



**MINISTÈRE  
DE L'EUROPE  
ET DES AFFAIRES  
ÉTRANGÈRES**

*Liberté  
Égalité  
Fraternité*

**Direction des immeubles et de la logistique**

Projets Monde

Antenne immobilière régionale Europe

## **CONSTRUCTION CONTRACT**

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### **SPECIAL ADMINISTRATIVE TERMS AND CONDITIONS (CCAP)**

<b>Contracting authority acting as project owner</b>
Ministry for Europe and Foreign Affairs French Embassy in Germany

<b>Representative of the Contracting Authority (RPA)</b>
The French Ambassador to Germany

<b>Project manager</b>
The Buildings and Logistics Department (DIL/World Projects) European Real Estate Branch

<b>Subject of the contract</b>
<b>WEISSENTHURM – General restoration and exterior improvements to the Hoche Monument</b>

*This document has been freely translated from French into English to facilitate understanding by candidates.*

*In the event of any discrepancy between the French document and the English translation, the French document shall prevail.*

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## ARTICLE 1. PURPOSE OF THE CONSULTATION

### 1.1 Purpose of the contract and place of performance

#### **Name of the operation:**

"General restoration and exterior improvements to the Hoche Monument in Weissenthurm, Germany"

#### **Place of performance of the works:**

Hoche Monument  
Am Hoche 15, 56575 Weißenthurm,  
Germany

### 1.2 Main features of the project

The Hoche Monument in Weißenthurm is the largest French funerary monument outside France. It was erected in honour of General Louis-Lazare Hoche, who died in 1797 while commanding the Army of the Rhine and Moselle. This monument, owned by the French State, was built in 1798 above the White Tower (Weisser Turm) and was finally completed after the First World War in 1919. It stands 15 metres high. Replicas of Boizot's bronze reliefs were added in 1928.

Following a health and safety assessment carried out in 2021, it was decided to undertake a complete renovation.

The planned work includes the complete restoration of the Hoche monument. In addition to this restoration work, there are also plans to redevelop the ground and surrounding structures, as well as road and utilities work to improve rainwater management.

### 1.3 Designation of parties involved

#### 1.3.1 Project owner

##### **Designation of the contracting authority:**

Ministry for Europe and Foreign Affairs  
French Embassy in Germany  
Represented by the French Ambassador to Germany

##### **Project manager:**

The operation will be managed by the European real estate branch of the Buildings and Logistics Department, based in Paris.

- o Contact point: [emilie.trinh@diplomatie.gouv.fr](mailto:emilie.trinh@diplomatie.gouv.fr)

#### 1.3.2 Project management

Project management will be carried out by a consortium designated in this contract as the Project Manager:

##### **Agent:**

##### **Agence GOUTAL A.C.M.H**

110 Rue Faubourg Poissonnière  
75010 Paris  
Tel. 01 42 59 18 17

##### **Co-contractors:**

##### **BET Paysage – JM POLO Concept**

1 Rue des Champs  
57350 Stiring-Wendel  
Tel.

##### **Economist – François Firm**

14 Rue de Queuleu  
57070 Metz

Tel.

The project manager's role complies with French MOP legislation (Law No. 85-704 of 12 July 1985 on public project management and its relationship with private project management) incorporated into the Public Procurement Code. It includes design work and monitoring the execution of works.

### 1.3.3 Scheduling, management and coordination of the construction site (OPC)

The holder of the site scheduling, management and coordination assignment: not yet appointed.

### 1.3.4 Technical inspection (CT)

The works covered by the contract are subject to technical control carried out by:

Not defined.

### 1.3.5 Health and safety coordination (CSPS)

The works covered by the contract are subject to health and safety coordination, which will be carried out by:

Not defined.

## ARTICLE 2. CHARACTERISTICS OF THE CONTRACT

### 2.1 Contract language

Bids from candidates shall be written entirely in French or in French and English or German. However, only the French version shall be deemed authentic, and any translations required by the contractor in connection with the performance of the contract shall be at the contractor's expense.

The contract may be signed in French and/or English.

The working language, both spoken and written, as well as the contractor's deliverables, shall be in French and/or English, as decided during the project preparation phase.

### 2.2 Breakdown of the contract

#### 2.2.1 Form of contract

This is a lump sum contract.

#### 2.2.2 Allotments

The works contract is divided into four lots:

- Lot No. 1 – Site installations – Cut stone masonry – Marble work – Roads and utilities – Green spaces;
- Lot No. 2 – Restoration of bronze works;
- Lot No. 3 – Roofing;
- Lot No. 4 – Locksmithing – metalwork.

#### 2.2.3 Options

Not applicable.

#### 2.2.4 Stages

No division into phases is planned.

#### 2.2.5 Phases

No phases are planned. Please refer to the provisional schedule attached to the tender documentation.

#### 2.2.6 Renewal terms

This contract is not renewable.

## 2.3 Completion deadlines

The completion deadline and the terms and conditions for commencement are set out in Article E of the contract agreement for this contract.

## 2.4 Service orders

The service order is the decision of the project owner specifying the terms and conditions for the performance of all or part of the services covered by the contract.

Service orders are prepared by the project manager and dated and signed by the project owner.

Any reservations that a service order may give rise to on the part of the contractor shall be notified to the project owner within fifteen days of receipt.

Only service orders notified by the project owner to the contractor shall be enforceable against the latter.

## 2.5 Subcontracting

In accordance with the CCAG-Travaux, subcontracting is authorised under the following conditions:

A subcontractor may only carry out its tasks provided that, on the one hand, the Project Owner has accepted it and approved its terms of payment and, on the other hand, it has sent a specific health and safety plan for its work to the health and safety coordinator, if one has been appointed for the project.

**The work carried out by subcontractors is paid for directly by the purchaser** under the conditions stipulated in the special subcontracting agreement DC4 attached to the consultation file.

In the case of indirect subcontracting, subcontractors must have their indirect subcontractors (also known as lower-tier subcontractors) approved under the same conditions as direct subcontractors.

