



C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE

TBC
125 Sussex Drive
Ottawa, Ontario
Canada, K1A 0G2

Telephone:

E-mail:

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

XX

for

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

C2. TITLE Project Monitoring, Cost Management and Management Support Services – Chancery Relocation, Paris - France										
C3. CONTRACT PERIOD September 1, 2015 End: December 1, 2017										
C4. CONTRACT NUMBER XX	C5. PROJECT NUMBER B-PARIS-105	C6. DATE XX								
C7. CONTRACT DOCUMENTS <ol style="list-style-type: none"> 1. These Articles of Agreement 2. Supplementary Conditions (Section "I") 3. General Conditions (Section "II") 4. Statement of Work (Appendix "A") 5. Project Schedule (ApxA1) 6. The Request for Proposals 7. The Contractor's Proposal <p>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.</p>										
C8. CONTRACT AMOUNT Her Majesty shall pay the contractor a firm price of €_____, to be paid in accordance with GC20, as follows:										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Milestone</th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td>Pre-Construction Phase (see SC2)</td> <td style="text-align: center;">€</td> </tr> <tr> <td>Construction Phase (see SC2)</td> <td style="text-align: center;">€</td> </tr> <tr> <td>Project Close Out Phase (see SC2)</td> <td style="text-align: center;">€</td> </tr> </tbody> </table>			Milestone	Amount	Pre-Construction Phase (see SC2)	€	Construction Phase (see SC2)	€	Project Close Out Phase (see SC2)	€
Milestone	Amount									
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Construction Phase (see SC2)	€									
Project Close Out Phase (see SC2)	€									
All Amounts are in Euros and exclude VAT										
C9. INVOICES Two (2) copies are to be sent to Departmental Representative showing: <ol style="list-style-type: none"> a. the amount of the progress 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 Contractor; 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-CONSULTANT _____ Signature _____ Date _____ Print Name and Capacity		Corporate Seal								
FOR THE MINISTER _____ Signature _____ Date										

SECTION "I" – SUPPLEMENTARY CONDITIONS**SC1 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 **Consultant** 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 **their** 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 **the contracted** services 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.

SC2 BASIS OF PAYMENT:

Her Majesty shall pay the Consultant the firm price listed under C8 – Contract Amount, and will structure the payments as follows:

During the Pre-Construction Phase (September 2015 to November 2015)

3 monthly payments of € _____ (NOTE: final contract will include the winning price proposal's amount under A1 divided by the number of months)

During the Construction Phase (December 2015 to June 2017)

19 monthly payments of € _____ (NOTE: final contract will include the winning price proposal's amount under A2 divided by the number of months)

During the Project Close Out Phase (July 2017 to December 2017)

6 monthly payments of € _____ (NOTE: final contract will include the winning price proposal's amount under A3 divided by the number of months)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

Please note that all amounts are shown herein are exclusive of VAT. Where VAT is applicable the Consultant will add the amount of VAT to each invoice.

DISBURSEMENTS

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be **deemed to be** included in the fixed lump sum referred to in SC4 and **hourly rate** 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 in Paris;

(h) travel expenses in Paris; and

(i) local project office.

2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, 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.

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, without the prior authorization of the Departmental Representative.

SC3 HOURLY RATES TO DETERMINE FEES FOR ADDITIONAL SERVICES

Hourly rates are to be used for modification and as such are not to be considered as the basis of the fee. They include all administration, overhead, profit, taxes (with the exception of VAT), social security contributions, local travel and general disbursements. . Invoices are to be submitted on a monthly basis.

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

Senior Quantity Surveyor: € /hr

Professional Support Staff: € hr

The hourly rates do not include VAT.

SECTION "IP" – 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 procurement 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 Intranet 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.

For the purpose of this contract, by "Consultant", means the party providing the Project Monitoring and Costs Management Services described herein.

Other parties may be referred to in this document, who are participants in the project but not party to this present Contract include the following:

Developer

The co-contracting party to the real estate exchange agreement namely:
Triangle d'Or via 130 Rue Faubourg and further represented by Alma Patrimoine.

