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

### **GI12 COMPLIANCE WITH APPLICABLE LAWS**

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

### **GI13 APPROVAL OF ALTERNATIVE MATERIALS**

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

### **GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

- 1) In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
- (a) if the Bidder, any of its subcontractors, any of their respective employees or former

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;

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

### GI15 INTEGRITY PROVISIONS - BID

- 1) Ineligibility and Suspension Policy (the "Policy"), and all related Directives, are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
- 2) Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3) In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
- 4) Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the *Ineligibility and Suspension Policy*;
  - b. it understands that certain domestic and foreign criminal charges and convictions, and

## GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5) Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
- 6) Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Ineligibility and Suspension Policy - <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Declaration form for procurement - <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

### GI16 CODE OF CONDUCT FOR PROCUREMENT - BID

- 1) The Code of Conduct for Procurement provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.



## **Appendix "B"**

### **SPECIAL INSTRUCTIONS TO BIDDERS**

## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

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

### SI01 BID DOCUMENTS

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

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

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

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

### SI03 NON-MANDATORY SITE VISIT

- 1) There will be a site visit on wednesday, August, 19, 2020 at 10:00  AM  PM EDT.

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

Interested bidders are to meet at:

Sherbrooke Research and Development Centre  
2000 College Street  
Sherbrooke QC

Before presenting themselves, interested bidders must confirm their presence by email to:  
carol.rahal@canada.ca

Please note that there will be a limit of one employee (general contractor) per bidder allowed during the visit, no subcontractors.

However, if necessary only, the subcontractors can make an appointment with the contact indicated above in order to visit the site. There will be a maximum of one visit per contractor.

### **SI04 REVISION OF BID**

- 1) A bid may be revised by letter or facsimile in accordance with GI09 of the GENERAL INSTRUCTIONS TO BIDDERS. The facsimile number for receipt of revisions is 514 283-1918 .

### **SI05 BID RESULTS**

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

### **SI06 INSUFFICIENT FUNDING**

- 1) In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may:
  - (a) cancel the solicitation; or
  - (b) obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
  - (c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

### **SI07 BID VALIDITY PERIOD**

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in Clause 4 of the BID AND ACCEPTANCE Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.

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

- 3) If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either:
  - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - (b) cancel the invitation to bid.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI10 of the GENERAL INSTRUCTIONS TO BIDDERS.

### **SI08 CONSTRUCTION DOCUMENTS**

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

### **SI09 WEB SITES**

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Canadian economic sanctions

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

### **SI10 PERSONNEL SECURITY REQUIREMENTS**

- 1) The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract, must meet the following contract security requirements:
  - Unscreened personnel may be used for the work. Unscreened personnel will require an escort provided by AAFC.





## **Appendix "C"**

### **BID AND ACCEPTANCE FORM**

## BID AND ACCEPTANCE FORM

### CONSTRUCTION CONTRACT - MAJOR WORKS

<b>BA01 IDENTIFICATION</b>					
Description of the Work The Sherbrooke Research and Development Center (CRDS) of Agriculture and Agri-Food Canada (AAC), located at 2000, rue Collège in Sherbrooke, wishes to offer a "turnkey" contract to a general contractor for all of the work. below : - Relocate, install and/or supply all labour and materials necessary to obtain a housing system for sows and gilts, as indicated in the drawings or as described hereafter. - Supply and install feed bins and automatic feeding systems, as indicated in the drawings of the project. Gestating sow stalls shall be equipped with automated double feed dispensers. - The equipment contractor shall supply and install feeding systems with controls as indicated in equipment installation drawings or as described hereafter.					
Solicitation Number			File / Project Number		
01B46-20-042					
<b>BA02 BUSINESS NAME AND ADDRESS OF BIDDER</b>					
Name					
Address					
Unit/Suite/Apt.	Street number	Number suffix	Street name	Street type	Street direction
PO Box or Route Number			Municipality (City, Town, etc.)		Province
Postal code					
Phone number		Fax number		Email address	
<b>BA03 THE OFFER</b>					
1) The Bidder offers to Canada as represented by the Minister of Agriculture and Agri-food Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of: \$ _____ excluding Applicable Taxes (GST/HST/QST). (to be expressed in numbers only)					
<b>BA04 BID VALIDITY PERIOD</b>					
1) The bid shall not be withdrawn for a period of <u>60</u> days following the date of solicitation closing.					
<b>BA05 APPENDICES</b>					
1) The following appendices are included in this Bid and Acceptance Form: <input checked="" type="checkbox"/> Appendix 2					
<b>BA06 ACCEPTANCE AND CONTRACT</b>					
1) Upon acceptance of the Bidder's offer by Canada, a binding Contract shall be formed between Canada and the resulting Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.					
<b>BA07 CONSTRUCTION TIME</b>					
1) The Contractor shall perform and complete the Work <u>on or before</u> <u>2021-03-31</u>					
<b>BA08 BID SECURITY</b>					
1) The Bidder shall enclose bid security with its bid in accordance with GI07 BID SECURITY REQUIREMENTS.  2) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture any or all of the security deposit.					

**BA09 SIGNATURE**

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

**BA10 INTEGRITY PROVISIONS - LIST OF NAMES**

If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.


**BID AND ACCEPTANCE FORM**  
CONSTRUCTION CONTRACT - MAJOR WORKS  
APPENDIX 2

**LIST OF SUBCONTRACTORS**

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

**LIST OF EQUIPMENT**

**LIST OF MATERIALS**



## **Appendix "D"**

### **MAJOR WORKS - GENERAL CONDITIONS**



**MAJOR WORKS – GENERAL CONDITIONS**

Page 1 of 62

**MAJOR WORKS GENERAL CONDITIONS FORM AAFC 5321:**

Revision Date

GC1	GENERAL PROVISIONS	2016-05-01
GC2	ADMINISTRATION OF THE CONTRACT	2016-05-01
GC3	EXECUTION AND CONTROL OF THE WORK	2016-01-01
GC4	PROTECTIVE MEASURES	Original
GC5	TERMS OF PAYMENT	2016-05-01
GC6	DELAYS AND CHANGES IN THE WORK	Original
GC7	DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT	Original
GC8	DISPUTE RESOLUTION	2016-05-01
GC9	CONTRACT SECURITY	2016-05-01
GC10	INSURANCE	<b>Original</b>

**GC1 GENERAL PROVISIONS**

- GC1.1 INTERPRETATION
  - GC1.1.1 Headings and References
  - GC1.1.2 Terminology
  - GC1.1.3 Application of Certain Provisions
  - GC1.1.4 Substantial Performance
  - GC1.1.5 Completion
- GC1.2 CONTRACT DOCUMENTS
  - GC1.2.1 General
  - GC1.2.2 Order of Precedence
  - GC1.2.3 Security and Protection of Documents and Work
- GC1.3 STATUS OF THE CONTRACTOR
- GC1.4 RIGHTS AND REMEDIES
- GC1.5 TIME OF THE ESSENCE
- GC1.6 INDEMNIFICATION BY THE CONTRACTOR
- GC1.7 INDEMNIFICATION BY CANADA
- GC1.8 LAWS, PERMITS AND TAXES
- GC1.9 WORKERS' COMPENSATION
- GC1.10 NATIONAL SECURITY
- GC1.11 UNSUITABLE WORKERS
- GC1.12 PUBLIC CEREMONIES AND SIGNS
- GC1.13 CONFLICT OF INTEREST
- GC1.14 AGREEMENTS AND AMENDMENTS
- GC1.15 SUCCESSION
- GC1.16 ASSIGNMENT
- GC1.17 NO BRIBE
- GC1.18 CERTIFICATION - CONTINGENCY FEES
- GC1.19 INTERNATIONAL SANCTIONS
- GC1.20 INTEGRITY PROVISIONS – CONTRACT
- GC1.21 CODE OF CONDUCT FOR PROCUREMENT - CONTRACT

**GC1.1 (2016-05-01) INTERPRETATION**

**GC1.1.1 Headings and References**

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

**GC1.1.2 Terminology**

In the Contract, unless the context otherwise requires:

“Administrative Agreement”

is a negotiated agreement with the Minister of AAFC as provided for in the Ineligibility and Suspension Policy.

“Affiliate”

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- (i) one controls or has the power to control the other, or
- (ii) a third party has the power to control both.

"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", "Crown", "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;

"Contract Amount"

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

"Contract Security"

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

"Contractor"

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

"Certificate of Completion"

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

"Certificate of Measurement"

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

"Certificate of Substantial Performance"

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

“Control”

means:

- a) direct control, such as where:
  - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;



- (ii) a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - (iii) a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - (iv) the general partner of a limited partnership controls the limited partnership; and
  - (v) a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b) deemed control, such as where:  
a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c) indirect control, such as where:  
a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of:
- (i) any securities of the entity that are beneficially owned by that person, and
  - (ii) any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

**"Departmental Representative"**

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

**"herein", "hereby", "hereof", "hereunder"**

and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

**"Ineligibility"**

means a person not eligible to contract with Canada;

**"Lump Sum Arrangement"**

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

**"Material"**

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

**"person"**

also 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 tradesperson in practicing a trade;

**"Subcontractor"**

means a person having a direct contract with the Contractor, subject to GC3.6

**"Subcontracting"**, to perform a part or parts of the Work, or to supply Material customized for the Work;

**"Superintendent"**

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

**"Supplementary Conditions"**

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

**"Supplier"**

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

**"Suspension"**

means a determination of temporary ineligibility by the Minister of AAFC;

**"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"**

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

**"Unit Price Arrangement"**

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

**"Unit Price Table"**

means the table of prices per unit set out in the Contract;

**"Work"**

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

**"Working Day"**

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

**GC1.1.3 Application of Certain Provisions**

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

#### **GC1.1.4 Substantial Performance**

- 1) The Work shall be considered to have reached Substantial Performance when
  - a) the Work or a substantial part thereof has passed inspection and testing and is, in the opinion of Canada, ready for use by Canada or is being used for the intended purposes; and
  - b) the Work is, in the opinion of Canada, capable of completion or correction at a cost of not more than
    - (i) 3 percent of the first \$500,000;
    - (ii) 2 percent of the next \$500,000; and
    - (iii) 1 percent of the balanceof the Contract Amount at the time this cost is calculated.
- 2) Where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and
  - a. the remainder of the Work or a part thereof cannot be completed by the time specified in the Contract, or as amended in accordance with GC6.5, "Delays and Extension of Time", for reasons beyond the control of the Contractor; or
  - b. Canada and the Contractor agree not to complete a part of the Work within the specified time;

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

#### **GC1.1.5 Completion**

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

#### **GC1.2 (2016-05-01) CONTRACT DOCUMENTS**

The following discusses contract documents

##### **GC1.2.1 General**

- 1) The contract documents are complementary, and what is required by any one shall be as binding as if required by all.

- 2) References in the contract documents to the singular shall be considered to include the plural as the context requires.
- 3) Nothing contained in the contract documents shall create a contractual relationship between Canada and any Subcontractor or Supplier, their subcontractors or suppliers, or their agents or employees.

**GC1.2.2 Order of Precedence**

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

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

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

**GC1.2.3 Security and Protection of Documents and Work**

- 1) The Contractor shall guard and protect contract documents, drawings, information, models and copies thereof, whether supplied by Canada or the Contractor, against loss or damage from any cause.
- 2) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of Canada, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that
  - a) is publicly available from a source other than the Contractor; or

- b) is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the **information**.
- 3) When the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential, or protected by Canada, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by Canada.
- 4) Without limiting the generality of paragraphs 2) and 3) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential, or protected by Canada, Canada shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 5) The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by Canada to the Contractor, and shall be liable to Canada for any loss or damage from any causes.

**GC1.3 STATUS OF THE CONTRACTOR**

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

**GC1.4 (2016-05-01) RIGHTS AND REMEDIES**

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

**GC1.5 (2016-05-01) TIME OF THE ESSENCE**

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

**GC1.6 INDEMNIFICATION BY THE CONTRACTOR**

- 1) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings

against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.

- 2) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor, its subcontractors and suppliers and any other person at any tier, in performing the Work.
- 3) For the purposes of paragraph 2) of GC1.6, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

#### **GC1.7 (2016-05-01) INDEMNIFICATION BY CANADA**

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

#### **GC1.8 (2016-05-01) LAWS, PERMITS AND TAXES**

- 1) The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor shall furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.
- 2) Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.
- 3) Prior to the commencement of the Work at the site, the Contractor shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for an owner other than Canada.
- 4) Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify Canada of the amount properly tendered and whether or not the municipal authority has accepted that amount.

- 5) If the municipal authority has not accepted the amount tendered, the Contractor shall pay that amount to Canada within 6 days after the time stipulated in paragraph 4) of GC1.8.
- 6) For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not Canada.
- 7) Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the Work under the Contract.
- 8) In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5, "Substantial Performance of the Work", a Contractor who has neither residence nor place of business in the province or territory in which work under the Contract is being performed shall provide Canada with proof of registration with the provincial sales tax authorities in the said province.
- 9) For the purpose of the payment of any Applicable Taxes or the furnishing of security for the payment of any Applicable Taxes arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of Canada after the time of purchase in accordance with GC3.10, "Material Plant and Real Property Become Property of Canada", the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any Applicable Taxes payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.
- 10) Federal government departments and agencies are required to pay Applicable Taxes.
- 11) Applicable Taxes will be paid by Canada as provided in the request for payment. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 12) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 13) In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 14) Tax Withholding of 15 Percent – Canada Revenue Agency  
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### GC1.9 WORKERS' COMPENSATION

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

**GC1.10 NATIONAL SECURITY**

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

**GC1.11 (2016-05-01) UNSUITABLE WORKERS**

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

**GC1.12 PUBLIC CEREMONIES AND SIGNS**

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

**GC1.13 (2016-05-01) CONFLICT OF INTEREST**

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

**GC1.14 AGREEMENTS AND AMENDMENTS**



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

**GC1.15 (2016-05-01) SUCCESSION**

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

**GC1.16 (2016-05-01) ASSIGNMENT**

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

**GC1.17 (2016-05-01) NO BRIBE**

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

**GC1.18 CERTIFICATION - CONTINGENCY FEES**

- 1) In this clause
  - (a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its terms;
  - (b) "employee" means a person with whom the Contractor has an employer/employee relationship; and
  - (c) "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#) R.S.C. 1985 c.44 (4th Supplement) as the same may be amended from time to time.
- 2) The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it shall not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.

- 3) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 4) If the Contractor certifies falsely under this section or is in default of the obligations contained therein, Canada may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

#### **GC1.19 INTERNATIONAL SANCTIONS**

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

#### **GC1.20 (2016-05-01) INTEGRITY PROVISIONS – CONTRACT**

- 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>).

#### **GC1.21 (2016-05-01) CODE OF CONDUCT FOR PROCUREMENT - CONTRACT**

- 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.

**GC2 ADMINISTRATION OF THE CONTRACT**

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

**GC2.1 (2016-05-01) DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

**"Technical Authority" shall be recognized as the Departmental representative and designated at time of award of contract and shall perform the following:**

- a) is responsible for all matters concerning the technical content of the work under the contract;**
- b) authorized to issue notices, instructions, and changes within the scope of the Work, relevant to the contract.**
- c) accept on behalf of Canada any notice, order or other communication from the contractor relating to the Work**
- d) within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract**

**The** technical authority has no authority to authorize changes to the Contract terms and conditions of the Contract.

"Contracting Authority" shall be recognized as the authority delegated by the Minister of AAFC to enter into contracts, amend the contracts and is responsible for all matters concerning and interpretation of the terms and conditions of the Contract.

The contracting authority is responsible for the management of the Contract and any changes to the Contract terms **and conditions must be authorized in writing by the Contracting Authority.**

**GC2.2 INTERPRETATION OF CONTRACT**

- 1) If, at any time before Canada has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about
  - (a) the meaning of anything in the drawings and specifications;
  - (b) the meaning to be given to the drawings and specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;

- (c) whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
- (d) whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
- (e) what quantity of any of the Work has been completed by the Contractor; or
- (f) the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

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

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

**GC2.3 NOTICES**

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

**GC2.4 (2016-05-01) SITE MEETINGS**

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

**GC2.5 REVIEW AND INSPECTION OF WORK**

- 1) Canada shall review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of Work completed. Canada shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
- 2) Canada shall reject Work or Material which in Canada's opinion does not conform to the requirements of the Contract, and shall require inspection or testing of Work, whether or not such Work is fabricated, installed, or completed. If such Work is not in accordance with the requirements of the Contract, the Contractor shall correct the Work and shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having the examination performed.
- 3) The Contractor shall provide Canada with access to the Work and its site at all times, and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by Canada and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, Canada shall be given access to such Work whenever it is in progress.
- 4) The Contractor shall furnish Canada with such information respecting the performance of the Contract as Canada may require, and render every possible assistance to enable Canada to verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.
- 5) If Work is designated for tests, inspections, or approvals in the Contract or by Canada's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give Canada reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give Canada reasonable notice of the date and time of inspections, tests or approvals.
- 6) If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall, if so directed by Canada, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

**GC2.6 SUPERINTENDENT**

- 1) Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify Canada of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.
- 2) The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.

- 3) Upon request of Canada, the Contractor shall remove any Superintendent who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to Canada.
- 4) The Contractor shall not substitute a Superintendent without the written consent of Canada. If a Superintendent is substituted without such consent, Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to Canada has been substituted.

#### **GC2.7 (2016-05-01) NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR**

- 1) For the purposes of this clause, "persons" include the Contractor, its subcontractors and suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site. A "person" includes any partnership, proprietorship, firm, joint venture, consortium and corporation.
- 2) Without restricting the provisions of paragraph 3) of GC2.6, "Superintendent", the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because
  - a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
  - b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
  - c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (a) or (b).
- 3) Within two working days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall
  - a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
  - b) forward a copy of the complaint to Canada by registered mail or courier service.
- 4) Within 24 hours immediately following receipt of a direction from Canada to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom Canada believes to be in breach of the provisions of paragraph 2) of GC2.7.
- 5) No later than 30 days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 6) If a direction is issued pursuant to paragraph 4) of GC2.7, Canada may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9, "Right of Setoff", whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.

- 7) If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, Canada shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by Canada as a result.
- 8) Canada may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of
  - a) a written award issued pursuant to the federal **Commercial Arbitration Act**, R.S. 1985, c. 17 (2nd Supp.);
  - b) a written award issued pursuant to the **Canadian Human Rights Act**, R.S. 1985, c. H-6;
  - c) a written award issued pursuant to provincial or territorial human rights legislation; or
  - d) a judgement issued by a court of competent jurisdiction.
- 9) If Canada is of the opinion that the Contractor has breached any of the provisions of this clause, Canada may take the Work out of the Contractor's hands pursuant to GC7.1, "Taking the Work out of the Contractor's Hands".
- 10) Subject to paragraph 7) of GC3.6, "Subcontracting", the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

#### **GC2.8 (2016-05-01) ACCOUNTS AND AUDITS**

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

**GC3 EXECUTION AND CONTROL OF THE WORK**

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

**GC3.1 (2016-05-01) PROGRESS SCHEDULE**

The Contractor shall

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

**GC3.2 (2016-05-01) ERRORS AND OMISSIONS**

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

**GC3.3 CONSTRUCTION SAFETY**

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



make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.

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

### **GC3.4 EXECUTION OF THE WORK**

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

### **GC3.5 MATERIAL**

- 1) Unless otherwise specified in the Contract, all Material incorporated in the Work shall be new.
- 2) Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of Material is not available, the Contractor shall apply to Canada to substitute a similar item for the one specified.

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

### **GC3.6 SUBCONTRACTING**

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

### **GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS**

- 1) Canada reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.
- 2) When other contractors or workers are sent on to the site of the Work, Canada shall
  - (a) enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
  - (b) ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the Contractor as it affects the Work; and
  - (c) take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
- 3) When other contractors or workers are sent on to the site of the Work, the Contractor shall
  - (a) co-operate with them in the carrying out of their duties and obligations;
  - (b) co-ordinate and schedule the Work with the work of the other contractors and workers;
  - (c) participate with other contractors and workers in reviewing their construction schedules when directed to do so;
  - (d) where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to Canada in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against Canada by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
  - (e) when designated as being responsible for construction safety at the place of work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
- 4) If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor
  - (a) incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and
  - (b) gives Canada written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;

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

**GC3.8 LABOUR**

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

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

**GC3.9 TRUCK HAULAGE RATES**

CANCELLED

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

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

**GC3.11 DEFECTIVE WORK**

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

**GC3.12 CLEANUP OF SITE**

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

**GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK**

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

**GC4 PROTECTIVE MEASURES**

GC4.1 PROTECTION OF WORK AND PROPERTY

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

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

GC4.4 CONTAMINATED SITE CONDITIONS

**GC4.1 PROTECTION OF WORK AND PROPERTY**

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

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

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

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

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

**GC4.4 CONTAMINATED SITE CONDITIONS**

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

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



**GC5 TERMS OF PAYMENT**

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

**GC5.1 INTERPRETATION**

In these Terms of Payment

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

**GC5.2 AMOUNT PAYABLE**

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

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

### **GC5.3 (2016-05-01) INCREASED OR DECREASED COSTS**

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

### **GC5.4 (2016-05-01) PROGRESS PAYMENT**

- 1) On the expiration of a payment period, the Contractor shall deliver to Canada
  - a) a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and

- b) a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged.
- 2) Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
- a) is in accordance with the Contract; and
  - b) was not included in any other progress report relating to the Contract.
- 3) Subject to GC5.2, "Amount Payable", and paragraph 5) of GC5.4, Canada shall pay the Contractor an amount that is equal to
- a) 95 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has been furnished by the Contractor; or
  - b) 90 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has not been furnished by the Contractor.
- 4) Canada shall pay the amount referred to in paragraph 3) of GC5.4 not later than
- a) 30 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or
  - b) 15 days after receipt by Canada of the Contractor's progress schedule or updated progress schedule, in accordance with GC3.1, "Progress Schedule",
- whichever is later.
- 5) In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

#### **GC5.5 (2016-05-01) SUBSTANTIAL PERFORMANCE OF THE WORK**

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

2. The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.11, "Defective Work".
3. Subject to GC5.2, "Amount Payable", and paragraph 4) of GC5.5, Canada shall pay the Contractor the amount referred to in paragraph 1) of GC5.2, "Amount Payable", less the aggregate of
  - a) the sum of all payments that were made pursuant to GC5.4, "Progress Payment";
  - b) an amount that is equal to Canada's estimate of the cost to Canada of rectifying defects described in the Certificate of Substantial Performance; and
  - c) an amount that is equal to Canada's estimate of the cost to Canada of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
4. Canada shall pay the amount referred to in paragraph 3) of GC5.5 not later than
  - a) 30 days after the date of issue of a Certificate of Substantial Performance, or
  - b) 15 days after the Contractor has delivered to Canada
    - I. a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the work under the Contract, and discharged its lawful obligations referred to in GC1.8, "Laws, Permits and Taxes";
    - II. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; and
    - III. an update of the progress schedule in accordance with the requirements of GC3.1, "Progress Schedule"; whichever is later.

#### **GC5.6 FINAL COMPLETION**

- 1) When Canada is of the opinion that the Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Work has been completed as described in GC1.1.5 COMPLETION, Canada shall issue a Certificate of Completion to the Contractor and, if the Work or a portion of the Work is subject to a Unit Price Arrangement, Canada shall issue a Certificate of Measurement that shall, subject to GC8, be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.
- 2) Subject to GC5.2 AMOUNT PAYABLE and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2 AMOUNT PAYABLE, less the aggregate of the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT and GC5.5 SUBSTANTIAL PERFORMANCE OF WORK.
- 3) Canada shall pay the amount referred to in paragraph 2) of GC5.6 not later than
  - (a) 60 days after the date of issue of a Certificate of Completion; or
  - (b) 15 days after the Contractor has delivered to Canada

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

whichever is later.

#### **GC5.7 (2016-05-01) PAYMENT NOT BINDING ON CANADA**

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

#### **GC5.8 CLAIMS AND OBLIGATIONS**

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

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

#### **GC5.9 RIGHT OF SETOFF**

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

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

#### **GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION**

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

#### **GC5.11 DELAY IN MAKING PAYMENT**

- 1) Notwithstanding GC1.5 TIME OF THE ESSENCE, any delay by Canada in making any payment when it is due pursuant to GC5 TERMS OF PAYMENT, shall not be a breach of the Contract by Canada.
- 2) Subject to paragraph 3) of GC5.11, Canada shall pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is overdue pursuant to paragraph 3) of GC5.1 INTERPRETATION, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.
- 3) Interest shall be paid without demand by the Contractor except that

- (a) in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands after such amounts have become due and payable; and
- (b) interest shall not be payable or paid on overdue advance payments, if any.

**GC5.12 INTEREST ON SETTLED CLAIMS**

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

**GC5.13 RETURN OF SECURITY DEPOSIT**

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



**GC6 DELAYS AND CHANGES IN THE WORK**

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

**GC6.1 CHANGES IN THE WORK**

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

**GC6.2 CHANGES IN SUBSURFACE CONDITIONS**

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

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

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

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

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

## **GC6.4 DETERMINATION OF PRICE**

### **GC6.4.1 Price Determination Prior to Undertaking Changes**

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

### **GC6.4.2 Price Determination Following Completion of Changes**

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

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

#### **GC6.4.3 Price Determination - Variations in Tendeded Quantities**

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

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

**GC6.5 DELAYS AND EXTENSION OF TIME**

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

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

**GC7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT**

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

GC7.2 SUSPENSION OF WORK

GC7.3 TERMINATION OF CONTRACT

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

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

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

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

#### **GC7.2 SUSPENSION OF WORK**

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

#### **GC7.3 TERMINATION OF CONTRACT**

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



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

**GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN**

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

**GC8 DISPUTE RESOLUTION**

- GC8.1 INTERPRETATION
- GC8.2 CONSULTATION AND CO-OPERATION
- GC8.3 NOTICE OF DISPUTE
- GC8.4 NEGOTIATION
- GC8.5 MEDIATION
- GC8.6 BINDING ARBITRATION
- GC8.7 DISPUTES NOT SUBJECT TO ARBITRATION
- GC8.8 CONFIDENTIALITY
- GC8.9 SETTLEMENT
- GC8.10 RULES FOR MEDIATION OF DISPUTES
  - GC8.10.1 Interpretation
  - GC8.10.2 Application
  - GC8.10.3 Communication
  - GC8.10.4 Appointment of Project Mediator
  - GC8.10.5 Confidentiality
  - GC8.10.6 Time and Place of Mediation
  - GC8.10.7 Representation
  - GC8.10.8 Procedure
  - GC8.10.9 Settlement Agreement
  - GC8.10.10 Termination of Mediation
  - GC8.10.11 Costs
  - GC8.10.12 Subsequent Proceedings

**GC8.1 INTERPRETATION**

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

**GC8.2 CONSULTATION AND CO-OPERATION**

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

**GC8.3 NOTICE OF DISPUTE**

- 1) Any difference between the parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by the Contractor against Canada, and which is not settled by consultation and co-operation as envisaged in GC8.2

CONSULTATION AND CO-OPERATION, shall be resolved in the first instance by Canada, whose written decision or direction shall be final and binding subject only to the provisions of GC8. Such written decision or direction includes, but is not limited to, any written decision or direction by Canada under any provision of the General Conditions.

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

#### **GC8.4 NEGOTIATION**

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

released Canada from any claim in respect of the particular matter dealt with in that decision or direction.

### **GC8.5 MEDIATION**

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

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

### **GC8.6 BINDING ARBITRATION**

- 1) If mediation of the dispute is terminated pursuant to the provisions of GC8.5, "Mediation", and
  - a) the termination of mediation occurs prior to the applicable date set out in paragraph 4) of GC8.6; and
  - b) the disputed issues involve issues of fact or issues of arbitral questions of law or issues of mixed fact and arbitral questions of law;either party, by giving notice in writing to the other party in accordance with GC2.3, "Notices", may require that the dispute be resolved by binding arbitration pursuant to GC8.6.
- 2) A notice referred to in paragraph 1) of GC8.6 shall be given within 10 working days of the date of termination of mediation under GC8.5 Mediation and shall be in accordance with GC2.3, "Notices".
- 3) If no notice is given within the period set out in paragraph 2) of GC8.6, or if the conditions set out in subparagraphs 1)(a) and 1)(b) of GC8.6 are not met, the arbitration provisions set out in GC8.6 do not apply to the dispute.
- 4) Unless otherwise agreed, the arbitration of the dispute shall be held in abeyance until the earlier of
  - a) the date of issuance of a Certificate of Substantial Performance under GC5.5, "Substantial Performance of the Work";

- b) the date the Work is taken out of the Contractor's hands; and
- c) the date of termination of the Contract;

and consolidated with all other such disputes into a single arbitration.

