

Date: January 11, 2023

Title: International Architecture and Engineering Design Services

Solicitation Number: 23-224748

The following supplements and/or supersedes the solicitation document. This addendum forms part of the contract documents and is to be read, interpreted, and coordinated with all other parts. Any change to the cost of the work as a result of this addendum is to be included in the price proposal.

### **ADDENDUM Nº 1**

### 1. ANNEX "A" - STATEMENT OF WORK

DELETE in its entirety and REPLACE BY:

## ANNEX "A" - STATEMENT OF WORK

#### 1. PROJECT TITLE

International Architecture and Engineering Design Services.

### 2. BACKGROUND

The Department of Foreign Affairs, Trade and Development Canada (DFATD) provides office accommodation for secure diplomatic facilities located in embassies worldwide. Within DFATD, the Project Delivery and Technical Services Bureau (AWD) provides overall project management services for new construction, lease and fit out, or renovation of existing properties. The mandate of AWD is to support Canadian international objectives and programs through the provision of office and staff accommodations, as well as asset management, maintenance and material services, to the bureau clientele in a cost effective, economical and efficient manner.

#### 3. OBJECTIVES

The Work involves the planning, site investigation, design and construction administration of additions, security improvements and new construction and/or fitting out of office space. The work is located within Canada's diplomatic and consular offices abroad that are under construction or already fully operational.

The construction projects are located at DFATD facilities in major international centres. The design services (tasks) may include, but are not limited to, the following:

- a) Demolition works
- b) Interior and exterior renovations / additions
- c) Security upgrades (perimeter wall, fencing, gates, bollards, guard houses, windows and doors (including locking mechanisms and accessories, airlocks, building envelope and curtain walls)
- d) CCTV upgrades
- e) Exterior and interior lighting system upgrades / replacement
- f) Vehicle, pedestrian, visitor and occupant access and intrusion detection controls and systems
- g) Mail screening facilities
- h) Mechanical system replacement / repairs
- i) Other supplementary perimeter security infrastructure
- j) Personal Safety Radio Networks



# 4. SCOPE

- 4.1. The Consultant will be requested on an "as and when required" basis to provide DFATD with the full range of architectural and engineering services as further detailed through resulting Task Authorizations. Based on the Statement of Work, the Consultant will be required to develop a Task Plan, which when agreed to by the Departmental Representative and Department Technical Authority will form the basis of the Task Authorization.
- 4.2. In all cases the Departmental Representative will be the single point of contact with the Consultant. The Departmental Representative will work with the Departmental Technical Authority to ensure that the Consultants work meets all required approvals including but not limited to the technical, functional and regulatory requirements of the project.
- 4.3. The types of Real Property assets subject to these projects under this contract include, but are not limited to, Staff Quarters, Official Residences and Chanceries including the land/grounds and perimeter security infrastructure thereof. The properties involved may be Crown owned or leased and are sometimes located in multi-tenant facilities.
- 4.4 The Consultant will be required to prepare and provide the appropriate documentation in order to provide quality project delivery as required by the Departmental Representative. Also, typically, at the end of each phase of delivery, the Consultant will be required to obtain the approval of the Departmental Representative, as applicable in order to proceed to the next phase.

#### 5. CONSULTANT'S RESOURCES

- 5.1. Any tasks under this contract will require the Consultant to provide personnel in the service stream and level as defined in the Basis of Payment and must be approved by the DFATD Departmental Representative.
- 5.2. The Consultant may be required to sub-contract for services abroad with professionals licensed to practice within the region of construction. Sub-contracts will be paid at the actual cost plus mark-up. All Sub-contracts will be approved by the Departmental Representative in writing prior to the commencement of work.

### 6. TASKS TO BE PERFORMED

The following tasks are described in detail below:

### 6.1. Planning and Concept Analysis

6.1.1. Overview

The primary goal of this phase is to understand the Client's requirements and to translate them into a functional program of work at each site.

