



C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE

To be confirmed
ARL
125 Sussex Drive
Ottawa, Ontario
Canada, K1A 0G2

Telephone:
E-mail:

DRAFT

Architectural and Engineering 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 CONSULTANT)
(INSERT ADDRESS OF CONSULTANT)
(referred to herein as the "Consultant")

for

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

C2. TITLE Quality Assurance Management Support Services – Chancery Relocation, Paris - France										
C3. CONTRACT PERIOD Start: September 1, 2015 End: December 1, 2017										
C4. CONTRACT NUMBER 0	C5. PROJECT NUMBER B-PARIS-105	C6. DATE 12-06-2015								
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 an amount not to exceed €, to be paid, in accordance with TP section 2, as follows:										
<table border="1"> <thead> <tr> <th>Milestone</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Professional fees</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>			Milestone	Amount	Professional fees					
Milestone	Amount									
Professional fees										
All Amounts are in Euros and exclude VAT										
C9. INVOICES Two (2) copies are to be sent to the 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 consignee; e. description of the Services 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		Corporate Seal								
_____	_____									
Signature	Date									
_____	_____									
Print Name and Capacity										
FOR THE MINISTER										
_____	_____									
Signature	Date									
_____	_____									
Print Name and Capacity										

SECTION "I" – SUPPLEMENTARY CONDITIONS

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SECTION "II" – GENERAL CONDITIONS

GC1 DEFINITIONS

- 1.1 "Average Bank Rate" means the simple arithmetic mean of the Canadian Bank Rate 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.
- 1.2 "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association;
- 1.3 "Construction Budget" means that portion of the 'Project Budget' applicable to a Construction Contract;
- 1.4 "Construction Contract" means a contract entered into between Her Majesty and a Contractor for the construction of the Project;
- 1.5 "Construction Contract Award Price" means the price at which a Construction Contract is awarded to a Contractor;
- 1.6 "Construction Cost Estimate" means an anticipated amount for which a Contractor will execute the construction of the Project;
- 1.7 "Construction Cost Limit" means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;
- 1.8 "Construction Documents" means all necessary working drawings and specifications.
- 1.9 "Consultant" means the party identified in the Articles of Contract to perform the Consultant's Services under this Contract, and includes the officer or employee of the Consultant identified in writing by the Consultant;
- 1.10 "Consultant's Representative" means the officer or employee of the Consultant identified in writing by the Consultant to perform the Consultant's Services under the Contract;
- 1.11 "Contractor" means a person, firm or corporation with whom Her Majesty enters, or intends to enter, into a Construction Contract;
- 1.12 "Cost Plan" means the allocation of proposed costs among the various elements of the Project;
- 1.13 "Days" means continuous calendar days, including weekends and statutory public holidays;
- 1.14 "Departmental Representative" means the officer or employee of Her Majesty identified in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under this Contract;
- 1.15 "Deputy Minister" means the lawful deputy of the Minister or any person acting on behalf of the lawful deputy;
- 1.16 "Former Public Office Holder" means an employee of the executive or senior manager categories who was employed by the Canadian federal public service during the period one (1) year immediately preceding the date of this Contract;
- 1.17 "Invention" means any new and useful practice, process, machine, device, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.18 Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;
- 1.19 "Minister" includes a person acting for, or if the

office is vacant, in place of, the Minister and the Minister's successors in the office. Minister also includes the Minister's lawful deputy and any of the Ministers or their representatives appointed for the purpose of this Contract;

- 1.20 "Payroll Cost" means the actual cost of any person employed by the Consultant or the Consultant's Sub-Consultants as a staff member, including principals employed as staff members, and includes an amount for salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the Departmental Representative;
- 1.21 "Project Brief" means a document describing the requirements of the project and the services to be provided and may include general project information, scope of the work, site and design data, and Project Schedule;
- 1.22 "Project Schedule" means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;
- 1.23 "Service(s)" means the Consultant Services as set forth in this Contract;
- 1.24 "Specialist Consultant" means any Architect, Professional Engineer, or other specialist, other than the Consultant, engaged by Her Majesty directly or, at the specific request of Her Majesty, engaged by the Consultant for "Additional Services";
- 1.25 "Sub-Consultant" means any Architect, Professional Engineer, or other specialist engaged by the Consultant for the Services included in this Contract;
- 1.26 "Technical Documentation" includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

GC2 INTERPRETATIONS

- 2.1 Words importing the singular only also include the plural, and vice versa, where the context requires;
- 2.2 Headings or notes in this Contract shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
- 2.3 "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to this Contract as a whole and not to any particular subdivision or part thereof.