- 5) Arbitral proceedings under this GC8.6 shall be governed by and conducted in accordance with the **Commercial Arbitration Act**, R.S. 1985, c. 17 (2nd Supp.) and the provisions of GC8.11, "Rules for Arbitration of Disputes".
- 6) For the purposes of calculating time under the Rules for Arbitration referred to in paragraph 5) of GC8.6, arbitration proceedings shall commence on the applicable date set out in paragraph 4) of GC8.6.
- 7) Notwithstanding anything else contained in GC8.6, the arbitration provisions in GC8.6 do not apply if the aggregate amount of all claims by the Contractor required to be arbitrated on the applicable date set out in paragraph 4) of GC8.6 is less than \$25,000.

#### **GC8.7 DISPUTES NOT SUBJECT TO ARBITRATION**

- 1) Where the arbitration provisions in GC8.6, "Binding Arbitration", do not apply to a dispute as a result of paragraphs 3) or 7) of GC8.6, "Binding Arbitration", either party may take such court action or proceedings as it considers appropriate, including, without limiting the foregoing, all suits that would otherwise have been immediately available to it but for the provisions of these Dispute Resolution Conditions. Subject to the provisions of paragraph 2) of GC8.7, the Contractor shall initiate any such action or proceeding no later than three calendar months after the date that a Certificate of Completion is issued under GC5.6, "Final Completion", and not afterwards, except where it is otherwise provided by law.
- 2) Any action or proceeding resulting from a direction under GC3.13, "Warranty and Rectification of Defects in Work", shall be initiated by the Contractor no later than three calendar months after the expiry of the warranty or guarantee period and not afterwards, except where it is otherwise provided by law.

#### **GC8.8 (2016-05-01) CONFIDENTIALITY**

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

#### **GC8.9 (2016-05-01) SETTLEMENT**

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

#### **GC8.10 (2016-05-01) RULES FOR MEDIATION OF DISPUTES**

##### **GC8.10.1 Interpretation**

In these Rules

- 1) “Coordinator” means the person designated by Canada to act as the Dispute Resolution Coordinator.

#### **GC8.10.2 Application**

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

#### **GC8.10.3 Communication**

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

#### **GC8.10.4 Appointment of Project Mediator**

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

each party to individually and confidentially select and rank their preferred and fully acceptable choices of mediator in descending order. Each mediator listed shall be impartial and independent of the parties, and shall be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.

- 6) Within 10 working days of receipt of the list referred to in paragraph 5) of GC8.8.4 each party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.
- 7) Within 2 working days following receipt of the completed listings, the Coordinator shall select the highest common ranked mediator to act as Project Mediator for the purposes of the contract.
- 8) In the event of a tie, the Coordinator shall consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a Project Mediator acceptable to both parties. If the parties cannot agree upon a Project Mediator, the Coordinator shall forthwith provide the parties with a second list of mediators and the procedure shall be repeated.
- 9) If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, the Coordinator shall use reasonable efforts to negotiate a contract with a mutually acceptable Project Mediator on behalf of the parties, which contract shall incorporate or otherwise comply with the provisions of these Rules. If negotiations are unsuccessful, or if for other reason the individual is unwilling or unable to enter into a contract to act as Project Mediator, the Coordinator shall repeat the process with the second-highest common ranked mediator.
- 10) The parties agree that, upon successful completion of the negotiations referred to in paragraph 9) of GC8.8.4, they shall jointly enter into a contract with the selected Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
- 11) Upon execution of the contract with the Project Mediator referred to in paragraph 10) of GC8.8.4 the Coordinator shall provide the Project Mediator with copies of the documents referred to in paragraph 3) of GC8.8.4.

#### **GC8.10.5 Confidentiality**

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

- 5) All information exchanged during mediation procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

**GC8.10.6 Time and Place of Mediation**

- 1) The Project Mediator, in consultation with the parties shall set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to the contrary between the parties, only 10 working days are available within which to attempt to settle the dispute.

**GC8.10.7 Representation**

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

**GC8.10.8 Procedure**

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

**GC8.10.9 Settlement Agreement**

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

**GC8.10.10 Termination of Mediation**



- 1) Either party may withdraw from mediation at any time without reason and, in that event, the Project Mediator shall give each party a written notice terminating the mediation and establishing the effective date of termination.
- 2) If, in the opinion of the Project Mediator, either party fails to mediate in good faith or fails to comply with the terms of these Rules, or if the Project Mediator, at any time during mediation, is of the opinion that further negotiations will fail to resolve the issues outstanding, the Project Mediator may terminate the negotiations by providing the parties with a written notice of termination, stating therein the Project Mediator's reasons for the termination, and the effective date of termination.
- 3) If a dispute has not been resolved within 10 working days or such other longer period as may have been agreed to by the parties, the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

#### **GC8.10.11 Costs**

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

#### **GC8.10.12 Subsequent Proceedings**

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

**in any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.**

**GC9 CONTRACT SECURITY**

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

**GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY**

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

**GC9.2 (2016-05-01) TYPES AND AMOUNTS OF CONTRACT SECURITY**

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

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

III. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or

IV. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;

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

**GC10 INSURANCE**

GC10.1 INSURANCE CONTRACTS

GC10.2 INSURANCE PROCEEDS

**GC10.1 INSURANCE CONTRACTS**

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

**GC10.2 INSURANCE PROCEEDS**

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

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



## **Appendix "E"**

### **PERFORMANCE SPECIFICATIONS & SPECIFICATIONS FOR DECONSTRUCTION-DISMANTLING & PLANS**



# Performance specifications – Swine equipment for the swine gestating sow loose housing project, C-104

---

*Agriculture and Agri-Food Canada*

*Dairy and swine Research and Development Centre  
(Lennoxville)*

***Prepared for:***

*Frédéric Tremblay, ing.*

*Gestionnaire des installations*

*Centre de recherche et de développement de Sherbrooke*

*Agriculture et Agroalimentaire Canada*

*2000, rue Collège, CP 90*

*Sherbrooke (Québec) J1M 1Z3*

***Prepared by:***

*Yves Choinière, ing., agr.*

*N° OIQ : 114668, N° OAQ : 5386*

*Samuel Leduc, ing.*

*N° OIQ : 5008035*

*Frédéric Daigneault, CPI*

*N° OIQ : 6026778*

**For tender**

**Date : July 24th 2020**

*NOTE: THE FRENCH VERSION PREVAILS OVER THE ENGLISH VERSION*

*N/Réf. 2016.275*

*July 24<sup>th</sup>, 2020*



## Table of contents

<b>Part 1</b>	<b>General</b>	<b>3</b>
	References	3
	Scope of work	3
	Shop drawings	3
	Process	4
<b>Part 2</b>	<b>Products</b>	<b>4</b>
	General	4
	Gestating sow feeding in loose housing pens	5
	Control and precision, performance of the feeding system (ESF)	5
	Pens for gestating sows	6
	Equivalencies	6
	Boar pen	6
	Gestation stalls	6
	Watering system	6
	Feed distribution system	7
	Flex augers	7
	Feed bin	7
	Load cell	8
	Load indicator	8
	Manure scrapers	8
	Manure scraper transmission	9
	Electric motor for manure scraper transmission	9
	Concrete slats and stainless-steel angle	9
<b>Part 3</b>	<b>Execution</b>	<b>10</b>
	Delivery	10
	Installation	10
	Commissioning	10
	Training	10
	Warranty	10
	End of project documents and manuals	11

## Part 1 General

### References

Equipment installation drawings.

Agricultural specifications for the deconstruction-dismantling.

General specifications and additional information on the modifications of C-104.

### Scope of work

Relocate, install and/or supply all labour and materials necessary to obtain a housing system for sows and gilts, as indicated in the drawings or as described hereafter.

Supply and install feed bins and automatic feeding systems, as indicated in the drawings of the project. Gestating sow stalls shall be equipped with automated double feed dispensers.

The equipment contractor shall supply and install feeding systems with controls as indicated in equipment installation drawings or as described hereafter.

Work to execute includes all the assembly, the mounting and suspensions systems, the sliders, the lids, the fittings, the connections, and in general all the pieces of equipment and devices required to assemble and integrate all the specific components together into a fully functional system.

Work to execute includes all flashings, waterproofing agents and all the compounds necessary to the mounting and embedding of the equipment in the walls and ceilings during construction.

The equipment contractor shall supply and install all the motors, the individuals control systems of the motors, the connexion devices, the components of the control systems, the starters, and the switched necessary to complete the installation. The electrical connections shall be executed by an electrical contractor under the general contractor (G.C.). Coordinate the work to execute with the G.C. and ensure that all the required material is supplied.

The feed bin equipment supplier shall supply two feed bins.

The feed bin supplier can be different from the contractor supplying automatic feeding systems, concrete slats stall or pen dividers.

The equipment supplier is responsible for the design of the system, the supply and installation of all the supports, mounting pieces and assembly hardware required. The supplier shall provide and document all instruction and maintenance manuals.

The G.C. provides all concrete, structural, electricity and plumbing work required. The G.C. coordinates the supply and installations of the different pieces of equipment required.

### Shop drawings

Prepare a detailed equipment installation drawing including plan view and elevations to illustrate implementation of tender documents' conceptual approach, utilizing the equipment to be supplied and installed.

Submit two (2) certified shop drawings of each component, including descriptive sales literature. Certified drawings must include materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of work. An electrical shop drawing shall be submitted.

The contractor shall submit the shop drawings to the owner of his representative for approval.

## Process

All four gestating sow pens shall be equipped with an automatic feed station. All fifteen gestation stalls and both boar pens shall be equipped with an automatic feeder identical to the feed stations.

## Part 2 Products

### General

Supply and install all components as shown in the drawings and described below.

All the conduits, sleeves, wiring and electrical components shall be CSA-approved and meeting the Canadian and Quebec Electrical Codes. Equipment wiring shall be ready to be connected to the different control systems. The two electrical sets of specifications from AAFC are part of the document.

All equipment shall be single-phase, 60 Hertz, 120 Volts, and meeting the Quebec Electrical Code requirements in the feed preparation areas. Motors can be 208 Volts, 1 phase or 208 Volts, 3 phases.

All components of the feed structural system, controls and pens shall originate from one single supplier or be thoroughly verified to ensure an adequate integration with the loose housing gestation systems.

All the supporting and mounting pieces of the equipment shall be free of oil and foreign materials and substances and shall be painted with a primer coating and an enamel paint coating for machinery. The color choice shall be approved by the owner of his representative.

All equipment shall have the grating and protection devices required. All equipment shall be compliant with the CNESST and CSA requirements.

The feed system shall be tested by the supplier. A thorough and complete flush of the system and all its components with adequate products shall be carried out in order to remove all construction and installations debris and foreign materials. The cleaning flush discharge feed used as a cleaning agent must be removed from the site and disposed in accordance with local by-laws. With the approval of the owner or his representative, this flush may be done during the commissioning process.

The G.C. shall coordinate the installation of the equipment and the commissioning.

## Gestating sow feeding in loose housing pens

Description	Nombre
Loose housing feed stations with automated feed systems, double feed system per station, a connection via antenna to AAFC's central computer, and a system of reading and identification of sows	4
<ul style="list-style-type: none"> <li>• Double feed dispenser for sow in stalls</li> <li>• Double feed dispenser for small pens</li> <li>• Feed calibration scale</li> <li>• Electronic identification in ear (electronic chip)</li> <li>• Electronic chip installation clamps</li> <li>• Reader stick with tablet</li> <li>• Complete inspection software for 14 electronic feed stations (3G or Maximus)</li> <li>• Feeding stalls and controls shall be supplied and installed by one single supplier</li> <li>• Installation shall be complete and functional for the feeding of gestating sows in loose housing and in stalls</li> <li>• Self-blocking stations shall be manufactured with durable materials such as galvanized steel, PVC or HDPE</li> <li>• A 3-year warranty is required for the mechanism of entry and exit of sows as well as for all the materials</li> <li>• A 1-year warranty is required for the automatic feeding system and dispenser</li> </ul>	15
	2
	1
	100
	1
	1
	1
<b>Accepted equivalencies:</b>	
<ul style="list-style-type: none"> <li>• Feeding stall with dispenser and controls Maximus Supplier: Les Industries et Équipements Laliberté Ltée</li> <li>• Gestal 3G System Supplier: Jyga technologies</li> </ul>	

## Control and precision, performance of the feeding system (ESF)

The feeding system and the controls shall have the following functions and performances:

1. Complete protection of sows using a closed barrier
2. Distinct feeding curves for sows and gilts
3. Two (2) feeds per feeding station, electronic feed stations system
4. The two (2) boars and 15 sows in cages with double feed dispensers
5. The station is equipped with an auger in stainless steel
6. Identification via radiofrequency (RFID)
7. The control software must allow detailed programming of the of the rations and frequencies, and must keep a 30-days record for each sow.
8. The central computer is provided by AAFC. A Wi-Fi signal is required to establish connection between the computer and a smartphone or a tablet. A connection wire shall be installed between the controls and the computer wiring in room D-104 (refer to drawings).

9. Dispensers and feeding systems shall have a precision of  $\pm 50$  grams maximum per kilogram of feed dispensed.

### Pens for gestating sows

- Pen dividers shall be in HDPE or other resistant plastics, new, white, have a height of 39.5" min. (100.3 mm min.), a thickness of 2" (51 mm), and come in full panels.
- The supplier shall adjust the distance between the support posts for a maximal bending of 20 mm when in contact with sows. Posts shall be at a maximal distance of 1.8 m.
- Walkthroughs shall be designed according to the standards established by Centre de Développement du Porc du Québec and shall be in stainless steel and securely anchored in the pen dividers.
- All posts, anchorages, attachments, bolts, nuts and washers shall be in stainless steel. Front doors shall have an opening mechanism with a PVC rod.

### Equivalencies

- HDPE panels type GSI, 39-1/2" x 2" from Godro, EML, Equipex, IEL or others.
- Paneltim panels or others are acceptable.

### Boar pen

- Four divider walls in galvanized steel vertical bars. The placement of all four sidewalls shall be independent construction from the gestation stalls.
- No door walkthrough.
- The equipment supplier can retrieve, modify or adjust and adapt existing pen dividers or fabricate new ones.

### Gestation stalls

- Reinstall 15 gestation stalls with existing feed troughs and drinking bowls.

### Watering system

- Three (3) new water nipples with lateral protection per pen, re-use the existing steel piping.
- Height adjusted by owner.
- Mounting plate incorporated in the pen dividers in stainless steel
- Model: GDL – water nipple with side protector or equivalent
- Reuse the existing water drops of rows N° 3 and N° 4
- For the 4 loose housing gestation pens, the flowmeter shall measure the total flow of all 3 water nipples in each pen.
- Install one water meter per feeding system, for a total of 17 water meters:
  - Capacity of 0,3 to 4 litres per minute
  - 1,5 mL per pulse
  - Powered by a DC electric source.
  - Water meters allowing calibration
  - Model: Gestal or equivalent

## Feed distribution system

- Supply and install two (2) complete and functional chain disk feeding distribution systems.
- As indicated in the drawings, the feed distribution systems N° 1 and N° 2 shall supply feed to 4 electronic sow feeders in pens, 15 gestation stalls, 2 boar pens and 1 drop for flush and cleaning.
- The system shall have an electronic control compatible with the automated feeding stations, with a timer and a feed presence sensor.
- The system shall incorporate the main transmission, 1 fitting with flex auger 3", translucent tube short sections, tubing in galvanized steel, durable chain disk distribution system, bends and angles.
- 1 HP motor (min), 208V, 1 phase or 208V 3 phases, 45 to 60 mm diameter.
- Distribution pipe with a diameter of 45 to 60 mm in galvanized steel, pre-punched.
- Model Falcon, GSI-AP, Roxell.
- Manual starter, Nema 4X housing.
- Complete electronic control system for two (2) flex augers and two (2) chain-disk feed lines.

## Flex augers

- Supply and install 2 flex augers, as described in drawings
- PVC pipe, high carbon content steel auger
- All flex augers shall be equipped with an unloading system with appropriate dimensions. The unloading system shall allow the transfer of the content of the feed bins to the feeding systems.
- Feed flow deflector in the feed bin → model Sure-Flo.
- The flex auger shall be controlled entirely through the feeding system automatic control panel.
- Adjustable Flex-Flo 300 auger adaptor in stainless steel.
- The bout is straight, Translucent polycarbonate.
- The control shall display the run time of each auger.
- The final location of feed bins is indicated in the drawings.
- Product: flex auger 3" Ø model Flex-Flo XD. Supplier: GSI or other, direct transmission drive, motor 1 HP min, 208V, 1 phase or 208V 3 phases, model Flexflo 300, choretime model 75 or equivalent.
- Manual starter, Nema 4X housing.
- Fully Automated control system.

## Feed bin

- Capacity of 6,2 metric tons.
- Diameter of 6'-4" (1,93 m).
- Number: 2
  - Monocoque steel feed bins:  
Feed bins shall be compact and functional, without bolted joints. Loading pipes shall be in stainless steel or aluminum, loading discharge piping from the center of the roof. 6" air vent downspout in galvanized steel, discharge cone at 67°. Translucent window panel to visualize feed levels, waterproof lid with hinges, fixed ladder in galvanized steel with vertical lifeline, security panel with hinges in galvanized steel and lock limiting access to the ladder. Ladder plan and lifeline CSA approved.  
Color: Exterior coating in white polyurethane and interior surface coated with an epoxy.
  - Number of legs: 4

- The proposed ladder, lifelines and access protector are illustrated on the drawings.
- Supplier shall supply shop drawings of the dimensions of the concrete base, silo, ladder and components.
- Model: FortMétal model 867 or equivalent.

## Load cell

- Minimal capacity of 2,0 metric tons.
- Number: 4 per feed bins with 4 legs. Total of 8.
- Minimal precision of 99,75%.
- Voltage of 20V AC or DC.
- Shall be matched with load indicator.

## Load indicator

- Display capacity of de 0 to 10,0 metric tons.
- Number: 2.
- The indicator shall be able to display the mass in metric and imperial units, precision level grams or ounces.
- The indicator shall possess a stainless-steel housing and a Nema 4X housing and shall be dust and water resistant (IP69K rating). It shall also resist pressure washing (high pressure water). Operation temperatures shall vary between -20 °C and 60 °C, with a relative humidity of 10% to 90%.
- The indicator shall possess a USB port enabling the connection to a printing device or the transfer of data to a central computer or a USB key. The indicator shall also possess an ethernet port as well as a type RS-232 port.
- The indicator shall be able to communicate with an automated data control system (Genius, Maximus, etc.) and operate under a 120V voltage.
- Approximate dimensions and mass: 10" x 5" x 10" (254 mm x 127 mm x 254 mm), 10 pounds (4,5 kg).
- Model: Matrix 365, Weigh-Tronix ZM303 or equivalent

## Manure scrapers

- Number: 2.
- Width: 5'-4" (1,63 m).
- Stainless steel SS304, height of 6" to 8" (152,4 à 203,2 mm), minimum thickness of ⅛" (3,18 mm).
- Driven by a starting system in a Nema 4X housing, 2 reversible cycles, run time restrictor.
- Limit switch In a Nema 4X housing.
- Pulleys in nylon with a diameter of 6" to 9" (152,4 mm to 228,6 mm) with supports and anchorages in stainless steel SS304.
- Skid shoes (Patin) for reversible cycle, width of 1 ½" (38,1 mm) by thickness of ¼" (6,35 mm).
- Stranded stainless steel wire type SS316-719, ¼" (6,35 mm) diameter, attached by cable tightener in stainless steel type SS316.
- 2-year warranty.
- Models: Fabrication Richard Lapointe, IEL or equivalent.

## Manure scraper transmission

- Number: 1.
- Support housing in stainless steel type SS304.
- Multiple pulleys in ductile iron.
- Drive shaft in 1 ½" steel supported by a pillow block bearing.
- Speed restrictor housing.
- 1-year warranty.
- Models: Fabrication Richard Lapointe, IEL or equivalent.

## Electric motor for manure scraper transmission

- Electric motor
- Number: 1.
- 1 HP, 208 volts, 1 phase or 3 pH, 3600 RPM, IP55.
- Farm duty single phase and three-phased general purpose application.
- Conception type L, suitable for ambient temperatures of 40°C and altitude of 1000 m.
- Meets NEMA 4X, CSA-us, CSA Certified and RoHS standards.
- Winding type VPI with numbered wires and color codes.
- Class F isolation with a class B temperature rise.
- Manual reset following a thermal surcharge.
- Permanently lubricated double shielded ball bearings. Lithium based grease operating temperature range of -25 °C through 175 °C.
- Grounding screw in conduit box
- 180° rotatable conduit box, with ½ NPT knockouts.
- Rubber gasket between box and motor frame.
- Stainless steel nameplate with etched details
- 1-year warranty.
- Model: Max-Motion MTR-102FDCH or equivalent

## Concrete slats and stainless-steel angle

- The contractor shall carefully retrieve the client's concrete slats. Concrete slats will be reused for loose housing gestation pens.
- In case of accidental damage, the contractor can purchase new slats for the boar pens.
- **Description:**
  - Length: 1800 mm (5'-10<sup>7</sup>/<sub>8</sub>"
  - Thickness: 95,3 mm (3-<sup>3</sup>/<sub>4</sub>"
  - Width: 600 mm (24")
- **Replacement model:**
  - Concrete slats for loose housing sow or equivalent.
  - Supplier: Patio Drummond or other
- The contractor shall adjust the concrete in the support curbs in order to obtain equal finished surfaces. Wedges shall be stable, motionless. Wedges shall be in rigid plastic. Recovered and relocated slats shall be adjusted.



- Angles shall be in stainless steel, gage 10, as illustrated in the drawings. Total length is 696 linear feet. Angles shall be installed as illustrated in the drawings.
- For the two (2) novel manure gutters, the manure scrapper dimensions are presented on the drawings. The General Contractor has to purchase new slats of 600 mm (24") nominal width.

## Part 3 Execution

### Delivery

1. Submit a schedule indicating the length of time required for the delivery of each item quoted.

### Installation

2. Install all equipment indicated on drawings and described above as per manufacturer's instructions.
3. Coordinate all associated work with the G.C. for the concrete and electrical work and ensure all necessary connections are completed to specification.

### Commissioning

1. Procedures:
  - a. Verify electrical supply and operation of the feeding stations, dispensers and augers.
  - b. Ensure that the operation of the equipment is adequate and secure.
  - c. Calibrate all control systems to ensure all systems are fully functional.
  - d. Follow manufacturers' instructions with respect to the start-up of the different components and systems.
2. Adjustment and commissioning.
3. Supervise commissioning, auger installation, feeding systems installation, feeding stations and controls by the equipment contractor.
4. Install all feeding equipment, penning, watering, manure scrapers and controllers.
5. Confirm proper operation of water nipples.

### Training

1. Provide 4 hours of familiarization training for users prior to animal occupancy. Immediately after occupancy, provide another 4 hours of additional training.
2. Allow for 6 hours of phone consultation with the operators over the first 12 weeks after start-up.
3. The supply of the ESF system shall provide 4 hours of training related to the equipment programming and usage.

### Warranty

1. Chain disk feed distribution, 1 an.
2. Electronic controls, 3 years.
3. Flex auger, 1 year.
4. Electronic sow feeders and dispensers, 1 year.
5. Entry/exit mechanisms for sows, 3 years.
6. Feed bins, 1 year.
7. Transmission electric motor, 1 year.
8. Manure transmission, 1 year.
9. Manure scrapers, 2 years.

## End of project documents and manuals

- 1.1. Submit on (1) copy of the owner's instruction and maintenance manuals in PDF format, directly to the Ministry's representative, within 30 days maximum following the provisional acceptance of the work. Once the manuals are complete and approved, provide all end of project documents to the Ministry's representative:
  - 1.1.1. Two (2) final copies (1 original + 1 copy), hard copy.
  - 1.1.2. One (1) complete electronic copy, PDF format (on USB key).
- 1.2. The information shall be presented in a spiral bound manual.
- 1.3. Owner's instruction and maintenance manuals, including:
  - 1.3.1. Cover page: Project title and client project number;
  - 1.3.2. Table of contents;
  - 1.3.3. List of all stakeholders: Owner, professionals, contractor, subcontractors and suppliers (with their contact details);
  - 1.3.4. Copy of work and execution schedule (final review as built);
  - 1.3.5. Copy of general contractor's license;
  - 1.3.6. Copy of all subcontractors' licenses;
  - 1.3.7. The G.C. shall provide the CCQ situation letter;
  - 1.3.8. The subcontractors shall provide the CCQ situation letter;
  - 1.3.9. The G.C. shall provide the CNESST's letter of compliance;
  - 1.3.10. The subcontractors shall provide the CNESST's letter of compliance;
  - 1.3.11. The G.C. shall provide the letter of guarantee (date of provisional acceptance);
  - 1.3.12. The subcontractors shall provide the letter of guarantee (date of provisional acceptance);
  - 1.3.13. Letter of guarantee from manufacturers of main materials;
  - 1.3.14. All shop drawings approved during construction;
  - 1.3.15. All technical sheets approved during construction;
  - 1.3.16. Color codes;
  - 1.3.17. Owner's instruction and maintenance manuals in French for all main materials;
  - 1.3.18. "As built" drawings, annotated by contractors;
  - 1.3.19. Final payment receipts from subcontractors and suppliers;
  - 1.3.20. Other documents required by the Owner.



Agricultural specifications for the deconstruction-dismantling of the equipment, for the modification of the swine gestation sector C-104 in free housing with feeding station

---

*Agriculture and Agri-Food Canada*

*Dairy and swine Research and Development Centre  
(Lennoxville)*

**Prepared for:**

*Frédéric Tremblay, ing.*

*Gestionnaire des installations*

*Centre de recherche et de développement de Sherbrooke*

*Agriculture et Agroalimentaire Canada*

*2000, rue Collège, CP 90*

*Sherbrooke (Québec) J1M 1Z3*

**Prepared by :**

*Yves Choinière, ing., agr.*

*N° OIQ : 114668*

*Samuel Leduc, ing.*

*N° OIQ : 5008035*

*Frédéric Daigneault, CPI*

*N° OIQ : 6026778*

**ISSUED FOR TENDER**

**Date: July 24th, 2020**

*NOTE: THE FRENCH VERSION PREVAILS OVER THE ENGLISH VERSION*

**Ref.N° 2016.275**

**July 24<sup>th</sup>, 2020**

1

\\svr-01\Bibliothèque\dossiers\_16\16.275\_J-FLemay (Lennoxville)\2020 Suite du projet\Documents de travail\20200724 Agricultural specifications for the deconstruction-dismantling of silos and reconstruction of the storage unit.docx

## Table of contents

<b>Summary of works</b> .....	<b>5</b>
Section 01 11 00 .....	5
Targeted work of the contractual documents.....	5
Contract documents .....	5
Work executed by third parties.....	7
Construction schedule .....	7
Unforeseen work .....	8
Task execution order, global demolition project .....	8
Use of site by Contractor .....	9
Owner occupation of site .....	9
Collaboration .....	9
Required documents .....	10
<b>Work related restrictions</b> .....	<b>11</b>
Section 01 14 00 .....	11
Job site access.....	11
Usage of premises and facilities .....	11
Special requirements.....	11
Non-smoking environnement.....	11
<b>Project meetings</b> .....	<b>12</b>
Section 01 31 19 .....	12
Meetings and job site visits .....	12
Pre-work meetings .....	12
Daily reports .....	12
<b>Health and safety</b> .....	<b>13</b>
Special precautions.....	13
Health and safety.....	13
References .....	13
Documents/sample to submit.....	13
Risk evaluation.....	15
Meetings.....	15

Compliance requirement.....	15
General requirement.....	15
Responsibilities.....	16
Document display.....	16
Unforeseen circumstances.....	17
Health and safety coordonator.....	17
Site inspection and correction in case of dangerous situations.....	18
Explosive devices.....	18
<b>Regulatory requirements.....</b>	<b>19</b>
Section 01 41 00.....	19
Codes, norms and other reference documents.....	19
<b>Quality control.....</b>	<b>20</b>
<b>Section 01 45 00.....</b>	<b>20</b>
<b>Inspection.....</b>	<b>20</b>
<b>Independant testing and inspection organization.....</b>	<b>20</b>
<b>Worksite visit, quality control and inspection from Engineering Professional.....</b>	<b>20</b>
<b>Worksite installations.....</b>	<b>21</b>
Section 01 52 00.....	21
Temporary equipment and services.....	21
Noise control and Disturbance.....	21
Documents and sampling to submit.....	21
Installation and removal of material.....	21
Security and protection fences.....	21
Scaffoldings.....	21
Lifting material.....	22
Storage and loading site.....	22
Jobsite parking.....	22
Snow removal.....	22
Temporary utility services.....	22
Office.....	22
Material and tools storage.....	22
Sanitary installation.....	22

---

Traffic maintenance and protection.....	23
Limits and Locations .....	23
Sub-soil conditions.....	23
Cleaning .....	23
Temporary measures for erosion and sediments .....	23
<b>Annex 1 .....</b>	<b>25</b>
Electric Specifications AAFC – Conduits Specification .....	25
<b>Annex 2 .....</b>	<b>29</b>
Electric Specifications AAFC – Wires and Cables specifications .....	29
<b>Annex 3 .....</b>	<b>32</b>
Swine complex – Biosecurity et Danish entry .....	32
<b>Annex 4 .....</b>	<b>35</b>
AAFC. Execution specification and project close-out requirements .....	35

## Summary of works

### Section 01 11 00

#### Targeted work of the contractual documents

1. The work of this contract includes the site preparation, the dismantling of the gestation cages as well as the modification of the C-104 room, including: evacuation of manure, concrete gutter, concrete floor, installation of the equipment and their start-up, electricity and plumbing. The drawings illustrate the demolition and reconstruction work.
2. The Contractor shall present the method of deconstruction and demolition. Alternate methods can be presented after revision and approval during the tendering process. Sufficient information shall be presented by the Contractor, by electronic format, at most 10 days prior to commencing with work.
3. The Contractor shall supply training periods to the staff of the Owner for the proper use of the facilities.
4. Demolition and construction permits shall be obtained by the Owner.
  - a. The present document is not exhaustive and only describes a summary of the work to be planned. Also, the following sections are not limited to the mentioned elements, but also includes all of the materials and the standard use relevant to the work executed by the Contractor, unless specifically excluded.
  - b. The Contractor shall supply et pay the labour, the products, the tools, the construction material, the lighting, the transportation and other services and facilities necessary for the execution of the work in accordance with the contract.