Maître d'ouvrage

Synonymous with Developer

Assistant Maître d'Ouvrage

The party managing the project for the Developer namely:
CAP 5

Maître d'Oeuvre

The party designing the project for the Developer namely:
l'Agence Jean Paul Viguier et Associés and including Artelia and Scyna4

Entrepreneur

The party constructing the project for the Developer, namely:
Eiffage Construction

Quality Assurance Consultant (QA)

The party providing technical review and quality assurance services on behalf of DFATD, namely:
Entity to be determined

A. PROJECT DESCRIPTION

The Government of Canada, acting through the Department of Foreign Affairs, Trade and Development (DFATD), is relocating its Chancery and the Canadian Cultural Centre in Paris, France (hereinafter referred to as Chancery). The project is being procured via a Design-Build agreement which forms part of a real estate exchange agreement between Canada and a Paris based Developer.

The Developer will be responsible for the design, construction, commissioning, and hand-over of the new Chancery and the Canadian Cultural Centre. Additionally, the Developer will be responsible for obtaining building permits and for financing the project up to the moment of title transfer which will occur following occupation by the embassy of Canada.

The design build fixed lump sum price for the new Chancery component of the real estate exchange is approximately € 56 M including € 42 M of direct construction costs and € 14 M in design and management fees, insurances and developer’s risk and contingencies.

The € 56 M design build fixed lump sum price does not include Provisional Sums totalling € 4 M which at DFATD’s sole discretion, may be used to increase the scope of work.

The scope of the design build agreement may, at DFATD’s sole discretion, be increased or decreased, with a resultant increase or decrease in the design build fixed lump sum price.

The € 56 M design build fixed lump sum price excludes DFATD’s own specialist fit-out works (comprising specialist installations and equipment), however the Developer will facilitate DFATD’s performance of such specialist fit-out works, by providing DFATD and DFATD’s contractors access to parts or all of the building site, during the construction of the project and prior to DFATD’s occupancy of the proposed Chancery and Cultural Centre.

The scope of work underlying the design build fixed lump sum price is based on the February 2014 Cahier des Charges (prepared by DFATD) and the Developer’s ‘in-progress’ Design Development package (Avant Projet Détaillé) due to be completed mid May 2015.

The design and construction of the new chancery will meet the design and life safety requirements of the National Building Code of Canada as well as applicable French building codes and regulations. In the event of conflicting requirements, it is most likely that the more stringent code will apply.

The proposed project entails the complete renovation of an existing building (7 storeys above ground and 1 basement level) and the introduction of a new basement level (at -2 level) to provide a total enclosed area of 8,300 M2 (Surface Utile). The existing building is not listed in its own right but it has heritage value in so far as it is included in a protected area.

Target Project Milestone Dates:

Completion of Design Development Documents. (APD)	May, 2015
Start Tender documents and Construction documents	June 2015
Obtain Construction Permit	August, 2015
Anticipated appointment of DFATD’s Project Monitoring and Cost Management Consultant	September 2015
Recours des tiers	October 2015
Start demolitions / construction	December 2015
Substantial Completion of Construction	June, 2017
Occupancy	July, 2017
Transfer of properties titles	Fall 2017
End of close-out phase	December 2017

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

DFATD and the Consultant are required to carry out all project monitoring and cost management and management activities in a manner that does not confuse or dilute the Developer’s role and

responsibilities as *Maître d'ouvrage*. Therefore the Consultant shall not interfere in the contractual affairs of the Developer.

B. GENERAL

- 1.1 The Consultant, under the direction of the Departmental Representative, shall provide Project Monitoring, Cost Management and Project Management Support Services for the project referenced in Section A above. The Consultant shall provide the required services, in Paris, France.
- 1.2 The Consultant will provide general professional advice from a Quantity Surveyor perspective on all project matters relating to design, construction, construction management, cost and schedule, as well as usual industry practices in France.
- 1.3 The Consultant will have an exclusive direct contractual relationship with DFATD with respect to this project.
- 1.4 With respect to this project, The Consultant will not and must not have any direct contractual relationship with the Developer, its parent company, its subsidiary companies, or any of its/their contractors, subcontractors, agents or partners.
- 1.5 Where the Consultant has or intends to have a direct contractual relationship with any of the entities referred to in clause B 1.4 above, with respect to another project, the Consultant will fully disclose to DFATD the nature and extent of such relationship or proposed relationships, even if such relationship occurs or is intended to occur after the Consultant has been awarded the present contract.
- 1.6 The services of this contract are to be delivered in French. However project documentation may be in French or English and the Consultant must have the capacity to review, comprehend and edit documentation in both languages.
- 1.7 The Consultant will carry out the required services in a timely manner in order to ensure that the Developer's progress is not unduly or unreasonably delayed and in order to ensure that DFATD's obligations to the Developer in terms of turnaround times are upheld.
- 1.8 The Consultant will be deemed to have familiarised itself with the following contractual agreements that are in place between the Developer and DFATD and the Consultant's proposal will be deemed to include for all costs and expense associated with the Consultant's carrying out the required services in the context of these agreements
 - Project schedule Attached – ApxA1
- 1.9 The Consultant shall not act in any manner that changes or conflicts with the contractual agreements between DFATD and those or other parties.
- 1.10 The Consultant shall ensure that the information and requirements provided by DFATD such as this scope of the work, the required deliverables, deadlines, communications and access

