



APPENDIX A: STATEMENT OF WORK

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APPENDIX “A” – STATEMENT OF WORK (SOW)

The Consultant must 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 Contract. In case of discrepancies between this section and the Project Brief, the Project Brief shall prevail. Unless otherwise indicated the Services are as follows:

1. Objective of the Work:

The work has several objectives:

- a) **Temporary Enabling Works and Swing Space**
- b) **Seismic Retrofit**
- c) **Window Hardening**
- d) **Space Optimisation**
- e) **Façade and Roof Improvements**
- f) **Various Repairs Upgrades**
- g) **Mechanical/ Electrical and Commissioning**
- h) **IT Infrastructure Upgrades**

2. Location:

The majority the work will take place at the Consultant’s office. Collaboration and visits to the DFATD HQ in Ottawa, Ontario will be required. Visits to site in Nairobi, Kenya will also be required.

3. Scope of Work:

3.1 The Consultant must 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 Contract, as follows:

3.1.1. Temporary Enabling Works and Swing Space – The Consultant must undertake necessary site assessments, consultations, tests, investigations and research and develop design drawings and specifications for:

- a. contractors laydown/storage area on adjacent crown owned land and secure access to the existing secure compound from the Contractors laydown/storage area.
- b. temporary swing space inside the indoor parking area of the Chancery secured compound. Space shall accommodate up to 40 staff in a Workplace 2.0 configuration. Space shall have required Mechanical, Electrical and IT service provisions to meet WP 2.0.

3.1.2. Seismic Retrofit – The Consultant must complete a detailed design for structural upgrade work in the Chancery building. The Consultant must undertake site assessments/tests and complete all design drawings/specifications of the required structural upgrades to ensure the building meets the requirements of the 2015 National Building Code of Canada (NBCC).

Design drawings and specifications will be used for tender and construction purposes.

The Consultant must provide technical support during procurement and construction;

- a. The Consultant must complete a computer model of the Chancery and the proposed upgrade solution. The model must be evaluated in ETABS, or similar software, using the response spectrum method of analysis to ensure the proposed solution meets NBCC 2015 and the Building Code of Kenya (BCK) 2009 whichever is more stringent.
- b. Upon completion of the computer model and analysis, the Consultant must propose options and engineer a detailed solution for the building that aligns with the existing site conditions.
- c. The Consultant must ensure that the proposed solution can be installed while the Chancery remains open for business and disruption to day to day services is minimal.
- d. The Consultant must review the following existing reports:

- i. Preliminary Building Envelope, Structural and Space Optimization Study Canadian Chancery, Nairobi, Kenya Final Submission June 25, 2013 by Rounthwaite Dick & Hadley Architects Inc. i.e. Building Condition Report (BCR)
 - ii. Probabilistic Seismic Hazard Assessment
 - iii. Site Geotechnical Investigation
 - iv. Non-Linear Time History Analysis
- 3.2 **Window Hardening** - Complete a detailed design for window and curtain wall replacement, upgrade to meet DFATD standards. Undertake site assessments/investigations and design drawings/ specification for new blast resistant glazing units/curtain walling and doors to standards to be provided by DFATD;
- 3.3 **Space Optimisation** – Undertake site assessments, stakeholder consultations and design drawings/specification/phasing plan for office fit up/layout to meet mission staffing requirements and Workplace 2.0 standards each floor of the chancery;
- 3.4 **Façade and Roof Improvements** – Undertake site assessments/tests and complete design drawings/specifications for façade improvements options and roof waterproofing membrane replacement;
- 3.5 **Various Repairs/Upgrades** – Undertake site assessments to investigate existing issues/conditions. Design solutions and provide necessary drawings and specifications for a range of building fabric issues highlighted in the BCR, but not limited to; cracked floor slabs and walls, concrete ramp compliance issues (Barrier Free Access), Septic Field/Tank issues, etc;
- 3.6 **Mechanical/ Electrical and Commissioning** – Provide M&E design services and construction supervision for the high commission space optimization and new swing space projects, implement BCR recommended upgrades and supervise the M&E commissioning process to ensure M&E infrastructure meets or exceeds the specified operational requirements.
- 3.7 **IT Infrastructure Upgrades** - Provide recommendations and detailed design and construction package complete with drawings, layouts and specifications for IT infrastructure of the recommissioned office space and audio visual (AV) package for Multi-Purpose Room (MPR) and other meeting rooms.
- 4. Time frame, milestones:**
- 4.1 Upon award of the contract, the Consultant will be required to meet with the DFATD Project Team in Ottawa to review and discuss the project;
 - 4.2 the Project schedule dictates that completed design/contract documents package must be ready for tender by the start of March 2017; the Consultant must commit appropriate resources to achieving design delivery deadlines including a full time resource/ single point of contact;
 - 4.3 during construction tender and construction phases, the Consultant must provide responses to bidder questions, responses to (Requests for Information (RFI) or Submittals from the local contractor on site;
 - 4.4 during the construction phase, the Consultant must visit the site to inspect work;
 - 4.5 the Consultant must attend the initial site visit of approximately two (2) weeks post contract award, as directed by DFATD ;
 - 4.6 follow-up meetings with the Departmental Representative are required upon return from site. These meetings can be in person or by video/ phone conference.
- 5. DFATD support, documentation to be provided:**
- 5.1 DFATD will provide the Consultant with all pertinent drawings, photographs, the Building Condition Report (BCR) and information available. The Consultant must not travel internationally with any drawings or site specific information. All reference information will be available at the Canadian High Commission via an online file sharing website or the High Commission staff.
 - 5.2 A DFATD team of subject matter experts based in Ottawa, Canada will support the Project. These

individuals will conduct Quality Assurance Reviews (QAR reviews) for each submission.

5.3 A designated Departmental Representative (DR) will manage the project on behalf of DFATD. The DR is the official point of contact for all communications with DFATD and locally with the Canadian Consulate General. The DR is: TBD

6. Any constraints:

- 6.1 The Consultant must be accompanied by the DFATD site liaison at all times when on the Compound to perform Quality and Assurance tasks.
- 6.2 The Consultant must provide work space including an Internet connection for a DFATD project team representative at the Consultant’s site/ or the Consultant will be expected to have their representative work as and when required in Ottawa at the DFATD HQ.

7. Travel

- 7.1 The Consultant is required to travel to Ottawa to meet with the DR and DFATD Stakeholders for all major project milestones. The Consultant must travel to site regularly and this cost is included in the Fixed Fee.

8. Analysis of Project Requirements

The Consultant must:

- 8.1 review the Building Condition Report (BCR).
- 8.2 complete a site review and report on the current validity of the BCR.
- 8.3 meet as required with the DR and the DFATD subject matter experts in order to advance the design, complete the construction documents and award the tender.
- 8.4 attend formal meetings and presentations held for each of the submission stages. In each case all major disciplines must participate and other specialists as required by the subject matter discussed.
- 8.5 in accordance with the terms and delivery times set out in the Contract, review and integrate all the Project and schedule requirements;
- 8.6 identify and evaluate conflicts or problems;
- 8.7 provide alternative strategies to the DR;
- 8.8 present and receive approval from the DR on the Project scope, delivery process, schedule and cost estimate required to deliver a cohesive quality result; and
- 8.9 advise and assist the DR on the tendering strategy, including the pre-qualification of potential Contractors if applicable, advise on local practices related to bid security, contract insurance and contract security, mobilization advances, VAT or taxation in general.

9. Design Concept

- 9.1 Explore the design options (as described in the project brief) and analyze them against the design and project objectives and submit to the DR; 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;
- 9.2 submit a preliminary Construction Cost Estimate, Cost Plan and Project Schedule to confirm the feasibility of the Project.
- 9.3 Provide mechanical, electrical, structural, architectural, interior design and fire protection approximate outline documents.
- 9.4 Provide perspectives, colour sketches, sample boards and descriptive information on proposed materials.
- 9.5 Commissioning submission requirements as outlined in the commissioning section.
- 9.6 Provide any additional drawings or documents required to complete the Basic Design and submit applications for required permits.