#### Contract documents

1. The original building construction drawings as well as the structures to be deconstructed are to be provided in electronic format PDF, as reference. The table of contents of the drawings shall be used as reference for referral back to the original document, numbered with the building (or structure) as well as the drawing sheet.

2. Building modification drawings by Consultants Lemay & Choinière Inc. :

Drawing #	Description
P1	Aerial photograph and floor plan of building "C"
P2	Photographs of the existing building
P3	Floor plan and cross-sections of the existing and projected elements
P4	Floor plan and cross-sections of the existing and projected gutters
P5	Floor plan of the equipment
P6	Schematic electrical layout
P7	Electrical specifications
P8	Concrete specifications

**List of specifications**

Performance specifications – Equipment for the free gestation housing, room C-104

Agricultural specifications for the deconstruction-dismantling of the equipment for the modification of the swine gestation C-104 as free gestation housing with feeding stations

**Review of drawings, specifications and site visits**

- a. Before signing their quote, the Bidder shall take notice of the general and complementary conditions of the current project, as well as all the drawings and specifications and addendas, in order to adequately evaluate the scope of the work and the quality of the materials to be used.
- b. The Bidder has the responsibility of enquiring the condition of the site where the work will be executed, the nature of the work to be executed as well as the requirements of the contract and its execution. The Bidder shall study the drawings and specification in order to take into account all local conditions that can affect the execution of the contract as described in the tender documents. If the Bidder notices mistakes or omissions of the drawings or specifications, he shall immediately inform the Professional in order for him to make the necessary corrections. By the deposition of his bid, the Bidder recognizes having taken into account the documents of the call for tender and accepts the terms, responsibilities and conditions.



### Work executed by third parties

1. The Owner can award additional contracts to different Contractors by means of distinct contracts certain work not included in this contract.
2. The Contractor shall coordinate his work with that of other Contractors et assure the connections where indicated in the contractual documents. If the execution or the result of a part of the work included in this present contract are dependent of the work from another Contractor, report in writing without delay to the Owner all irregularities or all defects which can generate problems for the adequate execution of work.
3. The Contractor shall provide to other Contractors the required assistance and services which he normally provides to his sub-contractors and will take on the responsibilities of the Prime Contractor (labour), as defined in the Act respecting occupational health and safety (Loi sur la santé et sécurité au travail)

### Construction schedule

1. The anticipated stages for the project are the following:

Stages	Date
<b>Contractor site visit, call for tender</b>	
<b>Time limit for tendering</b>	
<b>Opening of tenders</b>	
<b>Award of contract</b>	
<b>Mobilization of the Contractor, beginning of work</b>	Day 1
<b>Dismanteling of the equipment, removal of the concrete slats, outdoor storage</b> – Phase 1	Day 5
<b>Demolition of the walls and the concrete floors, repair and construction of room C-104</b> – Phase 1 – Phase 2: coordination of the installation by the contractor – equipment	
<b>End of work on building and start-up</b>	Day 60

2. The Owner reserves the right to modify the above-mentioned schedule.
3. In case the Contractor does not deliver the work according the schedule of this contract and/or revised by modification, the Owner can hold the Contractor responsible of the damages and supplementary costs that he had to incur, notably for the storage of his production in temporary spaces.

### Unforeseen work

1. Relating to unforeseen work, there is the possibility of encountering contaminated materials. If required, follow the appropriate recommendations of the health and safety standards at work. The risk shall be evaluated and the extend of the supplementary work shall be defined by the Owner, if required.

### Task execution order, global demolition project

1. The construction schedule is required with the tender. The schedule shall be in accordance with the required completion of work as specified by the documents supplied by AAFC.
2. The schedule shall be updated every month to reflect precisely the actual progress and state of the project. Work shall be completed according to the approved schedule.
3. When delays are reported, the Contractor shall take all required means, including supplementary hours to make up for lost time, without additional expenses to the Owner.
4. It is the full responsibility of the Contractor to respect the work schedule despite all consultation with the Owner, the project manager or the Professional.
5. All purchase orders shall be processed in a timely fashion so that the project schedule is entirely respected.
6. The main project schedule items are:
  - a. Preparation et submittal of work plan and schedule for revision by the Owner.
  - b. Set up of required installation including all temporary supports on site.
  - c. Conducting and coordinating meetings.
  - d. Preparation of the plans required for the redirecting and elimination of waste, either by agreement or contract.
  - e. Responsible demolition procedures and recycling shall be implemented during the entirety of the project.
  - f. Coordinate start-up testing in order to prove the adequate functioning of the equipment by the suppliers.
  - g. The construction site shall be clean at the end of the work.
  - h. Start up with the team of the Owner and their training are included.

### Use of site by Contractor

1. Coordinate the access and the use of the facilities with the Owner. Zones shall be put at the disposal for the sorting and the recuperation or recycling of the materials.
2. Fences shall be used to determine and separate the demolition area and the construction area from the other areas of normal use of the facilities. There shall be no restrictions within the fenced area which are secured and controlled by the Contractor. The Contractor is responsible of constructing, maintaining and removing the fences. The Contractor is to provide all the fences and security devices necessary and adequate to ensure the site's security and he is to control the job site's access with all the necessary diligence.
3. The present work must be carried out in a way as to always keep the existing building protected from damaged caused by demolition.
4. Remove or modify the existing structure in order to avoid damaging the parts that will stay in place.
5. Always maintain a work site's access to allow emergency services.
6. Ensure work site zones are cleared from snow (inside the secured site). The Owner is to decide where the snow is to be piled.

### Owner occupation of site

1. The Owner is to occupy the other parts of the facilities during the entire work duration.
2. The existing building is to stay operational during the entire work duration, that is 24 hours per day and 7 days a week. This is an essential condition: as such, the users' activities must not be disrupted.
3. Collaborate with the Owner in order to reduce conflicts and facilitate his usage of the site.

### Collaboration

1. The Contractor must, during the work process, comply to the execution hours, the work schedule order and other similar measures.
2. To that end, the Contractor is also responsible of maintaining the services and necessary work. He must permit site access to personnel and vehicles hired for the work execution and to all personnel that is working on, or close to the work site.
3. Workshop drawings:
  - a. The Contractor specialised in swine equipment must provide an installation drawing.
  - b. A standard drawing is provided in the tender plans.
  - c. The Equipment-Contractor must provide a workshop equipment drawings for coordination and electrification.

---

### Required documents

1. An example of the following documents must be kept on the job site at all times:
  - a. Contractual drawings.
  - b. Specifications.
  - c. Copy of the approved work schedule.
  - d. Health and safety standards at work documents and other security related documents.
  - e. Environment protection plan.

*END OF SECTION*

## Work related restrictions

### Section 01 14 00

#### Job site access

1. The ins and outs of the different deconstruction and reconstruction work zones must be controlled to limit non-authorized personnel and vehicles to dangerous conditions.
2. Selling recycled material and construction material is forbidden.
3. Work hours are 7 h to 17 h.

#### Usage of premises and facilities

1. Work must be executed without disrupting the normal site activities. To this effect, necessary arrangement must be taken with the Owner to facilitate the work that must be executed.
2. Maintaining the existing services and ensure access to the job site for personnel and vehicles.
3. When security is reduced because of work load, plan temporary measures to ensure security of personnel and goods on job site.
4. The Contractor is to provide sanitary installations for his personnel and ensure maintenance of the installations.
5. Protect job site with temporary measures, until permanent closures are installed. The storage fences on the job site must be provided by the Contractor
6. The Owner will provide water access in the feed preparation room. The Contractor must provide hoses and piping to supply the job site.
7. Parking available, refer to drawings.
8. Working area
  - Ground restauration, ready to sow
  - Grass from AAC

#### Special requirements

1. Ensure that the Contractor's personnel, working on the job site, are aware of and respect the regulations, especially fire regulations, traffic and Security at work.
2. Stay in the work limits and access roads.
3. Follow biosecurity guidelines, annex 3.

#### Non-smoking environnement

1. Respect the non-smoking instructions. It is strictly forbidden to smoke inside all working areas.
2. Restrictions concerning smokers as well as municipal guidelines are to be enforce.

**END OF SECTION**

## Project meetings

### Section 01 31 19

#### Meetings and job site visits

1. Job site meetings will be held once a week for the deconstruction phase and every two (2) weeks or following the Professional's established schedule, for the continuation. The Contractor must be represented at all meetings, as well as any Subcontractor that the Contractor judges required. The Owner and the Professional are notified of the meetings and can assist if needed. The reports or meeting minutes are written by the Professional and distributed to all concerned parties.
2. The Contractor is to hold meetings with his Subcontractors and the Owner's Contractors when needed. The Contractor is to advise the Professional of the meetings and write the reports or meeting minutes for distribution to the concerned parties.
3. A meeting room will be made available by the Owner for all meetings.
4. The representatives for the Contractor, Subcontractors and suppliers that are taking part in the meetings, are capable and authorised to intervene in the names of the parties they are representing.

#### Pre-work meetings

1. Organise a pre-work meeting in order to discuss the administrative procedures and to define each party's responsibility. Attending the meeting is the main representative for the Owner, the Contractor, the Subcontractor-silo, the Subcontractor-equipment, the Professionals and the main suppliers.

#### Daily reports

1. The Contractor is to supply a report to the Work Master at the end of each shift, before leaving the premises. The report must include the work status, the temporary measures in place that require special attention from users, and all other extra precautions in place that users will need to be made aware of during opening hours.

*END OF SECTION*

## Health and safety

### Special precautions

1. Some of the material used contains crystalline silica (cement, bricks, mortar). Limit silica dust to a minimum.
2. In cases where silica dust is produced, it is necessary to wear a minimum grade N-95 mask.
3. Never sweep crystalline silica dust.

At that effect, the workers that are exposed to Crystalline silica must have received the necessary training as prescribed by the Safety code for the construction industry, S-2.1, r.

### Health and safety

1. The Contractor must always consider safety, Public safety and labour safety before cost and schedule.

### References

1. Canada Labour Code, part II, Occupational health and Safety.
2. Workplace hazardous materials information system (WHMIS) /Health Canada.
  - a. Identification bulletin (IB).
3. Province of Quebec
  - a. Act respecting occupational health and safety (L.R.Q., c. S-2.1)
    - Safety Code for the construction industry (c. S-2.1, r.6)
  - b. Environment quality act (L.R.Q., c Q-2)
    - Regulation respecting hazardous materials (c.Q-2, r. 15.2)
    - Regulation respecting halocarbons (c. Q-2, r 15.01)
4. Gouvernement of Canada
  - a. Canadian Environmental Protection Act. (DORS/2008-278)
5. Canadian Standards Association (CSA)/CSA International.
  - a. CSA S350, Code of Practice for Safety in Demolition of Structures.

### Documents/sample to submit

1. Submit, ten (10) days after the intent to execute order and before workforce is mobilized, and Health and Safety plan established especially for the construction site, including the following elements:
  - a. Results of the safety risk evaluation for the construction site.
  - b. Results of the health and safety risks or dangers associated with each task and with each action listed in the work plan.
2. Submit to Owner, the fully completed inspection sheet, at Owner's specified interval.

3. Submit to Owner, within 24 hours, a copy of all inspection report, correction or recommendation notice issued by Federal or Provincial inspectors.
4. Submit to Owner, within 24 hours, an investigation report in case of an accident that resulted in injuries and all incident that exposed danger.
5. Submit all identification bulletins (IB) compliant with WHMIS — Hazardous materials, at least three (3) days before materials are to arrive on site.
6. Submit to Owner, copies of all training certificate required for the safety program enforcement, particularly:
  - a. Health and safety on construction sites.
  - b. Health and safety Manager.
  - c. First aid and cardiopulmonary resuscitation (CPR) at the workplace.
  - d. Individual protection gear.
  - e. Forklift.
  - f. Positioning platform.
  - g. All other requirements of regulations and safety program applicable.
7. Emergency plan: The emergency plan is to be submitted at the same time as the health-safety plan for each construction site. Comments will be given to the Contractor no more than five (5) days after reception. Revisions and corrections must be submitted back to the Owner, no more than five (5) days after receiving the Owner's observations and comments.
8. Construction site opening notice: a notice of opening must be submitted to the « Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) » before work starts. A copy of the notice must be presented to the Owner at the same time and another copy must be displayed at the jobsite. During demobilisation, a closing notice must be submitted to CNESST with a copy to the Owner.
9. Drawings and conformity certificates: Submit to the CNESST and to the Owner, a signed copy, sealed by an Engineer, of all drawing and conformity certificate required by the Safety Code for the construction industry (S-2.1, r. 6) or all other law or regulation or all other clause in the specifications or this present contract. Copies must be available on the jobsite at all time.
10. Conformity certificate delivered by CNESST: The Conformity certificate is delivered by the CNESST that confirms the Contractor is in good standing with the CNESST. The certificate must be given to the Owner upon work completion.
11. Revision by Owner of the Contractor's health and safety plan is not, in any mean, an approval and does not diminish the Contractor's global responsibility regarding Labour's health and safety global aspects.



### Risk evaluation

1. The Contractor must evaluate safety risks on the jobsite regarding the execution of the scheduled work.
2. The Contractor must organize and plan the work load in order to eliminate danger and promote mutual protection in order to minimize the usage of individual protection gear. When individual protection gear is necessary, workers must use a safety harness that answers CAN-CSA-Z-259.10 standards. Safety belts are not to be utilized to prevent falls.
3. Protection equipment, tools and equipment that cannot be installed or used without compromise workers and public's health and safety will be deemed inadequate for work execution.

### Meetings

1. Organise and health and safety meeting with the Owner before work starts and ensure the meeting's leadership. The different safety aspects are reviewed at every meeting following the work progress.
2. The Contractor's decision-making representative, must assist at meetings discussing site safety and health questions.

### Compliance requirement

1. Conform to all laws, regulations and standards, applicable to the jobsite and its activities.
2. Conform to establish standards and regulations to ensure operational safety on sites containing toxic or hazardous materials.
3. Regardless of the issued date indicated on the Safety Code for the construction industry, always use the most recent version.

### General requirement

1. Recognize and undertake all tasks and obligations that usually behove the Contractor in regards to the Act respecting occupational health and safety (RLRQ., chapitre S- 2.1) and the Safety Code for the construction industry (S-2.1, r.6).
2. Develop a safety program specified for the job site regarding the identified risks and enforce it for entire project duration.
3. Conform to establish standards and regulations to ensure operation safety on the sites that contain toxic or hazardous materials.
4. Regardless of the issued date indicated on the Safety Code for the construction industry, always use the most recent version.
5. Develop a safety program specified for the job site regarding the identified risks and enforce it for entire project duration. The safety program must include all the information and must be submitted to all parties. At the least, the safety program for each site must include:
  - a. The company's health-safety guidelines.
  - b. Work description, calendar and labour curve predicted.
  - c. Health-Safety managers Diagram.
  - d. The physical and material site layout.
  - e. First aid and first responders' standards.
  - f. Risk identification specific to the jobsite.

- g. Risk evaluation for tasks to perform, including preventive measures and their application.
  - h. Training requirements.
  - i. Procedures in case of accident or injury.
  - j. The commitment from all parties to comply with the health-safety prevention program.
6. The Contractor must draw up an efficient emergency plan based on the characteristics and constraint of the jobsite and its surroundings. Submit the emergency plan to all involved parties. The emergency plan must include:
  - a. Evacuation procedure.
  - b. Ressources identification (police, fire department, ambulance service, etc.).
  - c. Site managers identification.
  - d. First aid responders identification.
  - e. Required training for emergency plan enforcing managers.
  - f. Any other necessary information, regarding the site characteristics.

### Responsibilities

1. Regardless of the construction jobsite size or the number of labour present, on the job site, designate a competent person to watch over and take responsibility for the health-safety aspects. Take all necessary measures to ensure the health and safety of people and property inside or in the surroundings of the jobsite, that could be affected by the work.
2. Take all necessary measures to ensure that health and safety guidelines from the specifications, Federal and Provincial laws and regulations, as well as regulations and programs for each site, are applied and respected, at all times.

### Document display

1. Take all necessary measures to allow an efficient communication on health and safety guidelines in force on site. As soon as they arrive on site, all workers must be informed of their rights and obligations regarding health and safety issues specific to the work site. The Contractor must insist on the labour rights to refuse tasks that could endanger their health, safety or physical integrity or any other person on site. The Contractor must keep and update a written report including all transmitted information and signatures of affected workers.

2. The following information and documents must be displayed in an easy access location for all workers:
  - a. Site opening notice.
  - b. Identification of on-site main Contractors.
  - c. Company's labour health and safety politic. (LHSP).
  - d. A health-safety program specific to the site.
  - e. An emergency plan.
  - f. Identification bulletins (IB) for all hazardous material used on site.
  - g. Meeting minutes of all health-safety related meetings.
  - h. Names of the site's comity representatives.
  - i. Names of First aid qualified personnel.
  - j. Action reports and correction reports issued by CNESST.

#### Unforeseen circumstances

1. Each time an unforeseen source of danger occurs, work must be suspended, immediate temporary measures must be established to protect personnel and the public and the Owner must be informed, verbally and in writing. The Contractor must then, modify and update the health-safety program specific to the site, in order to restart the work process in a safe matter.

#### Health and safety coordonator

1. Security agents are to be named at the beginning of the work process, following the Safety Code for the construction industry (S-2.1, r. 6), sections 2.5.3 et 2.5.4. Security agents must have the necessary authority to perform this duty, including stopping the work schedule for health-safety reasons.
2. Chosen personnel must:
  - a. Possess a practical knowledge of health-safety regulations on agricultural jobsites.
  - b. Develop and broadcast a safety orientation program for all site workers.
  - c. Ensure that all workers admitted on the jobsite has taken notice of the health-safety orientation program and met all the training requirement applicable to the program for the specific site.
  - d. Inspect all work and ensure compliance with all specifications and health-safety program regulations, specific to each site.
  - e. Keep a daily journal of the company's actions and remit a written copy to the Owner each week.

### Site inspection and correction in case of dangerous situations

1. Inspect and fill out the inspection sheet on site at least once a week.
2. Take all necessary measures to correct failures to comply to legislative requirement, regulations or dangers identified by a Government inspector, the Owner, the on-site health-safety coordinator or during a routine inspection.
3. Submit to the Owner all measures taken to correct failures to comply and dangerous situations.
4. Give to the safety agent, or if not available, to the site health-security manager, full authority to order interruption and go ahead of the work schedule, if he deems necessary or in the health and safety interest. The agent must always value the health and safety of the labour and the public and the protection of the environment, before cost and work deadlines.
5. Without limitation to articles 1.8 et 1.9, the Owner can order interruption of work schedule if, he consider that health and safety of the personnel, the public or the environment is threatened.

### Explosive devices

1. Usage of drop-hammers and other explosive devices must be authorised by Owner.
2. All personnel that uses a hammer must possess a training certificate and answer to all article 7 of the Safety Code for the construction industry (S-2.1, r. 6) regulations.
3. All other explosive devices, must be used by following the Manufacturer's instructions and following applicable norms and regulations.

**END OF SECTION**

## Regulatory requirements

### Section 01 41 00

#### Codes, norms and other reference documents

1. Work schedule must be executed in accordance to:
  - a. National Building Code (NBC), last edition.
  - b. National Farm Building Code of Canada (NFBC), last edition.
  - c. Canadian Environmental Protection Act, latest edition.
  - d. Environment quality act of Quebec (L.R.Q., c Q-2), latest edition.
2. The works must satisfy or exceed the following documents requirements:
  - a. Contractual documents.
  - b. Norms, codes and other prescribed reference.

*END OF SECTION*

## Quality control

### Section 01 45 00

#### Inspection

1. Concrete work must be submitted to CSA A23.1 inspection.
2. If the Contractor covered or permitted coverage of a work area before it was submitted to inspections, approving or special required tests, he must uncover the work area questioned and see that the inspections and tests required by the competent authority and then replace the work area in its initial state.
3. The Owner can order inspections on any parts of the work site, if compliance of contract documents is doubted. If upon inspection the works are declared non compliant to the contract documents, the Contractor must take necessary measures to bring work up to standards specified in the contract documents and bear the inspection and repair costs.

#### Independent testing and inspection organization

1. Provide required material for designated organization taking care of the Owner's testing and inspections.
2. Using testing and inspection organization does not release the Owner of his obligation to execute the work compliant with contract documents requirements.
3. If defects and/or imperfections are noted during testing and/or inspections, the independent organization will request additional testing and/or inspections to confirm seriousness of noted defects. The Contractor will have to correct said defect and/or imperfections at no additional cost for the Owner. The Contractor will also have to bear the expenses of the additional testing and/or inspections required after the defect and/or imperfections are repaired or corrected.

#### Worksite visit, quality control and inspection from Engineering Professional

1. Consultants Lemay & Choinière inc. assures professional services, offsite surveillance and /or worksite inspection.
2. The Contractor must coordinate the worksite surveillance with Consultants Lemay & Choinière inc. and the Owner to reflect the work schedule and establish the worksite visits and inspections. The concrete pouring schedule must be available 3 days ahead.
3. The compaction testing, steel verifications and concrete testing are completed by AAC and an independent laboratory.
4. Equipment's last verification is done by Consultants Lemay & Choinière inc.
5. Surveillance programs and inspection are at the Owner's expense.
6. The Contractor and the equipment Suppliers are responsible for calibration and start-up of the equipment. The Contractor must submit a start-up report 3 open days before Consultants Lemay & Choinière's visit.

**END OF SECTION**

## Worksite installations

### Section 01 52 00

#### Temporary equipment and services

1. During the duration of the work schedule, the Contractor must provide the worksite with and bear the cost of all installations necessary to the adequate running of operations, such as, water, lighting, heating, electricity, phone etc., unless specified in the contract documents.

#### Noise control and Disturbance

1. The Contractor must try to execute work schedule, creating as little disturbance to the Owner, his personnel, his activities, the neighbours and the general public, by following the municipal decree. The Contractor will L'Entrepreneur doit, dans l'exécution des travaux, déranger le moins possible le Propriétaire, son personnel, ses activités, les propriétaires voisins et leurs locataires et le public en général et se conformer aux décrets municipaux à cet égard. The Contractor shall hold the Owner and all of their agents free from any action caused by noise and disturbances or from any claim arising therefrom.

#### Documents and sampling to submit

1. Prepare a site organization plan.
2. Identify site security, including the type, placement, dimensions and proposed calendar for the constructing and deconstructing of the security fences.
3. Identify the zones that will be utilized by the Contractor, the number of trailers that will be use, access and exit roads from the fenced zone.
4. Identify the zones that will need gravel to minimize mud accumulation on site.
5. Identify additional zones for transit or other if necessary.

#### Installation and removal of material

1. Supply, implement or arrange jobsite installations in order to start work schedule as soon as possible.
2. Remove material when no longer necessary.

#### Security and protection fences

1. Supply a site security service and acces control to worksite during the complete duration of the work schedule.
2. The work zone and all other zones relating to the jobsite, must be separated for normal research center activities by a fence.

#### Scaffoldings

1. Scaffoldings: CAN/CSA-S269.2 compliant.
2. Supply and maintain scaffoldings, acces ramps, ladders, flying scaffoldings, platforms and temporary staircases, necessary. Compliant with 01 35 30 — Health and safetylevage.

### Lifting material

1. Supply and install necessary winches for labour, material and equipment movement and, ensure maintenance and maneuver.
2. Winches maneuver must be entrusted to qualified workers.

### Storage and loading site

1. Limit labour work and operations to contract documents. Do not obstruct sites with material
2. Do not load or let load parts of the work by weight or force that would damage the work.

### Jobsite parking

1. Parking on the farm may be use with authorisation from reception.
2. It will be permitted to park on the jobsite inside, the gated working area, if it does to not obstruct work.
3. Ensure maintenance of job site access roads.

### Snow removal

1. Snow must be removed inside and outside all gated work area, including parking and construction area. The Owner will provide with a area where snow can be piled if necessary.

### Temporary utility services

1. Provide necessary temporary utility services to permit work execution as soon as possible. Bear the cost of installation, maintenance and removal.
2. The Owner provides to the Contractor an electric connection.
3. Take necessary water supply arrangement with the Owner.
4. Provide necessary temporary heating and ventilation required during the work period. Ensure maintenance and fuel necessary.
5. Supply temporary telecommunication installations.
6. Supply Fire protection material required by insurances, codes and regulations and ensure maintenance.
7. Remove above mentioned material once work is completed.

### Office

1. The Owner provides only a meeting room. If the Contractor, bears the cost of a trailer if required by workers.

### Material and tools storage

1. Provide sheds against bad weather, for material and tools storage purposes. Sheds are to be kept clean and in good order.
2. Material that does not need protection against bad weather can be kept outside. Ensure that they are not in the way and do not interfere with work.

### Sanitary installation

1. The Contractor is to provide sanitary installations.



### Traffic maintenance and protection

1. If required, arrange temporary access roads and deviation roads in order to maintain traffic.
2. Maintain and protect traffic on affected roads during work, unless specified otherwise by Owner.
3. The Contractor's rolling stock that comes in and out of jobsite, must not interfere with traffic.
4. Ensure that existing access roads weight limit are adequate. It is the Contractor's responsibility to repair any damaged access road at the end of the work schedule, if necessary.
5. Provide necessary lighting, traffic signs, gates and markings for safe traffic flow.
6. Take necessary measures for dust suppression to ensure safety on jobsite.
7. Placing, slope, width and course of access roads and travelling roads on jobsite are subject to Owner's approval.
8. Lighting must ensure complete visibility on the complete jobsite road network and working areas.
9. Provide snow removal during work period.

### Limits and Locations

1. The Contractor is responsible for preservation of limits and exact location for building as prescribed by the professional's drawings and levels. He is to have verified and approved by the Professional the location before starting work.

### Sub-soil conditions

2. The Contractor must promptly inform the Professional and the Owner, in writing, if sub-soil conditions are substantially different than the ones described at the time of tendering.

### Cleaning

1. Remove from jobsite debris, garbage and packaging material.
2. Remove dust and mud from asphalted roads.
3. Store in adapted containers recyclable materials during demolition.
4. Do not store new and recycled material inside jobsite.
5. The Contractor must dispose of materials in a safe and organized matter.
6. The Contractor must, at all times, keep jobsite in good, clean order and free of debris.
7. The Contractor is responsible for removal of water, snow, ice and all other materials that could disturb work.
8. At the end of the project, the Contractor must remove excess material, and supplies, temporary equipment, other than the Owner's, and leave the jobsite clean and in good order for immediate possession.

### Temporary measures for erosion and sediments

1. Put in place temporary measures in order to prevent erosion and sediment deposit, to avoid lost of soil, rain water run off, wind erosion and soil deposit on walking paths and neighboring property. These measures must comply with site authorities.

2. Avoid leaving exposed ground to prevent erosion and put in place measures to avoid soil displacement in drainage ditch or other water stream.
3. Inspect temporary measures and ensure repairs, if necessary, until permanent vegetation is well established.
4. Remove erosion prevention measures, and replace and stabilize disturbed surfaces during work schedule.

