

SECTION "I" – SUPPLEMENTARY CONDITIONS**SC1 – PROJECT BUDGET**

Acceptance of an estimate of costs by Her Majesty does not in any way abrogate the Consultant's responsibility to deliver the project within the Project Budget.

If cost overruns occur during design development, the Consultant is required to make revisions or participate in value engineering exercises in order to reduce the construction cost.

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

- 2.1** Payments in respect of the Fixed Price shall be made during the performance of the Services at the following stages, up to the amounts specified below:

Stage 1 Analysis of project requirements and Design Concept. Upon approval of the Design Concept Documents, an amount up to five percent (5%) of the Fixed Price;

Stage 2 Design Development. Upon approval of the Design Development Documents, an accumulative amount up to fifteen percent (15%) of the Fixed Price (ten percent (10%) this Stage);

Stage 3 Construction Documents, Tender Call and Construction Contract Award. Upon approval of the Construction Documents, tender and award of Contract to a successful construction proponent, an accumulative amount up to sixty percent (60%) of the Fixed Price (forty-five percent (45%) this Stage);

Stage 4 Construction and Contract Administration. Upon issuance of the Interim Certificate of Completion of the Construction Contract, an accumulative amount up to ninety-five percent (95%) of the Fixed Price (thirty-five percent (35%) this Stage); and

Stage 5 Post Construction. Upon completion of the warranty reviews, an accumulative amount up to one hundred percent (100%) of the Fixed Price (five percent (5%) this Stage).

- 2.2** Progress payments in respect of stages 1 to 3 inclusive may be made up to an amount not exceeding the value of the price indicated for each stage under consideration.
- 2.3** Progress payments in respect of Stage 4 may be made in proportion to the Fixed Price of the construction work completed and approved for payment under the Construction 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

The Consultant shall perform the Services described herein and the Services described in the Project Brief and all Annexes, in accordance with the terms and conditions of the Architectural and Engineering Consultant Contract. Unless otherwise indicated the Services are as follows:

SO1 ANALYSIS OF PROJECT REQUIREMENTS

1.1 The Consultant shall:

- 1.1.1 in accordance with the terms and delivery times set out in the A&E Consultant Contract, review and integrate all the Project requirements;
- 1.1.2 identify and evaluate conflicts or problems;
- 1.1.3 provide alternative strategies to the Departmental Representative;
- 1.1.4 present and receive approval from the Departmental Representative on the Project scope, delivery process, schedule and cost estimate required to deliver a cohesive quality result; and
- 1.1.5 advise and assist the Departmental Representative on the tendering strategy, including the pre-qualification of potential Consultants if applicable, advise on local practices related to bid security, contract insurance and contract security, mobilization advances, VAT or taxation in general.

SO2 PROJECT CONTROL PLAN

2.1 The Consultant shall:

- 2.1.1 develop and present an overall Project Control Plan. This will include a section for a Risk Management Plan identifying the project risks and the means by which these risks will be mitigated. Note that all technical disciplines (i.e., structural, architectural, electrical and mechanical) must be represented in the Risk Management Plan. The Project Control Plan is to propose an organization structure and specify roles for ensuring cost control, schedule and quality; and
- 2.1.2 present the Project Control Plan to the Departmental Representative after completion of SO1, Analysis of Project Requirements. The plan is to be updated and presented to the Departmental Representative prior to the end of SO5 Construction\Tender Documents.

SO3 DESIGN CONCEPT

3.1 The Consultant shall:

- 3.1.1 explore the design options and analyze them against the design and project objectives and submit to the Departmental Representative; Design Concept documents including analytical studies, drawings and other documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the Project Brief;
- 3.1.2 submit a preliminary Construction Cost Estimate, Cost Plan and Project Schedule to confirm the feasibility of the Project; and
- 3.1.3 provide four (4) copies of all documents submitted.

