



## C. ARTICLES OF AGREEMENT

### C1. DEPARTMENTAL REPRESENTATIVE

\_\_\_\_\_  
125 Sussex Drive  
Ottawa, Ontario  
Canada, K1A 0G2

Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Fax: 613-957-4301  
E-Mail: robert.pilbrow@international.gc.ca

# DRAFT

## Services Contract

Between

**Her Majesty the Queen in right of Canada**  
(referred to herein as "Her Majesty")  
represented by the Minister of Foreign Affairs  
(referred to herein as the "Minister")

and

(INSERT FULL LEGAL NAME OF  
CONTRACTOR)  
(INSERT ADDRESS OF CONTRACTOR)  
(referred to herein as the "Contractor")

for

Performance of the Work described in  
Appendix "A" – Statement of Work.

**C2. TITLE** Tel Aviv Chancery Relocation, Project Management Support  
Services (PMSS)

### C3. CONTRACT PERIOD

Start: TBD End: August 16, 2019

<b>C4. CONTRACT NUMBER</b> 0	<b>C5. PROJECT NUMBER</b> L-TAVIV-104	<b>C6. DATE</b> INSERT DATE
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### C7. CONTRACT DOCUMENTS

1. These Articles of Agreement
2. Supplementary Conditions (Section "I")
3. General Conditions (Section "II")
4. Statement of Work (Appendix "A")
5. The Request for Proposals
6. The Contractor's Proposal

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

### C8. CONTRACT AMOUNT

Maximum Price for the services: \$1,035,833.33 USD

The Fixed Per Diem Rates are:

- a. inclusive of all applicable duties, costs and taxes (other than Consultant's Output VAT payable on the contract price.
- b. Exclusive of VAT
- c. in US CURRENCY

Payments shall be made in accordance with Section "II" <b>GC20 PAYMENT</b> , as follows:	Maximum Amount
Labour (up to)	\$980,833.33 USD
Travel Costs Disbursements-Per written preapproval only (up to)	\$50,000.00 USD
Special Disbursements-Per written preapproval only (up to)	\$5,000 USD

### C9. INVOICES

Two (2) copies are to be sent to Departmental Representative showing:

- a. the amount of payment being claimed for Services satisfactorily performed;
- b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation;
- c. the date;
- d. the name and address of the consignee;
- e. description of the Work performed;
- f. the project name; and
- g. the contract number.

### C10. GOVERNING LAWS

Laws in force in the Province of Ontario, Canada

#### FOR THE CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Capacity

#### FOR THE MINISTER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Capacity

Corporate  
Seal

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**SECTION "I" – SUPPLEMENTARY CONDITIONS**

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**SC1. BASIS OF PAYMENT:**

Her Majesty shall pay the Contractor an amount not to exceed \$1,035,833.33 USD, to be paid as follows:  
Up to \$980,833.33 USD, paid as per the following per diem rates basis to accomplish the work presented in the Statement of Work and upon approval of the DFATD representative. Up to \$50,000.00 USD for Travel Costs and up to \$5,000 USD for Special Disbursements paid per written preapproval only according to the following:

**1.1. SPECIAL DISBURSEMENTS**

1.1.1 Subject to any provisions specifically to the contrary in the Contract, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;

- (a) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
- (b) courier and delivery charges for deliverables specified in the Statement of Work;
- (c) plotting;
- (d) presentation material;
- (e) parking fees;
- (f) taxi charges;
- (g) travel time within Israel;
- (h) travel expenses within Israel; and
- (i) local project office.

1.1.2. Subject to any provisions specifically to the contrary in the Contract, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:

- (a) reproduction and delivery costs of drawings, CAD files, specifications and other Technical Documentation additional to that specified in the Statement of Work;
- (b) transportation costs for material samples and models additional to that specified in the Statement of Work;
- (c) other disbursements made with the prior approval and authorization of the Departmental Representative.

1.1.3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable shall not exceed the amount entered in the Agreement Particulars (C8), without the prior authorization of the Departmental Representative.

**1.2 Travel Costs**

All travel required for the provision of the services required in this contract is included in the Per Diem rates, other than pre-approved travel costs to be reimbursed as per the terms set out in the Request for Proposals (RFP) and to the extent of the Cash Allowance provided.

1.2.1. The Contractor is to seek pre-approval from the Departmental Representative prior to incurring any costs related to travel including booking travel. Travel will be determined by the Departmental Representative on a when and as needed basis. Contractor travel costs will be reimbursed up to the upset limit (Travel Cost Cash Allowance) for travel as set out in the draft Contract.

1.2.2. It is the Contractor's responsibility to arrange travel through a travel agency.

1.2.3. As per the draft Contract, the Contractor is required to seek the lowest possible airfare. DFATD retains the right to limit the reimbursement when the lowest appropriate fare has not been obtained.

- 1.2.4. The Finance Department will heavily scrutinize travel receipts against the Contractor's invoice, so all receipts and boarding passes are to be kept; all expenditures must be substantiated by an original receipt.
- 1.2.5. Receipts including all boarding passes must be provided with the invoice for reimbursement of expenditures.
- 1.2.6. The Contractor is to provide a travel itinerary / agenda and price proposal for each trip for approval by the Departmental Representative during the course of the contract; the travel cost price proposal should include expenses for travel (airfare, hotels, meals and incidentals).
- 1.2.7. It is important that the Contractor keep all original receipts for taxis, hotel bills, and meals (as applicable). Only original receipts will be accepted from Contractors; photocopies of hotel bills, air tickets, etc. are not claimable.
- 1.2.8. Meals and incidentals will only be paid per Treasury Board Appendix "D" Allowances: <http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a4-eng.php>.