## ARTICLE 3. Contract documents

Notwithstanding Article 4.1 of the French CCAG works, the constituent parts of the contract are, in descending order of priority:

- the contract and its annexes:
  - the contract finalisation;
  - any special subcontracting declaration documents (DC4);
  - the list of questions and answers during the candidate consultation phase;
- these special administrative clauses (CCAP)
- All graphic documents for the technical and architectural lots
- the special technical specifications (CCTP) and its graphic documents;
- the general administrative clauses for public works contracts ([decree of 30 March 2021](#));
- the provisional schedule;
- the work schedule agreed at the end of the preparation period and notified to the contractor by service order;
- the completed framework for the breakdown of the overall fixed price (DPGF). This will only be considered a contractual document for the determination of unit prices used to settle monthly instalments and additional works that may be ordered by the project owner. It may not therefore be used to provide any contractual indication whatsoever of the quantities or nature of the works and supplies to be performed by the successful tenderer.
- the contractor's technical bid;
- the special subcontracting agreements and any amendments thereto, subsequent to the notification of the contract;

In the event of any contradiction between the provisions of the contract documents, they shall prevail in the order of priority above.

## ARTICLE 4. Prices and settlement of accounts

### 4.1 Content and nature of prices charged

This contract is subject to a lump sum price as stated in the commitment document and included in the breakdown of the lump sum price (DPGF).

The price offer is based on the economic conditions in force in **month M0**, as mentioned on the cover page of the commitment document.

Prices are quoted in euros excluding Value Added Tax (excluding VAT) and are deemed to include all expenses resulting from the performance of the works and services, including overheads, taxes and duties, and to provide the contractor with a margin for risks and profits.

In addition to the provisions of Article 9.1 of the CCAG-Travaux, prices are deemed to take into account all the constraints of performing the works and services that are normally foreseeable in the conditions of time and place where such works and services are performed, including in particular:

- any translation costs necessary for the contractor;
- the costs of organising the various service providers on the site;
- consideration of bad weather, in accordance with Articles 4.2 of these Special Conditions and 18.2.3 of the French General Conditions of Contract for Works;
- taking into account any work stoppages for noisy work decided by the project owner in accordance with the following clauses relating to the organisation of the site (Article 6.7);
- security, lighting and cleaning of the common areas of the site, as well as their external signage;
- site installations, means of access and walkways, as well as their development during the various phases of the site;
- any costs associated with compliance with the safety requirements imposed by the following clauses and during meetings with the project owner;
- the presence of pipes, conduits and cables of any kind, as well as the work required to move or modify these installations;
- costs resulting from the disposal of construction waste;
- utilities (water, electricity, internet and telephone subscriptions) for the construction site.

The contractor is deemed to have familiarised themselves with the premises and all elements relating to the execution of the works.

The contractor is deemed to have anticipated, when preparing their bid, and to have included in their price, any modifications and additions that may be necessary for the execution of the works, resulting from any inaccuracies, contradictions or omissions that may be present in the contract documents.

Companies are required to verify the accuracy of the quantities before submitting their bids. No claims by the company will be considered after the contract has been signed.

#### 4.2 Inclement weather day: definition in accordance with Article 18.2.3 of the CCAG Works

Any exceptional weather event whose severity makes it impossible or dangerous to carry out the work may be considered a bad weather day within the meaning of Article 18.2.3 of the CCAG Works. The concept of danger may be assessed in terms of the health or safety of workers, or in terms of the nature of the work or the technique used. These weather events therefore hinder the normal performance of the work.

#### 4.3 Specific obligations of the contractor

Within 20 days of the date of notification of the contract, the contractor must provide, at the request of the project manager, any document enabling the latter to obtain additional information on the prices proposed by the contractor (breakdown of each of the unit prices, breakdown of certain prices, breakdown of lump sum prices according to the standard breakdown attached).



## 4.4 Settlement of accounts - Payment

### 4.4.1 General

Accounts shall be settled in accordance with Article 12 of the CCAG-Travaux.

Invoices or statements shall be delivered by hand at site meetings and sent by email to the project manager, with a copy to the project owner, in editable format.

Any items that are not delivered or sent by email or registered letter with acknowledgement of receipt to the project manager, with a copy to the project owner, shall be deemed not to have been received.

The breakdown of lump sum prices shall be used, on the one hand, to draw up draft statements of account and, on the other hand, to estimate and settle any modifications to the work that may arise during the course of the project at the client's request.

Prices shall be increased by the VAT rate in force at the time the payment documents are drawn up.

The contractor shall provide a provisional statement of payments corresponding to the actual progress of the work, month by month, based on the contractual schedule and the initial prices.

### 4.4.2 Distribution of payments

The contract specifies what is to be paid to the contractor and its co-contractors, if any.

### 4.4.3 Distribution of common expenses

The contractor is responsible for managing and allocating the common costs incurred by all companies working on site, in particular the use of site skips, heating, water and electricity costs for the site, and cleaning of the VIE bases and surrounding areas. Please refer to the CCTC (common specifications for all trades) and the general coordination plan.

For water and electricity specifically, each entity is responsible for its own consumption:

- the contractor for the VIE base, its site activity (including that of any co-contractors and subcontractors);
- the project owner for the activities of its services and any subcontractors.

A meter reading will be taken at the start of the project (the consumption value will be zero), then a periodic reading will be taken (the frequency to be chosen during the preparation period: monthly, quarterly, half-yearly or annually) to enable the company's consumption to be re-invoiced. Payment of utility bills is made by means of a reduction in the monthly statements issued by the contractor.

When the final statement is submitted, the contractor will draw up a summary of the utilities invoiced as a reduction in value on the previous monthly statements. Otherwise, the final statement will not be processed.

### 4.4.5 Application of value added tax (VAT)

Companies domiciled in France will be invoiced excluding VAT. For companies domiciled outside France, the VAT regime will depend on the country of domicile of the company and will be contractualised when the contract is finalised prior to signature.