protocols are clearly understood and respected by the Consultant's team.

- 1.11 The Consultant shall at any stage of the project, identify and advise the Departmental Representative of any changes regarding the scope of work of this services contract or any other matters that may affect schedule or budget for delivery of the required services or that may be inconsistent with previous instructions or written approvals. The Consultant shall detail the extent and reasons for the proposed changes to the required services and obtain written approval before proceeding.
- 1.12 The Consultant will attend design, construction and other meetings at the request of the Departmental Representative. These meetings will include all meetings with DFATD representatives and consultants.
- 1.13 The Consultant will provide the specific services and deliverables described herein.
- 1.14 The Consultant will provide professional services and deliverables, required by DFATD and necessary for the proper administration of the of the contract, on a fixed lump sum fee basis, which will include, but not necessarily be limited to, the services requirements listed herein.
- 1.15 The Consultant shall upon project completion, ensure that hard copy and electronic deliverables are submitted in accordance with the DFATD departmental policies on records management.
- 1.16 In the event that a claim arises under or out of any contract awarded by DFATD in furtherance of this project, the Consultant shall participate in meetings or negotiations with the claimant or its representatives, and provide the required reports and supporting information necessary to resolve the dispute or defend against the claim.
- 1.17 Staffing, shall be provided by qualified personnel with experience projects of equivalent value, size and scope. Staff resources provided for this contract shall meet the criteria established in the RFP and the Consultant shall ensure that assigned resources are available on a continuity basis during the term of the contract. Refer to Supplementary Condition SC1 for further provisions in this regard.
- 1.18 The Consultant's team will be led by a Senior Quantity Surveyor who will be bilingual in French and English and who will attend meetings in person, including meetings with the Developer, including Assistant Maître d'Ouvrage, Maître d'Oeuvre, L'Entrepreneur or other members of the Developers Team. The Senior Quantity Surveyor will be supported by qualified professional and administrative staff with experience appropriate to a project of this value, size and scope. Team members will attend project meetings as required and as appropriate.
- 1.19 In delivering the required services, the Consultant will consult, coordinate and meet directly with the QA Consultant and with DFATD, as required.
- 1.20 Team resources will be stationed in Paris.
- 1.21 The fixed fee will be inclusive of all costs associated with 2 trips to Ottawa. Costs for each shall be based on a trip with a duration of 5 working days (6 nights' accommodation) for a travelling party of 2 persons.

C. SERVICES DURING PRE-CONSTRUCTION PHASE**Project Monitoring, Cost Management and Management Support:**

- 1.1 Attend twice-monthly meetings with the Developer and the Developers project team, to review progress of design documentation (Reunions de Comite de Suivi). The Developer is responsible to produce minutes of those meetings.
- 1.2 Attend occasional supplementary meetings as appropriate (as requested by the DFATD).
- 1.3 Agree a schedule of proposed meetings for the pre-construction phase with all parties.
- 1.4 With respect to any drawings, specs, financial and technical correspondence and other documents issued by the Developer, the Consultant will review, evaluate and advise DFATD of any matters of financial, material or schedule consequence. The reviews will include but are not limited to review of drawings and specifications, products samples, shop drawings submission, materials approvals, equipment approvals, installation methodologies and interference drawings. The Consultant will formulate comments and responses to any technical queries for DFATD’s technical experts review. The Consultant will revise those comments taking into account any DFATD direction, prior to issuance to the Developer. The Consultant will consult with, coordinate with and meet directly with the QA Consultant as required during this process.
- 1.5 Apart from reviews of Developer’s documentation, the Consultant, during the pre-construction phase, will be required to provide typical monthly services which will generally be as shown in the table below. The Consultant is advised that the following table illustrates key events only, and should not be considered to be an exhaustive list of monthly events or activities:

<u>Event</u>	<u>Timing</u>	<u>Action Required</u>
Internal meeting / call with DFATD & QA consultant	Week 1	Attend
Progress meeting with Developer	Mid-month	Attend / submit email update
Internal meeting / call with DFATD & QA consultant	Week 3	Attend
Progress meeting with Developer	End of month	Attend / submit monthly report

* Note there may be three internal weekly meetings depending on the month

- 1.6 The agreed information turnaround times between the Developer and DFATD, during the pre-construction phase are generally 10 days. DFATD’s ability to meet these times is dependent on the prior receipt of information from the Consultant. The required information turnaround times for the Consultant to submit to DFATD are summarised as follows:

<u>Nature of Review</u>	<u>Turnaround</u>	<u>Deliverable</u>
Design documentation reviews	5 days	Comprehensive comments
Proposed change order reviews	5 days	Review comments /evaluation
Progress statement reviews	5 days	Monthly report
Generally	5 days	
Post Consultant submission incorporation of DFATD’s comments	2 days	Revised comments

- 1.7 Review and evaluate any proposed changes to the scope, quality or schedule of the project, (whether such changes are proposed by DFATD or by the Developer), in the context of the contract and with DFATD’s functional and security requirements and against previously agreed Developer’s submissions. Prepare independent cost and time estimates for each proposed change and advise DFATD on the probable cost and schedule impact of any such proposed changes. Assist DFATD with the administration, negotiation and agreement of any proposed changes. Under the direction of the Departmental Representative, discuss, correspond and document proposed changes and actual changes with the Developer. Consult with the QA Consultant during this process.
- 1.8 Monitor and evaluate actual progress of the design and the on-site works against the master schedule, including the realization of Developer’s milestones dates and advise DFATD on same.
- 1.9 Review the Developer’s monthly reports and progress statements (virtual progress billings) during the pre-construction stage of the project and provide DFATD with advice as to the accuracy of the Developer’s monthly report and progress statements in the context of the work actually completed to date. In this regard, provide cost monitoring of all direct costs and indirect costs.
- 1.10 Review copies of all necessary development agreements, building permits, and design certifications required by local building codes, by-laws and regulations, and advise DFATD regarding same.
- 1.11 Monitor and evaluate actual progress against the master schedule, including the realization of Developer’s milestones dates and advise DFATD on same. On an as required basis, propose mitigation measures to meet project timelines.
- 1.12 Provide general advice from a Quantity Surveyor perspective on design issues, construction cost issues, and schedule issues and the like, when so requested.
- 1.13 Generally assist with all financial and contract administration issues and assist DFATD with preparation of related correspondence to the Developer, when requested.
- 1.14 Provide advice on all other pertinent matters
- 1.15 Review and advise upon any cost and schedule related correspondence issued by the Developer and provide assistance in formulating responses as required.
- 1.16 Attend and summarise financial review meetings with the DFATD, as required.
- 1.17 Attend meetings with DFATD and the Developer, review and correct minutes prepared by the Developer and comment upon technical, contractual and cost review meetings and final account meetings with the Developer.
- 1.18 Analyze and advise upon any Developer claims, and assist in negotiating same.
- 1.19 Identify high and medium project and construction risks to be anticipated. Quantify the financial impact where possible. Coordinate with the QA consultant on these matters.
- 1.20 Assist DFATD with instructions to the Developer.

DELIVERABLES

- 1.21 The Consultant will issue the following written deliverables and written reports
 - I. One written update following the mid-month progress meeting
 - II. One written progress report following the end of month progress meeting meeting to be submitted at the end of each Month
 - III. Other written correspondence and reports as required in Word and pdf format.

* All correspondence and reports to be written in French. Three (3) paper copies and one (1) electronic copy of each report will be provided to DFATD. Documents will be delivered through DFATD Oproma database.

1.22 Monthly progress Reports will include:

- I. An executive summary
- II. A narrative report on progress of design and on-site works
- III. An evaluation of the accuracy and completeness of the Developer's Progress Statement (Virtual Progress Billing). This should take the form of a detailed cost report that at least matches the level of detail provided in the DPGF and should include annotations as required to allow ready comprehension.
- IV. An evaluation of the accuracy and completeness of the Developer's Progress Schedule
- V. A summary of key information requirements required to be provided to the Developer by DFATD and/or its consultants
- VI. A master summary of all changes and proposed changes to date, detailing the reference number and description of the change/proposed change; status of the change/proposed change; developer's cost estimate; consultant's independent cost estimate; agreed amounts for changes; developer's assessment of impact of change on schedule and critical path; consultant's assessment of impact of change on schedule and critical path; agreed schedule assessments.
- VII. An updated risk register detailing and quantifying where possible, the main project risks
- VIII. Comments on all other pertinent matters
- IX. Other written correspondence and reports as required.