## SC2. PER DIEM RATES

The following per diem rates shall be applicable for the duration of the contract:

Project Manager: \_\_\_\_\_ USD\$/day

Architect: \_\_\_\_\_ USD\$/day

Civil Engineer: \_\_\_\_\_ USD\$/day

Structural Engineer: \_\_\_\_\_ USD\$/day

Mechanical Engineer: \_\_\_\_\_ USD\$/day

Electrical Engineer: \_\_\_\_\_ USD\$/day

Security Consultant: \_\_\_\_\_ USD\$/day

Heritage Architect: \_\_\_\_\_ USD\$/day

Building Permit Consultant: \_\_\_\_\_ USD\$/day

Resident Site Liaison: \_\_\_\_\_ USD\$/day

The Per Diem rates do not include VAT.

## SC3 STAFF REQUIREMENTS

- 1.1 The Departmental Representative shall have the right to approve all staff prior to their assignment and the right to require the Contractor to remove from the work any employee determined by the Departmental Representative to be unqualified, incompetent, uncooperative or otherwise unacceptable to the Departmental Representative.
- 1.2 In the event that any of the personnel named in the priced proposal are unable to perform their duties because of death, illness, resignation from the employ, Departmental Representative request for removal, or similar reasons, the Consultant shall promptly submit to the Departmental Representative, in writing, the name and qualifications of proposed substitutions.
- 1.3 Repeated failure or excessive delay by the Consultant to provide qualified personnel that meet the stated requirements and are acceptable to the Departmental Representative to perform services contracted for may be deemed sufficient reason by the Departmental Representative to terminate work under this contract in whole or in part, which termination shall be as provided for in GC9 of the Agreement.

## SC4. SECURITY REQUIREMENTS

This document does NOT contain CLASSIFIED information, however all or part of the Work involves possible access to CLASSIFIED and/or PROTECTED information/materiel.

The Contractor shall NOT remove, without the express written approval of the Departmental Representative, any CLASSIFIED and/or PROTECTED information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.

The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by Subcontractors.

Subcontractors who require access to CLASSIFIED and/or PROTECTED information or sensitive work sites, shall NOT be accessed without the prior, written approval of the Departmental Representative and ISC.

**SC5 GC23**

Refer to GC23, Incapacity to Contract with Government:

**ADD** the following:

"GC23.2: The Contractor hereby warrants that the Contractor, including its officers as well as the agents and employees required to fulfil its obligations under this Contract have not been convicted of an offence, under the laws of Israel, related directly or indirectly to fraudulent activity."

**SC6 ADD** the following:

"GC36 DECLARATION BY CONTRACTOR

The Contractor declares that:

36.1. based on the information provided pertaining to the Services required under this Contract, the Contractor has been provided sufficient information by the Departmental Representative to enable the Services required under this Contract to proceed and is competent to perform the Services and has the necessary licences and qualifications including the knowledge, skill and ability to perform the Services;

36.2 the quality of Services to be provided by the Contractor shall be consistent with generally accepted professional standards and principles. The Contractor must:

- a) perform the Work diligently and efficiently;
- b) perform the Work with the utmost loyalty to Canada, honesty and integrity;
- c) except for Government Property, supply everything necessary to perform the Work;
- d) select and employ a sufficient number of qualified persons;
- e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract."

**SECTION "II" – GENERAL CONDITIONS****GC1 INTERPRETATION**

- 1.1** In the present Contract,
- 1.1.1** "Contract" an agreement between the Her Majesty and a Contractor for the acquisition by, or provision to, Canada of good(s) and/or services;
- 1.1.2** "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter;
- 1.1.3** "Minister" means Minister of Foreign Affairs and any person duly authorized to act on behalf of the Minister.
- 1.1.4** "Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
- 1.1.5** "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract. A Departmental representative may from time to time act as a technical authority;
- 1.1.6** "Technical Authority" (also sometimes referred to as "Project Authority"): Canada's agent in charge of inspecting the accuracy of any aspects of the Work as described in the Statement of Work.
- 1.1.7** "Days" means continuous calendar days, including weekends and statutory public holidays.
- 1.1.8** The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation; and
- 1.1.9** In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

**GC2 INFORMATICS SECURITY**

- 2.1** In accordance with the departmental informatics security policy, all diskettes, whether software or data must be scanned for viruses. The approval of the Information Management & Technology Bureau / SXD must be obtained prior to loading any software, computer programs or data onto any departmental computer.
- 2.2** Non-compliance with this requirement could result in your organization being excluded from consideration for future work contracted by Foreign Affairs, Trade and Development Canada.

**GC3 SUCCESSORS AND ASSIGNS**

- 3.1** The Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

**GC4 ASSIGNMENT**

- 4.1** The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent

of the Minister, and any assignment made without that consent is void and of no effect.

- 4.2** No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister unless otherwise agreed to in writing by the Minister.