10. Design Development

- 10.1 after acceptance by the DR of the Design Concept, prepare and submit to the DR, Design Development documents defining and describing the size and character of the entire Project;

- 10.2 prepare and submit an updated Construction Cost Class C Estimate based on the Design Development documents, an updated Cost Plan and Project Schedule.
- 10.3 provide for Architectural: floor plans showing partitions, room numbers, room names, millwork, fire protection components, elevations, sections and other IT/mechanical/electrical components as required. Security plan identifying wall types. Typical section and details of security walls to ceiling. Typical fire separation wall section. Material schedules. Furniture plans using typical DFATD layouts.
- 10.4 provide for Mechanical: Systems Design Document: For each system provide a description with design criteria and the design intent to meet these criteria using schematics and diagrammatic layout drawings to fully explain the system, its control, its normal and emergency modes of operation and its relationships to all other systems. Throughout project development this document must be refined. The description must include the description of the existing systems that must remain and its proposed modifications. List also the systems that must be completely removed. Describe provisions to achieve acoustic sound levels. Drawings showing preliminary design of all mechanical systems including the sizing of ventilation, cooling and heating systems showing locations, and all major equipment layouts in mechanical rooms.
- 10.5 Provide for Electrical: Drawings, Symbols and Design - use standard graphical symbols and provide drawings showing advanced development. Single line diagram of the power circuits with their metering and protection, complete rating of equipment, and connections of CT's and PT's, Identification and size of services, Connected load and estimated maximum demand on each load centre, description of relays when used and maximum short circuit levels on which design is based. Ensure that electrical plans show floor elevations and room identification, legend of all symbols used, circuit numbers at outlets and control switching identified, conduit and wire sizes except for minimum sizes which should be given in the specifications, panel schedule with loadings for each panel, telephone conduits system layout for ceiling/floor distribution, riser diagrams for power, telephone, fire alarm and other systems, elementary control diagrams for each system, schedule for motor and controls, complete lighting layout and fixture schedule clearly indicating methods of supporting fixtures and distribution diagrams showing single line diagrams to distribution centres. Provide sizing of standby load, short circuit requirements and calculations showing the ratings of equipment used and commissioning submission requirements as outlined in the commissioning section.
- 10.6 Provide for structural/ seismic design.
- 10.7 All project documentation is required to be submitted in a DFATD supplied format (example: title blocks, drawings, etc).

11. Preconstruction Submissions and Reviews

- 11.1 The Consultant must submit fully coordinated submissions consisting of drawings, specifications and reports for review and acceptance by the DFATD Project Team.
- 11.2 The DFATD Project team will conduct quality assurance reviews (QAR) of all submissions and provide written comments in the form of marked-up documents or a written review fifteen working days (or sooner) after the submission is provided to DFATD. The Consultant must provide written response to all comments within 10 (ten) working days.
- 11.3 During each review period Consultant must, maintain full production on the project and revise documents as necessary when review comments are received.
- 11.4 All plans, specifications and commissioning documents submitted must be in English.
- 11.5 Drawing layering format to be provided by DFATD.
- 11.6 The Consultant must use the same calendar date on all Construction Documents, drawings and specifications. This is the date corresponding to the completion date of all construction documents.
- 11.7 A representative list of submission requirements follows below. The actual list of drawings to be submitted will be determined by the DR in discussions with the Consultant.
- 11.8 Upon final acceptance of Construction Documents provide a hard copy of all reports, design criteria and calculations for mechanical, electrical, civil and structural design to the DR in the Formats detailed below. Some of this information may be requested earlier during the design stages.

