



C. ARTICLES OF AGREEMENT  
C1. DEPARTMENTAL REPRESENTATIVE  
To be confirmed on award of Contract

### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

### Architectural and Engineering Services Rotational Contract

Between

Canada the Queen in right of Canada (referred to herein as "Canada") represented by the Minister of Foreign Affairs (referred to herein as the "Minister")

and

To be confirmed on award of Contract

(Referred to herein as the "Consultant")

for

Performance of the Services described in Appendix "A" – Description of Services

<b>C2. TITLE</b> Middle East - A&E Professional and Technical Services Contract		
<b>C3. CONTRACT PERIOD</b> Start: <b>TBD upon contract award</b> End: <b>TBD upon contract award</b>		
<b>C4. CONTRACT NUMBER</b> <b>TBD upon contract award</b>	<b>C5. PROJECT NUMBER</b> B-OVRHD-300.9.04.1	<b>C6. DATE</b> <b>TBD upon contract award</b>
<b>C7. CONTRACT DOCUMENTS</b> <ol style="list-style-type: none"> <li>1. These Articles of Agreement</li> <li>2. Supplementary Conditions (Section "I")</li> <li>3. Security Requirements (Section "II")</li> <li>4. General Conditions (Section "III")</li> <li>5. Terms of Payment (Section "IV")</li> <li>6. Statement of Work (Appendix "A")</li> <li>7. Non-Disclosure Agreement (Appendix "B")</li> <li>8. Sample Task Authorization Form (Appendix "C")</li> <li>9. Security Requirements Checklist (Appendix "D")</li> <li>10. The Request for Proposals</li> <li>11. The Consultant's Proposal</li> </ol> <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
<b>C8. CONTRACT AMOUNT</b> Total limitation of expenditure for the services not to exceed \$1,700,000.00 This amount is: <ol style="list-style-type: none"> <li>a. Inclusive of all applicable duties, costs and taxes.</li> <li>b. Inclusive of VAT.</li> <li>c. Inclusive of travel and accommodation costs.</li> <li>d. in CANADIAN CURRENCY</li> </ol> Payments shall be made in accordance with Section III – Terms of Payment.		
<b>C9. INVOICES</b> Electronic invoices are to be sent to the Departmental Representative showing: <ol style="list-style-type: none"> <li>a. the amount of the payment being claimed for Services satisfactorily performed;</li> <li>b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation, if applicable;</li> <li>c. the date;</li> <li>d. the name and address of the consignee;</li> <li>e. description of the Services performed;</li> <li>f. the project name; and</li> <li>g. The contract number.</li> </ol>		
<b>C10. GOVERNING LAWS</b> Laws in force in the Province of Ontario, Canada		
<b>FOR THE CONSULTANT</b>  _____ <b>Signature</b> <span style="float: right;">_____</span> <span style="float: right;"><b>Date</b></span>  _____ <b>Print Name and Capacity</b>		<b>Corporate Seal</b>
<b>FOR THE MINISTER</b>  _____ <b>Signature</b> <span style="float: right;">_____</span> <span style="float: right;"><b>Date</b></span>  _____ <b>Print Name and Capacity</b>		

## SECTION "I" – SUPPLEMENTARY CONDITIONS

**SC1 TERM OF CONTRACT AND OPTION**

- 1.1 The Contract becomes effective on the "Start" of the Contract Period as set out in clause C3 of the Articles of Agreement, and ceases to have effect on the "End" date of the same period. However, all the parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.
- 1.2 The Consultant grants to Canada, in all cases Canada refers to the Canadian Government, the irrevocable option to extend the Contract Period by up to two additional one-year periods under the same conditions. Canada may exercise this option by sending a written notice to the Consultant at least 30 calendar days before the End date. The Consultant agrees that, during the extended Contract Period, Canada will continue to pay the Consultant in accordance with the Basis of Payment (section TP10).
- 1.3 Until the expiry of two (2) years from the "End" date as extended pursuant to subsections 1.2 and 1.3, the parties may amend the Contract—in accordance with section GC19— either for the purpose of allowing the Consultant to complete one or more Task Authorizations approved before the End date, or for the purpose of allowing Canada to pay the Consultant after the End date, or for both purposes.