**GC5 TIME OF THE ESSENCE**

- 5.1** Time is of the essence of the Contract.
- 5.2** Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 5.3** The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Contracting Authority, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
- 5.4** Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 5.5** Notwithstanding that the Contractor has complied with the requirements of GC5.3, Her Majesty may exercise any right of termination contained in GC8.

**GC6 INDEMNIFICATION**

- 6.1** The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work or as a result of the Work. Any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished Work furnished to, or in

- respect of which any payment has been made by Canada.
- 6.2** The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3** The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 6.4** The Contractor acknowledges that he is not an employee, servant or agent of Her Majesty and will not represent or hold himself out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the Minister, the Contractor agrees to indemnify the Minister for any loss or damages and costs occasioned thereby by such third party.

**GC7 NOTICES**

- 7.1** Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to this Contract, shall be in writing, and shall be deemed to have been effectively given when:
- 7.1.1** served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
- 7.1.2** forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
- 7.1.3** forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 7.2** The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

**GC8 TERMINATION OR SUSPENSION**

- 8.1** The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Contract may be given subsequently.
- 8.2** All Work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract.
- 8.3** All Work not completed before the giving of such notice shall be paid by Her Majesty to the Contractor on the following terms:
- 8.3.1** the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Minister for the purpose of the Contract, less any

- depreciation in respect thereof already taken into account in determining Cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;
- 8.3.2** all Costs of and incidental to the termination of the Work or part thereof, including the Cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination;
- 8.3.3** where Her Majesty pays for costs for inventory under GC8, this inventory shall vest with Her Majesty.
- 8.4** Payment and reimbursement under the provisions of GC8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the party thereof so terminated.
- 8.5** The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract amount applicable to the work or the particular part thereof.
- 8.6** The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC8 except as expressly provided therein.

**GC9 TERMINATION DUE TO DEFAULT OF CONTRACTOR**

- 9.1** Her Majesty may, by notice to the Contractor, terminate the whole or any part of the Work if:
- 9.1.1** the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 9.1.2** the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2** In the event that Her Majesty terminates the Work in whole or in part under GC9.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the Work.
- 9.3** Upon termination of the Work under GC9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or work-in-

process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. Her Majesty shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or Work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the Work.

**9.4** The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract amount applicable to the work or the particular part thereof.

**9.5** If, after the Minister issues a notice of termination under GC9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

#### **GC10 APPROPRIATION**

**10.1** In accordance with Section 40 of the Canadian Financial Administration Act, payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

#### **GC11 MEMBERS OF THE CANADIAN HOUSE OF COMMONS**

**11.1** No member of the Canadian House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.

#### **GC12 ACCOUNTS AND AUDIT**

**12.1** The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Minister, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

**12.2** All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in GC12.1 be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

#### **GC13 CONFLICT OF INTEREST**

**13.1** The Contractor declares that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a Conflict of Interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately in writing to the Departmental Representative.

**13.2** It is a term of this Contract that no individual, for whom the post-employment provisions of the Canadian Conflict of Interest and Post-Employment Code for Public Office holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

#### **GC14 CONTRACTOR STATUS**

**14.1** This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the purpose(s) of delivering a good or goods and/or providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

#### **GC15 WARRANTY**

**15.1** Notwithstanding inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of twelve (12) months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, or for such other period as may be specified in the written agreement between the Parties, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to Government Property, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.

**15.2** In the event of a defect or non-conformance in any part of the Work during the warranty period defined in GC15.1 and GC15.5, the Contractor, at the request of the Minister to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.

**15.3** The Work or any part thereof found to be defective or non-conforming shall be returned to the Contractor's plant for replacement, repair or making good; provided that, when in the opinion of the Minister it is not expedient to remove the Work from its location, the Contractor shall carry out any