12. Submission Delivery and Format Requirements

- 12.1 Delivery: All submissions must be provided to the DR.
- 12.2 Drawings: Hard Copy: four (4) bound sets. AutoCAD Format: Release 2011 (.DWG) file format. complete drawing files. AutoCAD support files: including but not limited to drawing files (DWG),

external reference (x-ref), shape files (SHX) and font files (SHX, TTF) and color table file (CTB); PDF Format: complete drawing files

12.3 Plotting & Layering instructions: in hard copy (printed instructions) and electronic format (PDF, RTF or TXT);

12.4 Media & Quantity: a complete set of files copied on a USB memory device.

12.5 Text documents and Spreadsheets: Hard Copy: four (4) bound sets.

12.6 PDF Format: all documents files

12.7 Microsoft Word, version 2010.

12.8 Microsoft Excel, version 2010.

13. Construction\Tender Documents

13.1 66% Construction Document Submission

These submissions indicate the intended scope of the construction documentation and illustrate the progress in developing the approved design.

- a. provide drawings and document list.
- b. Provide updated Project Schedule and Construction Cost Estimate.
- c. Commissioning submission requirements as outlined in the Commissioning section.
- d. Recommended procedure for short listing Contractors. Address quality and financial capacity.
- e. Recommendation and rationale for an appropriate fixed price construction contract.
- f. Recommendations for the construction documentation including: Instructions to Bidders,
- g. Warranties and tendering procedures for considering alternative materials.

13.2 99% Construction Document Submission

This submission represents the 99% completed construction documents prepared by the Consultant. All documents at this stage must include all revisions required by previous reviews. More than one 99% submission may be required as the documents must be revised to fully address comments.

- a. provide updated Project Schedule and updated Construction Cost Estimate
- b. provide drawings and specifications list.
- c. Commissioning submission requirements as outlined in the commissioning section.
- d. Health and Safety requirements to meet Canadian/Kenya requirements.
- e. Any additional information required for the completion of the Execution Design and/or to commence the Tender Process.

13.3 100% Construction Documents Submission

This submission incorporates all revisions required by the 99% review.

- a. The Consultant(s) must sign and seal all architectural and engineering drawings.
- b. in consultation with the DR, 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 DR including: Instructions To Bidders, Change Order Form and Progress Claim Form.
- c. co-ordinate the Commissioning specification described in the Project Brief with the DR;
- d. after acceptance by the DR of the Design Development documents, prepare and submit to the DR 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 Contract and in the Project Brief.

14. Pre-Tender Construction Cost Estimate

14.1 The Consultant must prepare documents for tender and submit for acceptance a final Construction Cost Class B Estimate based on the approved and stamped Construction\Tender Documents, together with a breakdown thereof, in a form satisfactory to the DR.

15. Tender Call

- 15.1 The Consultant must assist DFATD in managing the Tender Process and evaluating the bids. The final Contractor selection is a DFATD responsibility.
- 15.2 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 electronic tender call purposes.
- 15.3 after acceptance by the DR of the final submission of the Construction\Tender Documents, provide the DR with one (1) complete set of the approved and stamped working drawings to scale and AutoCAD files as specified, and three (3) sets of the approved specifications;
- 15.4 in consultation with the DR, provide information required for interpretation and clarification of the Construction\Tender Documents;
- 15.5 All communications during the tender period must be documented in written addenda and distributed to all the bidders; DFATD will review all addenda before issuance. The Consultant must not issue addenda without the explicit written agreement of DFATD;
- 15.6 in consultation with the DR, assist with the preparation and issuance of addenda as necessary; and
- 15.7 Attend job or site showings or bidders conferences as required.

16. Tender Evaluation and Award

- 16.1 in consultation with the DR, review and evaluate the tenders as an observer.