Traditionally, according to intergovernmental agreements, either work carried out in French embassies is exempt from VAT, or VAT is payable but can be reimbursed to the French State by the Ministry of Finance of the country of domicile of the company to be paid.

The amounts of the monthly instalments and the balance are calculated by applying the VAT rates in force at the time the services are performed.

These amounts may be adjusted for the purposes of establishing the general statement by applying the VAT rates in force at the time the services are performed.

## 4.5 Price variations

The impact on market prices of changes in the components of the cost of services is deemed to be settled by the following provisions:

Prices are subject to revision by applying a formula that reflects changes in the cost of the services and in accordance with the terms set out in Articles 4.5.2 and 4.5.3.

Compensation, penalties, deductions and bonuses are calculated excluding VAT and are not affected by the implementation of the price variation clause.

#### 4.5.1 Month of price setting

Prices are deemed to be established on the basis of the economic conditions of the month preceding the month in which bids are submitted. This month is referred to as "Month Zero" (M0) and is specified in the contract.

#### 4.5.2 Choice of reference indices

The reference indices chosen for their structure for the revision of the works covered by all lots are available on the INSEE website.

The indices and references chosen according to their criteria are applicable to lots 1, 3 and 4 and as indicated in the table below.

The reference indices are applied to the following prices:

Items	Description	Index		Price
01	CONSTRUCTION SITE INSTALLATIONS – MASONRY – STONE MASONRY – MARBLE WORK – ROADS AND UTILITIES – GREEN SPACES	BT50	Renovation and maintenance of all building trades	at all prices
03	ROOFING	BT34	Zinc and metal roofing (except copper)	at all prices
04	LOCKSMITHING - METALWORK	BT42	Steel joinery and locksmithing	at all prices

Price variations do not apply to penalties and bonuses.

Price variations do not apply to deductions or compensation, other than cancellation or waiting period compensation.

For cancellation or waiting allowances, the variation is calculated using the first index defined in the table above.

#### 4.5.3 Price revision terms

The revision coefficient  $C_n$  is given by the formula

$$C_n = I_n / I_0$$

Where:  $I_0$  = Initial value of the index for the month in which prices are established "month 0"

$I_n$  = Index value for the month in which the work is carried out

The frequency of the revision follows the frequency of the instalment.

However, if the advance payment settlement period exceeds one month, the month to be taken into account is the last month of the period.

Pursuant to the first paragraph of Article R. 2191-27 of the CCP, the final value of the references used for the application of this clause shall be assessed no later than the contractual completion date of the services or the actual completion date, whichever is earlier.

Where a provisional revision has been made using an index prior to the one to be applied, no further revisions shall be made until the final revision, which shall take place on the first payment following the publication of the corresponding index.

#### 4.5.4 Assigned public accountant

The public accountant assigned to payments is designated as follows:

Madame la Directrice spécialisée des finances publiques pour l'étranger,

Postal address: 30 rue Malville, 44040 Nantes Cedex 1

Telephone: +33 (0) 2 40 16 12 00

Email: [dsfipe@dgfip.finances.gouv.fr](mailto:dsfipe@dgfip.finances.gouv.fr)

#### 4.5.5 Payment terms

The payment deadline is 30 days from receipt of the payment request. No payment request may be submitted before the services have been performed.

## ARTICLE 5. FINANCING AND SECURITY CLAUSES

### 5.1 Retention of guarantee

Each payment shall be subject to a guarantee retention at a rate of 5% under the following conditions:

- The sole purpose of the retention is to cover any reservations made during the warranty period for perfect completion when defects were not apparent or their consequences were not identifiable at the time of acceptance.
- The retention bond is deducted in instalments from the advance payments, final partial payments and the balance.
- In the event that the amount owed to the contractor does not allow for the deduction of the retention, the contractor is required to provide a guarantee on first demand.
- The retention guarantee is refunded within thirty days of the expiry of the guarantee period. However, if reservations have been notified to the creditor during the guarantee period and have not been lifted before the expiry of that period, the retention guarantee is refunded within thirty days of the date on which they are lifted.

The retention bond may be replaced, at the discretion of the holder, by a first demand guarantee:

- The substitute guarantee shall be provided for the total amount of the contract, including any modifications made during performance.
- The amount of the substitute guarantee may not exceed that of the retention guarantee it replaces.
- The substitute guarantee shall be provided by the agent for the total amount of the contract.
- In the event that the substitute guarantee is not provided or supplemented by the date on which the contractor submits the request for payment corresponding to the first instalment, the portion of the retention guarantee corresponding to the instalment shall be deducted by the purchaser.
- The organisation providing the guarantee shall be chosen from among third parties approved by the French Prudential Supervision and Resolution Authority. Where this organisation is foreign, it shall be validated by the project owner after receipt of all supporting documents deemed useful by the contractor.
- The purchaser may reject the organisation providing the guarantee.

The retention guarantee is refunded and the institutions that have granted their guarantee on first demand are released no later than one month after the expiry of the guarantee period for perfect completion.

### 5.2 Advance

An advance payment shall be granted to the contractor if the initial contract amount exceeds €50,000 excluding VAT and provided that the execution period exceeds two months. The payment period for this advance payment shall run from the notification of the service order, which marks the start of the execution of the contract. The contractor may refuse to receive this advance payment.

The advance payment is set at 5% (see CCAP) of the contract amount including all taxes.

When the contract period exceeds twelve months, the amount of the advance payment is set at 5% of a sum equal to twelve times the initial amount of the contract including all taxes, divided by its duration

expressed in months. The amount of the advance payment made to the contractor is neither revisable nor adjustable.

If the company is invoiced excluding VAT, the deposit shall be calculated on the pre-tax amount of the contract.

The instalment repayment of the advance shall begin to be deducted from the sums due to the contractor when the amount of the services performed by the contractor reaches 65% of the total contract amount including all taxes and shall be completed when the amount of the services performed by the contractor reaches 80% of the total contract amount including all taxes.