- necessary repair or making good of the Work at that location, and to the extent the defect does not occur during the warranty period, shall be paid the fair and reasonable Cost (including reasonable traveling and living expenses) incurred in so doing, with no allowance therein by way of profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- 15.4** Canada shall pay the transportation cost associated with returning any Work or part thereof to the Contractor's plant pursuant to GC15.3, and the Contractor shall pay the transportation cost associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point specified in the Contract, or such lesser cost as may be required to transport the Work or part thereof to another location directed by the Technical Authority.
- 15.5** The warranty period set out in GC15.1 shall be extended by the duration of any period or periods during the life of the warranty, including any such extension, in which the Work is unavailable for use or cannot be used because of a defect or non-conformance referred to in this section, less the duration of any delay by Canada in informing the Contractor of the defect or non-conformance or in returning the Work or part thereof to the Contractor's plant. Upon returning the Work or part remaining, including any such extension.
- 15.6** The warranties set out in GC15.1 shall apply to any part of the Work repaired, replaced or otherwise made good pursuant to GC15.2, for the greater of:
- 15.6.1** the warranty period remaining under GC15.5, or
  - 15.6.2** ninety (90) days or such other period as may be specified for that purpose in the written agreement between the Parties.
- 15.7** All of the provisions of GC15.2 to GC15.6 inclusive apply, with such minimum changes as the context may require, to any such part of the Work that is found during that period to be defective or not in conformance with the Contract.
- GC16 AMENDMENTS AND WAIVERS**
- 16.1** No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of the Minister and of the Contractor.
- 16.2** While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with GC16.1.
- 16.3** No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 16.4** The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.
- GC17 ENTIRE AGREEMENT**
- 17.1** The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.
- GC18 OFFICIAL LANGUAGE**
- 18.1** In accordance with the Official Languages Act, any survey, questionnaire, report or other forms may be required to be conducted and prepared in both Official Languages at the discretion of the Departmental Representative.
- GC19 CONFIDENTIAL INFORMATION**
- 19.1** Any information of a character confidential to the affairs of Her Majesty to which the Contractor, or any officer, servant or agent of the Contractor becomes privy as a result of the Work to be performed under this Contract, shall be treated as confidential, during as well as after the performance of the said services.
- 19.2** All persons working through Foreign Affairs, Trade and Development Canada on a contract basis must sign a declaration of secrecy, and consent to be cleared through a security check to the level designated for the work assignment. Rights to access Foreign Affairs, Trade and Development Canada premises and material shall cease with the termination of the Contract.
- GC20 PAYMENT**
- 20.1** Payments under this Contract except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission to the Departmental Representative of a claim for payment.
- 20.2** Subject to Parliamentary appropriation of funds and to GC20.1, payment by the Minister for the Work shall be made:
- 20.2.1** in the case of an advance payment, within thirty (30) days of the signing of this Contract by both parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
  - 20.2.2** in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
  - 20.2.3** in the case of a final payment, within thirty (30) days following the date of receipt of the completed work or within thirty (30) days or receipt of an invoice requesting payment whichever is later.
- 20.3** For purposes of this Contract, a full day is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.
- 20.4** If the Contractor is engaged in the performance of the work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number



- of hours during which the Contractor was so engaged.
- 20.5** If Her Majesty has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days only result in the date specified in GC20.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 20.6** Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.
- GC21 INTEREST ON OVERDUE ACCOUNTS**
- 21.1** For the purposes of this section:
- 21.1.1** "Average Rate" means the simple arithmetic mean of the Canadian Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
- 21.1.2** "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- 21.1.3** an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- 21.1.4** an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 21.1.5** Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus three percent (3%) per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
- 21.1.6** Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 21.1.7** Canada shall not be liable to pay interest on overdue advance payments.
- GC22 GOODS AND SERVICES TAX / HARMONIZED SALES TAX (GST/HST) VAT OR OTHER LEGAL TAXES**
- 22.1** All prices and amounts of money in the Contract are exclusive of GST, HST, VAT or other legal taxes as applicable, unless otherwise indicated. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 22.2** The estimated GST, HST, VAT or other legal taxes is included in the total estimated cost. GST, HST, VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.
- GC23 INCAPACITY TO CONTRACT WITH GOVERNMENT**
- 23.1** The Contractor certifies that the Contractor, including the contractor's officers, agents and employees, has not been convicted of an offence under the following provisions of the Criminal Code:
- 23.1.1** Section 121, Frauds upon the Government;
- 23.1.2** Section 124, Selling or Purchasing Office; or
- 23.1.3** Section 418, Selling Defective Stores to Her Majesty;  
(Subsection 750(3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)
- GC24 CERTIFICATION - CONTINGENCY FEES**
- 24.1** The Contractor certifies that it has not directly or indirectly paid or agreed to pay any covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 24.2** 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 provision of the Contract.
- 24.3** If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.
- 24.4** In this section:
- 24.4.1** "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.
- 24.4.2** "employee" means a person with whom the Contractor has an employer/employee relationship.
- 24.4.3** "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes an individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th supplement) as the same may be amended from time to time.

**GC25 PROVINCIAL SALES TAX**

- 25.1** The property and/or services ordered/purchased hereby are for the use of, and are being purchased by Foreign Affairs, Trade and Development Canada with Crown funds, and are therefore not subject to visible Provincial Sales Tax.

**GC26 INTERNATIONAL SANCTIONS**

- 26.1** From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors.
- 26.2** The Contractor agrees that Canada relies on the Contractor's undertaking in GC26.1 to enter into the Contract, and that any breach of the undertaking shall entitle Canada to terminate the Contract under the provisions of the Contract relating to default by the Contractor, and therefore to recover damages from the Contractor, including repurchase costs arising out of such a termination.
- 26.3** The countries or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site:  
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>
- 26.4** Canada will use reasonable efforts to make the text of any such regulations available on its electronic bulletin board on a reasonably current basis by way of assistance to the Contractor, but the Contractor agrees that only the text as published in the Canada Gazette, Part II, is authoritative, and the Contractor waives any claim against Canada, the Minister, or their employees or agents for any costs, loss, or damage whatever that results from the Contractor's reliance on the text of a regulation as reproduced on the electronic bulletin board.
- 26.5** If the Contract is concluded prior to the imposition of a sanction as described in GC26.1, Her Majesty reserves the right to terminate the Contract in accordance with GC8.

**GC27 STATUS AND REPLACEMENT OF PERSONNEL**

- 27.1** If at any time during the period of the Contract the Contractor is unable to provide the services of any person who must perform the Work in the Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give notice to the Minister of:
- 27.1.1** the reason for the removal of the person from the Work;
- 27.1.2** the name, qualifications and experience of the proposed replacement person; and

- 27.1.3** proof that the person has the required security clearance granted by Canada, if applicable.
- 27.2** The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with GC27.1, secure a further replacement.
- 27.3** The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- 27.4** If the Contractor intends to use any person in fulfillment of this Contract who is or who is not an employee of the Contractor, the Contractor hereby warrants that such a person is under no restrictive covenants in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work and, the Contractor has written permission from the person or (the employer of such a person) to propose the services of the person in relation to the work to be performed in fulfillment of this Contract.