SO4 DESIGN DEVELOPMENT

4.1 The Consultant shall:

- 4.1.1 after acceptance by the Departmental Representative of the Design Concept, prepare and submit to the Departmental Representative, Design Development documents defining and describing the size and character of the entire Project;
- 4.1.2 prepare and submit an updated Construction Cost Estimate based on the Design Development documents, an updated Cost Plan and Project Schedule; and
- 4.1.3 prepare and provide four (4) copies of all documents submitted.

SO5 CONSTRUCTION\TENDER DOCUMENTS

5.1 The Consultant shall:

- 5.1.1 in consultation with the Departmental Representative, prepare fully detailed Construction\Tender Documents, including Bills of Quantity prepared by a qualified Quantity Surveyor suitable for a fixed price arrangement construction contract based on the template Construction\Tender Documents supplied by the Departmental Representative including: Instructions To Bidders, Tender Form, Construction Contract, Interim Certificate Of

- Completion, Inspection & Acceptance Certificate, Final Certificate Of Completion, Change Order Form, Statutory Declaration and Progress Claim Form.
- 5.1.2 co-ordinate the Commissioning specification described in the Project Brief with the Departmental Representative;
 - 5.1.3 after acceptance by the Departmental Representative of the Design Development documents:
 - 5.1.3.1 prepare and submit to the Departmental Representative all necessary working drawings and specifications for the complete detailing of the requirements for the construction of the Project at each stage of production specified in the A&E Consultant Contract and in the Project Brief.
 - 5.1.3.2 prepare and submit to the Departmental Representative an updated Construction Cost Estimate, Cost Plan and Project Schedule at each specified stage of production; and
 - 5.1.3.3 provide four (4) copies of all documents submitted hereunder .

SO6 PRE-TENDER CONSTRUCTION COST ESTIMATE

- 6.1 The Consultant shall prepare for tender call purposes and submit for acceptance a final Construction Cost Estimate based on the approved and stamped Construction\Tender Documents, together with a breakdown thereof, in a form satisfactory to the Departmental Representative.

SO7 TENDER CALL

- 7.1 The Consultant shall:
 - 7.1.1 be responsible for the production of the required number of copies of the Construction\Tender Documents, and for such other documents as are necessary for tender call purposes;
 - 7.1.2 after acceptance by the Departmental Representative of the final submission of the Construction\Tender Documents, provide the Departmental Representative with one (1) complete set of the approved and stamped working drawings to scale and Autocad as specified in the Project Brief, suitable for reproduction, and three (3) sets of the approved specifications, one set to be suitable for reproduction, the second set to be properly bound and covered, the third set as specified in the Project Brief;
 - 7.1.3 in consultation with the Departmental Representative, distribute the tender documents in accordance with the tendering strategy;
 - 7.1.4 in consultation with the Departmental Representative, provide information required for interpretation and clarification of the Construction\Tender Documents;
 - 7.1.5 in consultation with the Departmental Representative, assist with the preparation and issuance of addenda as necessary; and
 - 7.1.6 attend job or site showings as required.

SO8 TENDER EVALUATION AND AWARD

- 8.1 The Consultant shall:
 - 8.1.1 in consultation with the Departmental Representative arrange for the receipt of tenders;
 - 8.1.2 in consultation with the Departmental Representative attend the opening of tender packages and record the names of firms and tendered amount;
 - 8.1.3 in consultation with the Departmental Representative review and evaluate the tenders received based on 'Best Value' for the construction of the Project in accordance with the evaluation criteria set out in the Construction\Tender Documents and in accordance with Canadian Government policies and practices; and
 - 8.1.4 recommend the 'Best Value' tender to the Departmental Representative for acceptance.

SO9 CONSTRUCTION CONTRACT ADMINISTRATION

9.1 Administrative Services

- 9.1.1 The Consultant shall:
 - 9.1.1.1 provide continuous construction contract administration services and assume full responsibility for construction supervision and administration, including cost control, quality control, scheduling, processing change orders, monitoring the schedule and advising the Departmental Representative of any variances, and liaising with authorities having jurisdiction over the Project site; and
 - 9.1.1.2 accompany the Departmental Representative during all site visits through the duration of the

Project.