**SC2 TASK AUTHORIZATION**

- 2.1 The Departmental Representative will provide a draft TA to the Consultant using the "Task Authorization" form specified in Appendix C. This form will contain a general description of the task and of the deliverables, the details of the activities to be performed, drawings and specifications, a preliminary cost estimate, and a schedule of milestones and associated deliverables as applicable.
- 2.2 Within ten (10) Days of receiving the draft TA, the Consultant must provide to the Departmental Representative the Consultants approval of Canada's preliminary cost estimate, or any suggested changes with breakdown of the changes, the whole established in accordance with the Basis of Payment (section TP10).
- 2.3 Upon receiving the approved or modified draft TA, Canada will allow the Consultant to complete a detailed estimate for the project considering the scope of Services, and based on the Consultant proposed level of effort, the quantity of proposed resources, determined travel costs, proposed subcontracts and material costs. As part of the detailed estimate, the Consultant must also list proposed resources (employees or sub Consultants) that the Consultant will dedicate to the task.
- 2.4 Canada will review this detailed estimate, and may request adjustments. Each time Canada requests adjustments—this could be several times—, the Consultant will have five (5) Days to provide to the Departmental Representative a revised detailed estimate. Canada may also request in writing that the Consultant offers a fixed price. If Canada approves the detailed estimate, or if Canada accepts the proposed fixed price, Canada will amend the draft TA, and return it to the Consultant for final signature and Departmental Representative's countersignature. If Canada and the Consultant cannot agree on the detailed estimate, Canada may cancel the draft TA, and issue a new draft TA to another Consultant.

- 2.5 Through the same process, Canada and the Consultant will amend the TA as the project proceeds, to align with actual bids received from sub-consultants, and the true costs for materials, travel, and shipping.
- 2.6 A TA, including an amended TA, only becomes in effect upon the Departmental Representative's express authorization, after the Departmental Representative and the Consultant's representative have each signed the TA or an identical copy of the TA.
- 2.7 The Consultant must not commence providing Services until a Task Authorization setting out those Services is in effect. Canada may refuse to pay for any Services that the Consultant performs before such time.
- 2.8 Canada awarded \_\_\_\_ (*insert number*) contracts as a result of Canada's Request for Proposals number: \_\_\_\_ (*insert number*). The Consultants' order of ranking is as follows:
- Ranked first: (*to be determined*)
- Ranked second: (*to be determined*)
- Ranked third: (*to be determined*)

### SC3 LIMITATION OF EXPENDITURE AND MINIMUM WORK GUARANTEE

- 3.1 In this clause,
- "Maximum Contract Value" means ▼ Canadian dollars (\$▼ CAD); and
  - "Minimum Contract Value" means ▼ CAD.
  - These values will be awarded
- 3.2 Canada's total liability to the Consultant under the Contract must not exceed the Maximum Contract Value during the Contract Period. This sum does not comprise customs duties, but includes all applicable value-added taxes, including any Goods and Services Tax (G.S.T.) or Harmonized Sales Tax (H.S.T.).
- 3.3 The Consultant must notify the Departmental Representative in writing as to the adequacy of the Maximum Contract Value:
- when it is 75 percent committed, or
  - four (4) months before the end of the Contract Period, or
  - as soon as the Consultant considers that the sum is inadequate for the completion of the Services required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 3.4 If the notification is for inadequate Maximum Contract Value (paragraph SC3.3(c)), the Consultant must provide to the Departmental Representative a written estimate of the additional funds required. Canada will then consider if it agrees or not to increase the Maximum Contract Value.
- 3.5 Canada's total liability to the Consultant under this Contract cannot increase, unless and until the Departmental Representative authorizes this increase in writing.
- 3.6 At a minimum, Canada must either request Services in the amount of the Minimum Contract Value, or pay the Consultant at the end of the Contract in accordance with paragraph SC3.8. Meanwhile, the Consultant agrees to stand in readiness throughout the Contract Period to perform the Work described in a Task Authorization, in conformity with the Contract.

- 3.7 In the event that Canada finds the performance of previous work unacceptable the Consultant will be informed in writing. As a result, any future work undertaken by the Consultant may be withheld from being authorized to that Consultant at no additional cost to Canada.
- 3.8 In the event that Canada does not request Work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Consultant the difference between the Minimum Contract Value and the total cost of the Services performed pursuant to a TA.
- 3.9 Canada will have no obligation to the Consultant under this section SC3, except in accordance with clause TP8, if Canada terminates the Contract in whole or in part for default.