**GC28 NO BRIBE**

The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will 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.

**GC29 SEVERABILITY**

- 29.1** If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

**GC30 COPYRIGHT**

- 30.1** In this section,
- 30.1.1** "Material" includes anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation;
- 30.1.2** "Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.
- 30.2** Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and the following notice:
- 30.3** HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- 30.4** At the completion of the Contract, or at such other time as the Contractor or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
- 30.5** Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

**30.6** The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.

**30.7** At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work, or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

**30.8** If the Contractor is the author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

**GC31 COMPLIANCE WITH NETWORK ACCEPTABLE USE POLICY**

**31.1** The Contractor must at all times during the performance of the Work comply with the Policy on the Use of the DFAIT Electronic Networks. A Contractor who does not abide by the terms and conditions of the policy may be subject to termination of the Contract as per GC8.

**GC32 HANDLING OF PERSONAL INFORMATION**

**32.1** The Contractor acknowledges that DFAIT is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of Foreign Affairs, Trade and Development Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Foreign Affairs, Trade and Development Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Foreign Affairs, Trade and Development Canada, the

Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

**GC33 LANGUAGE**

**33.1** The language of communication between Her Majesty and the Contractor shall be English or French.

**GC34 PROACTIVE DISCLOSURE**

**34.1** The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It is a term of this Contract that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of Work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Internet site

<http://www.international.gc.ca/departement-ministere/transparency-transparence/contract-contrat.aspx?lang=eng>. Information that would

normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

**GC35 HEALTH AND SAFETY**

**35.1** The Contractor shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.

The Contractor shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.

**APPENDIX "A" – STATEMENT OF WORK (SOW)**

The Consultant shall perform and complete the work described herein.

**A PROJECT DESCRIPTION AND LOCATION**

The Government of Canada, through Foreign Affairs, Trade and Development Canada, is planning to relocate the Embassy of Canada in Tel Aviv and the official residence of the ambassador of Canada to Israel, to a new stand-alone site. The new facility will have a gross area of approximately 2450 square meters, excluding below grade parking and additional service space. The new Embassy is required to accommodate approximately 80 work stations as well as other programs and functions required for operational functions at the mission. In addition to the program requirements security elements such as site hardening including perimeter fencing, sally port and guard house(s) will be required. The design and construction may be executed through a developer turnkey contract. As the sites to be considered will be located in the urban core of Tel Aviv the services of a local heritage architect and building permit consultant will be required in order to provide advice on the relative potential/constraints of alternative sites, as well as coordinate the required approvals with the authorities having jurisdiction.

**B GENERAL**

1. The Contractor (PMSS) will provide support to DFATD throughout the project phases including feasibility, design, construction and commissioning. These services will include: architectural studies and test fit diagrams for potential sites, feasibility reports and risk assessments, coordination of efforts to satisfy municipal regulatory requirements, building condition reports, advice with respect to Architecture and Engineering consultant solicitation process, design review support, advice with respect to construction contractor selection process, full time resident site liaison services (aka clerk of works) during construction, and commissioning support. It should be noted that while these services include elements of architectural design, this Contract is not for services as the Prime Architecture and Engineering Consultant.
2. The Contractor shall perform the required services, in Tel Aviv, Israel, under the direction of the Departmental Representative.
3. The services of this contract are to be delivered in English.
4. Project Milestone Dates:

Commencement of PMSS services – July 2015  
Completion of Feasibility analysis and Test fit Studies - December 2015  
Award of Prime Architectural and Engineering Contract – February 2016

Completion of Design Development – July 2016  
Completion of Construction Tender Documents – February 2017  
Award of Construction Contract – June 2017

Substantial Completion of Construction – February 2019  
Move-in – April 2019

End of Defects Notification Period- February 2020

Note: The above are target dates and are subject to change.

5. The Contractor shall have a direct contractual relationship with DFATD. The Contractor shall have no direct contractual relationship with any third parties engaged in the Project.
6. The Contractor will familiarize himself/herself with the contractual agreements DFATD has with respect to the Quantity Surveying, Architectural and Engineering Services and the Contract to be executed with the Constructors. The Contractor shall not act in any manner that changes the contractual agreements between DFATD and those or other parties.
7. Provide expert advice on typical project procurement methodologies, design and construction practice in Israel.
8. Provide expert advice on contracting and contract administration related issues.