9.2 Construction Schedule

9.2.1 The Consultant shall:

- 9.2.1.1 as soon as practical after the award of a Construction Contract, establish with, and request from, the Construction Contractor a detailed construction schedule, and, upon receipt, forward two (2) copies of the Schedule to the Departmental Representative;
- 9.2.1.2 monitor and report to the Departmental Representative the progress of the construction, relative to the Construction Schedule;
- 9.2.1.3 notify the Departmental Representative of any delays which may affect the completion date of the Project, and keep accurate records of the causes of delays; and
- 9.2.1.4 evaluate, and notify the Departmental Representative of, all requests from the Construction Contractor for time extensions, and issue to the Construction Contractor (as directed by the Departmental Representative) directions.

9.3 Construction Meetings

9.3.1 The Consultant shall:

- 9.3.1.1 instruct the Construction Contractor to hold construction meetings as required by the Construction Contract;
- 9.3.1.2 advise the Departmental Representative of the dates and times of the proposed meetings and attend all such meetings;
- 9.3.1.3 maintain a record of the proceedings of such meetings and provide the Departmental Representative with a copy thereof; and
- 9.3.1.4 notify the Departmental Representative of any urgent issue raised at such meetings requiring his\her attention.

9.4 Clarifications and Interpretations

9.4.1 The Consultant shall, in consultation with the Departmental Representative provide clarification and interpretation of the Construction\Tender Documents in written or graphic form, as and when required by the Construction Contractor for the proper execution and progress of the construction.

SO10 SHOP DRAWINGS

10.1 The Consultant shall:

- 10.1.1 review within 72 hours the shop drawings provided by the Construction Contractor to determine general conformity with the requirements and intent of the Construction\Tender Documents and indicate such general conformity; and
- 10.1.2 provide the Departmental Representative with one (1) copy when such conformity is confirmed.

SO11 TESTING AND INSPECTION

11.1 The Consultant shall:

- 11.1.1 recommend the need for, and review, test reports of materials or construction; and
- 11.1.2 instruct the Construction Contractor to take remedial action when material or construction fails to comply with the requirements of the Construction Contract, and advise the Departmental Representative accordingly.

SO12 COMMISSIONING

12.1 The Consultant shall:

- 12.1.1 ensure the provision of “Operating & Maintenance (O&M) Manuals” and record “As-Built” Drawings. The “O&M Manuals” and the “As-Built” Drawings are to be provided to Foreign Affairs, Trade and Development Canada no later than the dates contained in the Project Brief, Construction Contract and the A&E Consultant Contract; and
- 12.1.2 ensure the provision of training to building operators and Mission staff and provide Foreign Affairs, Trade and Development Canada with a schedule for the testing and maintenance of building systems.

SO13 FIELD SERVICES**13.1** The Consultant shall:

- 13.1.1** make daily visits to the site to approve Construction Contractor's Work in progress and to determine, on an adequate sampling basis, whether the Work is in general conformity with the Construction\Tender Documents;
- 13.1.2** record deficiencies and progress observed during each site visit; and
- 13.1.3** provide the Construction Contractor and the Departmental Representative with written reports of the deficiencies noted, and recommend the actions to be taken to rectify them.

SO14 CHANGES TO WORK UNDER THE CONSTRUCTION CONTRACT**14.1**The Consultant shall:

- 14.1.1** submit all requests and recommendations for changes to the Work under the Construction Contract and the implications thereof to the Departmental Representative for approval;
- 14.1.2** obtain quotations from the Construction Contractor for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit recommendations to the Departmental Representative; and
- 14.1.3** upon written authorization by the Departmental Representative, issue Change Orders for all approved changes.

SO15 CONSULTANT'S PROGRESS CLAIMS**15.1**The Consultant shall:

- 15.1.1** request from the Construction Contractor a cost breakdown of the Construction Contract Award Price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract, and submit the cost breakdown to the Departmental Representative prior to the Construction Contractor's first progress claim;
- 15.1.2** examine progress claims promptly and, if acceptable, certify the progress claims for Work completed and materials delivered pursuant to the Construction Contract, and submit them to the Departmental Representative for processing and payment; and
- 15.1.3** if the construction is based on unit prices, measure and record the quantities of labour, materials and equipment involved, for the purpose of certifying progress claims.