## ARTICLE 6 PREPARATION, COORDINATION AND EXECUTION OF THE WORK

### 6.1 Preparation period

The duration of the preparation period is specified in Article 5 of the contract.

The project owner shall organise a kick-off meeting and a meeting to validate the preparation period with the project manager, the technical controller, the health and safety coordinator, the Consul General of France in Frankfurt, the diplomatic security department, the digital department, the postal services department, and certain embassy staff involved in the organisation of the project.

Prior to the start of any work, the contractor shall carry out the following operations:

- Appointment of subcontractors;
- Preparation by the contractors and submission for approval by the project manager and the CSPS, under the conditions set out in Article 28-2 of the CCAG-Travaux:
  - the work execution programme, to which shall be appended the plans for the site facilities and temporary structures (VIE base, modular office area for displaced staff, planned access routes and walkways, their connection to water, electricity and sanitation networks, and their completion dates);
  - the detailed execution schedule (drawn up by the OPC based on the time required for each task as provided by the contractors) accepted and signed by all contractors, in conjunction with the project manager responsible for the OPC mission. In addition to the detailed execution schedule, the contractor shall prepare a simplified schedule of the macro-phases of the project subject to partial acceptance. Once validated by the embassy services, these schedules will become contractual for the application of penalties.
  - The dates and times of site meetings will be set precisely. The contractor is required to be present or represented at meetings if summoned by the project manager. Accuracy will be strictly enforced.
- These points will be requested at the first site meeting (kick-off meeting). Companies will have one week to provide these documents. At the end of the preparation period, the execution schedule will be notified to the companies by service order.
- Verification of the construction plans, calculation notes and detailed studies under the conditions set out in Article 29.2 of the CCAG-Travaux and Article 6.2 below;
- Inventory carried out with the project manager;
- Obtaining passes for all personnel likely to be involved in the construction site. This step must be anticipated as soon as the start service order is issued, given the need to have copies of the identity documents of all personnel involved in the construction site.
- Preparation of breakdowns of lump sum prices to enable monthly progress reports to be drawn up. Pending their preparation, draft statements are drawn up on the basis of the breakdowns appended to the contract;
- Submission of documents (plans, technical notes used to prepare the DIUO (file for subsequent work on the structure)).

### 6.2 Reminder of the roles of the various project stakeholders – orders – site personnel

### **The user service: the EMBASSY**

- The French ambassador or deputy ambassador (acting in their stead): they are the representative of the contracting authority for this contract.
- The Secretary General of the Embassy (SGA): his role is to represent the ambassador or the number two, and to liaise with the embassy and consulate general services.
- Consul General of Frankfurt: his role is to represent the contracting authority at meetings related to the construction site and to liaise with the local administrative services in Weissenthurm. He approves all organisational and planning proposals made during the construction period, in accordance with this works contract.

### **The project manager (DIL): THE BUILDINGS AND LOGISTICS DEPARTMENT (DIL)**

- The project manager: their role is to monitor the execution of this contract, ensuring that costs, deadlines and quality are met. They are the sole link between private operators (project management, construction companies, technical controller, health and safety coordinator) and the user department.

### **Project manager (PM): Agence GOUTAL**

- The MOE project manager: their role is to monitor the execution of the works in accordance with the terms of this contract, deadlines, costs and the required quality. They liaise between the companies in charge of the works and the project manager.

### **The technical controller (CT): not defined**

- The technical controller: their role is to ensure compliance with standards in the various areas entrusted to them, in accordance with the European and French standards required in this contract.

### **The health and safety coordinator (CSPS) : not defined**

- The CSPS: their role is to ensure the health and safety of workers and user service agents during the construction project by proposing, validating and monitoring organisational arrangements, the movement of goods and people on site, the co-activity of companies, and the installation of construction areas (base camp, work areas, etc.).

The holder of this contract may only respond to orders from the project manager. If a direct order to the holder comes from the representative of the user service, the technical controller or the health and safety coordinator, then the holder must obtain prior approval from the project manager or the operations manager before implementing it.

Orders affecting the schedule of the operation, the content or cost of the work or any other structural element (organisation, safety, business continuity, image, etc.) shall be subject to a service order signed by the project owner.

For minor, non-structural daily adjustments, written exchanges by email shall suffice.

### **The contractor must appoint the following within its team:**

- A representative of the consortium capable of committing the contractor to structural decisions related to contractual, technical and financial aspects;
- A site manager present on site, who will be the main point of contact for the project manager and other stakeholders, responsible for the execution of the project and the people present on site;
- A traffic controller: dedicated on a daily basis to organising and controlling the entry and exit of personnel linked to the contractor on site (checking the identity of workers, receiving deliveries, lorries, etc.). In particular, they will be present and visible when the site opens in the morning, at the start of the afternoon after the lunch break and during all deliveries scheduled in the calendar. He will keep a daily attendance register of all personnel present on site at any given time. He will occupy the access control gatehouse described in the CCTP.

### 6.3 - Operational contact details of project stakeholders

A table containing the precise operational contact details of all parties involved in the project shall be drawn up by the contractor during the site preparation period. It shall fit on one A4 page, be updated whenever there is a change of personnel, and be displayed on the embassy premises.

### 6.4 Constraints of the site covered by this contract

The following are the main constraints of the works covered by this contract, from which all the organisational clauses described in these Special Conditions of Contract are derived:

The site of the works is diplomatic property: this implies

- Confidentiality of all exchanges relating to the project between parties;
- The organisation of the site to maintain the inviolability of the premises;

The exemplary condition of the site (cleanliness, external cladding, behaviour of workers, etc.) to uphold the image of the embassy.