## C GENERAL SERVICE REQUIREMENTS

1. The Contractor shall:
  - Ensure that the information provided by DFATD such as the scope of the work, the required deliverables, deadlines, communication and access protocols are clearly understood and respected by the Contractor's team;
  - Carry out services under the direction of the Departmental Representative;
  - Co-ordinate services and cooperate with Quantity Surveyor consultant;
  - At any stage of the project, identify and advise the Departmental Representative of any changes regarding the scope of work or any other matters that may affect schedule or budget or that may be inconsistent with instructions or written approvals previously given. The Contractor shall detail the extent and reasons for the changes and obtain written approval before proceeding;
  - Monitor progress of the project and report variances;
  - Provide a monthly report that provides all pertinent information with respect to the project including:
    - high level project schedule update (in consultation with QS consultant)
    - two week look ahead schedule
    - project progress photos
    - budget update (in consultation with QS consultant)
    - scope management update (increase/decrease, why, mandated by whom, work completed, work to be completed)
    - provide a summary of variations (RFI/CCN/CO summary) (FIDIC)
    - Project health and safety update
    - Issues report
    - Risk report that documents: previously identified risks that have materialized and advise as to the time and cost impacts; previously identified risks which have not materialized and may be eliminated from the registry; newly identified risks which must be added to the registry along with the estimated potential impact to cost and time.
  - Provide other reports as required for **Specific Services (Section E)**
  - Prepare quarterly presentations and reports for information and/or approvals purposes;
  - Ensure deliverables are coordinated and reviewed prior to submitting to DFATD;
  - Upon project completion, ensure that hard copy and electronic deliverables are filed in accordance with the DFATD departmental policies on records management.

2. In the event that a claim arises under or out of any contract awarded by DFATD in furtherance of this project, the Contractor shall participate in meetings or negotiations with the claimant or its representatives, including the furnishing of reports with supporting information necessary to resolve the dispute or defend against the claim. This requirement does not apply to claims which are referred to formal Arbitration or Court proceedings.

## **D     TEAM ORGANIZATION**

1. Staffing shall be on a permanent, however not necessarily a "Full Time" basis with emphasis on the involvement of highly qualified experts with background and experience in similar projects. Staff resources provided for this contract shall be of the highest possible calibre in keeping with the criteria established in the RFP. With the exception of the Resident Site Liaison it is not required that the Team be dedicated full time to this project however the hours required will vary with the progress of the work and at the direction of the Departmental Representative.
2. The Contractor team must include the capacity to provide expertise from the following local professions: architectural services, engineering services, security consulting, heritage and conservation, and building and zoning permit consultation on an "as and when required basis". The Contractor will provide DFATD timely advice on the relative merits and potential constraints of alternative sites during feasibility and concept design, and provide expertise and local liaison during design and construction.
3. The Contractor must have a local team that is ready to provide professional services in the following roles under the direction of the Project Manager for the duration of the project on an as and when required basis:

Architect  
Civil Engineer  
Structural Engineer  
Mechanical Engineer  
Electrical Engineer  
Security Consultant  
Heritage Architect  
Building Permit Consultant  
Resident Site Liaison

## **E.     SPECIFIC SERVICES**

### **E1     Project Management Support**

- 1.1 The Contractor shall provide Project Management Support, under the direction of the Departmental Representative, to assist in the planning, management, and contract administration of the project

#### 1.2 Management Services

- 1.2.1 The Contractor is responsible, under the direction of a DFATD Departmental Representative, for services including, but not limited to, the following:

- communications among stakeholders and liaison with Mission staff in matters related to the

delivery of projects

- assist DFATD in the preparation and administration of contract solicitations
- administration of contracts required for the delivery of the project. This shall include, review and processing of Designers’ and/or Constructors’ payment requests, review and processing of all Amendments to Agreements and Change Orders to contracts; all for the approval of the Departmental Representative. The Contractor’s staff shall not, however, award or execute contracts, authorize payments or in any way commit Her Majesty in financial matters, nor take any action resulting in any changes in contractual agreements between DFATD, Designers and/or Constructors, or other parties.
- establishing and managing risk management plans
- co-ordinate in conjunction with the QS consultant the development, administration and reporting of project budgets and schedules.
- ensuring that hard copy and electronic correspondence, deliverables and other project records are filed in accordance with the DFATD departmental policies on records management
- The services are required for the following phases of project implementation: feasibility, site selection, design, construction, commissioning, move-in, and contract closeout.

### 1.3 Service Requirements

- 1.3.1 The Contractor shall appoint one Project Manager, along with all necessary administrative support, to provide the services referred to herein.
- 1.3.2 The Project Manager shall serve as the Contractor’s primary liaison with the Departmental Representative with respect to all matters related to the provision by the Contractor of in-country Project Management Support Services under the contract and shall have the Authority to act on behalf of the Contractor on all matters relative to this Contract;
- 1.3.3 The Project Manager shall facilitate, as the primary liaison of the Departmental Representative, the administration of all aspects of the DFATD contract(s) with the Designer and/or Constructor- refer to Article 1.2 above.

## E2 Site Analysis

- 2.1 The following services are to be performed prior to the engagement of the A&E Design Consultant. The Contractor shall:

2.1.1 Consider and evaluate potential sites identified by DFATD against the functional program to be provided by DFATD;

2.1.2 Coordinate site visits to gather information on each site and develop a property package that includes photos, site drawing / floor plans, and a list of pros and cons for each site.