GC3 SUCCESSORS AND ASSIGNS

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

GC4 ASSIGNMENT

- 4.1 This Contract shall not be assigned, in whole or in

- part, by the Consultant without the prior consent of the Minister.
- 4.2 An assignment of this Contract without such consent shall not relieve the Consultant from any obligation under this Contract, or impose any liability upon Her Majesty.
- GC5 INDEMNIFICATION**
- 5.1 The Consultant shall indemnify and save harmless Her Majesty from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to, any injury, infringement of any patent of invention or any other type of intellectual property, or damage arising from any negligent act or omission of the Consultant, the Consultant's servants or agents, or persons for whom the Consultant had assumed responsibility in the performance, or purported performance, of the Consultant's services under this Contract.
- 5.2 The Consultant's liability to indemnify or reimburse Her Majesty under this Contract shall not limit or prejudice Her Majesty from relying on the provisions of applicable provincial legislation.
- 5.3 Rights of Her Majesty: The Consultant'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.
- GC6 NOTICES**
- 6.1 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:
- 6.1.1 served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
- 6.1.2 forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
- 6.1.3 forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 6.2 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.
- GC7 SUSPENSION**
- 7.1 The Departmental Representative may require the Consultant to suspend the Services being provided, or any part thereof, for a specified or unspecified period.
- 7.2 If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Consultant shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of this Contract, subject to any agreed adjustment of the time schedule.
- 7.3 If a period of suspension exceeds sixty (60) days or when taken together with other periods of suspension, the total exceeds ninety (90) days, and:
- 7.3.1 the Departmental Representative and the Consultant agree that the performance of the Services shall be continued, then the Consultant shall resume performance of the Services, subject to any terms and conditions agreed upon by the Departmental Representative and the Consultant, or
- 7.3.2 the Departmental Representative and the Consultant do not agree that the performance of the Services shall be continued, then this Contract shall be terminated by notice given by the Minister to the Consultant, in accordance with the terms of Clause GC8.
- 7.4 Suspension Costs related to this clause are as outlined in Clause TP7.
- GC8 TERMINATION**
- 8.1 The Minister may terminate this Contract at any time, and the fees paid to the Consultant shall be in accordance with the relevant provisions in Clause TP8.
- GC9 TAKING THE SERVICES OUT OF THE CONSULTANT'S HANDS**
- 9.1 The Minister may take all or any part of the Services out of the Consultant's hands and may employ reasonable means necessary to complete such Services in the event that:
- 9.1.1 the Consultant becomes bankrupt or insolvent, or a receiving order is made against the Consultant, or an assignment is made for the benefit of the creditors, or if an order is made, or resolution passed, for the winding up of the Consultant's affairs or business, or if the Consultant takes the benefit of any statute relating to bankrupt or insolvent debtors, or
- 9.1.2 the Consultant fails to perform any of the Consultant's obligations under this Contract or, in the Minister's opinion, so fails to make progress as to endanger performance of this Contract, in accordance with its terms.
- 9.2 Before the Services or any part thereof are taken out of the Consultant's hands under Clause GC9.1.2, the Departmental Representative shall provide notice to the Consultant, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, the Minister may, by notice, without limiting any other right or remedy, take all or any part of the Services out of the Consultant's hands.
- 9.3 If the Services or any part thereof have been taken out of the Consultant's hands, the Consultant shall be liable for, and upon demand pay to Her Majesty, an amount equal to all loss and damage suffered by Her Majesty by reason of the non-completion of the Services by the Consultant.
- 9.4 If the Consultant fails to pay on demand for the loss or damage as a result of Clause GC9.3, Her Majesty shall be entitled to deduct and withhold the same from any payments due and payable to the Consultant.
- 9.5 If the Services or any part thereof are taken out of the Consultant's hands as a result of Clauses GC9.1.2, and GC9.2, the amount referred to in Clause GC9.4 shall remain with the Department until an agreement is

reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the Consultant shall be paid together with interest from the due date referred to in Clause TP2 and in accordance with the terms of this Contract.

- 9.6 The taking of the Services, or any part thereof, out of the Consultant's hands does not relieve or discharge the Consultant from any obligation under this Contract, or imposed upon the Consultant by law, in respect to the Services or any part thereof that the Consultant has performed.

GC10 RECORDS TO BE KEPT BY THE CONSULTANT

- 10.1 The Consultant shall keep accurate time sheets and cost records and, if required for the purposes of this Contract, shall make these documents available at reasonable times to the Departmental Representative who may make copies and take extracts therefrom.
- 10.2 The Consultant shall afford facilities for audit and inspection at mutually agreeable times and at places where the relevant documents are located, and shall provide the Departmental Representative with such information as the Minister may from time to time require with reference to the documents referred to in Clause GC10.1.
- 10.3 The Consultant shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the Services.

GC11 NATIONAL OR DEPARTMENTAL SECURITY

- 11.1 If Her Majesty is of the opinion that the Work is of a class or kind that involves National or Departmental security, the Consultant may be required:
- 11.1.1 to provide any information concerning persons employed for purposes of this Contract unless prohibited by law;
 - 11.1.2 to remove any person from the Work and its site if that person cannot meet the prescribed security requirements; and
 - 11.1.3 to retain the Work's Technical Documentation while in the Consultant's possession in a manner specified by the Departmental Representative.
- 11.2 If the Work is of a class or kind that involves National or Departmental security, the Consultant shall not issue, disclose, discard or use the Project Technical Documentation on another project without the written consent of Her Majesty.

GC12 COPYRIGHT AND REUSE OF DOCUMENTS

- 12.1 Without prejudice to any rights or privileges of Her Majesty, where any Services is, or has been, prepared or published by, or under the direction or control of, Her Majesty or any government department, the copyright in the Services shall, subject to any agreement with the author, belong to Her Majesty, and in such case shall continue for a period of fifty (50) years from the date of the first publication of the Work.
- 12.2 All plans, drawings, details, specifications, data, reports, other documents and information prepared by the Consultant pursuant to this Contract shall become the absolute property of Her Majesty upon the completion of the Services or as required and

shall be delivered to the Departmental Representative.