*END OF SECTION*

# Annex 1

## Electric Specifications AAFC – Conduits Specification

## **SPECIFICATIONS FOR ELECTRICAL CONDUITS**

### **1 GENERAL**

#### **1.01 REFERENCE STANDARDS**

- .1 Canadian Standards Association (CSA)/CSA International
  - .1 CAN/CSA-C22.2 No. 18, Outlet Boxes, Conduit Boxes, Fittings and Associated Hardware, National Standard of Canada
  - .2 CSA C22.2 No. 211.2, Rigid PVC (Unplasticized) Conduit
  - .3 CAN/CSA-C22.2 No. 227.3, Nonmetallic Mechanical Protection Tubing (NMPT), National Standard of Canada

#### **1.02 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Product data: Submit manufacturer's printed product literature, specifications and datasheets.

### **2 PRODUCTS**

#### **2.01 CONDUITS**

- .1 Flexible PVC conduit: Compliant with CAN/CSA-C22.2 No. 227.3

#### **2.01 CONDUIT FASTENINGS**

- .1 One-hole PVC straps for securing exposed conduits with a nominal diameter of 50 mm and smaller
  - .1 Two-hole steel straps for securing conduits with a nominal diameter greater than 50 mm
- .3 Channel type supports for two or more conduits at 2 m on centre
- .4 Threaded rods, 6 mm diameter, to support suspended channels

#### **2.02 CONDUIT FITTINGS**

- .1 Fittings: Manufactured for use with conduit specified. Coating: same as conduit
- .2 Factory "ells" where 90-degree bends are required for conduits 25 mm and larger

#### **2.03 EXPANSION FITTINGS FOR RIGID CONDUIT**

- .1 Weatherproof expansion fittings with internal bonding jumper suitable for 100 mm linear expansion
- .2 Watertight expansion fittings with integral bonding jumper suitable for linear expansion and 19 mm deflection
- .3 Weatherproof expansion fittings for linear expansion at entry to box

## **2.04 FISH CORD**

- .1 Polypropylene, tensile strength of 5 KN

## **3 EXECUTION**

### **3.01 MANUFACTURER'S INSTRUCTIONS**

- .1 Compliance: Comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and data sheet.

### **3.02 INSTALLATION**

- .1 Install conduits to conserve headroom in exposed locations and cause minimum interference in spaces through which they pass.
- .2 Install surface conduits, except in sector F of the building and in the Danish entries of the complex.
- .3 Use rigid PVC conduit, unless otherwise indicated.
- .4 Use liquid tight flexible metal conduit for connection to motors or vibrating equipment.
- .5 Use explosion-proof flexible connection for connection to explosion-proof motors.
- .6 Install conduit sealing fittings in hazardous areas.  
Fill with compound.
- .7 Minimum conduit size for lighting and power circuits: 19 mm.
- .8 Install fish cord in empty conduits.

### **3.03 SURFACE CONDUITS**

- .1 Run conduits parallel or perpendicular to building lines.
- .2 Locate conduits behind infrared or gas-fired heaters with 1.5 m clearance.
- .3 Run conduits in flanged portion of structural elements.
- .4 Group conduits wherever possible on suspended and surface channels.
- .5 Do not pass conduits through structural members except as indicated.
- .6 Do not locate conduits less than 75 mm parallel to steam or hot water; leave at least 25 mm of clearance at crossovers.

### **3.04 CONCEALED CONDUITS**

- .1 Run conduits parallel or perpendicular to building lines.
- .2 Do not install horizontal runs in masonry walls.
- .3 Do not install conduits in terrazzo or concrete toppings.

### **3.05 UNDERGROUND CONDUITS**

- .1 Install sloping conduits to ensure water drainage.

### **3.06 CLEANING**

- .1 Perform cleaning work in accordance with Section [01 74 11 - Cleaning].
- .2 On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

**END OF SECTION**

## **Annex 2**

### **Electric Specifications AAFC – Wires and Cables specifications**

## 1 GENERAL

### 1.01 PRODUCT DATA

- .1 Submit the required product data.

### 1.04 TRANSPORT, STORAGE AND HANDLING

- .1 Packaging waste management: Recover packaging waste for reuse in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

## 2 PRODUCTS

### 2.01 BUILDING WIRES

- .1 Conductors: stranded for 10 AWG and larger; minimum size: 12 AWG
- .2 Copper conductors: size as indicated, with 600 and 1000 V insulation of cross-linked thermosetting polyethylene material rated RW90 XLPE

### 2.02 TECK 90 CABLE

- .1 Cables: in accordance with Section 26 05 00 - Electricity - Common Work Results for Electrical
- .2 Conductors
  - .1 Grounding conductor: copper or ACM alloy as indicated
  - .2 Supply conductors: copper or ACM alloy as indicated, of the size indicated
- .3 Insulation
  - .1 Ethylene-propylene (EP) rubber
  - .2 Cross-linked polyethylene (XLPE)
  - .3 Nominal voltage: 1000 V
- .4 Sheath: polyvinyl chloride
- .5 Shield: galvanized steel strip
- .6 Overall covering: thermoplastic polyvinyl chloride, compliant with the applicable Building Code classification for this project
- .7 Fasteners
  - .1 One-hole zinc straps to secure surface cables 50 mm and smaller. Two-hole steel straps for cables larger than 50 mm
  - .2 Channel-type supports for two or more cables, placed as indicated
  - .3 Threaded rods: 6 mm diameter to support suspended channels
- .8 Connectors
  - .1 Watertight approved for TECK cable



## **2.06 CONTROL CABLES**

- .1 Low-energy 300 V control cable: stranded annealed copper conductors sized as indicated LVT: soft annealed copper conductors, sized as indicated
  - .1 Insulation: PVC or polyethylene
  - .2 Shielding: metalized tape and wire on all conductors
  - .3 Outer container: PVC or polyethylene

## **3 EXECUTION**

### **3.01 ON-SITE QUALITY CONTROL**

- .1 Perform tests in accordance with Section 26 05 00 - Common Work Results for Electrical.
- .2 Execute insulation tests using methods appropriate to site conditions and approved by the Departmental Representative and the appropriate local authorities.
- .3 Perform tests before energizing electrical system.

### **3.02 GENERAL CABLE INSTALLATION**

- .1 Wiring in walls: Drop or loop vertically from above to better facilitate future renovations. Generally, wiring from below and horizontal wiring in walls is to be avoided unless indicated.
- .2 Branch circuit wiring for surge suppression receptacles and permanently-wired computer and electronic equipment to be 2-wire circuits only, i.e. common neutrals not permitted.
- .3 Provide numbered wire collars for control wiring. Numbers to correspond to control shop drawing legend.

### **3.03 INSTALLATION OF BUILDING WIRES**

- .1 Installing wiring:  
In conduit systems in accordance with Section 26 05 34 - Conduits, Conduit Fastenings and Conduit Fittings

### **INSTALLATION OF TECK 90 CABLES (0-1000 V)**

Where possible, group cables on channels.

- .1 Install exposed cables securely supported by straps.

### **3.08 INSTALLATION OF CONTROL CABLES**

- .1 Install control cables in conduits.
- .2 Ground control cable shield.

**END OF SECTION**

## **Annex 3**

### **Swine complex – Biosecurity et Danish entry**

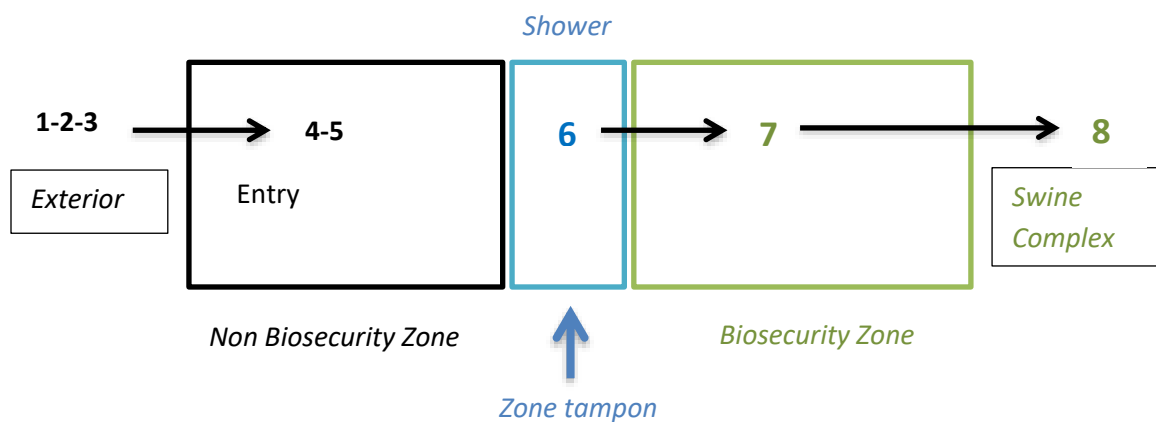
## SWINE COMPLEX: BIOSECURITY AND DANISH ENTRY

### Biosecurity objectives :

Minimise infectious transmission risk by humans. Humans are a biosanitary risk for the Swine complex, mainly as a mechanical vector transporting infectious agents, among others on their clothing.

### Procedure:

- 1- Access to the swine complex must be only by the sanitary entries (Danish), provided for that purpose.
- 2- Sign registry entering and exiting the building.
- 3- Remove boots (or shoes) and coats at the Danish entry. Leave them on the rubber mats and hooks to that effect. \*\*Do not walk beside the rubber mat with exterior shoes.



- 4- After entering the Danish entry, make sure to press the red button near the door in order to lock the entry and exit doors. A light indicator on the outside informs of your presence. Turn the door knob to deactivate the lock and exit.
- 5- Take off your clothes (socks, watch, etc.) and put them in a bin, keep only your underwear. The following installations are at your disposal: lockers, shelves, mirror.
- 6- Wash your hands all the way up to your elbows, wash thoroughly. People coming from outside must absolutely take a shower.

People that have been in contact with exterior swine within the last 48 hours, must advise the foreman before entering.

*The following installations are at your disposal: shower, sink, paper towel, body wash, shampoo and towels.*

- 7- Dress with clean socks and overall (do not keep exterior socks).

*The following articles are at your disposal on the swine side : overalls, socks, boots, latex gloves, ear plugs (if necessary).*

- 8- Give the foreman identification and reason for visit.

**\*\* Please put your working clothes and used towels in the clothes bins to that effect.**

**Procedure to move between sections within the swine complex:**

The swine complex is divided in many sections (buildings A, B, C, D, E, F, G et H). The building is built to allow closing of certain sections for different reasons: Animals from an exterior source that does not maintain the same sanitary levels, presence of sickness in a particular section, special needs for a project, etc.). Verify with the foreman if there are particularities in some sectors before entering.

When a section is close down, doors from that particular section will be closed and signs indicating the procedures to follow will be displayed on the doors. In general, the procedure is the same as when entering the swine complex, but may contain some small differences (wearing a hair bonnet, no change of socks required, shower, etc.). It is important to carefully read the signs on the Danish entry doors. Different colors overalls (identified to the section), socks and safety gear (boots, ear plugs, bonnet, latex gloves, etc.) necessary to the section are at your disposal on the other side of the Danish entry.

Thank you for your comprehension!

## **Annex 4**

### **AAFC. Execution specification and project close-out requirements**

## 01 70 00 EXIGENCES D'EXÉCUTION ET DE CLÔTURE DU PROJET

### 1. COORDINATION OF WORK

- 1.1. Coordinate the work in order to complete it on schedule, without defects.

### 2. EXECUTION

- 2.1. With respect to the installation of the specified products, follow the instructions of the technical specifications and compare them with the product manufacturers' written recommendations. In case of contradiction in the requirements, the most restrictive requirements will apply. Inform the Owner, who will make the final decision.
- 2.2. Carry out the cutting, fitting and patching necessary to complete the work.
- 2.3. Adjust the different elements so that they integrate correctly with the remainder of the work.
- 2.4. Remove or replace defective or non-compliant elements.
- 2.5. Provide openings in non-structural elements of the structure for penetrations of mechanical and electrical installations. Use methods which will not damage the other elements of the work and which will provide surfaces suitable for the patching and finishing work.
- 2.6. Fit the installation so that it is airtight to pipes, sleeves, ducts, air and electrical conduits and other penetrating components.
- 2.7. Execute the work so that it is square, straight, plumb, to the specific dimensions required and with tightly-fitting and securely-fastened joints.
- 2.8. Protect new surfaces until final acceptance.
- 2.9. Shutdown of services: Any shutdown of service (gas, water, fire alarm, ventilation, electrical) must be coordinated with the Owner.
  - 2.9.1. Gas: There is only one solenoid valve to cut off the entire supply to the building and one valve for each device. Gas cannot be cut for a room.
  - 2.9.2. Water: There is a water valve at each entrance to the premises, the Contractor must ensure at the end of the work that everything is functional and that there is no leakage due to the work carried out, for each of the sites.

### 3. CHANGES

- 3.1. The Contractor must not make any changes to the work on its own initiative. The Contractor must submit the proposed changes in writing to the Owner, along with the costs incurred where applicable.
- 3.2. The Contractor must not make any changes to the work without written authorization (binding orders or signed change orders) from the Owner or the Owner's Representative.

### 4. CLEANING

- 4.1. Maintain the site in tidy condition, free from accumulation of waste products and debris.
- 4.2. Upon substantial completion of the work, perform a summary cleaning of the surfaces; the barn staff will disinfect the rooms before animals enter.
- 4.3. The Contractor must, upon delivery of the work, ensure that the gutters are free of all solid materials that can affect the functioning of the grates.

5. MANAGEMENT/DISPOSAL OF CONSTRUCTION WASTE

5.1. General:

- 5.1.1. Remove construction debris, waste materials and packaging material from work site daily. Sort waste for reuse and recycling.
- 5.1.2. Do not dispose of waste in waterways or storm or sanitary sewers.
- 5.1.3. The Contractor shall provide its own waste (or recycling) container and dispose of all waste, materials or debris generated by the construction or its environment.

6. END OF PROJECT DOCUMENTS/MANUALS

- 6.1. Submit one (1) copy of the operating and maintenance manuals in PDF format directly to the Departmental Representative, within 30 days following the provisional acceptance of the work. Once the manual is complete and approved, give the Departmental Representative all the assembled end-of-project documents:
  - 6.1.1. Two (2) final copies (1 original + 1 copy) in hard copy;
  - 6.1.2. One (1) complete scanned copy in PDF format (USB key).
- 6.2. The information must be provided in the form of a manual in a rigid ring binder.
- 6.3. Maintenance and operation manual, including:
  - 6.3.1. Title page: Project title and client project number;
  - 6.3.2. Table of contents;
  - 6.3.3. List of all stakeholders: Owner, professionals, Contractor, subcontractors and suppliers (with their full contact details);
  - 6.3.4. Copy of the work schedule (final revision as-built);
  - 6.3.5. Copy of the General Contractor's license;
  - 6.3.6. Copy of each subcontractor's license;
  - 6.3.7. CCQ status letter regarding the General Contractor;
  - 6.3.8. CCQ status letter regarding each of the subcontractors;
  - 6.3.9. CSST compliance letter regarding the General Contractor;
  - 6.3.10. CSST compliance letter regarding each of the subcontractors;
  - 6.3.11. Letter of guarantee from the General Contractor (date of provisional acceptance);
  - 6.3.12. Letter of guarantee from each subcontractor (date of provisional acceptance);
  - 6.3.13. Letter of guarantee from manufacturers required for the main materials;
  - 6.3.14. All "approved" shop drawings during the work;
  - 6.3.15. All "approved" product data during the work;
  - 6.3.16. Colour codes;
  - 6.3.17. French operation and maintenance manual for the main materials;
  - 6.3.18. Contractor's annotated "as-built" plans;
  - 6.3.19. "Final" receipts from subcontractors and suppliers;
  - 6.3.20. Other documents required by the Owner.





AERIAL VIEW OF THE SITE  
NO SCALE

NOTE:

PROJECT: TRANSFORMATION OF THE C-104 ROOM

CONSTRAINTS:

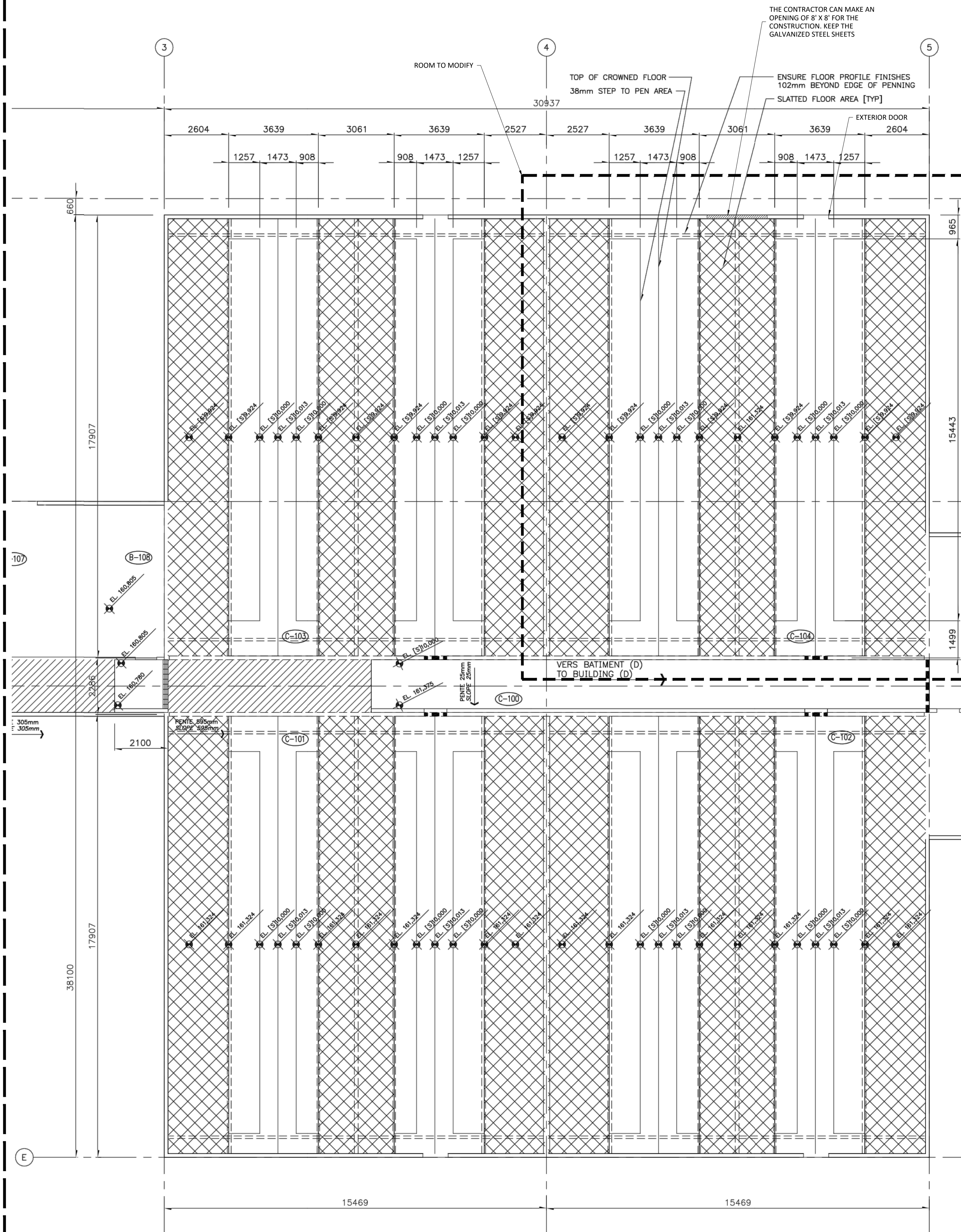
- SITE WITH A HIGH LEVEL OF BIOSECURITY
- EXECUTION ACCORDING TO AAFC STANDARDS
- EXTERIOR ACCESS AVAILABLE

CODES:

- 1995 NATIONAL FARM BUILDING CODE
- LOW HUMAN OCCUPATION
- 2010 CNBQ

STANDARDS:

- STANDARDS OF AAFC PREVAIL
- FRENCH VERSION PREVAIL



PLAN VIEW OF BUILDING "C"  
1:100  
(EXTRACT FROM DGH ENGINEERING PLANS)

**ISSUED FOR TENDER**  
DATE: JULY 24th, 2020

A: DETAIL NO  
B: SOURCE OF DETAIL  
C: ILLUSTRATED ON

NOTES:

THE CONTRACTOR IS ENTIRELY RESPONSIBLE OF ACCURATE MEASUREMENT AT THE CONSTRUCTION SITE AND OF COMPLIANCE WITH DIRECTIVES AND CONSTRUCTION PLANS.

© CONSULTANTS LEMAY & CHOINIERE INC.

THIS PLAN IS THE PROPERTY OF CONSULTANTS LEMAY & CHOINIERE INC. ALL REPRODUCTION OR COMMUNICATION CAN ONLY BE COMPLETED WITH THE PERMISSION OF CONSULTANTS LEMAY & CHOINIERE INC.

CONSULTANTS LEMAY & CHOINIERE INC. IS NOT RESPONSIBLE OF THE ZOOLOGICAL AND AGRICULTURAL PERFORMANCE OF THE CLIENT.

PRELIMINARY PLANS SHALL UNDER NO CIRCUMSTANCES BE USED FOR TENDERING OR CONSTRUCTION PURPOSES.

PLANS FOR TENDER SHALL UNDER NO CIRCUMSTANCES BE USED FOR CONSTRUCTION PURPOSES.

NO	MODIFICATION	DATE	BY	VER.
1	ISSUED FOR TENDER	24/07/2020	VC	YC

**CONSULTANTS LEMAY & CHOINIERE**

95A, Route 235, suite 200, Ange-Gardien, QC JOE 1E0  
(450) 293-8960 consultants@lemaychoiniere.com  
8278, av. Sous-le-Vent, Lévis, QC G6X 1K2  
(418) 832-4303 consultantsqc@lemaychoiniere.com

CLIENT:

**AGRICULTURE & AGRI-FOOD CANADA**  
SHERBROOKE RESEARCH AND DEVELOPMENT CENTRE  
2000, COLLEGE STREET  
SHERBROOKE (QUEBEC) J1M 0C8  
E-MAIL: frederic.tremblay3@canada.ca

PROJECT:

IN GROUP GESTATION WITH AUTOMATED ALIMENTATION

DRAWING TITLE:

AERIAL PICTURE AND PLAN VIEW OF "C" BUILDING

SCALE:

AS NOTED

PAPER SIZE:

ARCH D (24.00 X 36.00 inches)

DRAFTED BY:

VINCENT CROTEAU

VERIFIED BY:

YVES CHOINIERE, eng. agr.

DESIGNED BY:

YVES CHOINIERE, eng. agr.

FILE:

2016.275

SHEET:

P1



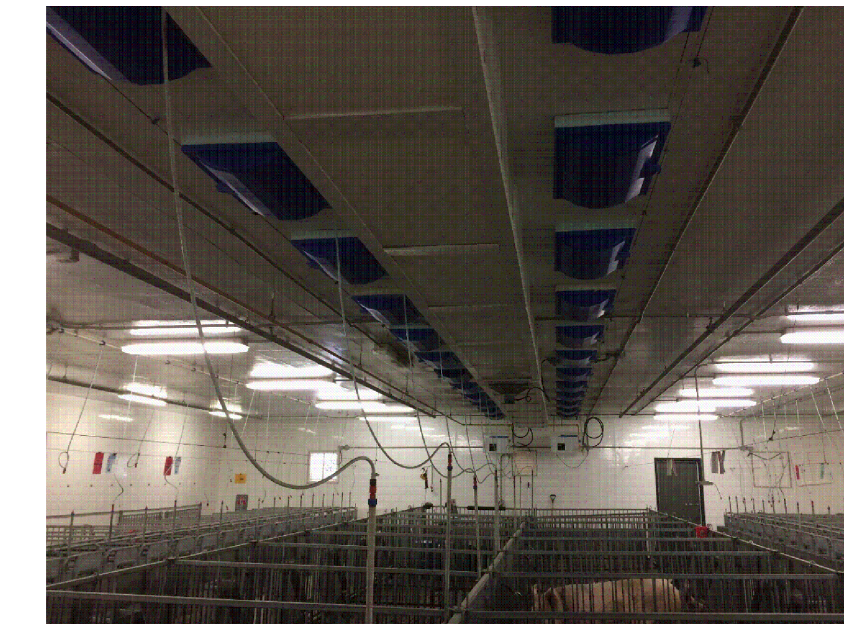
- Row 1, 25 gestation crates. Disassemble all crate from row #1
- Pens on the side of rows 2 and 3 must be dismantled
- Row 4, 25 gestation crates. Disassemble all crate from row #4
- All equipment such as barriers, fences, feeders, drinkers and other metal parts must be dismantled
- Exterior door is use for personnel and material access
- All equipment must be returned to the owner and temporarily stored in the yard
- Water drop in plastic pipe must be dismantled and must be returned to the owner
- Heating floor in the aisle between row 1 and 2 will be abandoned
- Aisle between row 3 and 4 will be demolished. Heating floor piping must be disposed.
- All equipment stored outside must be covered by a canvas or shelter.
- Contractor can make a construction opening of 8' x 8'
- No work to ceiling and on the ventilation system
- Return all equipment to the owner



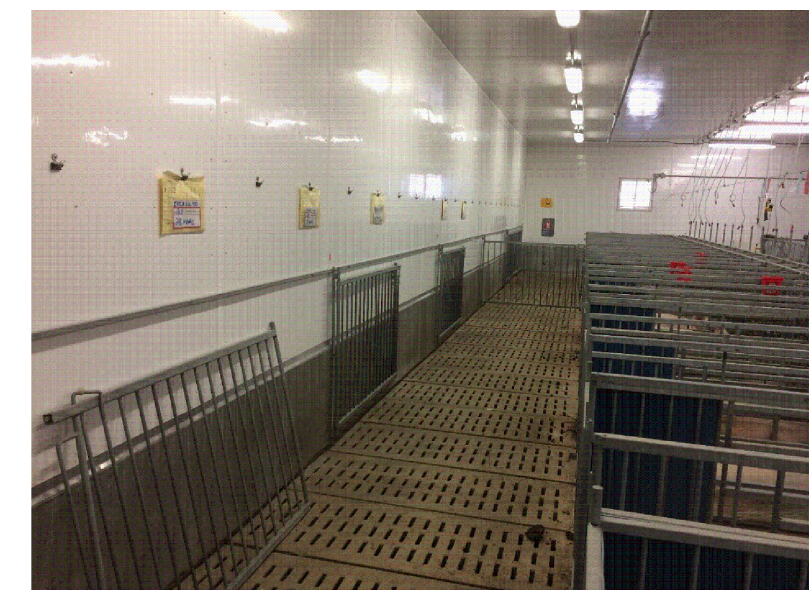
- All the concrete slats from the floors of row 1, 2, 3 and 4 must be removed and stored outside during the works
- Water line above row 3 must be dismantled. Water drop and double nipples must be kept for reuse
- Return all equipment to the owner
- No work for ventilation and heating equipment and controls



- Dismantle and keep HDPE panels for the aisles
- Dismantle all gestation crates and equipment
- Preserve water line from row 1



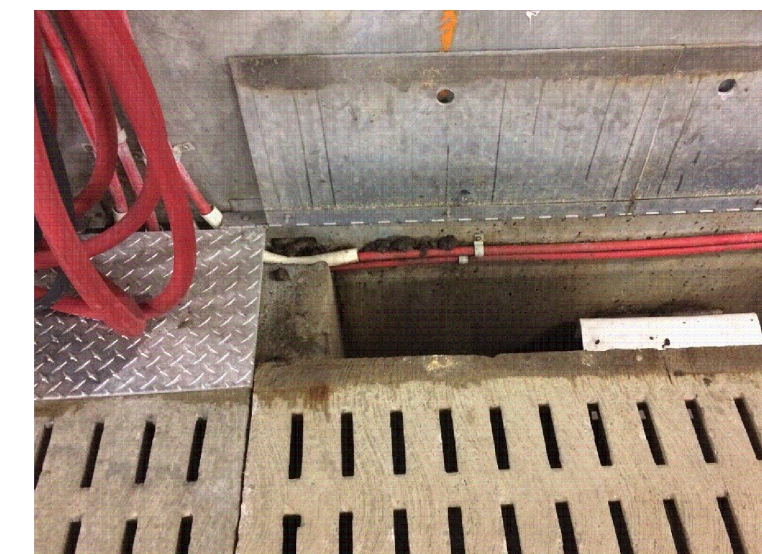
- For rows 3 and 4, dismantle water drop. Return to the owner
- Dismantle the plastic water line, preserve 2 lines for future water nipples



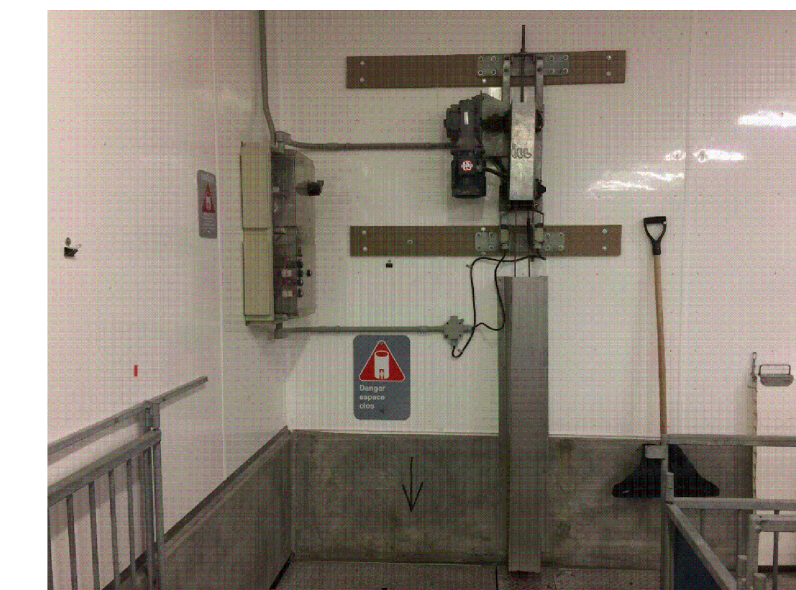
- Keep the concrete slats from the row 4
- Dismantle rear barriers and return them to the owner
- Keep the fasteners on the wall



- Water circulation system and hot water equipment from the 2 heating floors will be left in place. Remove the water distribution piping to the heating floor



- Concrete slats must be recovered
- Pulleys for manure scrapers must be recovered to be reinstalled
- Keep steel plates covering gutters to re-install them
- Provide new steel plates at the end of the 2 new rows of concrete slats
- The divider wall to be rebuilt must have a 3" PVC pipe for the passage of the manure scraper cable



- Manure scraper system with transmission and existing manure scraper must be kept
- Buy 2 new manure scrapers and 1 new transmission system
- Reuse existing stainless steel cable for circuit 1
- Buy a new stainless steel cable for circuit 2



- Walkthrough design according to the "Centre de développement du porc du Québec"
- Walkthrough with stainless steel border anchored in the structure of the pens divisions



- Water nipple with side protector, stainless steel
- Fixation plate incorporated into the stainless steel pens division
- Adjustable height
- Model GDL or equivalent



- Fixed ladder in galvanized steel with vertical lifeline
- Security panel with galvanized steel door, with padlock limiting access to the ladder
- Ladder and lifeline must be certified by CSA

**ISSUED FOR TENDER**  
DATE: JULY 24th, 2020

A: DETAIL NO  
B: SOURCE OF DETAIL  
C: ILLUSTRATED ON

NOTES:  
THE CONTRACTOR IS ENTIRELY RESPONSIBLE OF ACCURATE MEASUREMENT AT THE CONSTRUCTION SITE AND OF COMPLIANCE WITH DIRECTIVES AND CONSTRUCTION PLANS.  
© CONSULTANTS LEMAY & CHOINIÈRE INC.  
THIS PLAN IS THE PROPERTY OF CONSULTANTS LEMAY & CHOINIÈRE INC. ALL REPRODUCTION OR COMMUNICATION CAN ONLY BE COMPLETED WITH THE PERMISSION OF CONSULTANTS LEMAY & CHOINIÈRE INC.  
CONSULTANTS LEMAY & CHOINIÈRE INC. IS NOT RESPONSIBLE OF THE ZOOLOGICAL AND AGRONOMICAL PERFORMANCE OF THE CLIENT.  
PRELIMINARY PLANS SHALL UNDER NO CIRCUMSTANCES BE USED FOR TENDERING OR CONSTRUCTION PURPOSES.  
PLANS FOR TENDER SHALL UNDER NO CIRCUMSTANCES BE USED FOR CONSTRUCTION PURPOSES.