2.1.3 Accompany DFATD team on site visits to review each site and provide analysis on a variety of solutions that could meet the needs as identified in the functional program;

2.1.4 Identify and evaluate design, construction and other project risks for each site including heritage conservation, local permitting and zoning requirements and other approvals from authorities having jurisdiction that may affect cost and schedule;

2.1.5 Provide a complete report and test fit diagram on each of the sites that includes professional advice and identifies possible risks including alternate strategies and basic site information needed to determine fit and suitability;

**E3     General Concept Design and Test Fits**

3.1 The following services are to be performed prior to the engagement of the A&E Design Consultant. The Contractor shall:

3.1.1 explore high level design options including analytical studies, drawings and other documents in sufficient detail to illustrate the general design concept and test fit for selected sites, this may include test fit / renovation studies within existing buildings to be purchased and/or new construction;

3.1.2 Assist the QS Consultant with information required for the QS to prepare preliminary Construction Cost Estimates, and Project Schedules to confirm the feasibility of the potential sites identified; and

3.1.3 Coordinate concept plans with security consultants in order to determine site specific security requirements and include site mitigation measures as identified by security specialists in costing and design; and

3.1.4 Coordinate concept plans with heritage and building permit consultants in order to determine site specific requirements and include appropriate mitigation measures in costing and design; and

3.1.5 provide copies of all documents submitted.

**E4     Security Report**

4.1 The following services are to be performed prior to the engagement of the A&E Design Consultant. The Contractor shall:

4.1.1 provide a security report, to be included in each feasibility study identifying the security vulnerability for selected sites, including blast hazard mitigation concepts;

4.1.2 conduct an engineering analysis of selected sites and concept designs in order to determine the respective structures performance under blast loads based on sound engineering practice and blast design criteria;

4.1.3 conduct an engineering analysis to determine the specific EXV classification level, defined by ISO 16933, that each of the following elements can achieve: façade, fenestration, exterior walls, roof and internal structural system;

4.1.4 identify all elements in proposed concept designs that are likely to not achieve a Hazard Rating of ‘C’ (or higher) as per ISO 16933, under the specified blast loads and shall propose strategies and solutions to achieve this Hazard Rating;

4.1.5 Assist the QS Consultant with information required to provide cost estimates associated with the proposed solutions and strategies.

**E5     Building Conditions Report**

5.1 The following services are to be performed prior to the engagement of the A&E Design Consultant. The Contractor shall:

5.1.1 provide a building conditions report on existing buildings on selected sites during the site analysis and design concept phases. Each building conditions report will provide a detailed investigation



and study of the site, building(s), systems and any other existing structures. The report is to provide DFATD with a detailed understanding of the asset being considered and must include thorough investigation ( and testing where feasible) of the following elements: building structure, building envelope, building interiors, mechanical systems, electrical systems, life safety systems, fire detection, fire suppression, vertical transportation systems, building management systems and building grounds, security elements, topography and landscaping.

## **E6     Contract Solicitation**

6.1 The Contractor shall:

- 6.1.1 Provide expert advice with respect to the preparation of solicitation packages for A&E Design, Construction and other contracts in Israel
- 6.1.2 Assist DFATD as required in the management of the solicitation processes

## **E7     Design Review**

7.1 The Contractor shall:

- 7.1.1 Assist DFATD in the review of design and construction document packages produced by the A&E Design Consultant.
- 7.1.2 Provide expert advice and commentary on technical and engineering aspects of design and construction document packages
- 7.1.3 Assist in the logistics of document distribution and collation of Quality Assurance Reviews (QAR)

## **E8     Resident Site Liaison**

### **8.1 General Requirements:**

- 8.1.1 The Contractor is required to provide a full time Resident Site Liaison to be stationed on site for the duration of the construction period. The Resident Site Liaison should be familiar with the local methods of design and construction and have knowledge and experience to be able to deal with cross cultural issues, different construction methods, different material, bylaws, etc. The Resident Site Liaison must adapt to the day to day operations of a Diplomatic Mission, the staff, their policies and guidelines, as well as to the dealings with local authorities, consultants, contractors, labourers and suppliers.

8.1.2 The Resident Site Liaison shall:

- Facilitate the administration of all aspects of the contracts with the Prime A&E Consultant and the Construction Contractor;
- Ensure all documentation is provided to the Departmental Representative in the English language or is translated to Hebrew if required;
- Serve as the Departmental Representative's in-country liaison with the Prime A&E Consultant, other Contractors, and other stakeholders as identified by the Departmental Representative;
- Ensure that the information provided by DFATD such as the Scope of Work, the required

deliverables, deadlines, communication and access protocols are clearly understood and respected by the local Builder, the Prime A&E Consultant, Canadian contractors, and their respective personnel;

- At all stages of the project, identify project issues and advise the Departmental Representative of any situations that may result in a change to the Scope of Work, delay in the project schedule or affect the quality and finish of the project. The Resident Site Liaison is to immediately notify the Departmental Representative of progress that is inconsistent with the Construction Contract, Prime A & E Consultants instructions or written approvals previously given;
- Prepare the details and reasoning for proposed changes and obtain written approvals from the Departmental Representative;
- Provide bi-weekly reports, in coordination with the Builder, Quantity Surveyor, Prime A&E Consultant and other stakeholders, that includes issues related to contemplated variations to both scope and schedule and any specific conflicts / interference. The content of reports is to include, but is not limited to, the following components:
  - photos of the construction when possible (architectural, structural, electrical, mechanical)
  - schedule update (roll up)
  - two week look ahead schedule
  - budget update
  - RFI/CCN/CO summary
  - project health and safety update
  - issues reported
  - risk report
- Prepare presentations and reports for information or approvals purposes;
- Assist with preparation of site meeting agenda. Attend meetings, take minutes, distribute minutes, and follow-up on decisions. Participate in conference calls from the construction site with DFATD Departmental Representative in Ottawa;
- Prepare and submit weekly Site Inspection Reports to notify DFATD Departmental Representative of all findings, reflect progress, identify potential problems and issues (Brief written report supported by plans, sketches, photos, etc.);
- Set up and arrange for meetings, meeting rooms and appointments;
- In conjunction with the DFATD Departmental Representative, coordinate delivery of DFATD supplied materials/supplies for General Contractor’s install teams;
- Assist DFATD Departmental Representative to engage additional local resources, materials or pieces of equipment, as required;