- 6.1.2. The second objective is to identify the alternatives available to DFATD to meet these requirements in terms of design implications, costs and schedule and to recommend the most feasible alternative to DFATD.
- 6.1.3. Scope of Services

- 6.1.3.1. Attend initial project meeting(s) as required by the Departmental Representative within a minimum of three working days from the date of issuance of each Task Authorization;
- 6.1.3.2. Work with the Client to develop the standard functional (architectural and engineering) program and provide a Technical Program Report;
- 6.1.3.3. Complete a site visit, if required, with the Departmental Representative and submit a Trip Report;
- 6.1.3.4. Review DFATD's design standards and record drawings for the specific site and other applicable documentation, conduct site surveys to identify site constraints, identify undocumented opportunities to be leveraged to enhance design efficiency. Document the designs and construction conditions, take an inventory of the space, scope potential options to meet the functional program and provide an Investigation and Assessment Report (or Site Report);
- 6.1.3.5. The Consultant shall undertake reviews of design and as-built documents to confirm and/or evaluate the various systems (structural, electrical, mechanical) capacities to accommodate the particular fitup of existing conditions or new construction proposed.
- 6.1.3.6. The Consultant shall undertake, if required, site investigations to evaluate the various systems (structural, electrical, mechanical) system capacities to accommodate the various interventions proposed on the infrastructure or new construction required.
- 6.1.3.7. Identify and evaluate conflicts or problems and identify alternative solutions to meet the requirements, using schematic designs to illustrate the concept, analyse their feasibility in terms of performance, ease of construction, ease of maintenance, risks, costs and delivery schedules;



- 6.1.3.8. Identify, solicit proposals, and manage sub-consultant contracts with local professional service providers in order to facilitate feasibility analysis and ensure local best practices related to permitting, construction costs and project schedules.
- 6.1.3.9. 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;
- 6.1.3.10. Provide preliminary construction cost estimates, cost plan and project schedule for the recommended solution and issue a Feasibility Report;
- 6.1.3.11. Assist the Departmental Representative over the course of the delivery of the project in providing appropriate documentation as required by the Departmental Representative;
- 6.1.3.12. Ensure compliance of all documentation with 2015 National Building Code of Canada (NBCC) and regulations, as well as local applicable codes, whichever is more stringent. Additional physical security standards as required by the Departmental Representative or as required by the scope:
- 6.1.3.13. Develop an overall Project Plan. The Project Plan is to propose an organization structure and specify roles for ensuring cost control, schedule and quality;
- 6.1.3.14. Present the Project Plan to the Departmental Representative after completion of analysis of project requirements. The plan is to be updated and presented to the Departmental Representative prior to the end of Construction Documents: and
- 6.1.3.15. Present the design solution for approval by the Departmental Representative.

## 6.2. Design Development

6.2.1. Overview

The goal of design development is to translate the approved design solution into actual working drawings and specifications for components of the project to enable its implementation. The main elements include architectural (including interior design), mechanical, electrical, structural (as applicable), telecommunications, plumbing, fire protection and other life safety systems. The Consultant shall ensure all AutoCAD or Building Information Management (BIM) operators assigned to this project are familiar with the Public Works and Government Services Canada (PWGSC) drafting policies.

6.2.2. Scope of services

- 6.2.2.1. Explore the design options and analyse them against the design and project objectives/requirements and submit to the Departmental Representative for approval;
- 6.2.2.2. Develop design concept documents including analytical studies, drawings and other documents in clear detail to illustrate the design concept and to demonstrate compliance with the Project SOW in the Task Authorization:
- 6.2.2.3. Submit a preliminary Construction Cost Estimate, Cost Plan and Project Schedule to confirm the feasibility of the Project;
- 6.2.2.4. Provide two hard copies of all documents submitted plus one electronic copy (AutoCAD 2010, BIM, Word, PDF, Excel);
- 6.2.2.5. Develop the design including, but not limited to, floor plans, elevations, sections, walls and partitions systems (and materials), utility and/or mechanical room layouts as required, doors and window types and dimensions, interior finishes, modification to mechanical and electrical systems (and structural as necessary);
- 6.2.2.6. Seismic design requirements shall be designed for in the fit-up design packages.
- 6.2.2.7. Structural design services to be coordinated with other disciplines.
- 6.2.2.8. Seismic design related to interior fit-up specific to the particular region, country and city.
- 6.2.2.9. Develop drawings using AutoCAD version 2010 or later, or Building Information Management (BIM) and adhere to the drafting/drawing standards of PWGSC;
- 6.2.2.10. Develop the systems design including but not limited to fixtures (architectural, mechanical, electrical and lighting, plumbing) and provide schedules and details on walls, interior finishes and equipment, structural, windows, door and door frames, mechanical and electrical equipment, other specialty walls, and connection details for structural elements;
- 6.2.2.11. Ensure that designs and system designs are in line with the approved standards of DFATD and the Departmental Representative;
- 6.2.2.12. Ensure integration with the architectural fabric of the building and its components and systems; and
- 6.2.2.13. Ensure plans and specifications are reviewed at all stages for compliance with all applicable Canadian Federal and Provincial laws and regulations as well as local codes of the country/location of work.