GC13 CONFLICT OF INTEREST

- 13.1 The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the Services, and should such an interest be acquired during the life of this Contract, the Consultant shall declare it immediately to the Departmental Representative.
- 13.2 The Consultant shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
- 13.3 The Consultant shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
- 13.4 No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Contract.

GC14 STATUS OF CONSULTANT

- 14.1 The Consultant is engaged under this Contract as an independent consultant for the sole purpose of providing Services.
- 14.2 Neither the Consultant nor any of the Consultant's employees shall be regarded as employees or agents of Her Majesty.
- 14.3 The Consultant, as employer, agrees to be solely responsible for any and all payments and deductions required to be made by law in the jurisdiction where the Services are performed, including those required for Canada or Québec Pension Plans, Employment Insurance, Worker's Compensation, and Income Tax or any other applicable tax.

GC15 DECLARATION BY CONSULTANT

- 15.1 The Consultant declares that:
- 15.1.1 based on the information provided pertaining to the Services required under this Contract, the Consultant 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;
 - 15.1.2 the quality of Services to be provided by the Consultant shall be consistent with generally accepted professional standards and principles.

GC16 INSURANCE

- 16.1 The Consultant shall obtain and maintain an appropriate level of professional liability insurance coverage (including but not limited to coverage for design errors and omissions) for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen (14) days of execution of this Contract.