### 6.5 Schedules provided for in this contract – spatial organisation of the construction site

The organisation of the project and the multiplicity of stakeholders involved require the production of several levels of planning:

- The detailed execution schedule: this is the complete, detailed contractual execution schedule, which is the primary technical working document between the project manager and the contractor. It is drawn up during the preparation period and becomes contractual at the end of the preparation period;
- The simplified schedule of the macro-phases of the site: this schedule, a simplified version of the detailed execution schedule, allows the macro-phases of the site to be set. Within the macro-phases, the precise organisation of tasks may be adjusted (depending on constraints, various contingencies, weather, etc.) in agreement with the project manager, who will indicate the current version of the detailed execution schedule each month.
- The monthly schedule: This is a non-technical communication document between the companies and the user department, to be prepared and presented at each monthly COPIL meeting in month N, the template for which will be validated during the preparation period. It must be easily understandable by all and include the following items, in A3 format:
  - o The main works or groups of works to be carried out in months N+1 and N+2, as a reminder;
  - o Milestones for any movements of personnel, furniture, files and equipment within the next two months;
  - o The dates and durations of events at the residence and other services (receptions, official visits, lunches, various events, etc.) that will impact the project;
  - o Exceptional periods of non-noisy work required due to the above events and exceptional periods of noisy work required due to certain specific tasks;
  - o Milestones relating to changes in the spatial layout of people flows, entrances/exits, access and circulation. An A3-format plan relating to each new spatial layout will be provided to explain these arrangements;
  - o Any specific impacts due to the construction site (exceptional noise or visual pollution, power cuts, etc.) on the activity of one or more embassy departments;

The monthly schedule for month N (current) may not be modified by the holder, except in the event of unforeseeable structural contingencies and with the agreement of the project owner and project manager. The holder may, in exceptional circumstances, request a minor change to the monthly schedule for month N+1 approved by the COPIL up to 10 calendar days before the start of month N+1. The monthly schedule for month N+2 may be adjusted until the COPIL meeting for month N+1.

The spatial organisation of the site, which will change as the work progresses, must be set out in one or more A4 or A3 colour plans that are easy to understand, prepared for each COPIL meeting, indicating at least:

- The dates of validity of the layout presented;
- For outdoor areas:
  - o Access and circulation routes for agents, workers, the public and deliveries, indicated by arrows;
  - o The precise location of barriers delimiting the site from the outside and the areas inside.
  - o The possible footprint of scaffolding and other elevated installations;
  - o The locations of surveillance cameras and presence detectors;
- For interiors, by level (of the existing building and modular offices):

- Areas under construction that are inaccessible and off-limits (if asbestos removal is involved, provide specific regulatory signage in French, English and Finnish prohibiting access);
- Any storage areas used within the buildings;
- Premises that can be used safely and their access points;
- The names and locations of services within the premises;
- The layout of furniture in the modular offices according to the departments housed there;

## 6.6 - Comitology (or decision-making process) for the project

Comitology (or decision-making organisation) consists of defining how decisions are made on this project. Decisions relating to the execution of the project will be made in particular during the following mandatory meetings:

- THE KICK-OFF MEETING for the preparation period, within 15 working days of the contract notification: Presentation of the stakeholders, the specific features of the project, the detailed implementation schedule, the site facilities and modular offices, the organisational arrangements between the stakeholders involved in the project (format of transmissions, communications, format of reports, information sharing, etc.), etc.

- THE VALIDATION COMMITTEE MEETING for the preparation period, at the end of the preparation period: validation of the detailed work schedule, the schedule of events at the residence, the site facilities, the organisational arrangements between the parties involved in the project, etc.

- MONTHLY STEERING COMMITTEE MEETINGS with all stakeholders:

A steering committee meeting will be organised each month by the project manager (responsible for scheduling, coordination and management) with at least one representative from each decision-making stakeholder (company, CT, CSPS, DIL, embassy). The minimum agenda for these meetings, sent at least 5 working days before the meeting, will be as follows:

- Approval of the schedule (works, nuisances) for month N+1;
- Presentation of the schedule (works, nuisances) for month N+2 for approval;
- Approval of the spatial organisation (traffic flow, work areas, site facilities, specific constraints related to the works or user services, etc.) for the site for month N+1;
- Presentation of the spatial organisation (traffic flow, work areas, site facilities, specific constraints related to the works or user services, etc.) of the site for month N+2 for approval;
- Validation of the list of personnel involved in month N+1 (submit a table with the identities of all planned workers and a copy of a valid identity document for each worker);
- Presentation of the list of personnel involved in month N+2 for approval (send the table of identities of all planned workers);
- Update on the progress of work in the previous month N (with photos);
- Update on contracts and financial aspects;
- Possible update on the detailed implementation schedule;
- Possible update on the CSPS and/or CT;

In the event of significant unforeseen circumstances, an exceptional COPIL meeting may be organised at the proposal of the MOE and with the approval of the DIL.

For the above meetings, the project owner is responsible for inviting all project stakeholders (user departments, CT, CSPS, MOE, construction company, diplomatic security department, digital department, post resources department), chairing the meeting, and approving the agenda proposed by the MOE and the conclusions proposed by the MOE. The MOE is responsible for coordinating the production of all contributions, according to the document templates defined during the preparatory period, and for analysing them to identify the decisions to be taken at these meetings. The contractor proposes the templates for recurring documents, fills them in and updates them for each meeting, and



prepares the hard copies for the meetings (one complete copy of the file per person attending the meeting).

- WEEKLY SITE MEETINGS with the project manager and the company:

The project manager will organise the agenda and chair these meetings with the holder of this contract. The embassy, consulate general and DIL will be invited and may be represented.

- REACTIVE EXCHANGES between those involved in the project by email will enable rapid decision-making for the daily monitoring of the site. Given the distance between the project manager, certain members of the project management team and the embassy site, the client reserves the right to use an instant messaging system. This point will be discussed during the preparation period.