SO16 AS-BUILT DRAWINGS

16.1 The Consultant shall, before issuance of the Interim Certificate of Completion provide the Departmental Representative with two (2) hard copy sets to scale of "As-Built" drawings, one set for Mission, second set for Ottawa Headquarters and one (1) CD Rom copy of Autocad files (Release 2002 or higher) for Ottawa Headquarters incorporating all recorded changes to the original working drawings based on marked-up prints, drawings and other information provided by the Construction Contractor, together with change orders and site instructions, and labelled "As Built" and dated and signed by the Consultant. The Consultant is also to provide a marked-up copy of the specification recording changes related thereto.

SO17 INTERIM CERTIFICATE OF COMPLETION**17.1**The Consultant shall:

- 17.1.1** review the substantially completed construction with the Departmental Representative and the Construction Contractor, and record all unacceptable and incomplete construction detected on the Inspection & Acceptance Certificate which forms a part of the Interim Certificate of Completion;
- 17.1.2** request from the Consultant and provide the Departmental Representative with two (2) sets of all Operating and Maintenance manuals ("O&M manuals"), one set for Mission, second set for Ottawa Headquarters, "As Built" drawings and any other documents or spare parts and other items to be provided by the Construction Contractor, in accordance with the Construction Contract and Tender Documentation;
- 17.1.3** prepare and submit to the Departmental Representative for processing, and as a basis for payment to the Construction Contractor, an Interim Certificate of Completion including a completed Inspection & Acceptance Certificate as required by the Construction Contract, together with all supporting documents properly signed and certified; and

- 17.1.4 prepare and submit an Occupancy Permit application to the authorities having jurisdiction over the project site and supply any additional information they may request before issuing the permit. The Consultant shall deliver the Occupancy Permit to the Departmental Representative.

SO18 FINAL CERTIFICATE OF COMPLETION

18.1 The Consultant shall:

- 18.1.1 advise the Departmental Representative when all the unacceptable and incomplete construction listed on the Inspection & Acceptance Certificate has been completed in general accordance with the Construction Contract; and
- 18.1.2 make a final review of the construction with the Departmental Representative and the Construction Contractor and, if satisfactory, prepare and submit to the Departmental Representative, a Final Certificate of Completion as required by the Construction Contract, together with all supporting documents properly signed and certified, including manufacturers' and suppliers' warranties and guarantees.

SO19 POST-CONSTRUCTION WARRANTY REVIEW

19.1 The Consultant shall:

- 19.1.1 review from time to time, during the Construction Contractor's warranty period, any defects detected, and instruct the Construction Contractor to make good the defects and advise the Departmental Representative when the said defects have been satisfactorily rectified;
- 19.1.2 prior to the expiry of the warranty period, carry out a review of the Project and record any defects observed or reported, and instruct the Construction Contractor to make good any such defects; and
- 19.1.3 at the end of the warranty period, carry out a final review of the Project and, if satisfied that all recorded defects have been made good and the Project is acceptable, advise the Departmental Representative who will issue a notice of “Final Warranty Inspection” to the Construction Contractor and the Consultant.

SO20 TIME SCHEDULE

20.1 The Consultant shall:

- 20.1.1 submit to the Departmental Representative, for approval, a time schedule for the Services to be performed, in detail appropriate to the size and complexity of the Project, and in a format as requested by the Departmental Representative;
- 20.1.2 adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for, such changes, and obtain the approval of the Departmental Representative; and
- 20.1.3 where an increase in time to the approved time schedule for the performance of the Services is required, and such increase is due to the negligence or default of the Consultant, such an increase shall be without prejudice to any rights or remedies of Her Majesty.