#### **SC4 PERIODIC USAGE REPORTS - CONTRACTS WITH TASK AUTHORIZATIONS**

- 4.1 The Consultant must compile and maintain records on its provision of work performed for Canada under authorized Task Authorizations or amended TA's issued under the Contract.
- 4.2 No later than *15 Days* after the end of each period defined in section SC4.3, the Consultant must submit the records mentioned in section GC4.1 to Canada, through the Departmental Representative, in accordance with the reporting requirements detailed below. If some data is not available, the Consultant must indicate the reason. If no Work/Services is/are TA during a given period, the Consultant must still provide a "nil" report.

- 4.3 The periods are:

1st half: April 1 to September 30; and

2nd half: October 1 to March 31.

- 4.4 Reporting Requirement- Details

The Consultant's detailed reporting requirements must provide a detailed and current record of all authorized tasks for each contract with a task authorization process. For each authorized task, the Consultant must ensure that this record contains:

- i. the TA number, including revised TA number(s);
  - ii. a title or a brief description of each TA;
  - iii. the total estimated cost of each TA or amended TA, exclusive of Applicable Taxes;
  - iv. the total amount, exclusive of Applicable Taxes, expended to date against each TA;
  - v. the start and completion date for each TA; and
  - vi. the active status of each to include a baseline schedule of milestones and progress made with reference to issues and challenges where applicable.
- 4.5 For all authorized TA:
- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the Consultant for all TAs; and
  - ii. the total amount, exclusive of Applicable Taxes, expended to date against all TA's.

#### **SC5 TRAVEL AND LIVING EXPENSES**

- 5.1 Travel to and from select project sites may be required. A minimum one (1) on-site visit may be required for specific sites as defined in each Task Authorization.

- 5.2 The Consultant will be reimbursed its authorized travel and living expenses reasonably and properly Incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay for Consultants immunizations and Canada will not pay the Consultant any incidental expense allowance for authorized travel. Please refer to the following links for further details. <https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/special-travel-authorities.html>, and [https://www.njc-cnm.gc.ca/directive/app\\_d.php?lang=eng](https://www.njc-cnm.gc.ca/directive/app_d.php?lang=eng)
- 5.3 All travel must have the prior authorization of the Departmental Representative
- 5.4 All other associated costs are the responsibility of the Consultant.
- 5.5 The Consultant shall submit a claim for reimbursement of travel expenses within 30 days of the completion of travel. Invoices for reimbursement must be accompanied with a detailed summary of expenses using Foreign Affairs, Trade and Development Canada's (DFATD) Travel Expense Claim Form (EXT 160E) and include original receipts for all expenses including airline boarding passes. The Travel Expense Claim Form will be distributed to the Consultant at the time of Task Authorization issuance. Original receipts must be provided with the invoice in order to be reimbursed for these expenditures.

#### SC6 REPLACEMENT OF SPECIFIC INDIVIDUALS

- 6.1 If specific individuals are identified in the Contract to perform the Work, the Consultant must provide the services of these individuals for any resulting Task Authorization unless the Consultant is unable to do so for reasons beyond its control.
- 6.2 If the Consultant is permanently unable to provide the services of specific individual(s) as identified in the Supplier's Proposal or in a resulting Task Authorization, they must propose a replacement individual with same or greater qualifications and experience for acceptance by the Departmental Representative. The replacement must meet the criteria used in the selection of the Consultant and be acceptable to Canada. The Consultant must, as soon as possible, give notice to the Departmental Representative of the reason for replacing the individual and provide:
- 6.2.1 the name, qualifications and experience of the proposed replacement as provided in the RFP; and
- 6.2.2 proof that the proposed replacement has the required security clearance.
- 6.3 If an individual is temporarily unable to perform a task for a specified period of time (extended sick leave, vacation, etc.), or there is an increased workload demand, the Consultant may propose an alternate or supplemental individuals to the Departmental Representative in a similar manner as described in SC6.2.
- 6.4 DFATD reserves the right to refuse personnel who fail to meet these stringent security requirements.