For all meetings in general:

- the project manager shall send a summary of the decisions taken, findings, instructions or observations within two working days of the meeting. If no comments are received from the parties within five working days of its transmission, it shall be considered validated, distributed to all and shall become contractual and enforceable for the contractor;
- The instructions given by the project manager in the minutes of the site meeting shall be considered as orders to be carried out by each contractor concerned, and shall be followed up immediately by the site manager.
- Non-technical meeting documents (spatial organisation, monthly schedules, etc.) must be legible, easily understandable and in A4 or A3 format. They shall be printed in colour by the contractor for each meeting involving the embassy services (one copy per person present).
- The Contractor is required to attend meetings called by the Project Manager, who shall give at least 24 hours' notice, or to delegate his representative with the authority to commit the company and give the necessary instructions to the company's agents on site.
- As the presence of all contractors summoned to site meetings is essential for the coordination required for the smooth running of the works, the absence of a contractor or his replacement by insufficiently qualified persons, for any reason whatsoever, shall be the responsibility of the defaulting contractor, and mention of this fact shall be made in the site logbook referred to below.
- The Contractor shall be liable for any damage resulting from failure to comply with the provisions of this article.

## 6.7 Site hours and notice period

The site shall comply with the following schedules, which may be modified from time to time in the monthly schedules, as required and depending on events organised by the Consulate, local public holidays or the diplomatic calendar:

- Authorised access times to the construction site:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m. to 6 p.m.	8 a.m. to 6 p.m.	8am-6pm	8am-6pm	8am-6pm		

- Noisy work hours:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m. to 6 p.m.	8 a.m. to 6 p.m.	8am-6pm	8am-6pm	8 a.m. to 6 p.m.		

## 6.8 Installations to be carried out by contractors

The company is responsible for the installations specified in the CCTP.



## 6.9 Execution plans, calculation notes, detailed studies, technical documents, dimensions

The project manager is responsible for the studies and execution plans.

All manufacturing, workshop and site plans shall be the responsibility of the contractor, who shall submit them to the project manager and the inspection office, where applicable, in accordance with the approval procedure.

The company must check the dimensions before carrying out the work.

## ARTICLE 7 - HEALTH AND SAFETY ON THE CONSTRUCTION SITE

### 7.1 Safety measures

The contractor shall comply with the requirements set out in the CCTP, in particular those of the CCTC.

### 7.2 Staff/human resources

The personnel required to perform the services described in the CCTP shall be specified by the contractor in the technical bid for each lot.

The contractor's attention is drawn to the fact that the personnel assigned to the site must be sufficient in number to carry out all the operations provided for in this contract. In the event of any shortcomings in the quality of the services or the time taken to complete the work, the contractor shall, at its own expense, increase the number of persons assigned to these operations during the performance of the contract, if this proves to be the cause.

In addition, the project owner may require the immediate replacement of any agent with whom it is not satisfied.

### 7.3 Staff supervision

The contractor shall appoint an agent responsible for supervising and disciplining staff, the manner in which the services are performed and the application of the technical clauses of the CCTP. This agent shall be the sole representative of the contractor in dealings with the project owner and shall provide his direct telephone number, mobile number and email address.

This officer shall inform the project owner of any problems encountered in the performance of the services.

### 7.4 Material resources

The equipment required for the performance of the services described in the CCTP shall be specified by the contractor in the technical offer.

### 7.5 Damage caused to public roads/equipment

Damage caused to public roads/equipment shall be borne solely by the contractor.

### 7.6 Administrative authorisations

The company shall be responsible for obtaining the necessary authorisations for temporary occupation of public land, road permits required for the execution of the works and all other authorisations necessary for the execution of the operation.

Copies of all correspondence relating to these procedures shall be sent to the Project Owner.

### 7.7 Health and safety of workers on site

#### 7.7.1 General principles

The nature and scope of the contractor's obligations under local law must be complied with in terms of worker health and safety.

In the event of serious and imminent danger threatening the safety or health of a worker or a third party (such as a fall from height, burial, etc.), the Project Manager must take the necessary measures to eliminate the danger. In this respect, he may halt all or part of the works.

The project owner may also ask the contractor to put an end to situations that threaten the safety of any of the workers.

#### 7.7.2 Obligations of the contractor

The contractor shall submit the following documents directly to the CSPS for approval:

- the PPSPS (specific plan for the safety and health protection of workers);
- all documents relating to the health and safety of workers;
- the up-to-date list of persons authorised to access the site;
- within five days of the start of the preparation period, the estimated number of personnel assigned to the site;
- the names and contact details of all subcontractors, regardless of their rank. They shall keep their contracts at their disposal;
- a copy of any workplace accident reports.

#### 7.7.3 Obligations of the holder towards subcontractors

The contractor undertakes to include in all subcontracting agreements the necessary clauses to ensure the safety and protect the health of workers, with the assistance of the CSPS where necessary.

#### 7.7.4 Foreign workers

The contractor shall provide the project owner with a sworn statement indicating whether or not it intends to use foreign nationals to perform the services covered by the contract and, if so, certifying that these employees are or will be authorised to work on the site and that they will have the necessary documents (visas, identity documents).

#### 7.7.5 Workers with limited physical abilities

The maximum proportion of workers with limited abilities and their remuneration in relation to the total number of workers in the same category employed to perform the services covered by the contract shall comply with the local regulations in force.

#### 7.7.6 Medical examinations

Medical examinations shall comply with the rules laid down in the local labour code.

#### 7.7.8 Staff conduct

Staff must exercise professional discretion with regard to all facts, information or documents that come to their knowledge in the course of their duties (CCAG-Travaux - Article 5.1).

## ARTICLE 8 - DEADLINE FOR COMPLETION - PENALTIES - ADVANCE PAYMENT

### 8.1 Execution period

The execution deadlines are detailed in Article 2.3 of these CCAP.

The provisional execution schedule drawn up during the design phase by the project manager is included in the consultation documents.

In accordance with Article 18-2 of the CCAG-Travaux, the completion period may only be extended by means of an amendment, except in the case of an extension due to actual days of bad weather (in accordance with Article 4.2 of the CCAP) notified by service order.

This contract is not renewable.

### 8.2 Penalties

Notwithstanding Article 19.2.1 of the CCAG-Travaux, penalties shall apply from the first euro.