- 16.2 The policy shall be issued with a deductible amount of not more than \$2,500.
- 16.3 Unless otherwise directed in writing by the Departmental Representative, the policy required in GC16.1 shall attach from the date of contract award and shall be maintained until the one (1) year following the issuance of the Final Certificate of Completion.
- 16.4 The costs associated with any insurance coverage required under this Contract shall be part of the quoted Fixed Price.
- GC17 RESOLUTION OF DISAGREEMENTS**
- 17.1 In the event of a disagreement regarding any aspect of the Services or any instructions given under this Contract:
- 17.1.1 the Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Contract;
- 17.1.2 the Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
- 17.1.3 the Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the project representative of the Department and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior manager of the Department.
- 17.2 The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall be without prejudice to the Consultant in any disagreement.
- 17.3 If it was subsequently agreed or determined that the instructions given were in error or contrary to the Contract, Her Majesty shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided and which has been authorized by the Departmental Representative.
- 17.4 The fees mentioned in Clause GC17.3 shall be calculated in accordance with the Terms of Payment set out in this Contract.
- 17.5 If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written corporate decision and the Departmental Representative shall give notice of the corporate decision within 14 days of receiving the request, setting out the particulars of the response and any relevant clauses of the Contract.
- 17.6 Within fourteen (14) days of receipt of the written corporate decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
- 17.7 If the Consultant rejects the corporate decision, the Consultant, by notice may refer the disagreement to mediation.
- 17.8 If the disagreement is referred to mediation, the mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and the Department's mediation procedures shall be used unless the parties agree otherwise.
- 17.9 Negotiations conducted under this Contract, including those conducted during mediation, shall be without prejudice to either party.
- GC18 MEMBERS OF CANADIAN HOUSE OF COMMONS**
- 18.1 No Member of the Canadian House of Commons shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom.
- GC19 AMENDMENTS**
- 19.1 This Contract may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by both parties.
- GC20 ENTIRE CONTRACT**
- 20.1 This Contract constitutes the entire arrangement between the parties with respect to the subject matter of the Contract, and supersedes all previous negotiations, communications and other arrangements relating to it, unless incorporated by reference herein.
- GC21 SUPPLEMENTARY CONDITIONS**
- 21.1 Supplementary conditions, if required, shall be as described in Section "I" of this Contract.
- GC22 PROJECT INFORMATION, DECISIONS, ACCEPTANCES AND APPROVALS**
- 22.1 The Departmental Representative shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the Services provided by the Consultant.
- 22.2 No acceptance or approval by the Departmental Representative, whether expressed or implied, shall be deemed to relieve the Consultant of the professional or technical responsibility for the Services provided by the Consultant.
- GC23 LOBBYIST CERTIFICATION - CONTINGENCY FEES**
- 23.1 The Consultant certifies that it has not directly or indirectly paid or agreed to pay and 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.
- 23.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiating of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 23.3 If the Consultant certifies falsely under this section or is in default of the obligations contained therein, the Minister may either take the Services out of the Consultant's hands in accordance with the provisions of the Contract or recover from the Consultant by way of reduction to the Fixed Price or otherwise the full amount of the Contingency Fee.
- 23.4 In this clause:
- 23.4.1 "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 term.
- 23.4.2** "Employee" means a person with whom the Consultant has an employer/employee relationship.
- 23.4.3** "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 any 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.
- GC24 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT PRACTICES**
- 24.1** For the purpose of this General Condition, "person" includes the Consultant, the Consultant's Sub-Consultants and other firms forming the consultant team, and their respective employees, agents, licensees or invitees, and any other individual involved in the performance of the Services.
- 24.2** The Consultant shall not refuse to employ and will not discriminate in any manner against any person because:
- 24.2.1** of that person's race, national origin, colour, religion, age, sex or marital status,
- 24.2.2** of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person, or
- 24.2.3** a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Consultant to comply with paragraphs GC24.2.1 and GC24.2.2 above.
- 24.3** Within four (4) days immediately following receipt of a written complaint pursuant to subclause GC24.2 above, the Consultant shall:
- 24.3.1** cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
- 24.3.2** forward a copy of the complaint to the Departmental Representative by registered mail.
- 24.4** Within twenty four (24) hours immediately following receipt of a direction from the Departmental Representative to do so, the Consultant shall cause to have removed from the Consultant team any person or persons whom the Departmental Representative believes to be in breach of the provisions of subclause GC24.2 above.
- 24.5** No later than thirty (30) days after receipt of the direction referred to in GC24.4 above, the Consultant shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 24.6** If a direction is issued pursuant to GC24.4 above, Her Majesty may withhold from monies that are due and payable to the Consultant an amount representing the sum of the costs and payment referred to in GC24.8 and GC24.9 below.
- 24.7** If the Consultant fails to proceed in accordance with GC24.6 above, the Departmental Representative shall
- take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by Her Majesty.
- 24.8** Her Majesty may make a payment directly to the complainant from monies that are due and payable to the Consultant upon receipt from the complainant of:
- 24.8.1** a written award issued pursuant to the federal Commercial Arbitration Act, R.S., 1985, c. C-34.6; or
- 24.8.2** a written award issued pursuant to the Canadian Human Rights Act, R.S., 1985, c. H-6; or
- 24.8.3** a written award issued pursuant to provincial or territorial human rights legislation; or
- 24.8.4** a judgment issued by a court of competent jurisdiction.
- 24.9** The Consultant shall be liable for and upon demand shall pay to Her Majesty the supplementary costs referred to in GC24.8. If the Consultant fails to make payment on demand, Her Majesty may deduct the same from any amount due and payable to the Consultant.
- 24.10** A payment made pursuant to GC24.8 is, to the extent of the payment, a discharge of Her Majesty's liability to the Consultant under the terms of the Contract and may be deducted from any amount due and payable to the Consultant.
- 24.11** The Consultant shall ensure that the appropriate provisions of this Contract are included in all agreements and contractual arrangements entered into by the Consultant as a consequence of this Contract.
- GC25 APPROPRIATION**
- 25.1** In accordance with Section 40 of the 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.
- GC26 CONFIDENTIAL INFORMATION**
- 26.1** Any information of a character confidential to the affairs of Her Majesty to which the Consultant, or any officer, servant or agent of the Consultant 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.
- GC27 INCAPACITY TO CONTRACT WITH CANADIAN GOVERNMENT**
- 27.1** The Consultant certifies that the Consultant, including the Consultant's officers, agents and employees, has not been convicted of an offence under the following provisions of the Criminal Code:
- 27.1.1** Section 121, Frauds upon the Government;
- 27.1.2** Section 124, Selling or Purchasing Office;
- 27.1.3** 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.)
- GC28 INTERNATIONAL SANCTIONS**
- 28.1** 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 Consultant 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.
- 28.2** The Consultant agrees that Canada relies on the Consultant's undertaking in subsection (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 Consultant, and therefore to recover damages from the Consultant, including procurement costs arising out of such a termination.
- 28.3** 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>
- 28.4** 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 Consultant, but the Consultant agrees that only the text as published in the Canada Gazette, Part II, is authoritative, and the Consultant waives any claim against Canada, the Minister, or their employees or agents for any costs, loss, or damage whatever that results from the Consultant's reliance on the text of a regulation as reproduced on the electronic bulletin board.
- 28.5** If the Contract is concluded prior to the imposition of a sanction as described in GC28.1, Her Majesty reserves the right to terminate the Contract in accordance with GC8.
- GC29 STATUS AND REPLACEMENT OF PERSONNEL**
- 29.1** If at any time during the period of the contract the Consultant is unable to provide the Services of any person who must perform the Services in the Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Consultant shall, as soon as possible, give notice to the Minister of:
- 29.1.1** the reason for the removal of the person from the Services;
- 29.1.2** the name, qualifications and experience of the proposed replacement person; and
- 29.1.3** proof that the person has the required security clearance granted by Canada, if applicable.
- 29.2** The Minister may order the removal from the Services of any such replacement person and the Consultant shall immediately remove the person from the Services and shall, in accordance with subsection (1), secure a further replacement.
- 29.3** The fact that the Minister does not order the removal of a replacement person from the Services shall not relieve the Consultant from its responsibility to meet the requirements of the Contract.
- 29.4** If the Consultant intends to use any person in fulfillment of this contract who is or who is not an employee of the Consultant, the Consultant 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 Work in relation to the Services and, the Consultant has written permission from the person or (the employer of such a person) to propose the services of the person in relation to the Services to be performed in fulfillment of this contract.
- GC30 NO BRIBE**
- 30.1** The Consultant 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.
- GC31 SOVEREIGN IMMUNITY**
- 31.1** Notwithstanding any provision in this Contract, Her Majesty the Queen in Right of Canada, does not waive any immunity to which she is or may be entitled to by virtue of domestic or international law.
- GC32 HEALTH AND SAFETY**
- 32.1** 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.
- 32.2** 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.