The Consultant must not, in any event, allow performance of the Work by unauthorized replacement persons. The Departmental Representative may order that a replacement stop performing the Work. In such a case, the Consultant must immediately comply with the order and secure a further replacement. The fact that the Departmental Representative does not order that a replacement stop performing the Work does not relieve the Consultant from its responsibility to meet the requirements of the Contract. As per SC6.2, any costs associated with replacing personnel shall be the responsibility of the Consultant.

**SC7 CERTIFICATIONS AND LICENSING**

The Consultant must have relevant professional engineering / architecture experience using the applicable Canadian building codes. The individuals carrying out the Work must hold appropriate professional certifications which are in good standing, maintain their certifications throughout the contract period and be fully licensed to practice in Canada. The Consultant must be prepared to provide proof of Certification and Licensing within ten (10) calendar days of request.

**SECTION "II" - SECURITY REQUIREMENTS**

1. The Consultant's personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by Canada (the CSP/ISS/PWGSC).
2. The Consultant must NOT award a subcontract that contains security requirements without Canada's prior written permission (CSP/ISS/PWGSC).
3. The Consultant must comply with the provisions of:
  - a) the Security Requirements Check List, attached at Appendix "D";
  - b) the Industrial Security Manual (Latest Edition).

## SECTION "IIP" – 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 Canada and a Consultant for the construction of the Project;
- 1.5 "Construction Contract Award Price" means the price at which a Construction Contract is awarded to a Consultant;
- 1.6 "Construction Cost Estimate" means an anticipated amount for which a Consultant 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 "Consultant" means a person, firm or corporation with whom Canada 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 Canada 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 Canada directly or, at the specific request of Canada, 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 Canada.
- GC5 INDEMNIFICATION**
- 5.1 The Consultant shall indemnify and save harmless Canada 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 Canada under this Contract shall not limit or prejudice Canada from relying on the provisions of applicable provincial legislation.
- 5.3 Rights of Canada: The Consultant's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada 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 Canada, an amount equal to all loss and damage suffered by Canada 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, Canada 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 Canada 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 Canada.
- GC12 COPYRIGHT AND REUSE OF DOCUMENTS**
- 12.1** Without prejudice to any rights or privileges of Canada, where any Services is, or has been, prepared or published by, or under the direction or control of, Canada or any government department, the copyright in the Services shall, subject to any agreement with the author, belong to Canada, 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 Canada 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 Canada.
- 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, Canada 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 sub clause 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 sub clause 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, Canada 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 Canada.
- 24.8 Canada 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 Canada the supplementary costs referred to in GC24.8. If the Consultant fails to make payment on demand, Canada 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 Canada'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 Canada 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 Canada; (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 sub Consultants.
- 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 and International Trade Canada site: [www.dfaif.gc.ca/trade/sanctions-e.asp](http://www.dfaif.gc.ca/trade/sanctions-e.asp)
- 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, Canada 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, Canada 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 Consultant 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 Consultant 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 "IV" – TERMS OF PAYMENT****TP1 PAYMENTS TO THE CONSULTANT**

- 1.1 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.

**TP2 PAYMENT STAGES**

- 2.1 Payments in respect of individual Task Authorizations shall be made during the performance of the Services on a monthly basis.
- 2.2 Monthly invoices must include a breakdown of hours according to the service delivery stream and be accompanied with a brief description of work completed during the billing period.

**TP3 DELAYED PAYMENT**

- 3.1 Subject to Clause TP3.4 below, if Canada 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.
- 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 Canada to pay the Consultant.
- 4.2 Canada 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 Canada'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, Canada 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, Canada 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 hourly rates.

**TP10 BASIS OF PAYMENT**

The Consultant will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the hourly rates as per the Consultant's Proposal.

Initial Contract Period (Year 1 and 2)		
Personnel Requirement		Fixed Hourly Rate
Architectural and Design Services	Senior	TBD Upon Contract Award CAD
	Support	TBD Upon Contract Award CAD
Mechanical and Engineering Services	Senior	TBD Upon Contract Award CAD
	Support	TBD Upon Contract Award CAD
Electrical Engineering Services	Senior	TBD Upon Contract Award CAD
	Support	TBD Upon Contract Award CAD
Structural Engineering Services	Senior	TBD Upon Contract Award CAD
	Support	TBD Upon Contract Award CAD
Project Manager		TBD Upon Contract Award CAD