NO	MODIFICATION	DATE	BY	VER.
1	ISSUED FOR TENDER	24/07/2020	VC	YC

**CONSULTANTS LEMAY & CHOINIÈRE**  
95A, Route 235, suite 200, Ange-Gardien, QC JOE 1E0  
(450) 293-8960 consultants@lemaychoiniere.com  
8278, av. Sous-le-Vent, Lévis, QC G6X 1K2  
(418) 832-4303 consultantsqc@lemaychoiniere.com

CLIENT:  
**AGRICULTURE & AGRI-FOOD CANADA**  
SHERBROOKE RESEARCH AND DEVELOPMENT CENTRE  
2000, COLLEGE STREET  
SHERBROOKE (QUEBEC) J1M 0C8  
E-MAIL: frederic.tremblay3@canada.ca

PROJECT: IN GROUP GESTATION WITH AUTOMATED ALIMENTATION

DRAWING TITLE:  
**BUILDING AND EQUIPMENTS PICTURES**

SCALE:  
AS NOTED

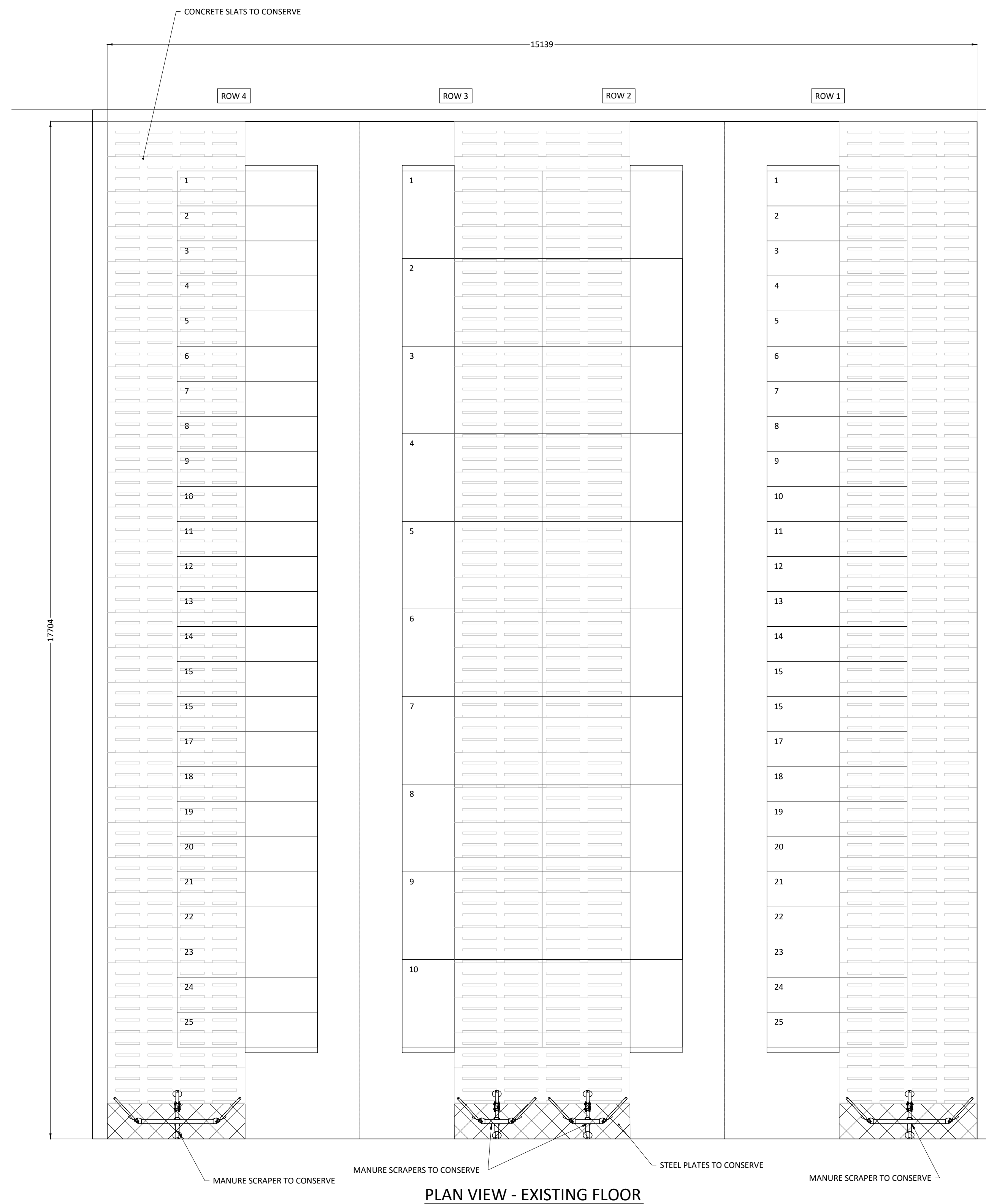
PAPER SIZE:  
ARCH D (24.00 X 36.00 inches)

DRAFTED BY:  
VINCENT CROTEAU

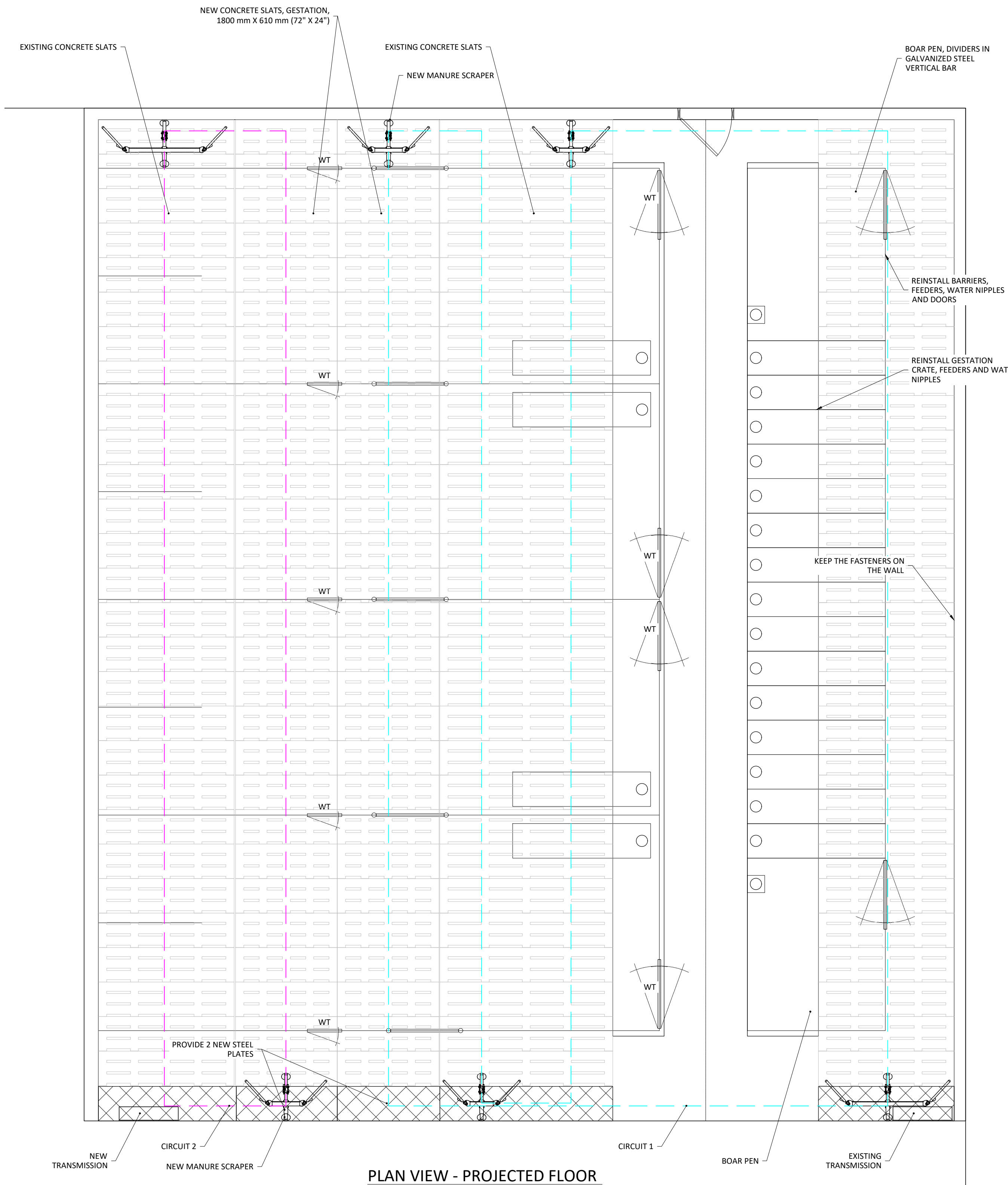
VERIFIED BY:  
YVES CHOINIÈRE, eng. agr.

DESIGNED BY:  
YVES CHOINIÈRE, eng. agr.

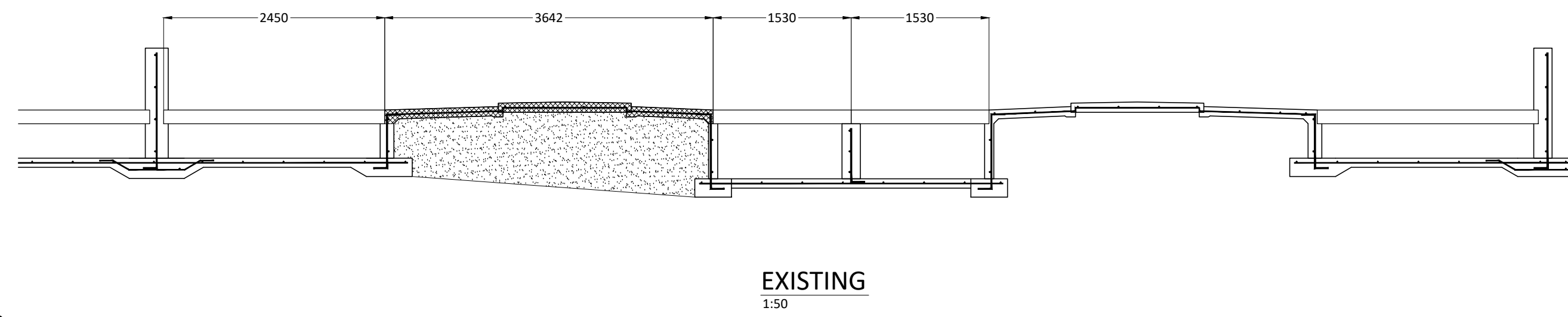
FILE: 2016.275 SHEET: P2



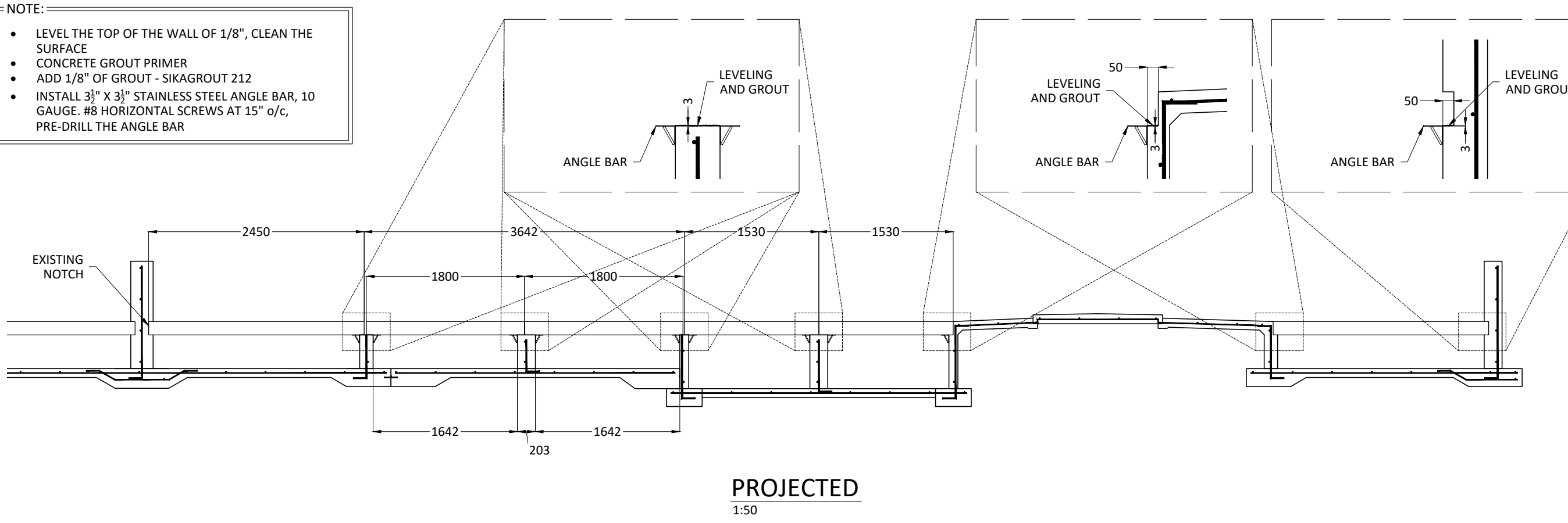
PLAN VIEW - EXISTING FLOOR  
1:50



PLAN VIEW - PROJECTED FLOOR  
1:50

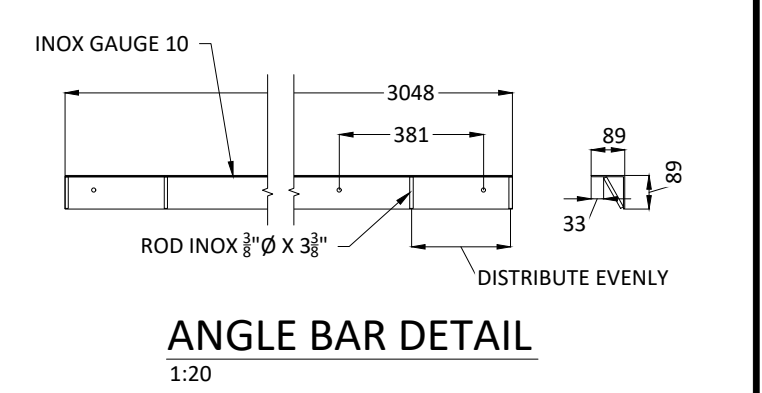


EXISTING  
1:50



PROJECTED  
1:50

- NOTE:
- 2 BOAR PENS
  - 4 PENS - GESTATING SOWS
  - 4 AUTOMATED FEEDING STATION
  - 2 FEED DELIVERY SYSTEM
  - 2 FLEX AUGERS 300
  - 9 WALKTHROUGHS



**ISSUED FOR TENDER**  
DATE: JULY 24th, 2020

NOTES:  
THE CONTRACTOR IS ENTIRELY RESPONSIBLE OF ACCURATE MEASUREMENT AT THE CONSTRUCTION SITE AND OF COMPLIANCE WITH DIRECTIVES AND CONSTRUCTION PLANS.  
© CONSULTANTS LEMAY & CHOINIÈRE INC.  
THIS PLAN IS THE PROPERTY OF CONSULTANTS LEMAY & CHOINIÈRE INC. ALL REPRODUCTION OR COMMUNICATION CAN ONLY BE COMPLETED WITH THE PERMISSION OF CONSULTANTS LEMAY & CHOINIÈRE INC.  
CONSULTANTS LEMAY & CHOINIÈRE INC. IS NOT RESPONSIBLE OF THE ZOOLOGICAL AND AGRONOMICAL PERFORMANCE OF THE CLIENT.  
PRELIMINARY PLANS SHALL UNDER NO CIRCUMSTANCES BE USED FOR TENDERING OR CONSTRUCTION PURPOSES.  
PLANS FOR TENDER SHALL UNDER NO CIRCUMSTANCES BE USED FOR CONSTRUCTION PURPOSES.

NO	MODIFICATION	DATE	BY	VER.
1	ISSUED FOR TENDER	24/07/2020	VC	YC

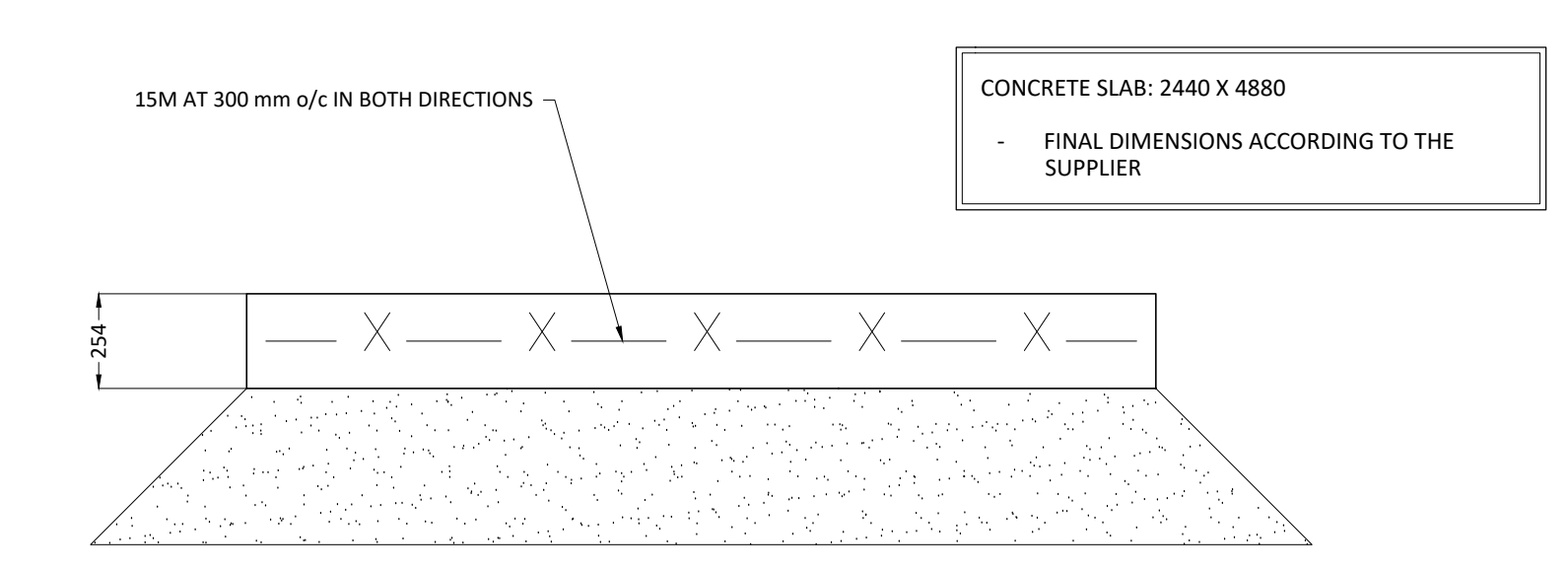
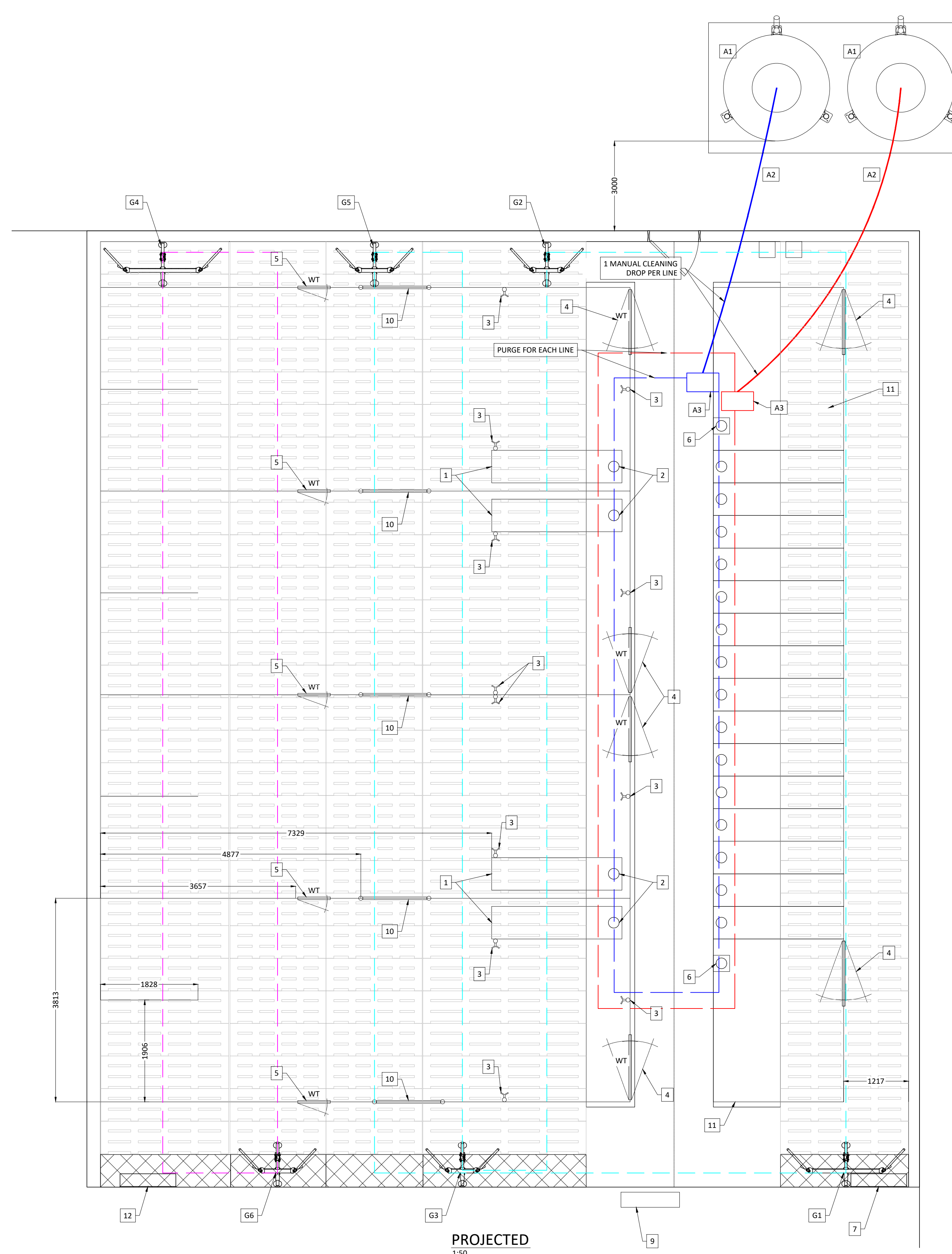
**CONSULTANTS LEMAY & CHOINIÈRE**  
95A, Route 235, suite 200, Ange-Gardien, QC JOE 1E0  
(450) 293-8960 consultants@lemaychoiniere.com  
8278, av. Sous-le-Vent, Lévis, QC G6X 1K2  
(418) 832-4303 consultantsqc@lemaychoiniere.com

CLIENT: **AGRICULTURE & AGRI-FOOD CANADA**  
SHERBROOKE RESEARCH AND DEVELOPMENT CENTRE  
2000, COLLEGE STREET  
SHERBROOKE (QUEBEC) J1M 0C8  
E-MAIL: frederic.tremblay3@canada.ca

PROJECT: **IN GROUP GESTATION WITH AUTOMATED ALIMENTATION**

DRAWING TITLE: **PLAN VIEWS AND CROSS SECTIONS EXISTING AND PROJECTED FLOORS**  
SCALE: **AS NOTED**  
PAPER SIZE: **ARCH D (24.00 X 36.00 inches)**  
DRAFTED BY: **VINCENT CROTEAU**  
VERIFIED BY: **YVES CHOINIÈRE, eng. agr.**  
DESIGNED BY: **YVES CHOINIÈRE, eng. agr.**  
FILE: 2016.275 SHEET: P3





REINFORCED CONCRETE FEED BINS BASE  
1:20

- FEEDING EQUIPMENT:**
- A1. CAPACITY OF 6.2 M.T. IN PAINT STEEL, WHITE (FORT METAL N° 867 OR EQUIVALENT) (QUANTITY: 2)
  - A2. FLEX-FLO 300 FLEX AUGER, 1 HP ENGINE, ONE MANUAL VALVE AND FEED DROP BEFORE JUNCTION TO FEED DISTRIBUTION SYSTEM (QUANTITY: 2)
  - A3. CHAIN-DISK FEEDING SYSTEM, TRANSMISSION, AUTOMATIC OR PROGRAMMABLE START, 21 FEED DROPS FOR FEEDERS AND 1 DROP FOR CLEANING FOR EACH LINE, ELECTRONIC FEEDER, GALVANIZED STEEL TUBING AND SUPPORTS (QUANTITY: 2)
- \*FLEX AUGERS SHALL NOT BE LOCATED ABOVE THE DOOR.