SECTION “II” – TERMS OF PAYMENT

TP1 PAYMENTS TO THE CONSULTANT

- 1.1 The Consultant shall be entitled to receive progress payments at the stages identified in Clause TP2. Such payments shall be made not later than the due date, which shall be the thirty (30) days following receipt of a properly submitted invoice.
- 1.2 The Departmental Representative shall notify the Consultant within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than 30 days after receipt of the corrected invoice or the required information.
- 1.3 Upon completion of each stage identified in TP2, provided at least one progress payment has been made, the Consultant shall provide a Statutory Declaration evidencing that all the Consultant's financial obligations for services rendered to the Consultant or on the Consultant 's account, in connection with this Contract, have been satisfied, before any further payment is made.
- 1.4 Upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, of an alleged non payment to the Sub-Consultant, the Departmental Representative may provide the Sub-Consultant with a copy of the latest approved progress payment made to the Consultant for the Services.
- 1.5 Upon the satisfactory completion of all Services, the amount due, less any payments already made, shall be paid to the Consultant not later than thirty (30) days after receipt of a properly submitted invoice, together with the Final Statutory Declaration in accordance with Clause TP1.3.

TP2 PAYMENT STAGES

1 BASIS OF PAYMENT:

Her Majesty shall pay the Consultant a fixed lump sum not to exceed € , structured as follows:

Pre-Construction Phase	Fixed lump sum
QA Services	
Commissioning Services	
Construction Phase	Fixed lump sum
QA Services	
Commissioning Services	
Move Coordinator	
Post Occupation Phase	Fixed lump sum
QA Services	
Commissioning Services	
Move Coordinator	

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.

2 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:

Architect: €____ /hr
 Structural Engineer: €____ /hr
 Mechanical Engineer: €____ /hr
 Electrical Engineer: €____ /hr
 Environmental Engineer: €____ /hr
 Commissioning Engineer: €____ /hr
 Professional Support Staff: € ____-/hr
 Move Coordinator: €____ /hr

The fixed lump sum price shall include an allowance of 100K Euros for potential additional professional services as required, to be identified, scoped and directed by DFATD. DFATD will have oversight of the procurement of these services which will be paid on a monthly basis and only if the specific additional services are preapproved in writing by the Departmental Representative by way of an amendment to the contract. If required, these services may be provided in Ottawa and may also report directly to DFATD. In the event that the \$100 K allowance is not used, in whole or in part, the unused portion of the allowance will be deducted from the fixed lump price. DFATD reserves the right to procure these additional potential services directly from another supplier without penalty.

The hourly rates do not include VAT.

3 TERMS OF PAYMENT

Articles "C8 Contract Amount" and "C9 Invoices" constitute the entire Terms of Payment for this contract.

TP3 DELAYED PAYMENT

- 3.1** Subject to Clause TP3.4 below, if Her Majesty delays in making a payment that is due in accordance with Clause TP1, the Consultant will be entitled to receive interest on the amount that is overdue for the period of time as defined in Clause TP3.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in Clause TP1.1.
- 3.2** Except as provided for in Clause TP3.4, interest shall be paid on all amounts that are not paid by the due date or fifteen (15) days after the Consultant has delivered a Statutory Declaration in accordance with Clauses TP1.2 or TP1.3, whichever is the later.
- 3.3** The rate of interest shall be the Average Bank Rate plus three percent (3%) per year on any amount which is overdue pursuant to Clause TP3.1.
- 3.4** With respect to amounts which are less than fifteen (15) days overdue, no interest shall be payable or paid if a payment is made within the said fifteen (15) days unless the Consultant so demands after such amounts have become due.

TP4 CLAIMS AGAINST, AND OBLIGATIONS OF THE CONSULTANT

- 4.1** The Consultant shall discharge all lawful obligations, and shall satisfy all lawful claims against the Consultant, for services rendered to, or on behalf of, the Consultant in respect of the Contract, at

- least as often as the Contract requires Her Majesty to pay the Consultant.
- 4.2 Her Majesty may, in order to discharge lawful obligations of, and satisfy lawful claims against, the Consultant for services rendered to, or on behalf of, the Consultant in respect of the Contract, pay any amount that is due and payable to the Consultant pursuant to the Contract directly to the claimants against the Consultant.
- 4.3 A payment made pursuant to Clause TP4.2 is, to the extent of the payment, a discharge of Her Majesty's liability to the Consultant under the Contract, and will be deducted from an amount payable to the Consultant under the Contract.
- 4.4 For the purposes of this clause a claim shall be considered lawful when it is so determined:
- 4.4.1 by a court of legal jurisdiction, or
 - 4.4.2 by an arbitrator duly appointed to arbitrate the said claim, or
 - 4.4.3 by a written notice delivered to the Departmental Representative and signed by the Consultant authorizing payment of the said claim or claims.

TP5 NO PAYMENT FOR ERRORS AND OMISSIONS

- 5.1 The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the Consultant's employees, or persons for whom the Consultant has assumed responsibility in performing the Services.

TP6 PAYMENT FOR CHANGES AND REVISIONS

- 6.1 Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.
- 6.2 Notwithstanding clause TP6.1, Her Majesty accepts no liability for any additional Services done by the Consultant over and above that required to be done by this Contract, unless a specific amendment is issued authorizing the Consultant to do such additional Services. Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.