Total Contract Value for Initial Contract Period not to exceed \$300,000.00 CAD

Option Year 1 & 2		
Personnel Requirement		Fixed Hourly Rate
Architectural and Design Services	Senior	TBD Upon Contract Award CAD
	Support	TBD Upon Contract Award CAD
Mechanical and Engineering Services	Senior	TBD Upon Contract Award CAD
	Support	TBD Upon Contract Award CAD
Electrical Engineering Services	Senior	TBD Upon Contract Award CAD
	Support	TBD Upon Contract Award CAD
Structural Engineering Services	Senior	TBD Upon Contract Award CAD
	Support	TBD Upon Contract Award CAD
Civil Engineering Services	Senior	TBD Upon Contract Award CAD
	Support	TBD Upon Contract Award CAD
Project Manager		TBD Upon Contract Award CAD

Total Contract Value for Option Period 1 and 2 not to exceed \$300,000.00 CAD

#### TP11 SUB-CONSULTANTS

The Consultant will be reimbursed at the actual cost of sub-consultant contracts plus a mark-up of 20% that includes all overhead and profit; costs related to coordination, management and contract administration are to be reimbursed at the Fixed Hourly rate by discipline.



**APPENDIX “A” – STATEMENT OF WORK****1. PROJECT TITLE**

International – A&E Professional and Technical Services

**2. BACKGROUND**

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 Mission 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

The Consultant will be required to:

6.1.3.1. Attend initial project meeting(s) as required by the Departmental Representative within a minimum of (3) 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 fit-up 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; and
- 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.
- 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 sketches must be code compliant, biddable, readable, and buildable, with no room for unreasonable additional interpretation. actual working drawings and specifications for components of the project to enable its implementation. The main elements include architectural (including interior design), mechanical, electrical, 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

The Consultant will be required to:

- 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 through documentation such as test results, calculations etc., in compliance with the Project SOW in the Task Authorization; including any reports, or surveys for all affected systems (engineering, architecture, and interiors)
- 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 (2) hard copies of all documents submitted plus one (1) 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 The main elements include architectural (including interior design), mechanical, electrical, telecommunications, plumbing, fire protection and other life safety systems.;
- 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. The Departmental Representative will separately manage design studies related to blast calculations which will be undertaken by blast and security engineering professionals. The and the results of this will be shared with the Consultant and the results of these findings work should be incorporated into the Consultants design drawings as directed by
- 6.2.2.10. Develop drawings using AutoCAD version 2010 or later, or Building Information Management (BIM) and adhere to the drafting/drawing standards of PWGSC;
- 6.2.2.11. 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;
- 6.2.2.12. Ensure that designs and system designs are in line with the approved standards of DFATD and the Departmental Representative; and
- 6.2.2.13. Ensure integration with the architectural fabric of the building and its components and systems; and
- 6.2.2.14. 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 develop the construction documents. The documentation phase sets forth in detail the requirements for the construction of the security upgrade project, reconfiguration project or mid-life upgrade project. It is the Technical Authorities responsibility to ensure that 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. The Technical Authorities' 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 (2) hard copies of all documents submitted plus one (1) 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 Consultant a detailed construction schedule, and, upon receipt, forward two (2) copies of the Schedule to the Departmental Representative plus one (1) 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 Consultant for time extensions. Review with the Departmental Representative and provide the Construction Consultant with the final decisions.

6.3.4. Construction Meetings

6.3.4.1. Instruct the Construction Consultant 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 Consultant 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 Consultant 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 of approval and the associated shop drawings once 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

The Consultant will be required to:

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 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  
The Consultant will be required to:
    - 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 Consultant 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 Consultant's Progress Claims
- 6.9.3.1. Request a cost breakdown from the Construction Consultant 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 Consultant'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 (2) hard copy sets, to scale, of "As-Built" drawings plus one (1) An 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 Consultant, 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 Consultant, 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 (2) 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 Consultant, in accordance with the Construction Contract and Documentation;
  - 6.9.5.3. The Construction Consultant 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 Consultant 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 Consultant's warranty period regarding any defects detected, and instruct the Construction Consultant 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 Consultant 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.