Note: Some Quality Management procedures may be amended from time to time, however these procedures must be adhered to. As defined in the individual Statements of Work of specific Task Authorizations.

### 6.3. Construction Documentation

#### 6.3.1. Overview

The goal of construction documentation is to finalize drawings and specifications details for all components and systems of the facility to generate the construction documents. The documentation phase sets forth in detail the requirements for the construction of the security upgrade project. All plans are refined to establish the quality levels of materials, systems or equipment required for the project. Submissions, for review by the Departmental Representative, are expected at 33%, 66%, 99% and 100% stages unless otherwise stated in writing from the Departmental Representative. Comments will be provided to the Consultant from the Departmental Representative on template form documents. The Consultant must reply to each comment on all documents with confirmation the changes were implemented or a further explanation. The Departmental Representatives may request a meeting with the Consultant to ensure that its comments are addressed appropriately.

## 6.3.2. Scope of services

The Consultant will be required to:

- 6.3.2.1. Finalize the coordination of systems designs, the coordination of all drawings, the selection of finishes & materials, the construction details including structural connections and detailing;
- 6.3.2.2. Finalize the specifications;
- 6.3.2.3. Coordinate and obtain approval from the Departmental Representative as well as any other stakeholders within the Task Authorization;
- 6.3.2.4. Will advise the Departmental Representative, prepare complete detailed Construction Documents, including Bills of Quantity prepared by a qualified Quantity Surveyor including: Interim Certificate of Completion, Inspection & Acceptance Certificate, Final Certificate of Completion, Change Order Form, Statutory Declaration and Progress Claim Form;
- 6.3.2.5. Co-ordinate the Commissioning as prescribed in each individual Task Authorization with the Departmental Representative;
- 6.3.2.6. Provide continuous construction contract administration services and assume responsibility as required for on-site 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;
- 6.3.2.7. Accompany the Departmental Representative as and when required for on-site visits throughout the duration of the Project;
- 6.3.2.8. After acceptance by the Departmental Representative of the Design Development documents, prepare and submit all necessary working drawings and specifications. These documents must demonstrate a complete detailing of the requirements for the construction of the Project at each stage of production specified in the A&E Consultant Contract;
- 6.3.2.9. Prepare and submit to the Departmental Representative an updated Construction Cost Estimate, Cost Plan and Project Schedule at each specified stage of production; and
- 6.3.2.10. Provide two hard copies of all documents submitted plus one electronic copy (AutoCAD 2010 or later, BIM, PDF, Word, Excel).

### 6.3.3. Construction Schedule

- 6.3.3.1. After the award of a Construction Contract, establish with, and request from, the Construction Contractor a detailed construction schedule, and, upon receipt, forward two copies of the Schedule to the Departmental Representative plus one electronic copy;
- 6.3.3.2. Monitor and report to the Departmental Representative the progress of the construction, relative to the Construction Schedule:
- 6.3.3.3. Notify the Departmental Representative of any delays within 5 days which may affect the completion date of the Project, and keep accurate records of the causes of delays; and
- 6.3.3.4. Evaluate, and notify the Departmental Representative of, all requests from the Construction Contractor for time extensions. Review with the Departmental Representative and provide the Construction Contractor with the final decisions.