17. Construction Contract Administration

17.1 Administrative Services

- a. provide continuous construction contract administration services and assume full responsibility for construction administration, including cost control, quality control, reviewing change orders, monitoring the schedule and advising the DR of any variances, and liaising with authorities having jurisdiction over the Project site;
- b. In order to ensure that DFATD fulfills its legal obligations, observe and comment, as required, on the implementation of the Contractor's Health and Safety Plan.
- c. Conduct periodic inspections in order to fulfill his professional obligations and ensure that the construction is completed in accordance with the construction documents.
- d. Monitor overall quality control activities of the Contractor and specifically, sampling for material testing, identifying concerns.
- e. Prepare deficiency lists and monitor rectification of deficiencies.
- f. Attend weekly construction progress meetings and other technical meetings as required to support the execution of the construction contract.
- g. Support DFATD by attending meetings with DFATD subject matter experts and cooperating with the DFATD cost consultant in the evaluation and negotiation of change orders,
- h. Monitor the Contractor's construction schedule; ordering/delivery of major equipment; installation of DFATD supplied materials; mandatory tests/ inspections.

17.2 Construction Schedule

- a. monitor and report to the DR the progress of the construction, relative to the Construction Schedule;
- b. notify the DR of any delays which may affect the completion date of the Project, and keep accurate records of the causes of delays;

17.3 Construction Meetings

- a. maintain a record of the proceedings of the meetings (minutes); and
- b. advise the DR of any urgent issue raised at such meetings requiring his\her attention.

18. Shop Drawings and Requests for Information (RFI)

The Consultant must:

- 18.1 Prepare additional detail drawings as and when required to properly clarify, interpret or supplement the Construction Documents.
- 18.2 Review these drawings with the DR and obtain written approval prior to their release to the Contractor.
- 18.3 Prepare methods and procedures to monitor/record/track submittals, RFI's, shop drawings, material samples, test reports and any other project related communications. These methods and procedures

must be approved by the DR prior to use on the project. Maintain submittals logs, including date of submission and date of response. Provide to the DR on a bi-weekly basis an up-to-date report indicating status of RFIs (date submitted, date of response, etc.). Include the latest copy of this log in the biweekly project report.

- 18.4 review promptly 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;
- 18.5 Review of the submittals including shop drawings, samples, mock ups and product data are the responsibility of the Consultant. Any proposal for the substitution of material, equipment or installation method must be submitted to DFATD for review. Provide the DR with stamped responses to RFI and Submittal documents. Timescale for responses that are composed of a full review of submittals must be 5 working days and the timescale for responses to RFI's must be 2 working days;
- 18.6 Verify that submittals are clearly detailed and dimensioned, and are not proposing substitution of unacceptable construction or materials. Accept or reject submittals and return promptly to the DR;
- 18.7 The Consultant must stamp and sign the submittals certifying approval of submittals, verification of field measurements and compliance with Contract Documents.

19. Testing and Inspection

The Consultant shall:

- 19.1 recommend the need for, and review, test reports of materials or construction. Provide to the DR the necessary remedial action required when material or construction fails to comply with the requirements of the Construction Contract.
- 19.2 ensure that materials and assemblies are tested as required by the Construction Documents. Require tests and/or retests of any material and construction on site that appears of doubtful quality or performance.

20. Commissioning

The Consultant must:

- 20.1 ensure the provision of “Operating & Maintenance (O&M) Manuals” and record “As-Built” Drawings. The “O&M Manuals” and the “As-Built” Drawings must be provided to DFATD no later than the dates contained in the Project Brief, Construction Contract and in the Contract; and
- 20.2 provide clarification and guidance to the DR in matters relating to the commissioning process.
- 20.3 the Consultant must monitor and review the interim and final commissioning requirements of the project.
- 20.4 advise the DR of all progress during the project, including issues and impediments impacting the commissioning process.

21. Field Services

The Consultant must:

- 21.1 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;
- 21.2 record deficiencies and progress observed during each site visit; and
- 21.3 provide the DR with written reports of the deficiencies noted, and recommend corrective actions.

22. Changes to Work under the Construction Contract

The Consultant must:

- 22.1 Ensure all changes, whether additions or deletions including those not affecting the construction cost, are covered by Change Orders in order to provide a complete record of variations from the original Construction Documents.
- 22.2 The Consultant must prepare proposed change orders for DFATD's review. Change Orders can only be issued by DFATD.
- 22.3 The cost of changes must not be included in progress claims until a Change Order has been issued.
- 22.4 Maintain a log of Contemplated Change Notices/Change Orders and include a copy in the biweekly report.