D. SERVICES DURING CONSTRUCTION PHASE

Project Monitoring, Cost Management and Management Support:

- 1.1 Attend twice-monthly meetings with the Developer and the Developer's project team, to review progress of design documentation (Réunions de Comité de Suivi)
- 1.2 Attend occasional supplementary meetings as appropriate (as requested by the DFATD).
- 1.3 Agree a schedule of proposed meetings for the construction phase with all parties.
- 1.4 With respect to any drawings, specs, financial and technical correspondence and other documents issued by the Developer, the Consultant will review, evaluate and advise DFATD of any matters of financial, material or schedule consequence. The reviews will include but are not limited to review of drawings and specifications, products samples, shop drawings submission, materials approvals, equipment approvals, installation methodologies and interference drawings. The Consultant will formulate comments and responses to any technical queries for DFATD's technical experts review. The Consultant will revise those comments taking into account any DFATD direction, prior to issuance to the Developer. The Consultant will consult with, coordinate with and meet directly with the QA Consultant as required during this process.

1.5 Apart from reviews of Developer’s documentation, the Consultant, during the pre-construction phase, will be required to provide typical monthly services which will generally be as shown in the table below. The Consultant is advised that the following table illustrates key events only, and should not be considered to be an exhaustive list of monthly events or activities:

<u>Event</u>	<u>Timing</u>	<u>Action Required</u>
Internal meeting / call with DFATD & QA consultant	Week 1	Attend
Progress meeting with Developer	Mid-month	Attend / submit email update
Internal meeting / call with DFATD & QA consultant	Week 3	Attend
Progress meeting with Developer	End of month	Attend / submit monthly report

* Note there may be three internal weekly meetings depending on the month

1.1 The agreed information turnaround times between the Developer and DFATD, during the construction phase are generally 10 days. DFATD’s ability to meet these times is dependent on the prior receipt of information from the Consultant. The required information turn around times for the Consultant to submit to DFATD are summarised as follows:

<u>Nature of Review</u>	<u>Turnaround</u>	<u>Deliverable</u>
Design documentation reviews	5 days	Comprehensive comments
Proposed change order reviews	5 days	Review comments /evaluation
Progress statement reviews	5days	Monthly report
Generally	5 days	
Post Consultant submission incorporation of DFATD’s comments	2 days	Revised comments

1.6 Review and evaluate any proposed changes to the scope, quality or schedule of the project, (whether such changes are proposed by DFATD or by the Developer in the context of the contract and with DFATD’s functional and technical requirements and previously agreed Developer’s submissions. Prepare independent cost and time estimates for each proposed change and advise DFATD on the probable cost and schedule impact of any such proposed changes. Assist DFATD with the administration, negotiation and agreement of any proposed changes. Under the direction of the Departmental Representative, discuss, correspond and document proposed changes and actual changes with the Developer. Consult with the QA Consultant during this process.

1.7 Monitor and evaluate actual progress of the design and the on-site works against the master schedule, including the realization of Developer’s milestones dates and advise DFATD on same.

1.8 Review the Developer’s monthly reports and progress statements (virtual progress billings) during the construction stage of the project and provide DFATD with advice as to the accuracy of the Developer’s monthly report and progress statements in the context of the work actually completed to date. In this regard, provide cost monitoring of all direct costs and indirect costs.

1.9 Review copies of all necessary development agreements, building permits, and design certifications required by local building codes, by-laws and regulations, and advise DFATD regarding same.

1.10 Monitor and evaluate actual progress against the master schedule, including the realization of Developer’s milestones dates and advise DFATD on same. On an as required basis, propose mitigation measures to meet project timelines.