#### 6.3.4. Construction Meetings

6.3.4.1. Instruct the Construction Contractor to attend construction meetings as required by the Construction Contract;



- 6.3.4.2. Advise the Departmental Representative of the dates and times of the proposed meetings and attend all such meetings;
- 6.3.4.3. Maintain a record of the proceedings of such meetings and provide the Departmental Representative with a copy thereof; and
- 6.3.4.4. Notify the Departmental Representative of any urgent issue raised at such meetings requiring his\her attention.

## 6.3.5. Clarifications and Interpretations

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

## 6.3.6. Shop Drawings

The Consultant shall promptly review, stamp and approve the shop drawings provided by the Construction Contractor to determine general conformity with the requirements and intent of the Construction Documents and indicate such general conformity; provide the Departmental Representative with one (1) copy when such conformity is confirmed.

### 6.4. Construction Site Review

6.4.1. Construction On-Site Supervision

Overview

The goal of construction on-site supervision is to ensure that the construction is carried out in accordance with the approved plans/specifications and that it is on time and on budget. There must be a high regard for the safety and security of occupants of the facility. The site supervisor will facilitate reviews by the Departmental Representative, the Client Representatives and other DFATD stakeholders.

#### 6.4.2. Scope of Services

- 6.4.2.1. Adhere to the communications protocol between the Departmental Representative, the Client Representatives and the Consultant;
- 6.4.2.2. Provide site inspections, compile and maintain up-to-date records of execution of the Services for Departmental review;
- 6.4.2.3. Coordinate all activity by chairing regular project meetings or coordinate them directly with the Departmental Representative;
- 6.4.2.4. Organize and chair project start-up meetings to provide information, orient the Consultant to the facility and brief them on the scope of work and site requirements;
- 6.4.2.5. Obtain all documentation from the Consultant related to: Health and Safety, Work Place Safety Insurance Board Clearance Certificate, WHIMIS Safety Material Data Sheet, Construction schedules, Site clean-up requirements:
- 6.4.2.6. Provide the Departmental Representative with a review of shop drawings;
- 6.4.2.7. Brief the Consultant on as-built drawings requirements and Commissioning procedures, as applicable:
- 6.4.2.8. Ensures that the construction is delivered on time and on budget and provide regular reports to the Departmental Representative for review;
- 6.4.2.9. Evaluate/anticipate risks and prepare a Risk Mitigation Plan if required;
- 6.4.2.10. Organize, chair and take meeting minutes at regular team meetings to discuss and resolve all construction related issues and ensure proper follow-up. Distribute notes to project team as identified by the Departmental Representative;
- 6.4.2.11. Co-ordinate the provision of services for the inspection, testing and evaluation of suitability of materials and equipment in compliance with the Design Contract;
- 6.4.2.12. 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 Consultant and provide information necessary to assess to progress, determine the cause of any delays and verify any claims;
- 6.4.2.13. Prior to substantial completion, at the discretion of DFATD a similar site visit and evaluation by a Departmental Representative may need to occur;



- 6.4.2.14. If required prior to substantial completion, assemble the key members through coordination with the Departmental Representative, as required, and, together with the Consultant, carry out an inspection of the project site (construction / installation) to assess conformity with the statement of work, workmanship, materials, etc., and identify deficiencies;
- 6.4.2.15. Obtain sign-off from the Client, Departmental Representative and other team members subject to deficiencies being remedied;
- 6.4.2.16. Obtain from the Consultant: Operating Manuals, Warranties, Systems Specifications and as-built drawings in both electronic (as specified by DFATD) and paper format;
- 6.4.2.17. Coordinate the commissioning with the Bureau's Commissioning Manager as required;
- 6.4.2.18. Issue a Certificate of Substantial Completion to the Consultant, together with a request to remedy deficiencies within a timeframe; and
- 6.4.2.19. Carry out a final review to ensure deficiencies have been corrected and issue the Final Certificate of Completion.