- EQUIPMENTS:**
1. AUTOMATED SELF-BLOCKING FEEDING STATION FOR GESTATING SOWS IN GROUP (QUANTITY: 4)
  2. ELECTRONIC SOW FEEDING SYSTEM FOR TWO FEEDS WITH FEED QUANTITY SENSOR
  3. BALL WATER NIPPLE WITH SIDE PROTECTOR, CONNECTED TO EXISTING LINES FOR PENS (QUANTITY: 12)
  4. PENS DOOR, 48" LARGE, INCLUDING WALKTHROUGH
  5. PENS DIVISION INCLUDING WALKTHROUGH, STEEL OR HDPE
  6. RE-USE FEEDERS AND WATER BOWLS
  7. EXISTING TRANSMISSION FOR MANURE SCRAPERS
  8. PEN DIVIDERS IN HDPE, WITH STAINLESS STEEL POST
  9. COMPLETE CONTROL SYSTEM FOR FEEDERS, COMMUNICATING WITH AAFC CENTRAL COMPUTER
  10. VERTICAL REMOVABLE PANEL OF 1.2 m LARGE BETWEEN 2 STAINLESS STEEL POST, 3 STEEL HINGES
  11. BOAR PEN 8" X 10", OPENWORK STEEL BARS, RECOVER EXISTING PEN BARRIERS
  12. NEW TRANSMISSION OF MANURE SCAPERS

- MANURE SCRAPER:**
- G1 TO G4. EXISTING MANURE SCRAPERS TO REINSTALL
  - G5 AND G6. NEW MANURE SCRAPERS OF 1.642 m (5' 4") WITH PULLEY, NEW TRANSMISSION CABLE, STAINLESS STEEL

- GESTATION IN GROUP:**
- 4 SELF-BLOCKING STALLS
  - 4 ELECTRONIC SOW FEEDER (JYGATECH 3G OR EQUIVALENT), DOUBLE FEED

- GESTATION IN STALLS AND PENS, ROW 1:**
- 2 BOAR PENS
  - 15 STALLS
  - 17 ELECTRONIC SOW FEEDER, DOUBLE FEED
  - 100 RFID HIGH FREQUENCY TRANSMITTER

- AUTOMATED WATER METER**
- ONE LOW FLOW WATER METER FOR EACH ELECTRONIC FEEDERS OF STALLS AND PENS (QUANTITY: 17)
  - ONE LOW FLOW WATER METER PER PEN FOR GESTATION IN GROUP, ONE METER FOR 3 WATER NIPPLES (QUANTITY: 4)

**ISSUED FOR TENDER**  
 DATE: JULY 24th, 2020

A	A: DETAIL NO	A	A: DETAIL NO
B/C	B: SOURCE OF DETAIL	C	C: ILLUSTRATED ON

**NOTES:**

THE CONTRACTOR IS ENTIRELY RESPONSIBLE OF ACCURATE MEASUREMENT AT THE CONSTRUCTION SITE AND OF COMPLIANCE WITH DIRECTIVES AND CONSTRUCTION PLANS.

© CONSULTANTS LEMAY & CHOINIÈRE INC.

THIS PLAN IS THE PROPERTY OF CONSULTANTS LEMAY & CHOINIÈRE INC. ALL REPRODUCTION OR COMMUNICATION CAN ONLY BE COMPLETED WITH THE PERMISSION OF CONSULTANTS LEMAY & CHOINIÈRE INC.

CONSULTANTS LEMAY & CHOINIÈRE INC. IS NOT RESPONSIBLE OF THE ZOOLOGICAL AND AGRONOMICAL PERFORMANCE OF THE CLIENT.

PRELIMINARY PLANS SHALL UNDER NO CIRCUMSTANCES BE USED FOR TENDERING OR CONSTRUCTION PURPOSES.

PLANS FOR TENDER SHALL UNDER NO CIRCUMSTANCES BE USED FOR CONSTRUCTION PURPOSES.

NO	MODIFICATION	DATE	BY	VER.
1	ISSUED FOR TENDER	24/07/2020	VC	YC

**CONSULTANTS**

**LEMAY & CHOINIÈRE**

95A, Route 235, suite 200, Ange-Gardien, QC JOE 1E0  
 (450) 293-8960 consultants@lemaychoiniere.com  
 8278, av. Sous-le-Vent, Lévis, QC G6X 1K2  
 (418) 832-4303 consultantsqc@lemaychoiniere.com

**CLIENT:**

**AGRICULTURE & AGRI-FOOD CANADA**  
 SHERBROOKE RESEARCH AND DEVELOPMENT CENTRE  
 2000, COLLEGE STREET  
 SHERBROOKE (QUEBEC) J1M 0C8  
 E-MAIL: frederic.tremblay3@canada.ca

**PROJECT:** IN GROUP GESTATION WITH AUTOMATED ALIMENTATION

**DRAWING TITLE:** PLAN VIEW OF EQUIPMENTS

**SCALE:** AS NOTED

**PAPER SIZE:** ARCH D (24.00 X 36.00 inches)

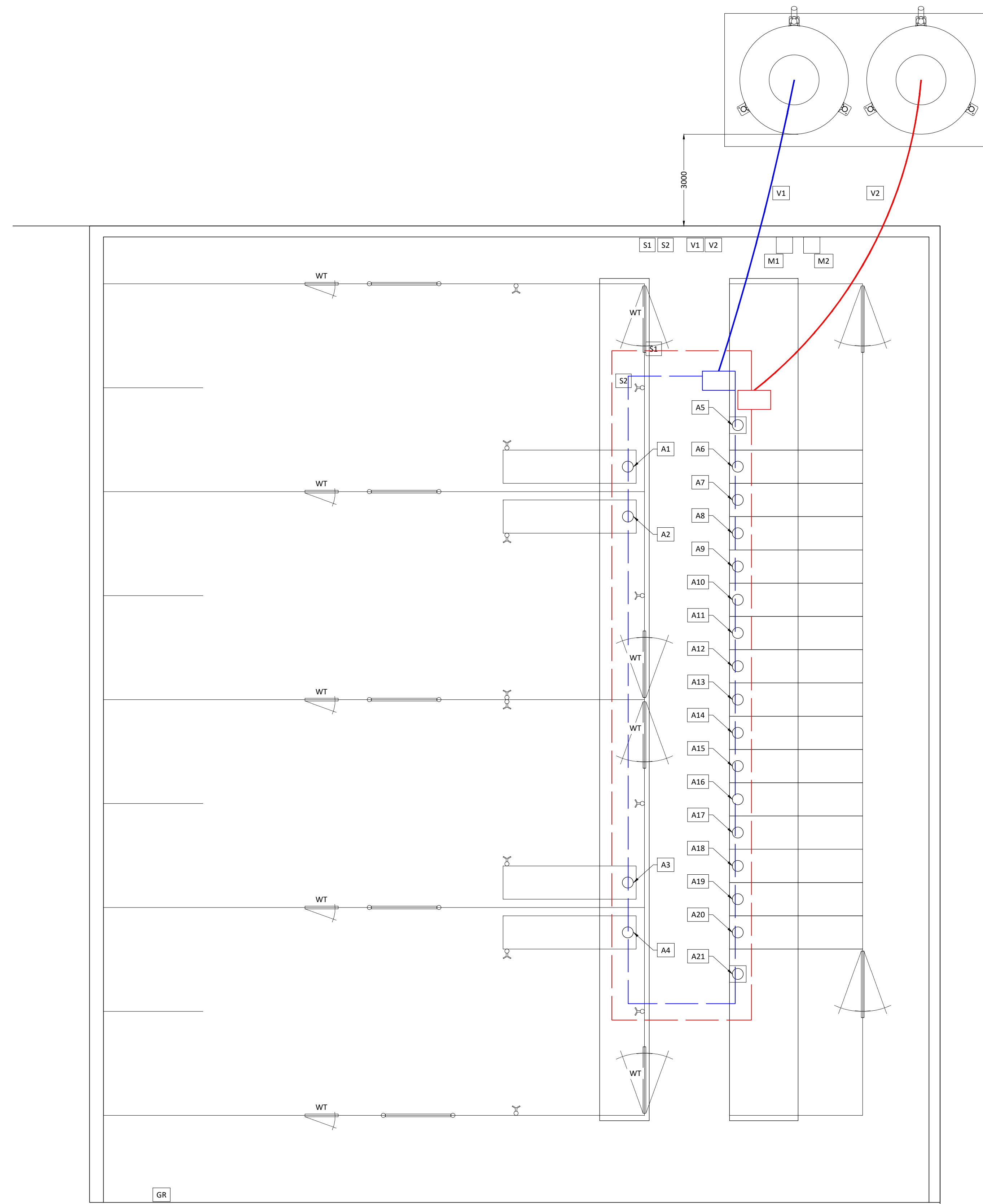
**DRAFTED BY:** VINCENT CROTEAU

**VERIFIED BY:** YVES CHOINIÈRE, eng. agr.

**DESIGNED BY:** YVES CHOINIÈRE, eng. agr.

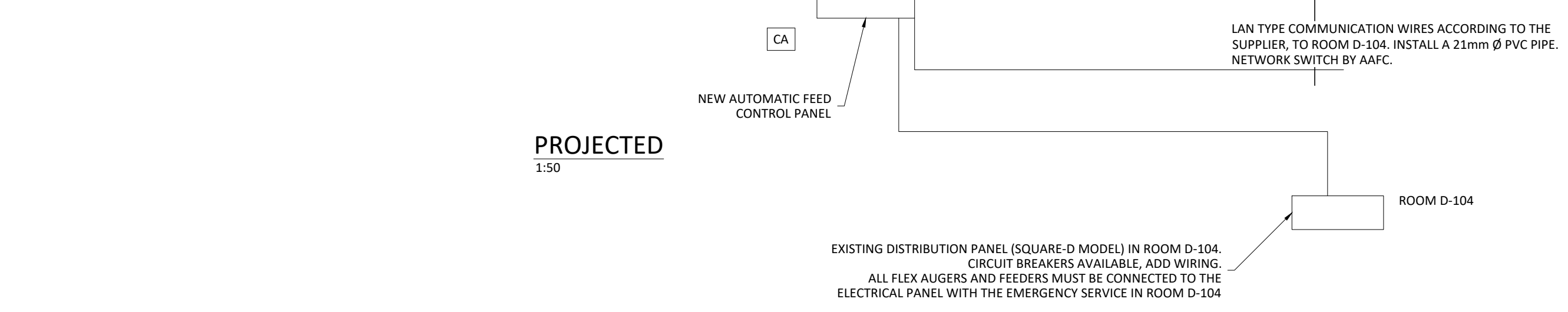
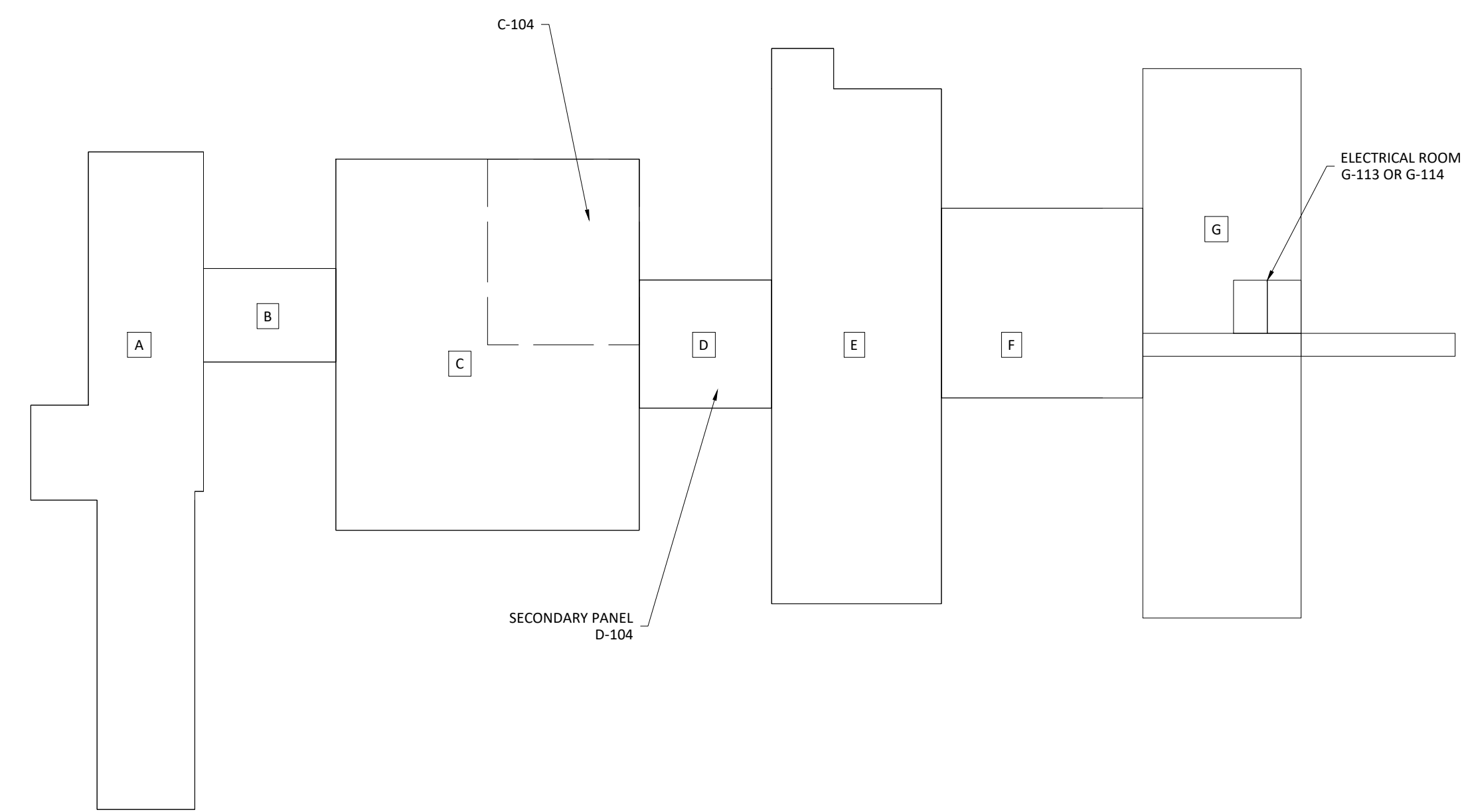
**FILE:** 2016.275

**SHEET:** P5



- MOTORS LISTING:**
- V1 TO V2: FEED AUGER MOTOR  
208V, 1 HP, 1ph, MANUAL STARTER, OVERRIDE
  - A1 TO A21: FEED DISPENSER, 120V, 500w, 1ph  
COMMUNICATION WIRING
  - S1 TO S2: FEED DELIVERY MOTOR  
208V, 1 HP ENGINE, 1ph OR 3ph  
FEED SENSOR, 120V  
MANUAL STARTER
  - M1 TO M2: MATRIX 365 INDICATOR SYSTEM, 120V COMMUNICATING WITH  
FEED BINS LOAD CELLS  
LOW VOLTAGE WIRING BY THE EQUIPMENTS SUPPLIER
  - GR: CONNECTION - MANURE SCRAPER - TRANSMISSION  
208V, 1 HP MOTOR, 1ph OR 3ph, 3600 RPM  
OMRON REVERSIBLE STARTER  
CONNECTION TO EXISTING PANEL AND CIRCUIT BREAKER, ROOM  
D-104
  - CA: FEEDING SYSTEM CONTROL, INSTALLATION AND WIRING IN ROOM  
D-104, EXISTING PANEL AND CIRCUIT BREAKER AVAILABLE

**NOTE:**  
EQUIPMENT SUPPLIER MUST PROVIDE THE  
CONNECTION DIAGRAMS.



**PROJECTED**  
1:50

**ISSUED FOR TENDER**  
DATE: JULY 24th, 2020

A	A: DETAIL NO	A	A: DETAIL NO
B	B: SOURCE OF DETAIL	C	C: ILLUSTRATED ON
C	C: ILLUSTRATED ON		

**NOTES:**  
THE CONTRACTOR IS ENTIRELY RESPONSIBLE OF ACCURATE MEASUREMENT AT THE CONSTRUCTION SITE AND OF COMPLIANCE WITH DIRECTIVES AND CONSTRUCTION PLANS.  
© CONSULTANTS LEMAY & CHOINIÈRE INC.  
THIS PLAN IS THE PROPERTY OF CONSULTANTS LEMAY & CHOINIÈRE INC. ALL REPRODUCTION OR COMMUNICATION CAN ONLY BE COMPLETED WITH THE PERMISSION OF CONSULTANTS LEMAY & CHOINIÈRE INC.  
CONSULTANTS LEMAY & CHOINIÈRE INC. IS NOT RESPONSIBLE OF THE ZOOLOGICAL AND AGRONOMICAL PERFORMANCE OF THE CLIENT.  
PRELIMINARY PLANS SHALL UNDER NO CIRCUMSTANCES BE USED FOR TENDERING OR CONSTRUCTION PURPOSES.  
PLANS FOR TENDER SHALL UNDER NO CIRCUMSTANCES BE USED FOR CONSTRUCTION PURPOSES.

NO	MODIFICATION	DATE	BY	VER.
1	ISSUED FOR TENDER	24/07/2020	VC	YC

**CONSULTANTS**  
**LEMAY & CHOINIÈRE**

95A, Route 235, suite 200, Ange-Gardien, QC JOE 1E0  
(450) 293-8960 consultants@lemaychoiniere.com  
8278, av. Sous-le-Vent, Lévis, QC G6X 1K2  
(418) 832-4303 consultantsqc@lemaychoiniere.com

**CLIENT:**  
**AGRICULTURE & AGRI-FOOD CANADA**  
SHERBROOKE RESEARCH AND DEVELOPMENT CENTRE  
2000, COLLEGE STREET  
SHERBROOKE (QUEBEC) J1M 0C8  
E-MAIL: frederic.tremblay3@canada.ca

**PROJECT:** IN GROUP GESTATION WITH AUTOMATED ALIMENTATION

**DRAWING TITLE:**  
ELECTRICAL LAYOUT DIAGRAM

**SCALE:**  
AS NOTED

**PAPER SIZE:**  
ARCH D (24.00 X 36.00 inches)

**DRAFTED BY:**  
VINCENT CROTEAU

**VERIFIED BY:**  
YVES CHOINIÈRE, eng. agr.

**DESIGNED BY:**  
YVES CHOINIÈRE, eng. agr.

**FILE:** 2016.275

**SHEET:** P6

**ELECTRICAL SPECIFICATIONS**

**CODES AND REGULATIONS**

ALL ELECTRICAL WORK SHALL FULLY COMPLY TO:  
- CANADIAN ELECTRICAL CODE - QUEBEC VERSION, 2018 OR LAST EDITION  
- ALL OTHER RELATED STANDARDS

**1.0 GENERAL CLAUSES**

THE WORD "GENERAL CONTRACTOR" MEANS THE PERSON, THE SOCIAL REASON OR THEIR AUTHORIZED REPRESENTATIVE, TO WHOM THE OWNER WILL GIVE THE CONTRACT FOR THE WHOLE WORK.  
THE WORD "SPECIALIZED CONTRACTOR MEANS THE PERSON, THE SOCIAL REASON OR THEIR AUTHORIZED REPRESENTATIVE WHO WILL BE AWARDED THE CONTRACT OF THE WORK SECTION IN WHICH WILL BE MENTIONED FOR EXAMPLE: PLUMBING, VENTILATION, CONTROL, INSULATION, GAS, ELECTRICITY)

THE SPECIFICATIONS OF AAFIC HAVE PRECEDENCE ON THE GENERAL SPECIFICATIONS.  
FRENCH VERSION OF PLANS AND SPECIFICATIONS PREVAILS.

**GENERAL SCOPE OF ELECTRICAL WORK:** PROVIDE ALL MATERIALS AND EQUIPMENT REQUIRED, OF THE DESCRIBED QUALITY, THE LABOUR AND THE REQUIRED TOOLS FOR THE EXECUTION OF THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS. EXECUTE ALL THE WORKS WHICH, WHETHER NOT SPECIFIED, ARE NECESSARY FOR THE PROPER FUNCTIONING AND THE FINISHING OF THE WORK.

**SCOPE OF WORK:** THE ELECTRICITY CONTRACTOR WILL ASSUME ALL WORK RELATING TO THE LOT OF ELECTRICITY COVERING THE ELECTRICAL WORK ACCORDING TO THE INDICATIONS AND SHOULD PROVIDE AND INSTALL, WITHOUT LIMITATION, IN PARTICULAR:

**ELECTRICAL DISTRIBUTION**

IT IS UNDERSTOOD THAT THE PREVIOUS LIST IS NOT LIMITING AND SO DOES NOT RELEASE THE CONTRACTOR TO EXECUTE OTHER WORK MENTIONED ELSEWHERE ON THE PLAN AND IN THIS SPECIFICATION DOCUMENT.

**DETAILED INSPECTION AT THE BEGINNING OF THE WORK:** AT THE BEGINNING OF THE PROJECT, THE ELECTRICITY CONTRACTOR SHALL CARRY OUT A DETAILED INSPECTION OF THE ELECTRICAL INSTALLATIONS OF THE BUILDING. IT SHOULD PRESENT A DETAILED LIST OF DEFICIENT ELEMENTS, MISSING AND/OR TO MODIFY ACCORDING TO THE ELECTRICAL PLANS. THE OWNER RESERVES THE RIGHT NOT TO EXECUTE THE WORKS OR TO EXECUTE THE WORKS PARTIALLY OR TOTALLY.

**LAWS, REGULATIONS, PERMITS AND PATENTS:** RESPECT THE LAWS AND REGULATIONS, CODES (QUEBEC CONSTRUCTION CODE, NFPA, CANADIAN ELECTRICITY CODE AND QUEBEC AMENDMENTS), ORDINANCES IN FORCE AS WELL AS THE REQUIREMENTS OF THE COMPETENT AUTHORITY. GET ALL PERMITS, LICENSES, PATENTS AND CERTIFICATES NECESSARY FOR THE EXECUTION OF THE WORK. PROVIDE CERTIFICATES ESTABLISHING THAT THE RULES OF THE "CNESST" HAVE BEEN RESPECTED.

**INSURANCE:** MAINTAIN ALL THE INSURANCE POLICIES REQUIRED BY THE OWNER COVERING THE RISKS OF MANUFACTURERS (MULTI-RISK) AS WELL AS LIABILITY INSURANCE.

**TECHNICAL SHEETS:** PROVIDE TO THE ENGINEER AN ELECTRONIC COPY IN ACR0BAT READER FORMAT (PDF) OF TECHNICAL SHEETS INDICATING THE CHARACTERISTICS, CONSTRUCTION DETAILS, CAPACITY, EFFICIENCY, QUANTITY, INSTALLATION DETAILS, ETC., OF ALL APPLIANCES AND EQUIPMENT, AS WELL AS SPECIAL DETAILS RELATING TO THE INSTALLATION.

**ANNOTATED DRAWINGS AND INSTRUCTION MANUALS:** THE OWNER'S REPRESENTATIVES SHOULD BE INFORMED OF THE OPERATION AND MAINTENANCE OF ALL SYSTEMS AND EQUIPMENT. BEFORE RECEIVING THE PROVISION OF THE WORK, PROVIDE THREE (3) COPIES TO THE OWNER OF THE INSTRUCTION MANUAL IN WHICH ALL THE OPERATING AND MAINTENANCE INSTRUCTIONS OF THE MAIN EQUIPMENT PARTS REQUIRING PERIODIC MAINTENANCE OR POSSIBLE REPAIRS, A WRITTEN COPY OF THE WARRANTY OF THE MANUFACTURER AND THE CONTRACTOR, A SHEET GIVING THE ADDRESS OF THE MANUFACTURER MAINTENANCE SERVICE AND PLANS ANNOTATED IN RED IN THREE (3) COPIES.

**OWNER REQUIREMENTS:** RESPECT ALL OWNER REQUIREMENTS FOR WORK, ACCESS TO SITE, TRANSPORT OF MATERIALS, ACCESS TO WORK, PLACES, ETC., OR ANY OTHER CONTROL THAT MAY BE REQUIRED AND CHECK THESE REQUIREMENTS BEFORE BIDDING.

**IDENTIFICATION OF MATERIAL & GENERAL:**

- 1. CIRCUITS OF THE SERVICE PANELS: THE CONTRACTORS MUST USE THE STANDARD SHEETS FOR THE IDENTIFICATION OF THE CIRCUITS IN THE SERVICE PANELS. IDENTIFY EACH CIRCUIT IN EACH OF THE SERVICE PANELS, INCLUDING THE EXISTING CIRCUITS OF THE PANEL EVEN IF THESE CIRCUITS ARE NOT AFFECTED BY THE PROJECT. THE PART NUMBER OF THE EQUIPMENT MUST APPEAR IN THE TABLE.
- 2. SWITCHES AND ELECTRICAL SOCKETS: IDENTIFY EACH SWITCH AND EACH SOCKET, WHETHER IT IS MOUNTED IN A BOX, IN AN ELECTRICAL PARTITION OR IN A COLUMN, INDICATING THE PANEL AND THE CIRCUIT NUMBER DIRECTLY TO THE INSIDE OF THE BOX USING AN INDELEBIL PENCIL. ONCE THE COMPLETION OF THE INSTALLATION, IDENTIFY THE DEVICES THROUGH A "P" TOUCH LETTERING SYSTEM" OF THE BROTHER CIE OR EQUIVALENT. USE WHITE STRIPS OF 9 MM WIDTH (OR BLACK ON TRANSPARENT OR STAINLESS STEEL PLATES). 3/16" OR 5 MM CAPITAL LETTER, BLACK ON A WHITE BACKGROUND FOR DEVICES CONNECTED TO THE NORMAL/BACKUP POWER SUPPLY. INSTALL THE SELF-ADHESIVE TAPES CLEAN AND SYMMETRICALLY ON THE PLATE OF THE SOCKETS AND SWITCHES.
- 3. IDENTIFY THE POWER WIRING USING THE COLOR CODE OF THE QUEBEC ELECTRICAL CODE AND USE COLOR CONDUCTORS FOR THE 12 AWG AND 10 AWG WIRES.

**CLEANING:** AT ALL TIMES, AVOID EXCESS OF DUST AND AVOID ANY ACCUMULATION OF GARBAGE. FOR ACCEPTANCE OF WORK, MAKE A GENERAL CLEANING OF THE CONSTRUCTION SITE AFFECTED BY EXTERIOR AND INTERIOR WORKS, TO THE SATISFACTION OF THE ENGINEER.

**WORK CARRIED OUT BY THE GENERAL CONTRACTOR: PARTIAL LIST OF WORK BY THE GENERAL CONTRACTOR**

- \* DRILLINGS FOR MECHANICAL WELLS OR OTHER DRILLINGS IDENTIFIED ON STRUCTURAL PLANS AND REPAIRS REQUIRED BY ELECTRICAL WORKS INCLUDING PAINTING.
- \* ALL OTHER DRILLS WILL BE PERFORMED BY SPECIALIZED CONTRACTORS. HOWEVER, THE RESUMPTION OF WALLS, REPAIRS AND OTHER WORK WILL BE AT THE CHARGE OF THE GENERAL CONTRACTOR.
- \* CONCRETE WORKS, INCLUDING CONCRETE BASES UNDER EQUIPMENT.
- \* ALL OTHER GENERAL WORKS NOT SPECIFIC AND REQUIRED IN THE EXECUTION OF THE CONTRACT.
- \* SEALING OF OPENINGS, RESIDUAL SPACE AROUND PIPES AND CONDUITS, TO MAINTAIN THE HOMOGENEITY OF THE ELEMENTS.
- \* WHEN THERE ARE CONDUITS OR SUPPORTS SUBJECT TO EXTERNAL CONDITIONS, IT IS THE RESPONSIBILITY OF THE SPECIALIZED CONTRACTOR TO PROTECT THESE AGAINST RUST BY APPLYING A PAINT AS RECOMMENDED BY THE MANUFACTURER OR ANY OTHER PRODUCT THAT CAN PROTECT FERROUS MATERIALS. THE PRODUCT SHOULD BE APPROVED BY THE ENGINEER.

**EQUIVALENCE:** DURING THE CALL FOR TENDER, THE PRODUCTS OFFERED AS EQUIVALENTS SHOULD BE APPROVED BY THE ENGINEER. IF CHANGES TO PLANNED INSTALLATIONS BECOME NECESSARY DUE TO EQUIVALENCES, THE ADDITIONAL COSTS WILL BE UNDER THE RESPONSIBILITY OF THE SUBCONTRACTOR WHO AS SUBMITTED THE PROPOSAL FOR EQUIVALENCE. IN ADDITION, THE CONTRACTOR PRESENTING THE EQUIVALENCE WILL BE RESPONSIBLE FOR PROVING THE ENGINEER THAT THE PRODUCT IS ACTUALLY EQUIVALENT BY PROVIDING ALL THE NECESSARY ELEMENTS PROVIDING IT. NO EQUIVALENCE WILL BE ACCEPTED AFTER AWARDED THE CONTRACT.