- 1.11 Provide general advice from a Quantity Surveying perspective on design issues, construction cost issues, and schedule issues and the like, when so requested.
- 1.12 Generally assist with all financial and contract administration issues and assist DFATD with preparation of related correspondence to the Developer, when requested.
- 1.13 Provide advice on all other pertinent matters
- 1.14 Review and advise upon any cost and schedule related correspondence issued by the Developer and provide assistance in formulating responses as required.
- 1.15 Attend and summarise financial review meetings with the DFATD, as required.
- 1.16 Attend, review minutes and comment upon cost review meetings and final account meetings with the Developer.
- 1.17 Analyse and advise upon any Developer claims, liaise with Quality Assurance team on any associated technical issues and assist in negotiating same.
- 1.23 Identify high and medium project and construction risks to be anticipated. Quantify the financial impact where possible. Coordinate with the QA consultant on these matters.
- 1.18 Assist DFATD with instructions to the Developer.

DELIVERABLES

- 1.19 The Consultant will issue the following written deliverables and written reports
 - 1) One written update following the mid-month progress meeting
 - 2) One written progress report following the end of month progress meeting to be submitted at the end of each Month
 - 3) Other written correspondence and reports as required in Word and pdf format.

* All correspondence and reports to be written in French. Three (3) paper copies and one (1) electronic copy of each report will be provided to DFATD. Documents will be delivered through DFATD Oproma database.
- 1.22 Monthly progress Reports will include:
 - I. An executive summary
 - II. A narrative report on progress of design and on-site works
 - III. An evaluation of the accuracy and completeness of the Developer's Progress Statement (Virtual Progress Billing). This should take the form of a detailed cost report that at least matches the level of detail provided in the DPGF and should include annotations as required to allow ready comprehension.
 - IV. An evaluation of the accuracy and completeness of the Developer's Progress Schedule
 - V. A summary of key information requirements required to be provided to the Developer by DFATD and/or its consultants
 - VI. A master summary of all changes and proposed changes to date, detailing the reference number and description of the change/proposed change; status of the change/proposed change; developer's cost estimate; consultant's independent cost estimate; agreed amounts for changes; developer's assessment of impact of change on schedule and critical path; consultant's assessment of impact of change on schedule and critical path; agreed schedule assessments.

- VII. An updated risk register detailing and quantifying where possible, the main project risks
- VIII. Comments on all other pertinent matters
- IX. Other written correspondence and reports as required.

E. SERVICES DURING PROJECT CLOSE-OUT (POST-COMMISSIONING & MOVE)

Project Monitoring, Cost Management and Management Support:

- 1.1 Continue to provide services described under Section D above.
- 1.2 Monitor and evaluate defects inspection reports and snag-lists produced by the Developer and or DFATD`s Quality Assurance Consultant. Monitor any resultant remedial works.
- 1.3 Review and assist in agreeing the project construction contract final account
- 1.4 Report on the financial close-out of the Project
- 1.5 Provide general advice to the DFATD on construction issues, construction costs, schedule and the like when so requested.
- 1.6 Generally assist with preparation of DFATD correspondence (when requested).
- 1.7 At completion, assist DFATD and its QA Consultant in the hand-over procedure with regards to the relevant documentation, certifications etc. that have to be issued by the Developer.
- 1.8 Note that the QA consultant will act as a resource for the 10-month Warranty inspections in support of the commissioning process.

DELIVERABLES

- 1.9 The Consultant will issue the following written deliverables and written reports

- 1) One written update following the mid-month progress meeting
- 2) One written progress report following the end of month progress meeting to be submitted at the end of each Month.
- 3) Other written correspondence and reports as required in Word and pdf format.

* All correspondence and reports to be written in French. Three (3) paper copies and one (1) electronic copy of each report will be provided to DFATD. Documents will be distributed through DFATD Oproma database.

- 1.9 Monthly progress Reports will include:

- I. An executive summary
- II. A narrative report on progress of design and on-site works
- III. An evaluation of the accuracy and completeness of the Developer`s Progress Statement (Virtual Progress Billing). This should take the form of a detailed cost report that at least matches the level of detail provided in the DPGF and should include annotations as required to allow ready comprehension.

- IV. An evaluation of the accuracy and completeness of the Developer's Progress Schedule
- V. A summary of key information requirements required to be provided to the Developer by DFATD and/or its consultants
- VI. A master summary of all changes and proposed changes to date, detailing the reference number and description of the change/proposed change; status of the change/proposed change; developer's cost estimate; consultant's independent cost estimate; agreed amounts for changes; developer's assessment of impact of change on schedule and critical path; consultant's assessment of impact of change on schedule and critical path; agreed schedule assessments.
- VII. An updated risk register detailing and quantifying where possible, the main project risks
- VIII. Comments on all other pertinent matters
- IX. Other written correspondence and reports as required.