SO21 CHANGE IN SERVICES

21.1 The Consultant shall:

- 21.1.1 make changes in the Services to be provided for the Project when requested in writing by the Departmental Representative; and
- 21.1.2 prior to commencing such changes, advise the Departmental Representative of any effects of the changes on the Construction Cost Estimate, Consultant fees, time schedule, and other matters concerning the Project.

SO22 CODES, BY-LAWS, LICENCES, PERMITS

22.1 The Consultant shall:

- 22.1.1 observe and comply with all applicable statutes, codes, regulations and by-laws to enable the required consents, approvals, licences and permits necessary for the Project to be obtained;
- 22.1.2 obtain from local and state authorities all consents, approvals, licences, permits and any other authorizations for the Project to be completed; and
- 22.1.3 ensure all Services performed by the A&E team complies with applicable laws, regulations, codes. This project must conform to the most recent version of the National Building Code of

Canada. A Code review will be completed by a Canadian architecture firm or Canadian code consultant at each stage of document delivery. The consultant is to review comments and implement recommendations by the Canadian code consultant. In the event of code requirement differences, the more stringent code requirement will apply.

SO23 PROVISION OF STAFF

23.1 The Consultant shall, on request, submit to the Departmental Representative for approval, the names, addresses, qualifications and experience and proposed roles of all persons, including principals, to be employed by the Consultant to provide the Services for the Project and any proposed changes shall be submitted to the Departmental Representative for approval.

SO24 COST CONTROL

24.1 The Consultant shall ensure that, at all stages of Project delivery, the Construction Cost Estimate shall not exceed the Construction Budget.

24.2 If, at any time, the Consultant considers that the Construction Cost Estimate will exceed the Construction Budget, the Consultant shall notify the Departmental Representative, and;

24.2.1 if the excess is due to factors under the control of, or reasonably foreseeable by, the Consultant, the Consultant shall, if requested by the Departmental Representative, and at no additional cost to Her Majesty, make such changes or revisions to the design as may be necessary to bring the Construction Cost Estimate within the Construction Budget, or;

24.2.2 if the excess is due to factors that are not under the control of the Consultant, changes or revisions may be requested by the Departmental Representative. Such changes or revisions shall be undertaken by the Consultant at Her Majesty's expense, and the cost involved shall become an amount to be mutually agreed prior to performance of the additional services.

24.3 If the lowest price obtained by tender exceeds the Construction Budget, and if the excess is due to reasons within the control of, or reasonably foreseeable by, the Consultant, the Consultant shall, if requested by the Departmental Representative, and without additional charge, cooperate in revising the project scope and quality as required to reduce the construction cost and shall modify the Construction Documents as necessary to comply with the Construction Budget.

SO25 Resident Services During Construction

25.1 The Consultant shall;

25.1.1 provide continuous resident site inspection, compile and maintain up-to-date records of execution of the Services;

25.1.2 co-ordinate the provision of services for the inspection, testing and evaluation of suitability of materials and equipment in compliance with the Construction Contract;

25.1.3 maintain and keep available for examination by the Departmental Representative an up-to-date record showing the number of persons and items of equipment employed from time to time on the Project by the Contractor and provide information necessary to assess to progress, determine the cause of any delays and verify any claims; and

25.1.4 the total amount payable for the resident services during construction shall be included in the Fixed Price proposal.

SO26 Project Brief

The Project Brief “Chancery Consolidation Abidjan, Côte d’Ivoire” for the Project B-ABDJN-100 is incorporated by reference into and form part of the present Appendix “A” - Statement of Work.

APPENDIX “B” – DESCRIPTION OF PROJECT**DP1 PROJECT DESCRIPTION AND LOCATION**

1.1 The Government of Canada, through Foreign Affairs, Trade and Development Canada, is planning to consolidate its chancery in Abidjan, Côte d’Ivoire. The chancery, located in Abidjan, is currently operating out of both the 6th and 7th floors of a 7 storey building. Some of the missions operations have been relocated over the past few years and all embassy staff will suitably function on the 7th floor with changes to the existing floor configuration and space.