TP7 SUSPENSION COSTS

- 7.1 During a period of suspension of the Services, the Consultant shall minimize all costs and expenses relating to the Services that may occur during the suspension period.
- 7.2 Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement.
- 7.3 Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.

TP8 TERMINATION COSTS

- 8.1 In the event of termination of this Contract, Her Majesty shall pay, and the Consultant shall accept in full settlement, an amount based on these Terms of Payment, for Services satisfactorily performed, plus an amount to compensate the Consultant for reasonable costs and expenses, if any, that are related to the Services not performed and incurred after the date of termination.
- 8.2 Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses incurred plus any additional costs that the Consultant expects to incur after the date of termination, and for which the Consultant will request reimbursement.
- 8.3 Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred after the date of termination.

TP9 DISBURSEMENTS

Disbursements by the Consultant are included in the Fixed Price.

APPENDIX "A" – STATEMENT OF WORK

APPENDIX "A" – STATEMENT OF WORK (SOW)

The Consultant shall perform and complete the work described herein.

For the purpose of this contract, "Consultant", means the party providing the Quality Assurance and Management Support Services described herein.

Other parties may be referred to in this document, who are participants in the project and with whom the Consultant will have to interact and/or coordinate its activities 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

Project Monitoring and Cost Management Consultant (QS)

The party providing project monitoring and cost management 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 Quality Assurance 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 quality assurance activities in a manner that does not confuse or dilute the Developer’s role and responsibilities as a *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 Quality Assurance 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 all required quality assurance management to ensure compliance of all professional architectural and engineering on all project matters relating to design, construction, and commissioning, as well as, usual industry practices in France. The quality assurance management system will be established to manage and monitor all aspects of compliance and will track and report on the implementation of corrective actions.
- 1.3 The Consultant team composition will include architects, structural, civil, mechanical, electrical, environmental, commissioning, lighting, physical protection and audio visual engineers all licensed to practise in France and with all of the necessary expertise to provide comprehensive Quality Assurance services. The team composition will be inclusive of all necessary support services to monitor and evaluate the compliance of the services identified in the Cahier des Charges
- 1.4 The Consultant will have an exclusive direct contractual relationship with DFATD with respect to this project.
- 1.5 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 above, with respect to another project, the Consultant will fully disclose to DFATD the nature and extent of such relationship or proposed relationship, 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 documents that have been agreed 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 in place between DFATD and the Developer.
- 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 matter 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.
- 1.14 The Consultant will provide professional services, required by DFATD and necessary for the proper administration 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, when directed, 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 in 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 licensed Architect who will attend meetings in person, including meetings with the Developer, Assistant Maître d'Ouvrage, Maître d'Oeuvre, L'Entrepreneur or other members of the Developers Team. The lead Architect will be supported by qualified professional mechanical, electrical and structural engineers; audio-visual Consultants, commissioning agents 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 team will consult with, coordinate with, and

meet directly with the QS 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 5 persons.

C. SERVICES DURING PRE-CONSTRUCTION PHASE

Quality Assurance and Management Support Services:

- 1.1 Attend twice-monthly meetings with the Developer and the Developers project team, to review progress of design documentation (Réunions de Comité 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, specifications, financial or technical correspondence and other documents issued by the Developer, the Consultant will review the Developer submissions for compliance with the contract and with DFATD's functional and security requirements. 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 propose corrective actions to address the root-causes of the non-conformity and 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 QS 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 & QS consultant	Week 1	Attend
Progress meeting with Developer	Mid-month	Attend / submit email update
Internal meeting / call with DFATD & QS 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 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. The Consultant will meet directly with the QS consultant, and support the latter's preparation of independent cost and time estimates for each proposed change. The Consultant will support DFATD with the administration, negotiation and agreement of any proposed changes by providing advice and comments upon particular with the technical, quality and performance aspects of the proposed change. Under the direction of the Departmental Representative, discuss, correspond and document proposed changes and actual changes with the Developer. Consult with the QS during this process.
- 1.8 Report on 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 general comments as to the accuracy of the Developer's monthly report and progress statements in the context of the work actually completed to date. Cooperate with QS Consultant in this regard.
- 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 Generally assist DFATD with all technical and contract administration issues and with its preparation of related correspondence to the Developer, when requested.
- 1.12 Provide advice on all other pertinent matters.
- 1.13 Coordinate with and support the QS in their provision of any technical, cost and schedule related correspondence issued by the Developer and provide assistance in formulating responses as required.
- 1.14 Attend and summarise technical review meetings with DFATD, as required.
- 1.15 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.
- 1.16 Analyse and advise upon the technical aspects of any Developer claim. Assist in the preparation of technical and contractual responses to claims and assist in negotiating same.
- 1.17 Cooperate with the QS in identifying high and medium project and construction risks to be anticipated.
- 1.18 Assist DFATD with instructions to the Developer.

DELIVERABLES

1.19 Apart from the ongoing responses to Developer submissions, 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 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.

1.20 Monthly progress Reports will include:

- I. An executive summary
- II. A narrative report on progress of design and on-site works, including comments for each discipline, and progress photographs.
- III. A summary of key information requirements required to be provided to the Developer by DFATD and/or its Consultants.
- IV. Report on the status of all required approvals and other administrative requirements necessary for the proper development of the project.
- V. Comments on all other pertinent matters.
- VI. Other written correspondence and reports as required.