## 8.2 Construction Phase

- Be resident up to 40 hours per week at site and as necessary for planned overtime requirements at the direction of the Departmental Representative;
- Conduct daily site inspections in order to verify the quality of work being performed and

attest the level of workmanship is reflective of the Construction Documents, site instruction and variations.

- Attend all construction meetings, record minutes of those meetings and submit minutes to the Prime A&E Consultant for review and distribution within 48 hours;
- Monitor the Construction Contractor’s Health & Safety Plan;
- In co-operation with the QS Consultant review the Prime A&E Consultant’s submissions of CCO's and resulting COs for completeness, constructability, impact on schedule and cost, and advise the Departmental Representative accordingly;
- Monitor the Prime A&E Consultant’s records management and submission tracking system of all construction related correspondence and project records. Obtain from the Prime Consultant, and maintain, up to date logs of all correspondence, submissions, tests, CCN’S, CO’s, etc.;
- Provide Liaison at the direction of the Departmental Representative for the Prime A&E Consultant, Construction Contractor and Mission with required in-country direct procurement and with importation of equipment and materials. This may include and may not be limited to arranging for the acceptance of materials, coordinating the customs clearing process, arranging for the delivery of materials;
- Monitor and report on the processing by the Prime A&E Consultant of shop drawings and facilitate input of the Departmental Representative where required;
- At the direction of the Departmental Representative, and in the company of the Prime A&E Consultant and/or Quantity Surveyor, visit manufacturers of plant, equipment, millwork etc. to observe quality and progress and advise the Departmental Representative accordingly;
- Monitor the Prime A&E Consultant’s review of samples for compliance with contract documents;
- Confirm with the Prime Consultant that testing requirements of the Construction Contract are being addressed, obtain and maintain complete records from the A&E Consultant;
- Attend A&E Consultant’s site inspections as liaison for the Departmental Representative;
- Obtain and review deficiency lists prepared by the Prime A&E Consultant and advise the Departmental Representative accordingly. Observe and report on progress of clean up of deficiencies to the Departmental Representative;
- Observe and monitor overall Quality Control and advise the Departmental Representative accordingly;
- Review progress payment, interim and final payment certificates with the Prime A&E Consultant and Quantity Surveyor and advise the Departmental Representative accordingly;
- Liaise with the Mission to obtain documentation necessary to assist the Construction Contractor in obtaining customs, VAT and other tax and fee exemptions granted to the project;

- Serve as the Departmental Representative's local liaison; maintain appropriate communication procedures as well as a coherent flow of directives / information among the Builder's representatives and personnel, other Canadian builders / trades, the Mission staff, and the DFATD Departmental Representative and the Mission Security personnel. Monitor Site security requirements;
- Provide liaison between the DFATD services installation teams, the Prime A&E Consultant, the Construction Contractor, the Mission, and the Departmental Representative.
- Assist in the Commissioning Process and keep the Departmental Representative advised of progress, issues and requirements.
- Review and Pre-approve Commissionaires weekly time reports on behalf of the Departmental Representative.

### 8.3 Commissioning and Occupancy Phase

- Assist the Departmental Representative and Mission staff in organizing and executing the occupant move in.
- At Substantial Completion, ensure that an inspection of Builder's work against the Construction Contract documents is coordinated and conducted and that a list of uncompleted or unsatisfactory work including deficiencies in equipment and commissioning is prepared and made available for review. Coordinate and assist in the Commissioning Process and keep the Departmental Representative advised. At Final Completion ensure the coordination of professionals and completion of a final inspection with the Builder and A&E consultant to review and confirm that all deficiencies and work have been corrected;
- Attend and witness operation, balancing, training and turnover of new and existing equipment, systems and maintenance materials;
- Obtain Commissioning Forms, As-Built, O&M manuals from the Builder and forward to DFATD Departmental Representative.

## E9 Engineering and Technical Support

- 9.1 The Contractor shall provide Civil, Structural, Mechanical and Electrical Engineering and Technical Support to the Resident Site Liaison (RSL) to assist in the review and monitoring of:
- the quality control activities of the Designer and/or Constructor.
  - the interim and final commissioning requirements of the project.
- 9.2 Additional Engineering and Technical Support may be required by the RSL to review within the respective disciplines, the Designer and/or Constructor's design documentation, interference drawing and shop drawing submissions, contemplated change notices, change order evaluation, commissioning requirements and implementation.
- 9.3 The resources required for services noted in 1.1 and 1.2 above will support the PMSS team in all phases of the work and particularly in the Site Analysis and Concept Design/Test Fit phases.
- 9.4 The resources assigned to this support shall be qualified Engineers licensed to practice in Israel.