#### 8.2.1 Daily delay penalty

Notwithstanding Article 19.2.3 of the CCAG-Travaux, the contractor shall be liable for a daily penalty of €1,000 excluding VAT for each calendar day of delay in the completion of the overall works or a macro-phase, compared to the execution schedule.

### 8.2.2 Penalty for absence and delay at site meetings

In the event of absence from site meetings, work acceptance meetings and any meetings called by the project manager, a fixed penalty of €300 excluding VAT shall be applied to any contractor who is absent from a duly convened meeting of the . A fixed penalty of €100 excluding VAT shall be applied in the event of a delay of more than fifteen minutes.

Any contractor represented by an incompetent person who is insufficiently familiar with the site or who is not authorised to commit the company shall be considered absent.

### 8.2.3 Penalties for delay

- Submission of study documents according to the study schedule: £150 excluding VAT. Per document and per day of delay.
- Submission of quotations within 10 calendar days of the project manager's request: £150 excluding VAT. Per document and per day of delay.
- Submission of samples according to the study schedule: £150 excl. VAT per sample and per day of delay.

### 8.2.4 Penalties for breaches

In the event that the above requirements are not met, penalties will be applied in addition to those referred to in Articles 8-3-1 to 8-3-3 above, and which are cumulative.

These penalties shall apply automatically upon the Project Manager's simple observation of the infringements and after written notification on site that the requirement must be complied with by the following day at the latest.

They shall be deducted from the monthly statements:

- Use of a mobile phone during a site meeting: €50 excluding VAT
- Absence or lack of cleaning on the site: €200 excluding VAT
- Absence or lack of cleaning of the base camp premises: €200 excluding VAT
- Absence or lack of cleaning of the construction site storage areas: €200 excluding VAT
- Presence of a worker on site who is not on the list of authorised persons: €200 excluding VAT
- Absence or failure to wear personal protective equipment: €300 excluding VAT
- Absence or lack of collective protection: €300 excluding VAT
- Other breaches of health and safety rules: €200 excluding VAT
- Noisy work outside authorised hours: €100 excluding VAT
- Access to the site left open and unattended: £100 excluding VAT

### 8.2.5 Removal of site facilities and restoration of the site

Provisions in accordance with Article 37 of the CCAG-Travaux (General Conditions Applicable to Construction Contracts).

In the event of delay, the operations will be carried out at the contractor's expense after formal notice has been given and has remained without effect, without prejudice to a penalty of €200 excluding VAT per day of delay.

### 8.2.6 Combating undeclared work

If the contractor is unable to prove within 24 hours that one of the workers on site is in compliance with administrative requirements, a penalty of €3,000 excluding VAT may be applied.

### 8.2.7 Miscellaneous penalties

In the event of non-compliance by a company or subcontractor with the provisions of Article 7 of these CCAP concerning the health or safety of workers or the deadlines for submitting the required documents, a penalty of €200 excluding VAT per finding or per calendar day of delay shall be applied to the sums due to the contractor.

## ARTICLE 9 - VERIFICATION, ACCEPTANCE, POSTPONEMENT, REDUCTION AND REJECTION

### 9.1 Testing and inspection of works in progress

The testing and inspection of works or parts of works specified in the CCTP shall be at the contractor's expense.

If the Project Owner prescribes other tests or inspections for the works, these shall be at the expense of the Project Owner if the latter cannot prove that the company responsible for the works is at fault. Otherwise, these tests and inspections shall be borne by the contractor.

## 9.2 Acceptance and partial acceptance

Acceptance is the act by which the client accepts, with or without reservation, the work carried out under the conditions defined in Article 41 of the CCAG-Travaux.

Each macro-phase shall be subject to partial acceptance in accordance with the provisions of Article 42.2 of the CCAG-Travaux: The taking of possession by the client, before the completion of all the works, of certain works or parts of works, entails the transfer of custody of the works and must be preceded by a partial acceptance, the conditions of which are set out below and notified by service order. These conditions must at least include the establishment of a joint inventory.

In the case of works with their own functionality and autonomy, partial acceptance may be declared in accordance with the same provisions as for macro-phases.

Given the importance of controlling the deadlines for macro-phases for user services, Articles 41 and 42 of the CCAG Works are waived solely in order to comply with the following procedure for conducting partial acceptance of each macro-phase:

- The contractor shall inform the project manager by email (or registered letter with acknowledgement of receipt), with a copy to the project owner, at least 15 calendar days before the expiry of the maximum deadline for the macro-phase, of its intention to carry out the operations prior to acceptance.
- The project manager shall, after summoning the contractor, carry out the operations prior to acceptance of the macro-phase, no later than 5 working days before the expiry of the maximum duration of the macro-phase, and shall draw up a report of reservations, which it shall notify to the contractor by service order within a maximum of 24 hours.
- The reservations set out in the report must be resolved by the contractor within 5 working days (or more, with a reasoned opinion from the project manager in the service order notifying the report). In the event of a delay in resolving the reservations, provisional penalties for delay related to the uncompleted macro-phase may be applied. The contractor will also be responsible for any delay in the notification of the service order to start the next macro-phase and for the postponement and consequences on the overall deadline for the operation.
- At the end of this period, a new acceptance procedure shall be organised.
- If the new acceptance procedure is inconclusive, the Project Owner shall be entitled to have the said works carried out by a company of its choice after giving prior notice, at the expense and risk of and on behalf of the defaulting contractor.

This acceptance procedure, which is subject to strict deadlines, requires frequent and effective communication on site and in meetings in order to prevent any significant reservations or defects.

Each partial acceptance shall trigger the warranty period specific to the works accepted, starting from the effective date of such acceptance.

However, the securities provided for the completion of the various parts of the works covered by the contract shall be maintained in their full amount until the expiry of the warranty period for the last work accepted. They may be called upon under the guarantee of perfect completion specific to each of the works accepted.

### Special provision:

Unless otherwise stipulated in the CCTP, acceptance may only be granted subject to the conclusive completion of tests or performance verification.