D. SERVICES DURING CONSTRUCTION PHASE

Quality Assurance and Management Support Services:

- 1.21 Attend twice-monthly meetings with the Developer and the Developers project team, to review progress of design documentation (Réunions de Comité de Suivi). The Developer is responsible for producing minutes of those meetings.
- 1.22 Attend occasional supplementary meetings as appropriate (as requested by the DFATD).
- 1.23 Agree a schedule of proposed meetings for the construction phase with all parties.
- 1.24 With respect to any drawings, specifications, financial or technical correspondence and other documents issued by the Developer, the Consultant will review the Developer submissions for compliance with the contract and with DFATD's functional and technical requirements. 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 propose corrective actions to address the root-causes of the non-conformity and 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 QS Consultant as required during this process.
- 1.25 Apart from reviews of Developer's documentation, the Consultant, during the 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 & QS consultant	Week 1	Attend
Progress meeting with Developer	Mid-month	Attend / submit email update
Internal meeting / call with DFATD & QS 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

- 1.26 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	5 days	Monthly report
Generally	5 days	
Post Consultant submission incorporation of DFATD's comments	2 days	Revised comments

- 1.27 Review 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. The Consultant will meet directly with the QS and support the latter's preparation of independent cost and time estimates for each proposed change. The Consultant will support DFATD with the administration, negotiation and agreement of any proposed changes by providing advice and with the technical, quality and performance aspects of the proposed change. Under the direction of the Departmental Representative, discuss, correspond and document proposed changes and actual changes with the Developer. Consult with the QS during this process.
- 1.28 Report on the execution of mock ups and the on-site works against the agreed technical documentation and advise DFATD on same. The Consultant will ensure all necessary inspections are carried out prior to the subject building element/component being covered up by other works. The Consultant will review and comment on unforeseen site conditions as they occur.
- 1.29 Reports on the 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.
- 1.30 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. Cooperate with QS in this regard.

- 1.31 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.
- 1.32 Generally assist DFATD with all technical and contract administration issues and assist DFATD with its preparation of related correspondence to the Developer, when requested.
- 1.33 Provide advice on all other pertinent matters.
- 1.34 Coordinate with and support the QS in their provision of any technical, cost and schedule related correspondence issued by the Developer and provide assistance in formulating responses as required.
- 1.35 Attend and summarise technical review meetings with DFATD, as required.
- 1.36 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.
- 1.37 Analyse and advise upon the technical aspects of any Developer claim. Prepare technical and contractual responses to claims and assist in negotiating same.
- 1.38 Cooperate with the QS in identifying high and medium project and construction risks.
- 1.39 Assist DFATD with instructions to the Developer.

DELIVERABLES

- 1.1 Apart from the ongoing responses to Developer submissions, the Consultant will issue the following written deliverables and written reports
 - 1) One written update following the mid-month progress meeting
 - IV. 2) One written progress report following the end of month progress meeting 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.
- 1.40 Monthly progress Reports will include:
 - I. An executive summary
 - II. A narrative report on progress of design and on-site works, including comments for each discipline, and progress photographs.
 - III. A summary of key information requirements required to be provided to the Developer by DFATD and/or its Consultants
 - IV. Report on the status of all approvals and other administrative requirements necessary for the proper development of the project.
 - V. Comments on all other pertinent matters
 - VI. Other written correspondence and reports as required.

E. ARCHITECTURE AND ENGINEERING SERVICES DURING PROJECT CLOSE-OUT**Quality Assurance and Management Support Services:**

- 1.1 Continue to provide services described under Section D above.
- 1.2 Conduct deficiency inspections. Prepare deficiency reports and snag-lists, integrating deficiencies identified by DFATD technical experts.
- 1.3 Participate as an observer in testing and commissioning activities.
- 1.4 Monitor the correction of deficiencies. Monitor any resultant remedial works.
- 1.5 Review and assist in agreeing the project construction contract final account
- 1.6 Provide general advice to the DFATD on construction issues, construction costs, schedule and the like when so requested.
- 1.7 Generally assist with preparation of DFATD correspondence (when requested).
- 1.8 At completion, assist DFATD in the hand-over procedure with regards to the relevant documentation, certifications etc. that have to be issued by the Developer.
- 1.9 Participate in 10 month warranty inspections.

DELIVERABLES

- 1.10 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 including photographs.
 - III. Comment upon the Developer`s Progress Schedule
 - IV. A summary of key information requirements required to be provided to the Developer by DFATD and/or its consultants
 - V. Report on the status of all required approvals and other administrative requirements necessary for the proper development of the project.
 - VI. Comments on all other pertinent matters
 - VII. Other written correspondence and reports as required.

F. COMMISSIONING SERVICES

1. The Quality Assurance Consultant team must include a Commissioning Engineer responsible to review the Developer Commissioning plan and to observe all commissioning activities and to review

and comment upon all related Developer submissions.

The Consultant will observe all testing and verification activities, as well as, start-up and final operation testing and identify any deficiencies and corrective measures required.

The Consultant's reports and supplementary site progress photos will be provided to the DFATD Department Representative.

The Consultant will not have Authority to request any changes that may have a financial impact. The Consultant will communicate its findings on a regular basis to the Departmental Representative for the Departmental Representative to take action.

Services and deliverables during the Pre-Construction Phase

Agree on a schedule for the pre-construction commissioning meetings with the Developer.