This project is to renovate the existing 743 square meters, 7th floor, in order to consolidate our operations and fit-up the newly leased 70 square meter space on the ground floor for reception and security screening. This will include the following anticipated work to the 7th floor including, but not limited to: new open office spaces, new meeting rooms, a new public waiting room, interview booths, a new multipurpose room, a mail screening room, a lunch room, kitchen, bathrooms, ambassador’s office and all associated mechanical / electrical work. The project will also include some minor works on the 6th floor to prepare for divestment.

1.2

DP2 PROFESSIONAL SERVICES REQUIRED

2.1 The Consultant is required to deliver the professional services required (see Appendix “A” Statement of Work) inclusive of architectural and structural works; mechanical and electrical systems; fire alarm and fire fighting systems; interior design; commissioning; interior and exterior signage; and warranty inspection and as more fully described in the Project Brief. The proposed interior design will be subject to reviews by the Foreign Affairs, Trade and Development Canada project team and the Physical Resources Bureau's Design Review Committee in Ottawa. Foreign Affairs, Trade and Development Canada Interior Design Services will be responsible for the selection, procurement and installation of all furnishings throughout the building. Foreign Affairs, Trade and Development Canada is also responsible for any artwork that may be required. Also note that the acquisition and installation of security and information technology systems is the responsibility of Foreign Affairs, Trade and Development Canada. All documentation and communication will be produced in French. Arranging and paying for translation, if required, is the responsibility of the Consultant.

DP3 ESTIMATED PROJECT CONSTRUCTION COST

3.1 At present, the overall cost of construction for this project is estimated to be in the range of 1.5 million USD plus or minus ten percent (10%).

DP4 PROJECT SCHEDULE

4.1 The Consultant is required to meet the Project Schedule as follows:

Completion of Concept Design documents, samples and site inspection: 20 days after contract award

Submission of Design Development documents: 30 days after Concept Design Stage submission

Submission of 99% Construction Documents: 60 days after Design Development submission

Tender ready construction documents: 30 days after Construction document submission

Construction Tender & submission to DFATD of all necessary building permits required: 60 days

Construction Stage: 365 days

Warranty Review Stage: 365 days

The Consultant shall include within the timeframes above 10 days at each submission for DFATD to provide comments based on a Quality Assurance Review (QAR) of materials, drawings and specifications submitted by each discipline.

The Proponent shall carefully review the information provided above and make allowances in its proposal for any and all Services required prior to the start of design, for design reviews and Services required to ensure expeditious permit and construction approvals. The anticipated time frame for commencement of the design work is September 2016.

DP5 ADVANCING PROJECT SCHEDULE

- 5.1 Advancing the Project Schedule may be considered at a later stage in the execution of the Services if the Consultant presents an accelerated and credible project delivery strategy for the design and construction in accordance with the Foreign Affairs, Trade and Development Canada approval process and in keeping with the Project parameters of scope, schedule, cost, quality and communication.

DP6 CONSULTANT TO SIGN AND SEAL ALL CONSTRUCTION DOCUMENTS

- 6.1 All Services performed by the successful Consultant must conform to and comply with all applicable laws, regulations, codes and standards applicable to the project site as well as Canadian codes, regulations and standards including the most recent version of the National Building Code of Canada. In cases of conflict, the higher standard shall prevail except in case of a conflict with a local mandatory requirement, in which case the local mandatory requirement shall prevail. Detailed references to other applicable codes, standards and regulations are presented in the Project Brief.
- 6.2 The Consultant, will be required to sign and seal all Project Plans, Specifications and other construction documents as required by the authorities having jurisdiction over the project site.

DP7 QUALITY ASSURANCE SPECIALIST

- 7.1 At the discretion of Foreign Affairs, Trade and Development Canada, an independent consultant (e.g., Quality Assurance specialist) may be engaged by Foreign Affairs, Trade and Development Canada to assist Foreign Affairs, Trade and Development Canada with design review, monitoring risk mitigation and quality certification. The Consultant will cooperate with the QA specialist in the discharge of the QA's responsibilities.