# 6.5. Testing and Inspection

- 6.5.1. Provide for test reports and review test reports of materials or construction;
- 6.5.2. Ensure all products used meet the certifications required in the construction documents; and
- 6.5.3. 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.

## 6.6. Commissioning

- 6.6.1. Ensure the provision of Operating and Maintenance manuals ("O&M manuals") and record "As-Built" Drawings. The "O&M Manuals" and the "As-Built" Drawings are to be provided to the Departmental Representative no later than the dates contained in the Task Authorization, Construction Contract and the A&E Consultant Contract;
- 6.6.2. Ensure the provision of training, through coordination with the Departmental Representative, for building operators and Mission staff; and
- 6.6.3. Provide the Departmental Representative with a schedule for the testing and maintenance of building systems.

### 6.7. Field Services

- 6.7.1. Perform on-site visit(s), as required by the Departmental Representative, to approve the Construction Contractor's Work in progress and to determine, on an adequate sampling basis, whether the Work is in general conformity with the Construction Documents;
- 6.7.2. Record deficiencies and progress observed during each site visit; and
- 6.7.3. Provide the Construction Contractor and the Departmental Representative and with written reports noting the deficiencies and recommend the actions to be taken to rectify them.

### 6.8. Closeout

6.8.1. Overview

The goal of closeout is to successfully hand over the built facility to the Client, the Users and the Mission Representatives for its on-going administration, evaluate the Consultant's performance, and assist the Departmental Representative in completing all obligations (contractual, transfer of record drawings, warranties (as applicable), etc.).

# 6.8.2. Scope of services

- 6.8.2.1. Facilitate and coordinate with the Departmental Representative the move in of the Users to the upgraded facility;
- 6.8.2.2. Ensure adequate transfer of the facility to the Mission Representatives, i.e. Operating Manuals, Systems Specifications, Training as required, etc.;
- 6.8.2.3. Complete the evaluation of the Consultant's performance;
- 6.8.2.4. Ensure that the project files are well documented for future reference and archived;
- 6.8.2.5. Ensure the transfer of as-built drawings to the Departmental Representative;
- 6.8.2.6. Prepare and issue a Closure Report on the design and construction to include such things as:
  - 6.8.2.6.1. Project history that includes an updated Scope of work;
  - 6.8.2.6.2. Close out Planning and Programming; and
  - 6.8.2.6.3. Close out Design development.



- 6.8.2.7. Provide Departmental Representative with all Construction documentation, including: Start up meeting, Work plan and schedule of work, Progress meetings and minutes, Changes, Issues and Difficulties encountered during implementation;
- 6.8.2.8. Create Lessons Learned Document (Knowledge Transfer);
- 6.8.2.9. Create Project Conclusion and Summary; and
- 6.8.2.10. Provide DFATD with all Appendices, Copies of specifications, Contract drawings, Digital photographs, and As-built drawings.

#### 6.9. Additional Items

6.9.1. Overview

The following items will also be considered part of this scope of work:

## 6.9.2. Changes to Work under the Construction Contract

- 6.9.2.1. Submit all requests and recommendations for changes to the Work under the Construction Contract and the implications thereof to the Departmental Representative for approval by the Departmental Representative and the Technical Authority:
- 6.9.2.2. 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
- 6.9.2.3. Upon written authorization by the Departmental Representative, issue Change Orders for all approved changes.

# 6.9.3. Construction Contractor's Progress Claims

- 6.9.3.1. Request a cost breakdown from the Construction Contractor 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;
- 6.9.3.2. 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
- 6.9.3.3. 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. Price must be indicated prior to mark up.

## 6.9.4. As-Built Drawings

6.9.4.1. Before issuance of the Final Completion or Interim Certificate of Completion, the Consultant must provide the Departmental Representative with two hard copy sets, to scale, of "As-Built" drawings plus one acceptable Government issued and encrypted USB copy of AutoCAD version 2010 files. The Consultant must incorporate 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. USB's are to be labelled "As Built" and dated and signed by the Consultant; and 6.9.4.2. The Consultant is also to provide a marked-up copy of the specification recording changes related thereto.