- 22.5 submit all requests and recommendations for changes to the Work under the Construction Contract and the implications thereof to the DR for approval;
- 22.6 review quotations from the Construction Contractor for contemplated changes, review the prices for acceptability, assess the effect on design and construction progress, and submit recommendations to the DR.

23. Construction Contractor's Progress Claims

The Consultant must:

- 23.1 review the cost breakdown of the Construction Contract in detail and submit the cost breakdown analysis to the DR prior to the Construction Contractor's first progress claim;
- 23.2 examine progress claims within 5 working days and, if acceptable, certify the progress claims for work completed and materials delivered pursuant to the Construction Contract, and submit this analysis to the DR;
- 23.3 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.

24. As-Built Drawings

The Consultant must, before issuance of the Interim Certificate of Completion provide the DR with two (2) hard copy sets to scale of “As-Built” drawings and one (1) electronic copy of AutoCAD files (Release 2010 or higher) incorporating all recorded changes to the original tender drawings based on marked-up prints, drawings and other information provided by the Construction Contractor. The Consultant must also provide a marked-up copy of the specification and reports recording changes related thereto. As-Built Drawings must bear the seal of the appropriate professional.

25. Interim Certificate of Completion

The Consultant must:

- 25.1 review the substantially completed construction with the DR 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;
- 25.2 prepare and submit to the DR 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
- 25.3 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 must deliver the Occupancy Permit to the DR.

26. Final Certificate of Completion

The Consultant must:

- 26.1 advise the DR when all the unacceptable and incomplete construction listed on the Inspection & Acceptance Certificate has been completed in general accordance with the Construction Contract; and
- 26.2 make a final review of the construction with the DR and the Construction Contractor and, if satisfactory, prepare and submit to the DR, 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.

27. Time Schedule

The Consultant must:

- 27.1 submit to the DR, for approval, a time schedule for the Services to be performed and in a format as requested by the DR;
- 27.2 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 DR.

28. Change in Services

The Consultant must:

- 28.1 make changes in the services to be provided for the Project when requested in writing by the DR; and

28.2 prior to commencing such changes, advise the DR of any effects of the changes on the Construction Cost Estimate, Consultant fees, time schedule, and other matters concerning the Project.

29. Codes, By-Laws, Licences, Permits

The Consultant must:

- 29.1 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;
- 29.2 obtain from local and state authorities all consents, approvals, licences, permits and any other authorizations for the Project to be completed; and
- 29.3 ensure all services performed by the A&E team complies with applicable laws, regulations, codes.

30. Provision of Staff

The Consultant must, 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 must be submitted to the DR for approval.

31. Special Consultants

The Consultant must provide for all professionally qualified specialists necessary for the successful completion of the Project including but not limited to: architecture, interior design, structural engineering, electrical engineering, mechanical engineering, acoustical engineering, lighting design, cost planning, scheduling, commercial kitchen design, audio-visual design, finish hardware, fire protection, code consulting, permit expeditors, health and safety and commissioning.

32. Cost Control

The Consultant must ensure that, at all stages of Project delivery, the Construction Cost Estimate does not exceed the Construction Budget. If, at any time, the Consultant considers that the Construction Cost Estimate is to exceed the Construction Budget, the Consultant must notify the DR, and:

- a. if the excess is due to factors under the control of, or reasonably foreseeable by, the Consultant, the Consultant must, if requested by the DR, 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;
- b. if the excess is due to factors that are not under the control of the Consultant, changes or revisions may be requested by the DR. Such changes or revisions must 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.

33. Resident Services During Construction

The Consultant shall;

- a. provide continuous resident site inspections, compile and maintain up-to-date records of execution of the Services;
- b. co-ordinate the provision of services for the inspection, testing and evaluation of suitability of materials and equipment in compliance with the Construction Contract;
- c. respond to site inspection requests within six (6) working hours;
- d. 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
- e. the total amount payable for the resident services during construction is included in the Fixed Price.