**COORDINATION:** EACH CONTRACTOR MUST COORDINATE ITS WORK WITH THE OTHER SPECIALIZED CONTRACTORS, FOLLOW THE GENERAL SCHEDULE AND CLEAN UP AS NEEDED. IF THE MATERIALS OR EQUIPMENT PROVIDED SHOULD BE INCORPORATED IN THE WORK OF OTHER BUSINESS LINES, EACH CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND INCORPORATING THEM ALL IN TIME TO NOT DELAY THE GOOD WORK OF THE SITE. HOWEVER, THE GENERAL CONTRACTOR REMAINS RESPONSIBLE FOR THE COORDINATION OF THE SPECIALIZED CONTRACTORS.

**MATERIALS AND INSTALLATION:** ALL MATERIALS USED WILL BE NEW AND FIRST QUALITY. ALL EQUIPMENT CONSTITUTING THE SYSTEMS SHOULD BE CSA APPROVED. THEY WILL BE INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

**IDENTIFICATION OF EQUIPMENTS:** ALL ELECTRICAL EQUIPMENT, SUCH AS DISCONNECTORS, PANELS, TRANSFORMERS, STARTERS AND SIMILAR EQUIPMENTS WILL BE IDENTIFIED BY BLACK PLASTIC PLATES WITH ENGRAVED WHITE LETTERING. THE PLATES WILL BE FIXED WITH SCREWS OR RIVETS, AND NOT ONLY GLUED ON.

**IDENTIFICATION OF CONDUITS:** ALL CONDUITS AND BOXES SHOULD BE IDENTIFIED IN ACCORDANCE WITH THE OWNER'S COLOR CODE. THE CONTENT OF THE PACKAGES IS SUBJECT TO THE OWNER'S APPROVAL.

**IDENTIFICATION OF CIRCUITS:** ALL THE CIRCUITS OF THE PANELS MUST BE IDENTIFIED, INDICATING THE EQUIPMENT AND THE PART NUMBER TO WHICH THIS OR THESE CIRCUITS ARE ASSIGNED; A TYPOGRAPHED CARD INSERTED INTO THE PANEL AND PROTECTED WITH CELLULOID PAPER MUST BE USED FOR THIS PURPOSE.

**START-UP:** EACH SYSTEM MUST BE TURNED ON IN ORDER TO ENSURE THAT THE SYSTEM OPERATES ACCORDING TO INFORMATION OF THE PLANS AND QUOTATIONS.

**TESTS:** DIELECTRIC, RESISTANCE, INTENSITY AND VOLTAGE. FOR ALL INSTALLATIONS AS LOW AS THEY ARE, MEASURE THE DIELECTRIC RESISTANCE OF THE ARTERIES AND THE DEVICES. CHECK THE CONTINUITY OF GROUNDING AND THE CONTINUITY OF THE MASSES, ADJUST THE TRANSFORMERS SOCKETS AND BALANCE THE PHASES. NOTE THE RESULTS ON THE PLANS IN ACCORDANCE WITH THE CONTRACTOR'S EXECUTION.

**VERIFICATION:** AT THE END OF THE WORK, THE CONTRACTOR SHOULD DO THE FOLLOWING VERIFICATIONS AND SUBMIT A WRITTEN REPORT TO THE ENGINEER FOR APPROVAL.

- 1. USING A "MEGGER 1000 V", THE CONTRACTOR SHOULD MEASURE THE INSULATION RESISTANCE OF CONDUCTORS (ARTERIES AND CONNECTIONS).
- 2. THE CONTRACTOR SHOULD CHECK THAT THE NEW TOTAL LOADS CONNECTED TO EACH EXISTING CIRCUIT DO NOT EXCEED THE VALUES ALLOWED BY THE CODE FOR WIRING AND CIRCUIT BREAKER.
- 3. FOR EACH PANEL AFFECTED BY THE WORK, THE CONTRACTOR SHALL MEASURE THE DISTRIBUTION OF LOADS BETWEEN THE PHASES. IT SHALL DISTRIBUTE THE CONNECTIONS OF THE CIRCUITS TO OBTAIN THE BEST BALANCE OF CURRENT BETWEEN THE VARIOUS PHASES AND NOTE THE MODIFICATIONS MADE TO THE ORIGINAL CONNECTIONS.
- 4. THE CONTRACTOR SHALL MEASURE THE VOLTAGES OF THE PHASES UNDER LOAD AND ADJUST THE TRANSFORMERS SOCKETS SO THAT THE VOLTAGE OBTAINED IN THE SECONDARY IS LESS THAN 2% OF THE NOMINAL VOLTAGE OF THE EQUIPMENT.
- 5. FOR ALL INSTALLATIONS, AS MINIMAL AS THEY ARE, MEASURING THE DIELECTRIC RESISTANCE OF THE ARTERIES AND THE DEVICES. CHECK THE CONTINUITY OF GROUNDING AND THE CONTINUITY OF THE MASSES, ADJUST THE TRANSFORMERS SOCKETS AND BALANCE THE PHASES. NOTE THE RESULTS ON THE PLANS IN ACCORDANCE WITH THE CONTRACTOR'S EXECUTION.
- 6. THE ELECTRICIAN CONTRACTOR MUST PRESENT A CERTIFICATE OF CONFORMITY OF THE ELECTRICAL INSTALLATIONS AT THE END OF THE WORK.

**EXISTING BUILDING:** WHEN WORKS ARE EXECUTE IN AN EXISTING BUILDING, A SITE VISIT IS OPTIONAL FOR EACH OF THE BIDDERS. DURING THIS VISIT, EACH OF THE BIDDERS WILL BE ABLE TO FAMILIARIZE WITH EVERYTHING THAT COULD HARM HIS WORK. CONTRACTOR WILL NOT BE ABLE TO IGNORE INFORMATION TO OBTAIN COSTS INCREASES IN ITS CONTRACT. IN ADDITION, BEFORE BEGINNING THE WORK, EACH CONTRACTOR SHOULD CONSULT THE OWNER TO MAKE SURE HE HAS ALL THE INFORMATION TO AVOID ANY BREAKAGE TO EXISTING FACILITIES.

**SERVICE CONTINUITY:** INTERRUPTIONS OF EXISTING SERVICES SHOULD BE MINIMIZED TO CAUSE THE LESS INTERFERENCE POSSIBLE TO THE ACTIVITIES IN THE BUILDING. THE TIME AND DURATION OF INTERRUPTIONS, PARTIAL OR TOTAL, SHOULD BE APPROVED BY THE OWNER BEFORE THE INTERRUPTION DATE AND NO PARTIAL OR COMPLETE INTERRUPTION WILL BE MADE WITHOUT THE OWNER'S PERMISSION. IF TO MEET THE OWNER'S REQUIREMENTS IT BECOMES NECESSARY TO WORK OUTSIDE REGULAR HOURS, THESE MUST BE COMPLETED WITHOUT ADDITIONAL CHARGE FOR THE OWNER. IN LOCATIONS AFFECTED BY THE CONSTRUCTION, AND EVEN ELSEWHERE, THE CONTRACTOR SHALL MAKE SURE THAT THE EXISTING EQUIPMENT TO BE CONSERVE WILL BE IN OPERATION AT THE END OF THE WORK.

**EXISTING, TO MOVE OR REMOVE:** AFTER REMOVING THE EXISTING EQUIPMENT FROM ITS CURRENT LOCATION, THE CONTRACTOR SHOULD DISCONNECT RELATED SERVICES BECOME UNNECESSARY BY REMOVING ALL ACCESSORIES, CONDUITS AND CONDUCTORS. POWER SHOULD BE MAINTAIN FOR EQUIPMENT THAT REMAINS IN SERVICE.

IN ADDITION TO WHAT IS SPECIFICALLY REQUESTED TO BE MOVED, EACH CONTRACTOR MUST MAKE THE MINOR MOVEMENTS REQUIRED SUCH AS: CERTAIN SUPPORTS RODS, SMALL MECHANICAL AND ELECTRICAL CONDUITS, ETC. TO MAKE THE NEW JOBS EASIER EVEN IF THEY ARE NOT SHOWN ON THE PLANS. IN ADDITION, THE GENERAL CONTRACTOR IS RESPONSIBLE TO DISMANTLE AND REBUILT CEILINGS, IF APPROPRIATE.

**COMPATIBILITY:** ALL WORK WILL BE COMPLEMENTARY TO THE BASIC INSTALLATIONS OF THE EXISTING BUILDING. WHEN NO SPECIFIC METHOD OF INSTALLATION IS GIVEN, USE THE SAME METHODS AS THAT USED IN THE CONSTRUCTION OF THE EXISTING BUILDING. THE QUALITY OF WORK SHOULD BE EQUAL OR BETTER COMPARE TO THE EXISTING BUILDING. WHEN ADDING OR MODIFYING AN EXISTING SYSTEM, USE THE SAME EQUIPMENT AS THOSE ALREADY USED (FIRE ALARM, PANELS, ETC.)

**SEALING:** SEAL ALL VOIDS AROUND PIPES AND DUCTS THROUGH WALLS, DIVISIONS, PARTITION AND FLOORS. FILL THE FREE INSULATION SPACE ON THE FULL THICKNESS OF THE ARCHITECTURAL ELEMENTS AND APPLY A SEALER ON BOTH SIDES. WHEN ARCHITECTURAL COMPONENTS ARE FIRE-RESISTANT, APPLY AN APPROVED ASSEMBLY SUCH AS 3M, HILTI OR ANY OTHER APPROVED EQUIVALENT.

**DEMOLITION AND REPAIR:**

- 1. ALL NON-REUSED MATERIALS MUST BE OFFERED TO THE OWNER. THE CONTRACTOR MAY TRANSPORT OUTSIDE OF PLACES THOSE WHICH IT DOES NOT TAKE BACK AND ALL THOSE THAT ARE NOT REUSED.
  - 2. ENSURE THE CONTINUITY OF THE CIRCUITS WHO WERE INTERRUPTED BY THE DEMOLITION AND REPAIR WORK DURING AND AFTER THE WORK.
  - 3. RELEASE CIRCUITS THAT ARE NO LONGER SERVING.
- TEMPORARY LIGHTNING AND HEATING DURING CONSTRUCTION ARE AT THE COST OF THE GENERAL CONTRACTOR.

**MATERIALS PROVIDED BY THE OWNER:** ALL MATERIALS PROVIDED BY THE OWNER MUST BE INSTALLED AND CONNECTED BY THE CONTRACTOR. WHEN THE CONTRACTOR TAKES POSSESSION IN THE PRESENCE OF THE OWNER, HE ENSURES THAT THESE ARE IN GOOD CONDITION. FROM THIS ACCEPTANCE, IT BECOMES THE RESPONSIBILITY OF THE CONTRACTOR TO UNLOAD, HANDLE, INSTALL, CONNECT, AND COMMISSION IT WITHOUT DAMAGE. IF DEVICES ARE BROKEN BY THE CONTRACTOR, IT IS HIS RESPONSIBILITY TO REPAIR OR REPLACE IT, ALL SUBJECT TO ACCEPTANCE BY THE ENGINEER.

**MOUNTING HEIGHT:**

THE MOUNTING HEIGHT IS MEASURED FROM THE FINISHED FLOOR (DFF) UNTIL THE CENTER OF THE DEVICE, UNLESS NOTIFIED. UNLESS OTHERWISE STATED, THE CONTRACTOR SHALL HARMONIZE THE MOUNTING HEIGHTS OF NEW DEVICES WITH THE MOUNTING HEIGHTS OF EXISTING DEVICES IN EXISTING ROOMS AFFECTED BY THE WORKS. IF THE MOUNTING HEIGHT OF AN APPLIANCE IS UNKNOWN, THE CONTRACTOR SHOULD CHECK WITH THE OWNER BEFORE PROCEEDING THE INSTALLATION. UNLESS OTHERWISE STATED, THE CONTRACTOR SHOULD COORDINATE WITH THE OWNER FOR THE MOUNTING HEIGHTS.

**2.0 DESCRIPTION OF MATERIALS**

**CONDUITS ET WIRING:**

- 1. ALL CONDUITS MUST HAVE A MINIMUM DIAMETER OF 21 mm Ø (3/4").
- 2. ALL CONDUITS USED IN THE ELECTRICAL ROOM MUST BE IN RIGID PVC OR "TEM".
- 3. ALL CONDUITS USED OUTSIDE THE ELECTRICAL ROOM MUST BE IN RIGID PVC AND APPROVED CSA C22.2 NO 211.2.
- 4. ALL CONNECTIONS OF MOTORS, TRANSFORMERS AND OTHER VIBRATING EQUIPMENT MUST BE MADE WITH FLEXIBLE METAL CONDUITS AND PLASTIFIED FOR WET PLACES. "SEAL TITE" CONDUITS MUST BE USED FOR THE CONNECTION OF THESE EQUIPMENTS.
- 5. CONDUITS AND DEVICES EXPOSED IN UNFINISHED ROOMS MUST BE INSTALLED CLEANLY AND WITH SYMETRY. CONDUITS THAT ARE INSTALLED ON THE SURFACE MUST HAVE A PARALLEL TRAVEL TO THE LINES OF THE BUILDING.
- 6. THE CONDUITS MUST BE THE DIMENSION INDICATED ON THE PLANS. HOWEVER, IF THERE IS NO IDENTIFICATION ON THE PLAN, THEIR DIMENSION MUST MEET THE REQUIREMENTS OF THE QUEBEC ELECTRICITY CODE.
- 7. ALL POWER WIRING WILL BE MINIMUM 14 AWG IN COPPER. IN THE CONDUITS, THE WIRING WILL BE RW90 TYPE, 600 VOLTS. THE CABLES MUST BE CONTINUED EVERYWHERE FROM THE DISTRIBUTION CENTER UNTIL THE FINAL CONNECTION. THEY CAN BE LIGATED ONLY IN THE JUNCTION BOXES. THE JUNCTION BOXES SHOULD ALWAYS BE ACCESSIBLE. NMM-90 WIRING IS ACCEPTED BUT MUST BE INSERTED INTO AN EMT OR PVC CONDUIT UP TO 2.7m ABOVE THE FINISHED LEVEL AND IN ACCORDANCE WITH ARTICLE 22-204 OF THE QUEBEC ELECTRICITY CODE.

IT IS FORBIDDEN TO HIDE THE ELECTRICAL WIRING, EXCEPT IF IT IS INSTALLED IN RIGID CONDUITS PROOF OF RODENTS.

NON-METALLIC SHEATED WIRING SHOULD BE PROTECTED AGAINST ACTION BY RODENTS USING RIGID CONDUIT OR PVC PIPE WHEN:

- IT IS LOCATED LESS THAN 300 mm FROM ANY SURFACE THAT MAY SUPPORT RODENTS.
- IT IS LOCATED, DESPITE THE PREVIOUS PARAGRAPH, ON THE SIDE OF FRAMEWORK ELEMENTS, LESS THAN 100 mm FROM THE TOP SURFACE OF THESE ELEMENTS.
- IT IS CROSSING WALLS AND FLOORS OR HIDDEN INSIDE WALLS AND FLOORS.

**8. NON-ILLUSTRATION OF CONDUCTORS IN DRAWINGS:**

- CONCERNING LIGHTNING OUTPUTS, SWITCHES, SOCKETS AND VARIOUS EQUIPMENT, CONDUCTORS DO NOT APPEAR IN THE DRAWINGS. HOWEVER, THEY MUST BE MINIMUM CALIBER NO. 12, EXCEPT AS OTHERWISE INDICATED FOR CERTAIN CIRCUIT DEPARTURES, MOTOR CONNECTIONS, ETC.
- FOR A CIRCUIT, THE CONDUCTOR SIZE MUST BE APPROPRIATE TO THE PROTECTION SIZE OF THE CIRCUIT BREAKER.

**BOXES:**

- 1. SIZES CONFORM TO THE CODE OR FOLLOWING THE SPECIFIED INDICATIONS.
- 2. TYPE "FS" OR "AFD" BOXES IN THOMAS & BETTS PVC FOR SURFACE MOUNTING.

**SWITCHES AND SOCKETS:**

- 1. SOCKET OUTLET, WATERPROOF INDUSTRIAL QUALITY, 5262 SERIES FROM PASS & SEYMOUR, WHITE OR GRAY COLOR OR PVC SCEPTOR, EQUIVALENT.
- 2. OUTER COVER PLATE, FOR SOCKET (WEATHERPROOF), HORIZONTAL MOUNTING, TYPE CA2-GH OF PASS & SEYMOUR OR PVC SCEPTOR

**SAFETY SWITCH:** WITH OR WITHOUT FUSE. 600 OR 250 V DH-TYPE OF SQUARE D (SCHNEIDER ELECTRIC), NEMA 1 BOX IN ELECTRICAL ROOMS, NEMA 3R OUTSIDE AND NEMA 4X IN LIVESTOCK ROOMS, SOLID NEUTRAL, SUPPORT FOR HPC FUSES, WATERPROOF CASE (NEMA 3R) OUTSIDE. WRITE INSIDE EACH SWITCH THE REQUIRED FUSE SIZE.

**FUSES:** UNLESS OTHERWISE STATED, THE FUSES WILL BE "HIGH BREAKING CAPACITY, FAST ACTING CLASS J OR L" FOR ARTERIES, "TIMED ACTING CLASS JT OR LT" FOR MOTORS AND HAVING CAPACITY (CALIBER) SHOWN ON PLANS. THE CONTRACTOR SHALL PROVIDE THREE (3) ADDITIONAL FUSES FOR EACH OF THE TYPES AND CALIBERS USED IN THIS CONTRACT. THE FUSES WILL BE DELIVERED PACKAGED BY TYPE AND SIZE IN SEPARATE RIGID BOXES.

**PANELS:** 120V/208V/1PH OR 3PH, 1Ø, NEMA 1 BOX, C/A BOLTED CIRCUIT BREAKERS WITH MINIMUM SYMMETRICAL INTERRUPTION CAPACITY OF 10 KA, C/A DOUBLE DOOR, DOUBLE HINGE AND SQUARE D KEY LOCK (SCHNEIDER ELECTRIC), TYPE NQ OR EQUIVALENT OF SIEMENS. SEE DETAILS ON PLANS.

**ASSEMBLY, CONTROLS AND CONNECTIONS:** IT IS THE RESPONSIBILITY OF THE ELECTRICITY CONTRACTOR TO PROVIDE AND INSTALL THE REQUIRED PLYWOOD PANELS TO RECEIVE THE ELECTRICAL DISTRIBUTION EQUIPMENT. THE ELECTRICITY CONTRACTOR WILL VERIFY, WITH THE MECHANICAL SECTION, THE EXACT LOCATION OF THE DIFFERENT EQUIPMENT TO BE CONNECTED.

**GROUNDING:** THE ELECTRICAL CONTRACTOR WILL PROVIDE AND INSTALL FOR ALL ELECTRICAL EQUIPMENT THE GROUNDING OR PIPE AS REQUIRED BY THE CANADIAN ELECTRICAL CODE IN EFFECT. GROUNDING MUST BE CONTINUOUS. A GROUNDING WIRE WILL BE INSTALLED ON ALL APPLIANCES. IN ADDITION, GROUNDING MUST MEET THE FOLLOWING REQUIREMENTS:

- 1. EXECUTE GROUNDING WORK IN ACCORDANCE WITH CSA C22.10-10
- 2. CONDUCTORS: BARE, STRETCHED, COPPER WIRE ANNUIZED AFTER STRETCHING, TINNED, CALIBER 4/0 AWG FOR EARTHED GROUND BARS, METAL STRUCTURES, AND CALIBER AS REQUIRED BY THE CODES FOR TRANSFORMERS, DEVICES, SWITCHING, MOTOR, ETC.
- 3. CONDUCTORS: UNDER PVC INSULATION OF TW75 GREEN COLOR, COPPER WIRE ANNUIZED AFTER STRETCHING, TWISTED, NON-TINNED, MINIMUM 12 AWG FOR GROUNDING THE EQUIPMENT.
- 4. MAIN BARS: 50 mm X 6,3 mm IN BARE COPPER FOR ALL NEW ELECTRICAL ROOMS CONNECTED VIA A 4/0 CABLE (ALUMINOTHERMAL CONNECTIONS) TO THE EXISTING MALT LOOP.
- 5. FOR ANY PROJECT WHICH ADDS OR REPLACES A DRY TRANSFORMER, THE CONTRACTOR MUST CHECK THE M.A.L.T. BY PLANTING A ROD ON THE GROUND, AND MEASURING THE RESISTANCE BETWEEN THIS ROD AND THE CONNECTION POINT OF THE M.A.L.T. OF THE BUILDING. THIS RESISTANCE SHOULD BE BELOW 5 OHMS. PROVIDE A REPORT.
- 6. ACCESSORIES: ANTI-CORROSION, NECESSARY TO COMPLETE THE GROUNDING SYSTEM, TYPE AND SIZE OF MATERIAL, AS REQUIRED. PLACE A CONNECTING WIRE ON THE FLEXIBLE CONDUITS, CAREFULLY FIXED ON THE OUTSIDE OF THE CONDUIT AND CONNECTED EACH END TO A PLUG WITH GROUNDING TERMINAL, TERMINAL WITHOUT WELDING, A CLAMP OR A SCREW WITH BELLEVILLE WASHER.
- 7. ALL NON-CURRENT METAL EQUIPMENT MUST BE GROUNDING BY A #6 AWG CONDUCTOR CONFORM TO QUEBEC ELECTRICAL CODE FOR LIVESTOCK BUILDINGS.

**EQUIVALENCE:** THE NAMES OF MANUFACTURERS, CATALOG REFERENCES AND TRADEMARKS WHICH MAY APPEAR ON PLANS ARE USED TO DEMONSTRATE THE KIND AND QUALITY OF EQUIPMENT, COMMODITIES AND MATERIALS REQUIRED. THE ELECTRICIAN CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING EQUIVALENCES.

**ISSUED FOR TENDER**  
DATE: JULY 24th, 2020

A	A: DETAIL NO	A	A: DETAIL NO
B	B: SOURCE OF DETAIL	C	C: ILLUSTRATED ON
C	C: ILLUSTRATED ON		

**NOTES:**  
THE CONTRACTOR IS ENTIRELY RESPONSIBLE OF ACCURATE MEASUREMENT AT THE CONSTRUCTION SITE AND OF COMPLIANCE WITH DIRECTIVES AND CONSTRUCTION PLANS.  
© CONSULTANTS LEMAY & CHOINIERE INC.  
THIS PLAN IS THE PROPERTY OF CONSULTANTS LEMAY & CHOINIERE INC. ALL REPRODUCTION OR COMMUNICATION CAN ONLY BE COMPLETED WITH THE PERMISSION OF CONSULTANTS LEMAY & CHOINIERE INC.  
CONSULTANTS LEMAY & CHOINIERE INC. IS NOT RESPONSIBLE OF THE ZOOLOGICAL AND AGRONOMICAL PERFORMANCE OF THE CLIENT.  
PRELIMINARY PLANS SHALL UNDER NO CIRCUMSTANCES BE USED FOR TENDERING OR CONSTRUCTION PURPOSES.  
PLANS FOR TENDER SHALL UNDER NO CIRCUMSTANCES BE USED FOR CONSTRUCTION PURPOSES.

1	ISSUED FOR TENDER	24/07/2020	VC	YC
NO	MODIFICATION	DATE	BY	VER.

**CONSULTANTS**  
**LEMAY & CHOINIERE**  
95A, Route 235, suite 200, Ange-Gardien, QC JOE 1E0  
(450) 293-8960 consultants@lemaychoiniere.com  
8278, av. Sous-le-Vent, Lévis, QC G6X 1K2  
(418) 832-4303 consultantsqc@lemaychoiniere.com

**CLIENT:**  
**AGRICULTURE & AGRI-FOOD CANADA**  
SHERBROOKE RESEARCH AND DEVELOPMENT CENTRE  
2000, COLLEGE STREET  
SHERBROOKE (QUEBEC) J1M 0C8  
E-MAIL: frederic.tremblay3@canada.ca

**PROJECT:** IN GROUP GESTATION WITH AUTOMATED ALIMENTATION

**DRAWING TITLE:** ELECTRICAL SPECIFICATIONS

**SCALE:** AS NOTED

**PAPER SIZE:** ARCH D (24.00 X 36.00 inches)

**DRAFTED BY:** VINCENT CROTEAU

**VERIFIED BY:** YVES CHOINIERE, eng. agr.

**DESIGNED BY:** YVES CHOINIERE, eng. agr.

**FILE:** 2016.275

**SHEET:** P7

**GENERAL CONSTRUCTION NOTES:**

BUILDING USE: LIVESTOCK BARN

BUILDING AND FOUNDATION DESIGNED IN ACCORDANCE WITH THE NBCC LATEST EDITION.

THE CONTRACTOR IS REQUIRED TO REVIEW THE COMPLETE SET OF CONTRACT DOCUMENTS AND CO-ORDINATE ALL TRADES. THE WORK MUST BE A COMPLETE, FUNCTIONING FACILITY, AS EXPLICITLY & IMPLICITLY DESCRIBED BY THE CONTRACT DOCUMENTS.

THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS PRIOR TO COMMENCING WITH THE WORK. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY DISCREPANCY OR DEVIATION IN THE EXISTING CONDITION PRIOR TO COMMENCING WITH THE WORK FOR FURTHER INSTRUCTIONS.

DRAWINGS ARE NOT TO BE SCALED, BUT MUST BE USED TO DETERMINE THE GENERAL LAYOUT. ALL DIMENSION DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER.

ALL NEW GRADE WORK IS TO BE SLOPED AWAY FROM BUILDING.

STRIP TOPSOIL, ENSURE THAT ALL ORGANIC MATERIAL IS REMOVED.

ALL FILL MATERIAL SHALL BE PLACED IN HORIZONTAL LAYERS NOT EXCEEDING 6" AND SHALL BE COMPACTED

ALL DIMENSIONS HAVE PRIORITY ON DRAWINGS. NO DIMENSIONS SHALL BE MEASURED DIRECTLY ON DRAWING.

NO DIMENSIONS ON PLAN SHOULD BE USED FOR PREFABRICATION. IN SITE MEASUREMENTS AND PROPER SKETCH/DRAWINGS TO BE SUPPLIED TO ENGINEER IN THE FORM OF SHOP DRAWING FOR APPROBATION PRIOR TO FABRICATION.

BUILDING CONCEIVED UNDER FARM BUILDING CODE 1995 FOR ALL ITEMS DESCRIBED BY SUCH SAID CODE. ANY AREAS NOT COVERED BY THE FARM BUILDING CODE 1995 SHALL USE THE ONTARIO BUILDING CODE LATEST EDITION AS A BASIS FOR DESIGN AND CONSTRUCTION OF THIS PROJECT.

ALL LOADS DEFINED BY PLAN SERIE SHALL IN NO INSTANCES BE EXCEED IN ALL PHASES OF CONSTRUCTION.

REFER TO ARCHITECTURAL PLAN SERIES FOR ATTIC VENTILATION. ATTIC VENTILATION TO CONFORM TO OBCC REQUIREMENT AS BASIS FOR DESIGN.

ALL FOUNDATION DESIGN ASSUME NO FROST PENETRATION BELOW ANY OF THE BUILDING FOOTING. PROPER SITE PREPARATION, BUILDING DRAINAGE AND INSULATION, AS WELL AS FINAL GRADING AS BEEN PUT IN PLACE FOR THESE REASONS AND IN NO INSTANCE SHALL BE MODIFIED WITHOUT PROPER CONSENT OF DESIGN ENGINEER.

**REINFORCEMENT (STEEL BAR – REBAR)**

THERE SHALL BE A MAXIMUM OF 33% OF TOTAL OVERLAPPING ON A SAME AXIS.

RESPECT MINIMAL OVERLAP

450mm FOR 10M  
600mm FOR 15M  
900mm FOR 20M

REBAR STEEL YIELD STRENGTH SHALL BE 400 MPa AND COMPLY WITH CSA G.3018 AND BE OF HIGH BOND DEFORMED TYPE ATTACH REBAR PRIOR TO CONCRETE CASTING WITH WIRE TIES # 16 IN ORDER TO STABILIZE THE FRAME.

**WIRESHESH**

-EACH SHEET REQUIRES A MINIMAL OVERLAP OF 150 MM

-MAINTAINED WITH CONCRETE BRICKS WITH 900 mm SPACING IN STAGGERED ROWS.

**CONTROL JOINT FILLING**

**WALLS**

FILLING WITH SONNEBORN NP1 OR SIKAFLEX 1A OR EQUIVALENT. THESE PRODUCTS SHALL BE APPLIED 7 DAYS AFTER CONCRETE CASTING, ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

FILLING WITH SONNEBORN S11 OR SIKAFLEX 2C SL OR EQUIVALENT SELF-LEVELLING CONCRETE. THESE PRODUCTS SHALL BE APPLIED 7 DAYS AFTER CONCRETE CASTING, AT 3mm (1/8") UNDER CONCRETE SURFACE ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

**FORMWORK REMOVAL**

FORMWORK REMOVAL SHALL BE DONE WHEN CONCRETE HAS REACHED A MINIMUM OF 5 MPa.

CONCRETE SHALL OBTAIN A 20 MPa COMPRESSION TEST BEFORE COMMISSIONING AND EMBANKING.