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or sub Consultant of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Canada the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Consultant as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Consultant by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial

Number: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SAMPLE TASK AUTHORIZATION FORM

TASK AUTHORIZATION			
<b>Consultant's Name:</b>		<b>Contract Number:</b>	
Address:		Fund Center:	
<b>Task Authorization Number:</b>		<b>Date:</b>	
<b>Amendment Number:</b>			
<b>New TA (if applicable)</b>			
Total Estimated Cost of Task (GST/HST extra) before any revisions :		\$	
<b>TA Revision (if applicable)</b>			
TA Revision #:		Authorized Increase or Decrease (GST/HST extra): \$	
Total Estimated Cost of Task (GST/HST extra) after this new revision :		\$	
<b>Required Work</b> (For completion by Technical Authority)			
<b>1. Task Description of Work to be Performed</b>			
Statement of Work			
<b>Description of any Deliverable(s) required</b> (including the required format and media)			
Any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract will be described here			
<b>2. PERIOD OF SERVICES</b>		<b>From:</b>	<b>To:</b>
3. Work Location :			
4. Building type (if applicable) :		<input type="checkbox"/> Chancery <input type="checkbox"/> Official Residence <input type="checkbox"/> Staff Quarters	
5. Travel Requirement :		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:	
6. Other Conditions /Restraints :		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:	
<b>7. Contract Security Requirements (if applicable)</b>			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes Refer to the Security Requirements Checklist (SRCL) annex of the Contract.			
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other			
<b>8. LANGUAGE REQUIREMENT</b>			
<input type="checkbox"/> English and French <input type="checkbox"/> French <input type="checkbox"/> English			
Remarks (if applicable) :			

TA Proposal [For completion by Consultant]				
<b>9. Estimated Cost Contract</b>				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
<b>Professional services estimated cost</b>	<b>Total :</b>			
<b>Applicable taxes :</b>				
<b>Grand Total :</b>				
<b>Travel &amp; Living</b>	<b>Estimated Cost :</b>			
<b>Material Cost</b>	<b>Estimated Cost :</b>			
<b>Shipping Cost (reimbursable at cost)</b>	<b>Estimated Cost :</b>			
<b>Applicable taxes:</b>				
<b>Grand Total :</b>				
<b>10. Basis of Payment &amp; Invoicing</b>				
<p>In accordance with the article entitled “Basis of Payment” in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered and/or goods received, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the Contract value.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p>				
<b>11. Authorization</b>				
<p><b>By signing this TA, the Project Authority or the Contracting Authority or both, if applicable, certify (ies) that the content of this TA is in accordance with the Contract.</b></p> <p>Name of Project Authority</p> <p>Signature _____ Date _____</p> <p>Name of Contracting Authority</p> <p>Signature _____ Date _____</p>				
<b>Consultant’s Signature</b>				
<p>Name and title of individual authorized to sign for the Consultant</p> <p>Signature _____ Date _____</p>				

SECURITY REQUIREMENTS CHECKLIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 20-173640
Security Classification / Classification de sécurité UNCLASS

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	GAC	2. Branch or Directorate / Direction générale ou Direction AWPO
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The work involves the planning, programming, design development, construction documentation, estimating, scheduling, site supervision (demolition, construction and/or fitting-out, commissioning, testing, inspection, close-out) of Global Affairs facilities located in foreign countries.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to undclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASS
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Contract Number / Numéro du contrat 20-173840
Security Classification / Classification de sécurité UNCLASS

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:  No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
Short Title(s) of material / Titre(s) abrégé(s) du matériel: \_\_\_\_\_  
Document Number / Numéro du document: \_\_\_\_\_  No / Non  Yes / Oui

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input checked="" type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux: We will escort consultants within secure spaces. No facility clearance as not working on classified documents.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO				CCMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	CCMSEC TOP SECRET / CCMSEC TRÈS SECRET	PROTECTED / PROTÉGÉE			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
	A	B	C								A	B	C			
Information / Assets / renseignements / biens / Production																
IT Media / Support TI / IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Shantz, David	Title - Titre Manager Minor Projects	Signature 	
Telephone No. - N° de téléphone 203-3907	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel david.shantz@international.gc.ca	Date February 28, 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Hussen Mussa	Title - Titre A/ Security in Contracting	Signature 	
Telephone No. - N° de téléphone 343-203-3080	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel hussen.mussa@international.gc.ca	Date 2020-03-02
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Annick Barabé	Title - Titre	Signature Digitally signed by Annick Barabé Date: 2021.01.13 11:41:01 -05'00'	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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