Review requirements for the O&M manuals with the Developer.

Review the Developer's commissioning plan.

Review the service contract requirements proposed by the Developer.

Review the operational requirements identified by the Developer.

Services and deliverables during the Construction Phase

Agree on a schedule for the construction commissioning meetings with the Developer.

Review and comment on the commissioning activities integration into the project schedule.

Review test results, progress photographs and progress reports prepared by the Developer.

Prepare independent quality assurance progress reports, identify potential issues and provide additional progress photographs as required.

Observe and report on the following:

- Status verification and associated Developer's documentation

- Start up and associated Developer's documentation

- Functional performance testing and associated Developer's documentation

Prepare an independent quality assurance issues log to be submitted monthly as part of the monthly progress report

Monitor the resolution of issues resulting from tests

Review Developer's training proposal for building operators.

Observe the delivery of building operator training provided by Developer.

Review the Developer's proposal for spare parts, special tools, maintenance material and other equipment provided by the Developer.

Verify the delivery of the spare parts, special tools, maintenance material and other equipment provided by the Developer.

Verify that all system and network identification is completed and matches BMS programming.

Post Occupancy phase – services and deliverables

Agree on a schedule for the construction post occupancy commissioning meetings with the Developer.

Monitor the resolution of and report upon commissioning issues.

Observe seasonal/deferred testing.

Prepare an independent quality assurance issues log to be submitted monthly for 10 months

Participate as an observer in 10 month Warranty inspections.

Prepare an independent quality assurance warranty report.

Review the Developer's final commissioning report.

Prepare an independent quality assurance final commissioning report.

Obtain DFATD acceptance of the quality assurance final commissioning report.

G. MOVE CO-ORDINATOR

- 1 The Quality Assurance team will include a Move Co-ordinator is responsible for the day to day management of activities directly related to the facility move and is to be fully dedicated to this project for a minimum of three months prior to, and one month following, the Move-in. The Move Co-ordinator will report directly to the Departmental Representative. The move will involve employees located at the Chancery and the Canadian Cultural Centre.

Move Co-ordination Services

- 1.3 The Consultant will appoint a Move Co-ordinator, with a minimum of three years of relevant experience in transportation and moving logistics in Paris.
- 1.4 The Move Co-ordinator must coordinate with and take account of the day to day operations of the Chancery and the Canadian Cultural Centre, its policies and guidelines, as well as, dealing with local authorities, Consultants, contractors, labourers and suppliers.
- 1.5 With respect to Move related issues, serve as the Departmental Representative's liaison with the Mission, the Developer, other Contractors, and other stakeholders as identified by the Departmental Representative, to provide all services required for the efficient and effective management of the Move.
- 1.6 At the direction of the Departmental Representative, manage the procurement and administration of all aspects of move related contracts (according to DFATD and Mission standards and policies).
- 1.7 Prepare and submit weekly move status reports to the Departmental Representative.

Specific Requirements

- 1.7.3 Specific duties will include, but are not limited to:
 - 1.7.3.1 General co-ordination of the move
 - 1.7.3.2 Creation and up-dating move check list
 - 1.7.3.3 Co-ordination with Mission staff and Mission Move Committee including presentation of Move Status reports on a regular basis to staff
 - 1.7.3.4 Liaison with DFATD technical teams
 - 1.7.3.5 Preparation and distribution of plans (with the assistance of DFATD resources) for the assistance of the Mission Move Committee

- 1.7.3.6 Procurement and supervision of various move related contractors in compliance with DFATD contracting policies
- 1.7.3.7 Preparation and implementation of the move schedule including co-ordination with the Mission Move committee, the Departmental Representative and Ottawa based resources; obtain Mission comments and approval
- 1.7.3.8 Supporting the move of DFATD fit up materials (under the guidance of the Departmental Representative)
- 1.7.3.9 Coordinating with the Mission to ensure that staff are available to assist with the move
- 1.7.3.10 Assisting the Mission and /or Departmental Representative with the planning and Supervision of activities of all DFATD technical services
- 1.7.3.11 Managing completion of move related Deficiencies
- 1.7.3.12 Assisting with other Project close-out activities.

ENDNOTE

Reference note regarding commissioning for information only

The National Conference on Building Commissioning has established an official definition of 'Total Building Commissioning' as follows:

"Systematic process of assuring by verification and documentation, from the design phase to a minimum of one year after construction, that all facility systems perform interactively in accordance with the design documentation and intent, and in accordance with the owner's operational needs, including preparation of operation personnel"

Commissioning recognizes the integrated nature of all building systems' performance, which impact sustainability, workplace productivity, occupant safety and security.

The key objectives of commissioning are:

- a) To define the operational and performance requirements;*
- b) To optimize system design and performance so as to minimize the facility operating and maintenance costs;*
- c) To verify performance to ensure that the final product meets the specified requirements;*
- d) To ensure comprehensive training is provided to operators, maintenance staff, Facility Manager(s) and User(s) so as to support the operation and maintenance of the facility; and*
- e) To document the operations and maintenance requirements, and transfer the completed works to the Facility Manager through DFATD's Project Management.*

The building commissioning process is interwoven with the overall project delivery process. The steps below outline only the necessary stages within the commissioning process, without detailing all of the capital program delivery process stages.