TIES OF INTERNAL AND EXTERNAL FORMS SHALL BE SEALED WITH SIKAGROUT 212 OR EQUIVALENT APPROVED BY CONSTRUCTION SITE SUPERVISOR.

**EMBANKMENT**

ANY FILLING OF THE STRUCTURE PERIMETER SHALL BE MADE WITH NON FROST-RIVEN CLASSIFIED MATERIALS.

**CONCRETE GENERAL NOTES:**

- THE ONTARIO BUILDING CODE LATEST EDITION AND ALL PERTINENT RECOMMENDATIONS OF CSA STANDARD A23.1 AND A23.3 SHALL BE THE BASIS FOR THE DESIGN AND CONSTRUCTION OF ALL WORK ON THIS PROJECT.
- ALL CONCRETE, UNLESS OTHERWISE STATED, SHALL BE DESIGNED AS FOLLOW: (AS PER CANADIAN FARM BUILDERS ASSOCIATION AND THE READY MIX CONCRETE ASSOCIATION OF ONTARIO)

- DESIGN BASED ON THE FOLLOWING CONDITIONS:
  - SPREAD FOOTINGS ON STIFF CLAY, COMPACT SILT, COMPACT SAND AND COMPACT GRAVEL;
  - SULPHATE RESISTANT CEMENT SHALL BE USED FOR ALL CONCRETE IN CONTACT WITH IN-SITU SOILS, KNOWN TO BE HIGH IN SULPHATE. NORMAL PORTLAND CEMENT SHALL BE USED FOR ALL OTHER CONCRETE.
- CONCRETE COVER FOR REINFORCING STEEL BE AS FOLLOW:

UNIT:	MEASUREMENT
A) CONCRETE DEPOSIT AGAINST SOIL	75 mm (3")
B) CONCRETE EXPOSED TO WEATHER, WATER, MANURE, GASES OR SOIL AFTER REMOVAL OF FORMS	60 mm (2 1/2")
C) SLAB AND WALLS EXCEPT AS NOTED IN A) AND B)	20 mm (3/4")

- BASE SOIL COMPACTION SPECIFICATIONS:
  - ALL FILL MATERIAL SHALL BE PLACED IN HORIZONTAL LAYERS NOT EXCEEDING 150 mm (6") AND SHALL BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY.
- ALL REINFORCING STEEL SHALL BE HIGH BOND DEFORMED BARS CONFORMING TO CSA G30.18 GRADE 400R FOR 10M, 15M OR LARGER.
- ALL BENDING DETAILS, DIMENSIONS, ANCHORAGE, CUT-OFF LENGTHS, BAR SUPPORTS, SPACERS AND LOCATION OF REINFORCING SPICES SHALL BE IN ACCORDANCE WITH CSA A23.3 LATEST EDITION, UNLESS OTHERWISE SHOWN.
- ALL REINFORCING SPICES SHALL BE LOCATED AT POINTS OF MINIMUM STRESS, UNLESS OTHERWISE SHOWN.
- PROVIDE CORNER BARS TO MATCH HORIZONTAL WALL REINFORCING ON THE OUTSIDE FACE OF ALL EXTERIOR CORNERS.
- WHERE OPENINGS OCCUR IN WALLS, PROVIDE 2: 15M BARS ON EACH SIDE EXTENDING 610 mm (24") BEYOND EDGE OF OPENING, UNLESS NOTED OTHERWISE.
- REINFORCING STEEL FOR ALL SUSPENDED BEAMS, COLUMNS AND SUSPENDED SLABS IN MANURE STORAGE AREAS IS TO BE EPOXY COATED.
- ALL DOWELS ACROSS POTENTIALLY LEAKING JOINTS IN A MANURE STORAGE ARE TO BE EPOXY COATED.
- CHAMFER ALL EXPOSED EDGES 25 mm (1") UNLESS NOTED OTHERWISE.
- DOORWAYS THRU UPSTANDS AND FOUNDATION WALLS SHALL BE CARRIED OUT AS FOLLOWS:
  - FORM OUT R.O.'S SO THAT NO DOOR IS LESS THAN 76 mm (3") AWAY FROM ANY INTERSECTING WALLS;
  - FORM OUT ALL R.O.'S 102 mm (4") WIDER THAN DOOR TO ALLOW FOR FRAME INSTALLATION;
  - FORM OUT R.O.'S 102 mm (4") BELOW FINISHED FLOOR ELEVATION TO ALLOW FLOOR SLAB TO BE POURED THRU DOORWAY.
- ALL POSTS MUST BE PLACED, LEVELED AND FIXED ON A CONCRETE BASE OF 8"X8"X6" (LENGTH X WIDE X THICKNESS) MINIMUM BEFORE CASTING CONCRETE AROUND THEM.
  - ALL CONCRETE ELEMENTS AND CONCRETE STRUCTURAL SHALL COMPLY WITH NBCC LATEST EDITION AND CSA A23.1, LATEST EDITION.
  - CONFIRM WITH ALL EQUIPMENT SUPPLIERS THAT ALL POURED IN EQUIPMENT IS PROPERLY INSTALLED PRIOR TO CONCRETE POURS.
  - CONTRACTOR IS RESPONSIBLE FOR ALL UNDER SLAB CONDUITS TO BE PROPERLY INSTALLED AS APPROVED PRIOR TO ANY SLAB POURS.

**DEFECTIVE CONCRETE AND WATER TIGHTNESS TEST**

AFTER FORMS REMOVAL, CONCRETE SHALL BE INSPECTED BY THE CONTRACTOR AND CLIENT'S REPRESENTATIVE. DEFECTIVE SPOTS (BEE NESTS, VOIDS, HOLES, ETC.) SHALL BE REPAIRED BY THE CONTRACTOR, AT HIS EXPENSES. WATERTIGHT STRUCTURES (GUTTER, LIQUID MANURE RESERVOIR, PRE-PI, ETC.) SHALL BE REPAIRED IN ORDER TO INSURE WATER TIGHTNESS.

ALL CRACKS BECOMING VISIBLE AFTER CONCRETE POURING SHALL BE REPAIRED ACCORDING TO PROJECT ENGINEER RECOMMENDATIONS.

THE CLIENT'S REPRESENTATIVE SHALL REQUEST A WATER TIGHTNESS TEST AT ANYTIME IN MAINTAINING A WATER LEVEL AS HIGH AS THE STRUCTURE IN SERVICE. WATER TIGHTNESS CORRECTIVE MEASURES REQUIRED SHALL COMPLY WITH REGULATIONS.

**CONCRETE CASTING AND FINISHES**

THE CONTRACTOR IS RESPONSIBLE FOR USING APPROPRIATE METHODS IN ORDER TO OBTAIN QUALITY WORK COMPLIANT WITH CLIENT'S NEEDS.

THE CONTRACTOR SHALL COMPLY WITH DIVERSE CODES, REGULATIONS, NORMS AND GUIDELINES IN FORCE. THE CONTRACTOR SHALL EXECUTE THE WORK ACCORDING TO THE GOOD ENGINEERING PRACTICE. THE CONTRACTOR SHALL RESPECT ALL SAFETY REGULATIONS.

IT IS PROHIBITED TO USE CALCIUM CHLORIDE TO REMOVE SNOW AND ICE ON CONCRETE SURFACES AND FORMWORK STEEL REINFORCEMENT. SNOW AND ICE SHALL BE REMOVED USING A STEAM JET.

CONSOLIDATE CONCRETE BY VIBRATION WHILE CASTING.

FORMWORKS SHALL NOT BE MOVED AFTER CONCRETE POURING.

SURFACES BEING IN CONTACT WITH CONCRETE SHALL BE HUMIDIFIED AND AT THE SAME TEMPERATURE THAN THE CONCRETE.

CONCRETE FINISH SHALL BE DONE WITH A METALLIC TROWEL EXCEPT IF INDICATED OTHERWISE ON THE PLAN.

**CONCRETE CURING**

**COLD TEMPERATURE**

IF WORK IS PERFORMED AT A TEMPERATURE LOWER THAN 5°C OR TEMPERATURE IS LOWER THAN 5°C WITHIN 24 HOURS FOLLOWING CONCRETE CASTING, CONTRACTOR SHALL MAINTAIN CONCRETE TEMPERATURE AT 10°C FOR AT LEAST 5 DAYS.

**HOT TEMPERATURE**

FOR TEMPERATURES OVER 27°C OF FOR EVAPORATION RATE SUPERIOR TO 0.75 kg /m<sup>2</sup>/h, CONTRACTOR MUST PROTECT CONCRETE SURFACE FROM PREMATURE DRYING FOR AT LEAST 36 CONSECUTIVE HOURS AFTER CASTING.

CONTRACTOR SHALL KEEP CONCRETE WET USING MILD WATER OR COVER CONCRETE WITH POLYTHENE OR USE RETARDING ADMIXTURE ACCORDING TO SUPPLIER'S INSTRUCTIONS.

**SITE GENERAL REVIEW**

- THE GENERAL SITE REVIEW WILL BE DONE BY "LES CONSULTANTS LEMAY & CHOINIÈRE INC.". THE CONTRACTOR SHALL INFORM THE FIRM AT LEAST 5 DAYS BEFORE THE BEGINNING OF WORK AND 48H BEFORE EVERY CONCRETE POUR.

**BACKFILL AROUND THE PERIMETER WALL**

- ALL BACKFILLING SHALL BE DONE WITH A MATERIAL NOT SUSCEPTIBLE TO HEAVE WITH FROST. WELL GRADED GRANULAR OR WELL GRADED SAND ACCORDING TO ONTARIO PROVINCIAL SPECIFICATION STANDARDS, TYPE GRANULAR "A"

**GRANULAR CUSHION**

- MATERIAL UNDER THE FOOTINGS AND/OR SLAB SHALL BE FREE-FLOWING CLEAN MATERIAL, TYPE GRANULAR "B" OR BETTER, SAND FREE OF PARTICLES LARGER THAN 3" (0.075 m) Ø OR GRAVEL 0-76mm WITH A UNIFORM DISTRIBUTION. (OPSS STANDARDS)

**COMPACTION SPECIFICATIONS:**

- ALL FILL MATERIAL SHALL BE PLACED IN HORIZONTAL LAYERS NOT EXCEEDING 6" (0.150 m) AND SHALL BE COMPACTED TO A MINIMUM OF 98% MODIFIED PROCTOR DENSITY.

ISSUED FOR TENDER  
DATE: JULY 24th, 2020

A	A: DETAIL NO	A	A: DETAIL NO
B	B: SOURCE OF DETAIL	C	C: ILLUSTRATED ON
C	C: ILLUSTRATED ON		

**NOTES:**

THE CONTRACTOR IS ENTIRELY RESPONSIBLE OF ACCURATE MEASUREMENT AT THE CONSTRUCTION SITE AND OF COMPLIANCE WITH DIRECTIVES AND CONSTRUCTION PLANS.

© CONSULTANTS LEMAY & CHOINIÈRE INC.

THIS PLAN IS THE PROPERTY OF CONSULTANTS LEMAY & CHOINIÈRE INC. ALL REPRODUCTION OR COMMUNICATION CAN ONLY BE COMPLETED WITH THE PERMISSION OF CONSULTANTS LEMAY & CHOINIÈRE INC.

CONSULTANTS LEMAY & CHOINIÈRE INC. IS NOT RESPONSIBLE OF THE ZOOLOGICAL AND AGRONOMICAL PERFORMANCE OF THE CLIENT.

PRELIMINARY PLANS SHALL UNDER NO CIRCUMSTANCES BE USED FOR TENDERING OR CONSTRUCTION PURPOSES.

PLANS FOR TENDER SHALL UNDER NO CIRCUMSTANCES BE USED FOR CONSTRUCTION PURPOSES.


1	ISSUED FOR TENDER	24/07/2020	VC	YC
NO	MODIFICATION	DATE	BY	VER.

  
**LEMAY & CHOINIÈRE**  
 95A, Route 235, suite 200, Ange-Gardien, QC JOE 1E0  
 (450) 293-8960 consultants@lemaychoiniere.com  
 8278, av. Sous-le-Vent, Lévis, QC G6K 1K2  
 (418) 832-4303 consultantsqc@lemaychoiniere.com

CLIENT: **AGRICULTURE & AGRI-FOOD CANADA**  
SHERBROOKE RESEARCH AND DEVELOPMENT CENTRE  
2000, COLLEGE STREET  
SHERBROOKE (QUEBEC) J1M 0C8  
E-MAIL: frederic.tremblay3@canada.ca

PROJECT: IN GROUP GESTATION WITH AUTOMATED ALIMENTATION

DRAWING TITLE: CONCRETE SPECIFICATION

SCALE: AS NOTED	
PAPER SIZE: ARCH D (24.00 X 36.00 inches)	
DRAFTED BY: VINCENT CROTEAU	
VERIFIED BY: YVES CHOINIÈRE, eng. agr.	
DESIGNED BY: YVES CHOINIÈRE, eng. agr.	FILE: 2016.275 SHEET: PB

UNIT:	SLABS AND COLUMNS OVER MANURE PIT	REINFORCED EXTERIOR WALLS OF MANURE PITS AND TANKS	INTERIOR GUTTER WALLS, GUTTER FLOORS AND PIT FLOORS	MILK HOUSE AND PARLOUR FLOORS	ALL OTHER FLOORS	ALL OTHER CONCRETE
A) MINIMUM COMP. STRENGTH (28 DAYS)	35 MPa (5076 psi)	32 MPa (4640 psi)	30 MPa (4350 psi)	30 MPa (4350 psi)	25 MPa (3600 psi)	25 MPa (3600 psi)
B) MAXIMUM AGGREGATE SIZE	19 mm (3/4")	19 mm (3/4")	19 mm (3/4")	19 mm (3/4")	19 mm (3/4")	19 mm (3/4")
C) AIR CONTENT	5-8%	5-8%	5-8%	5-8%	3-6%	5-8%
D) SLUMP (± 25 mm (±1")) (USE OF SUPER PLASTICIZER IS PERMITTED TO INCREASE SLUMP BY 50mm (2"))	102 mm (4")	102 mm (4")	102 mm (4")	102 mm (4")	102 mm (4")	102 mm (4")
E) CEMENT TYPE	10, GU	50, H5b	10, GU	10, GU	10, GU	10, GU
F) WATER/CEMENT RATIO	.40	.45	.50	.50	.50	.55
G) CURING TYPE (REFER TO CSA)	1	1 AND 2 CHEMICAL CURING	1	1	1	1
H) THICKNESS AND REINFORCEMENT	REFER TO STRUCTURAL PLAN	REFER TO STRUCTURAL PLAN	REFER TO STRUCTURAL PLAN	4" THICK WITH WWM 6X6 6/6	WWM NOT REQUIRED FOR FREE STALL PLATFORM	REFER TO STRUCTURAL PLAN

NOTES:  
1- REFER TO MANURE STORAGE PLAN FOR REQUIRED CHEMICAL CURING. H5b CEMENT SHALL HAVE 32 MPa @ 56 DAYS.  
2- FOR THE FEED ALLEYS, A CHEMICAL CONCRETE CURING AND HARDENER IS MANDATORY. PRODUCT: MEADOWS, MED-CURE OR APPROVED EQUIVALENT.





## **Appendix "F"**

### **INSURANCE TERMS**

## INSURANCE TERMS

- IN1    GENERAL
  - IN1.1    Worker's Compensation
  - IN1.2    Indemnification
  - IN1.3    Proof of Insurance
  - IN1.4    Insured
  - IN1.5    Payment of Deductible
  
- IN2    COMMERCIAL GENERAL LIABILITY
  - IN2.1    Scope of Policy
  - IN2.2    Period of Insurance
  
- IN3    AUTOMOBILE INSURANCE
  - IN3.1    Scope of Policy
  
- IN4    BUILDER'S RISK / INSTALLATION FLOATER
  - IN4.1    Scope of Policy
  - IN4.2    Amount of Insurance
  - IN4.3    Period of Insurance
  - IN4.4    Insurance Proceeds

### **IN1    GENERAL**

#### **IN1.1    Worker's Compensation**

- 1) The Contractor shall provide and maintain Worker's Compensation Insurance in accordance with the legal requirements of the Province or Territory where the work is being carried out.

#### **IN1.2    Indemnification**

- 1) The insurance required by the provisions of these Insurance Terms shall in no way limit the Contractor's responsibility under the Indemnification clause of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill his obligations under the aforesaid clause shall be at his own discretion and expense.

#### **IN1.3    Proof of Insurance**

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor shall deposit with Canada a CERTIFICATE OF INSURANCE (form AAFC / AAC5314) available upon request.
- 2) In the event that the Contractor already possesses an insurance certificate clearly demonstrating that their insurance coverage meets IN2.1 Scope of Policy provisions, then the Contractor may deposit an original copy of this insurance certificate.
- 3) Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

#### **IN1.4    Insured**

- 1) Each policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture & Agri-Food Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

## **INSURANCE TERMS (Continued)**

### **IN1.5 Payment of Deductible**

- 1) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

## **IN2 COMMERCIAL GENERAL LIABILITY**

### **IN2.1 Scope of Policy**

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
  - (a) an Each Occurrence Limit of not less than \$5,000,000.00 ;
  - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000.00 ; and
  - (c) a General Aggregate Limit of not less than \$10,000,000.00 per policy year, if the policy is subject to such a limit.
- 2) The policy shall either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - (a) Blasting.
  - (b) Pile driving and caisson work.
  - (c) Underpinning.
  - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
  - (e) Asbestos.
  - (f) Non-owed Automobile Policy.

### **IN2.2 Period of Insurance**

- 1) Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the CERTIFICATE OF SUBSTANTIAL PERFORMANCE.

## **IN3 AUTOMOBILE INSURANCE**

### **IN3.1 Scope of Policy**

- 1) Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property.

## **INSURANCE TERMS (Continued)**

### **IN4 BUILDER'S RISK / INSTALLATION FLOATER**

#### **IN4.1 Scope of Policy**

- 1) The insurance coverage provided by a Builder's Risk policy or an Installation Floater policy shall not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.
- 2) The policy shall permit use and occupancy of the project, or any part thereof, where such use and occupancy is for the purposes for which the project is intended upon completion.
- 3) The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:
  - (a) Asbestos.
  - (b) Fungi or spores.
  - (c) Cyber.
  - (d) Terrorism.

#### **IN4.2 Amount of Insurance**

- 1) The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy shall be changed to reflect the revised contract value.

#### **IN4.3 Period of Insurance**

- 1) Unless otherwise directed in writing by Canada, or, stipulated elsewhere herein, the policy required herein shall be in force and be maintained from prior to the commencement of work until the day of issue of the CERTIFICATE OF SUBSTANTIAL PERFORMANCE.

#### **IN4.4 Insurance Proceeds**

- 1) The policy shall provide that the proceeds thereof are payable to Her Majesty or as Canada may direct in accordance with GC 10.2 Insurance Proceeds.
- 2) The Contractor shall, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.



## **Appendix "G"**

### **CONTRACT DOCUMENTS**

## MAJOR WORKS - CONTRACT DOCUMENTS

### SC01 CONTRACT DOCUMENTS

- 1) The following are the contract documents:
  - (a) Contract page when signed by Canada;
  - (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - (c) Drawings and Specifications;
  - (d) AAFC General Conditions form AAFC / AAC5321-E:
    - (i) GC1 General Provisions
    - (ii) GC2 Administration of the Contract
    - (iii) GC3 Execution and Control of the Work
    - (iv) GC4 Protective Measures
    - (v) GC5 Terms of Payment
    - (vi) GC6 Delays and Changes in the Work
    - (vii) GC7 Default, Suspension or Termination of Contract
    - (viii) GC8 Dispute Resolution
    - (ix) GC9 Contract Security
    - (x) GC10 Insurance
  - (e) Supplementary Conditions, if any;
  - (f) Insurance Terms form AAFC / AAC5315-E;
  - (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

### SC02 ACCEPTANCE AND CONTRACT

- 1) Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.



## **Appendix "H"**

### **CONTRACT**

## CONTRACT

### PURCHASING OFFICE

Agriculture and Agri-Food Canada  
 Eastern Service Centre  
 Tender Receiving Unit  
 2001 Robert-Bourassa Boulevard, Suite 671-TEN  
 Montréal, Quebec  
 H3A 3N2

**Your tender is accepted** to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the construction listed herein and on any attached sheets at the price or prices set out therefor.

Comments
----------

Vendor / Firm Name and Address
--------------------------------

Title Arrangement of sows in group at the Sherbrooke Research and Development Centre	
Solicitation / Contract No. 01B46-20-042	Date
Client Reference No.	
File No. 01B46-20-042	
Financial Code(s)  <input type="radio"/> GST <input type="radio"/> HST <input type="radio"/> QST	
F.O.B Destination	
Applicable Taxes Included	
Destination Sherbrooke Research and Development Centre 2000 College Street Sherbrooke, QC J1M 0C8	
Invoices - Original and two copies to be sent to : Sherbrooke Research and Development Centre 2000 College Street Sherbrooke, QC J1M 0C8	
Address Enquiries to:	
Telephone No.	Ext.
Fax No.	
Total Estimated Cost	Currency Type CAD
For the Minister	
_____ Signature	_____ Date





## **Appendix "I"**

### **Performance Specifications & Specifications for deconstruction-dismantling & Plans**



## Updated Guidance for Contractors Working in AAFC Buildings

- For the purposes of this document, the term Contractor will mean contractor, sub-contractor, consultants and sub-consultants. Contractors are responsible to ensure that all their hired sub-contractors also adhere to the requirements of this document.
- Prior to accessing AAFC building interiors, Contractors will hold a orientation meeting (tele or video conference) with AAFC Facility Manager and Project Manager, and the following will be agreed to in writing with the intent of maintain physical distancing:
  - Access/egress and material delivery door(s) for worksite.
  - Daily shift or specific occupancy times, including estimated number of personnel.
  - Construction or work zone limits.
  - Use of site: washrooms, drinking water, parking location, garbage and recycling disposal.
  - Protocol that whenever physical distancing cannot be achieved at the worksite, facial covering will be worn by all personnel involved (AAFC and Contractor).
- Contractors are to submit signed confirmation that they understand and will follow requirements set out in attached **COVID-19 Check List for Contractors Working in AAFC Buildings**.



## COVID-19 Check List for Contractors Working in AAFC Buildings

Prior to beginning contracted work in an AAFC building, Contractors are to submit signed confirmation that they and their hired subcontractors agree to the following:

- Contractor will follow **Canadian Construction Association's COVID-19 – Standardized Protocols for All Canadian Construction Sites**. (<https://www.cca-acc.com/covid-19-resources/>)
- All contractor personnel will complete Government of Canada's online **COVID-19 Symptom Self Assessment Tool** each day prior to work shift and will not come to AAFC site if Tool advises or recommends to self-isolate, stay at home or seek medical attention. (<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>)
- Advise AAFC Representative as soon as possible if any of Contractor's personnel who have worked in an AAFC building begin to exhibit flu-like symptoms.
- All contractor and hired sub-contract personnel will follow local, provincial and federal public health guidance and requirements including that of **Public Health Agency of Canada (PHAC) for Coronavirus disease (COVID-19): Prevention and risk**. (<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/prevention-risks.html?topic=tilelink>)
- While on AAFC property, all Contractor and sub-contractors will comply to all posted signage in AAFC buildings, or advise AAFC Representative immediately if unable to comply.

These above mentioned requirements will be complied while conducting work in AAFC buildings for the duration of the contract.

---

Signature of Contractor Representative



## FORMS

- **Bid Bond**
- **Certificate of Insurance**
- **Labour and Material Payment Bond**
- **Performance Bond**
- **T4-A Certification**

## BID BOND

**BOND NUMBER:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Oblige, hereinafter called the Crown, in the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

for \_\_\_\_\_

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

Note: Affix Corporate seal if applicable.

## CERTIFICATE OF INSURANCE

To be completed by the Insurer

CONTRACT						
Description and location of work					Contract No.	
					Project No.	
INSURER			BROKER			
Company name			Company name			
Unit/Suite/Apt.	Street number	Number suffix	Unit/Suite/Apt.	Street number	Number suffix	
Street name			Street name			
Street type	Street direction	PO Box or Route Number	Street type	Street direction	PO Box or Route Number	
Municipality (City, Town, etc.)			Municipality (City, Town, etc.)			
Province/State	Postal/ZIP code		Province/State	Postal/ZIP code		
INSURED			ADDITIONAL INSURED			
Contractor name			Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food Canada.			
Unit/Suite/Apt.	Street number	Number suffix				
Street name						
Street type	Street direction	PO Box or Route Number				
Municipality (City, Town, etc.)						
Province/State	Postal/ZIP code					
POLICY						
Scope of Policy	Number	Inception Date	Expiry Date	Limit of Liability		
				Per Occurance	General Aggregate Limit	Products / Completed Operations Aggregate Limit
Commercial General Liability						
Builder's Risk "All Risks"/ Installation Floater "All Risks"						
Automobile Insurance				(not less than \$1,000,000.00 inclusive per occurrence)		
Other (list)						
Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover Her Majesty as an Additional Insured. The Insurer agrees to notify Her Majesty and the Named insured in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.						
_____ Name of Insurer's Officer or Authorized Employee			_____ Telephone number		_____ Ext.	
_____ Signature			_____ Date			

## LABOUR AND MATERIAL PAYMENT BOND

BOND NUMBER: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

WHEREAS, the Principal has entered into a Contract with the Crown dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
for \_\_\_\_\_

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if payment is promptly made to all Claimants who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
2. For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
3. The Principal and the Surety hereby jointly and severally agree with the Crown that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the Crown may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the *Financial Administration Act* to such Claimant.
4. For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.
5. Any material change in the Contract between the Principal and the Crown shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.

6. No suit or action shall be commenced hereunder by any Claimant:

- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
  - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;
  - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal;
- (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
- (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.

7. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

8. The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.

9. The Surety shall not be liable for a greater sum than the amount specified in this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

Note: Affix Corporate seal if applicable.



## PERFORMANCE BOND

**BOND NUMBER:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the Principal entered into a Contract with the Crown dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
for \_\_\_\_\_

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Whenever the Principal shall be, and declared by the Crown to be, in default under the Contract, the Surety shall:
  - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
  - (b) if the work is taken out of the Principal's hands and the Crown directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work,
    - (i) it shall be between the Surety and the completing contractor, and
    - (ii) the selection of such completing contractor shall be subject to the approval of the Crown,
  - (c) if the work is taken out of the Principal's hands and the Crown, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Crown under the Contract,
  - (d) be liable for and pay all the excess costs of completion of the Contract, and
  - (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the Crown, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Crown, any Contract moneys earned by the Principal or holdbacks related thereto held by the Crown may be paid to the Surety by the Crown.
2. The Surety shall not be liable for a greater sum than the amount specified in this Bond.
3. No suit or action shall be instituted by the Crown herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

Note: Affix Corporate seal if applicable.



T4-A CERTIFICATION

The Contractor shall complete and submit this T4-A Certification within fourteen (14) calendar days of Notification of Contract award and within fourteen (14) calendar days immediately following any change to the information already provided under the Contract. Failure to provide this information or failure to provide the correct information shall result in a fundamental breach of the Contract.

1. The Contractor shall enter a [ x ] in one of the boxes below opposite the description that best describes its status.

- [ ] A business incorporated either federally or provincially;
[ ] An unincorporated business, either as a sole proprietor or a partnership; or
[ ] An individual.

Note: The information provided in Section 2 must correspond with that provided in Section 1.

Corporate or unincorporated business or individual's name: \_\_\_\_\_

Street Name or Box #: \_\_\_\_\_

City, Town or Village: \_\_\_\_\_

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

Postal Code: \_\_\_\_\_

2. Contractor shall complete Section 2(a) or 2(b) or 2(c), whichever is applicable to its situation.

(a) If incorporated:

Business Number (BN): \_\_\_\_\_, or
GST / HST Number: \_\_\_\_\_, or
T2 Corporation Tax Number (T2N): \_\_\_\_\_, whichever is applicable

(b) If unincorporated:

Social Insurance Number (SIN): \_\_\_\_\_, and
Business Number (BN): \_\_\_\_\_, or
GST / HST Number: \_\_\_\_\_, whichever is applicable

Note: The Unincorporated Business Name must be the same as the name associated with the Revenue Canada Business Number or the GST Number.

(c) If individual:

Social Insurance Number (SIN): \_\_\_\_\_, and
Business Number (BN): \_\_\_\_\_, or
GST / HST Number: \_\_\_\_\_, whichever is applicable

Note: The Individual's Name must be the same as the name associated with the Social Insurance Number.

3. WE HEREBY CERTIFY that I/We have examined the information provided above, including the legal name, address and Revenue Canada identifier (SIN, BN, GST / HST No., T2N), as applicable, and that it is correct and complete, and fully discloses my/our identification.

Contractor's signature Title of Signatory Date