#### 6.9.5. Interim Certificate of Completion

- 6.9.5.1. The Technical Authority will review the substantially completed construction work with the Departmental Representative and the Construction Contractor, record all deficiencies and incomplete work detected on the Inspection & Acceptance Certificate which forms a part of the Interim Certificate of Completion;
- 6.9.5.2. Request from the Consultant and provide the Departmental Representative with two sets of all Operating and Maintenance manuals ("O&M manuals"), "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 Documentation;
- 6.9.5.3. The Construction Contractor shall prepare an Interim Certificate of Completion as a basis for payment and submit to the Departmental Representative for processing. This shall include a completed Inspection & Acceptance Certificate as required by the Construction Contract, together with all supporting documents properly signed and certified; and



6.9.5.4. 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.

## 6.9.6. Final Certificate of Completion

- 6.9.6.1. The Technical Authority will advise the Departmental Representative when all the deficiencies and incomplete construction listed on the Inspection & Acceptance Certificate has been completed in general accordance with the Construction Contract; and
- 6.9.6.2. Complete a final review of the construction site 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.

### 6.9.7. Post-Construction Warranty Review

6.9.7.1. Follow up with the Departmental Representative, during the Construction Contractor's warranty period regarding any defects detected, and instruct the Construction Contractor to correct the defects and advise the Departmental Representative when the defects have been satisfactorily rectified; and

6.9.7.2. At the end of the warranty period, confirm with the Departmental Representative that all recorded defects have been corrected 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.

### 6.9.8. Time Schedule

- 6.9.8.1. Submit a time schedule for the Services to be performed to the Departmental Representative for approval. The schedule must demonstrate line items appropriate to the size and complexity of the Project and be in a format as requested by the Departmental Representative (PDF or Excel);
- 6.9.8.2. 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
- 6.9.8.3. 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 Canada.

# 6.9.9. Change in Services

- 6.9.9.1. Make changes in the Services to be provided for the Project when requested in writing by the Departmental Representative; and
- 6.9.9.2. 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.

# 6.9.10. Codes, By-Laws, Licences, Permits

- 6.9.10.1. Observe and comply with all applicable local statutes, codes, regulations and by-laws to enable the required consents, approvals, licences and permits necessary for the Project to be completed:
- 6.9.10.2. Obtain from local and state authorities all consents, approvals, licences, permits and any other authorizations for the Project to be completed; and
- 6.9.10.3. Ensure that all Services performed by the A&E team comply with applicable local laws, regulations, codes, and the 2015 National Building Code of Canada (NBCC). In the event of code requirement differences, the more stringent code requirement will apply.

## 6.9.11. Provision of Staff

The Consultant must submit the names, addresses, qualifications, experience and proposed roles of all persons to be employed by the Consultant, in relation to the Project, to the Departmental Representative for approval. Any proposed changes shall be submitted to the Departmental Representative and Departmental Technical Authority for approval.

# 6.9.12. Cost Control

6.9.12.1. The Consultant shall ensure that the Construction costs are monitored to ensure that they remain consistent with the project Budget at all stages of Project delivery;



6.9.12.2. The Consultant shall notify the Departmental Representative if the Consultant considers that the Construction Cost Estimate at 75% will exceed the Construction Budget. The Consultant shall (if requested by the Departmental Representative and at no additional cost to Canada) make changes or revisions to the design as required to bring the Construction Cost Estimate within the Construction Budget, if the excess is due to factors under the control of the Consultant. If the excess is due to factors that are not under the control of the Consultant, the Departmental Representative may request changes or revisions. Such changes or revisions shall be undertaken by the Consultant, at Canada's expense, and the cost involved shall become an amount to be mutually agreed prior to performance of the additional services; and 6.9.12.3. The Consultant shall cooperate in revising the project scope and quality as required by the Departmental Representative to reduce the construction cost. The Consultant shall modify the Construction Documents as necessary to comply with the Construction Budget. This would be required if the lowest price obtained upon tender exceeds the Construction Budget. If the excess is due to reasons within the control of, or reasonably foreseeable by, the Consultant, the Consultant shall perform the tasks without additional charges to Canada.

All other conditions and requirements remain unchanged