## 9.3 Provision of certain works or parts of works

The contractor may be required, by service order, to make certain works or parts of works available to the project owner. A joint inventory shall be drawn up.

## ARTICLE 10 - LIABILITY AND INSURANCE

### 10.1 Contractual guarantees

#### 10.1.1 Warranty periods

Warranty periods are provided for in accordance with the provisions of Article 44.1 of the CCAG-Travaux.

The warranty period for perfect completion is set at one year.

In addition to the provisions of the CCAG-Travaux, the contractor must provide a two-year warranty for the proper functioning (also known as a manufacturer's warranty) of all technical equipment installed (i.e. all equipment that can be separated from the building without damaging it).

#### 10.1.2 Warranty claim

The contractor may be called upon by the project owner to honour the warranty for any damage to third parties resulting from the performance of this contract, even after the works have been accepted, even if such damage was neither apparent nor known at the date of acceptance. If the damage is apparent and known before the final statement of account is drawn up, it may be subject to a quantified estimate and deducted from the balance of this contract without prejudice to any claims for indemnity.

### 10.2 Insurance

#### 10.2.1 Civil liability insurance during the works

The contractors and, where applicable, their subcontractors must be covered by an insurance policy designed to cover their civil liability in the event of damage caused to third parties, including the Project Owner, as a result of any bodily injury, material damage and consequential immaterial damage arising from the work in progress or after its acceptance.

#### 10.2.2 All-risk construction insurance

The contractor must take out a comprehensive construction site insurance policy (on its own behalf and on behalf of its co-contractors and subcontractors) to cover, during the execution period, all material damage caused to the final work or to the temporary work, such as collapse, fire, water damage, storms and theft of materials from the moment they are delivered to the site. The guaranteed amount for repair work is established in accordance with the terms of the works contract and the insurer waives the right to request any form of reduction or deduction from this amount.

#### 10.2.3 Ten-year warranty insurance

The contractors, and where applicable their subcontractors, must be covered by an insurance policy designed to cover, from the effective date of the last partial acceptance, all repairs for damage affecting the structural integrity of the building or rendering the structure unfit for its intended purpose **for a period of 10 years**, for work carried out as part of the construction project.

## ARTICLE 11 - FORMAL NOTICE

In the event of non-compliant services, the contracting authority or its representative may, by registered letter with acknowledgement of receipt, give the contractor formal notice to remedy all non-compliances found within 48 (forty-eight) hours (by way of derogation from Article 52.1 of the CCAG works), from receipt of the letter of formal notice.

If, at the end of this period, the contractor is unable to provide these services as normal, the contracting authority or its representative may do so at the contractor's expense and risk.

The penalties referred to in Article 8-3 of these CCAP shall continue to apply during the period in which the contracting authority or its representative performs this task in place of the contractor.

## ARTICLE 12 - TERMINATION OF THE CONTRACT

The provisions of Articles 49 to 54 of the CCAG-Travaux (General Conditions Applicable to Works Contracts) shall apply to this contract, in addition to the following provisions:

### 12.1 Termination for breach of legal obligations

The project owner may unilaterally terminate the contract if the contractor's activities are found to be illegal (undeclared work, drug trafficking, money laundering, fraud, terrorism, corruption, any criminal sanction, human trafficking, etc.).

In this case, the client may decide, at the expense and risk of the declarant, to impose the following penalties:

- no right to compensation;
- takeover of the services provided for in the contract;
- termination of the contract, whether or not followed by the award of another contract.

Any excess expenditure resulting from the takeover or the award of another contract after termination shall be deducted from any sums due to the contractor, without prejudice to any rights that may be exercised against the contractor in the event of insufficiency. Any reductions in expenditure shall remain the property of the public authority.

### 12.2 Effects of termination

Regardless of the cause, termination of the contract shall only have effect for the future. It shall not invalidate services performed prior to its entry into force.

Where the termination is initiated by the Project Owner, the latter undertakes to pay the service provider for the services performed and expenses incurred prior to receipt of the formal notice, up to the date of termination of the contract, on presentation of supporting documents, without prejudice to any other compensation that may be claimed.

In addition, each party shall return to the other all items it may have obtained from the other party for the performance of the contract and which have become irrelevant as a result of the termination.

In the event of termination for misconduct notified to the main contractor, the latter shall take the necessary steps to notify its subcontractor of this decision as soon as possible.

## ARTICLE 13 - UNFORESEEN WORK

### 13.1 Modifications

Modification works shall be paid for in accordance with Article 13 of the CCAG-Travaux.

### 13.2 Exceeding the initial amount of the works

The maximum increase in the amount of the work in relation to the initial contractual amounts is set at 10%. Beyond these limits, and in addition to Article 14 of the CCAG-Travaux, the continuation of the work is subject to notification of a decision to continue by service order by the contracting authority or its representative or to the conclusion of an amendment.

### 13.3 Similar services

The project owner may negotiate a contract for similar services with the contractor without prior advertising and without competitive bidding.

## ARTICLE 14 – REGULATIONS AND DISPUTES

Disputes shall be settled in accordance with Article 55 of the CCAG-Travaux, with preference given to amicable settlement.

### 14.1 Provisions applicable in the case of a foreign contractor

In the event of a dispute, French law shall be solely applicable. The French administrative courts shall have sole jurisdiction.

The currency of the contract accounts shall be the euro.

### 14.2 Body responsible for appeal procedures

The parties to this contract agree that the Paris Administrative Court, located at 7, rue de Jouy - 75181 Paris Cedex 04, shall have jurisdiction in the event of a dispute during the performance of the contract.

## ARTICLE 15 - DEROGATIONS FROM THE GENERAL DOCUMENTS

These CCAP partially derogate from the CCAG-Travaux in the articles listed below:

Articles of these CCAP	Articles of the CCAG-Travaux to which derogations apply
Article 8.3	Article 19.2.1
Article 8.3.1	Article 19.2.3
Article 9.2	Articles 41 and 42
Article 11	Article 52.1