



C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE

NAME OF DEPARTMENTAL
REPRESENTATIVE

DIVISION NAME AND ACRONYM

125 Sussex Drive
Ottawa, Ontario
Canada, K1A 0G2

Telephone:

Mobile:

Fax:

E-mail: @international.gc.ca

DRAFT

Services Contract

Between

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

and

(INSERT FULL LEGAL NAME OF
CONTRACTOR)
(INSERT ADDRESS OF CONTRACTOR)
(referred to herein as the "Contractor")

for

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

C2. TITLE Quantity Surveying, Cost Management and Project Support Services Chancery Relocation / Redevelopment Embassy of Canada, Mexico City, Mexico												
C3. CONTRACT PERIOD Start: May 2021 End: INSERT DATE												
C4. CONTRACT NUMBER 21-186733-ACME- MXICO	C5. PROJECT NUMBER F-MXICO-860	C6. DATE INSERT DATE										
C7. CONTRACT DOCUMENTS <ol style="list-style-type: none"> 1. These Articles of Agreement 2. Supplementary Conditions (Section "I") 3. General Conditions (Section "II") 4. Statement of Work (Appendix "A") 5. The Request for Proposals 6. The Contractor's Proposal <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>												
C8. CONTRACT AMOUNT Her Majesty shall pay the contractor an amount not to exceed 0.00, to be paid as follows:												
<table border="1" style="width:100%"> <thead> <tr> <th style="width:70%">Milestone</th> <th style="width:30%">Amount</th> </tr> </thead> <tbody> <tr><td> </td><td style="text-align:right">0.00</td></tr> <tr><td> </td><td style="text-align:right">0.00</td></tr> <tr><td> </td><td style="text-align:right">0.00</td></tr> <tr><td> </td><td style="text-align:right">0.00</td></tr> </tbody> </table>		Milestone	Amount		0.00		0.00		0.00		0.00	
Milestone	Amount											
	0.00											
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	0.00											
All Amounts are in US dollars and exclusive of VAT												
C9. INVOICES Two (2) copies are to be sent to Departmental Representative showing: <ol style="list-style-type: none"> a. the amount of the progress payment being claimed for Services satisfactorily performed; b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation; c. the date; d. the name and address of the consignee; e. description of the Work performed; f. the project name; and g. the contract number. 												
C10. GOVERNING LAWS Laws in force in the Province of Ontario, Canada												
FOR THE CONTRACTOR _____ Signature _____ Date _____ Print Name and Capacity		Corporate Seal										
FOR THE MINISTER _____ Signature _____ Date _____ Print Name and Capacity												

SECTION "I" – SUPPLEMENTARY CONDITIONS

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SECTION "II" – GENERAL CONDITIONS

GC1 INTERPRETATION

- 1.1 In the present Contract,
- 1.1.1 "Contract" an agreement between the Her Majesty and a Contractor for the acquisition by, or provision to, Canada of good(s) and/or services;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter;
- 1.1.3 "Minister" means Minister of Foreign Affairs and any person duly authorized to act on behalf of the Minister.
- 1.1.4 "Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract. A Departmental representative may from time to time act as a technical authority;
- 1.1.6 "Technical Authority" (also sometimes referred to as "Project Authority"): Canada's agent in charge of inspecting the accuracy of any aspects of the Work as described in the Statement of Work.
- 1.1.7 "Days" means continuous calendar days, including weekends and statutory public holidays.
- 1.1.8 The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation; and
- 1.1.9 In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

GC2 INFORMATICS SECURITY

- 2.1 In accordance with the departmental informatics security policy, all diskettes, whether software or data must be scanned for viruses. The approval of the Information Management & Technology Bureau / SXD must be obtained prior to loading any software, computer programs or data onto any departmental computer.
- 2.2 Non-compliance with this requirement could result in your organization being excluded from consideration for future work contracted by Foreign Affairs, Trade and Development Canada.

GC3 SUCCESSORS AND ASSIGNS

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

GC4 ASSIGNMENT

- 4.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent

of the Minister, and any assignment made without that consent is void and of no effect.

- 4.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister unless otherwise agreed to in writing by the Minister.

GC5 TIME OF THE ESSENCE

- 5.1 Time is of the essence of the Contract.
- 5.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 5.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Contracting Authority, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
- 5.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 5.5 Notwithstanding that the Contractor has complied with the requirements of GC5.3, Her Majesty may exercise any right of termination contained in GC8.

GC6 INDEMNIFICATION

- 6.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work or as a result of the Work. Any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished Work furnished to, or in

- respect of which any payment has been made by Canada.
- 6.2** The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3** The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 6.4** The Contractor acknowledges that he is not an employee, servant or agent of Her Majesty and will not represent or hold himself out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the Minister, the Contractor agrees to indemnify the Minister for any loss or damages and costs occasioned thereby by such third party.
- GC7 NOTICES**
- 7.1** 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:
- 7.1.1** served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
- 7.1.2** forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
- 7.1.3** forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 7.2** 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.
- GC8 TERMINATION OR SUSPENSION**
- 8.1** The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Contract may be given subsequently.
- 8.2** All Work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract.
- 8.3** All Work not completed before the giving of such notice shall be paid by Her Majesty to the Contractor on the following terms:
- 8.3.1** the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Minister for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining Cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;
- 8.3.2** all Costs of and incidental to the termination of the Work or part thereof, including the Cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination;
- 8.3.3** where Her Majesty pays for costs for inventory under GC8, this inventory shall vest with Her Majesty.
- 8.4** Payment and reimbursement under the provisions of GC8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the party thereof so terminated.
- 8.5** The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract amount applicable to the work or the particular part thereof.
- 8.6** The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC8 except as expressly provided therein.
- GC9 TERMINATION DUE TO DEFAULT OF CONTRACTOR**
- 9.1** Her Majesty may, by notice to the Contractor, terminate the whole or any part of the Work if:
- 9.1.1** the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 9.1.2** the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2** In the event that Her Majesty terminates the Work in whole or in part under GC9.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the Work.
- 9.3** Upon termination of the Work under GC9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or work-in-

process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. Her Majesty shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or Work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the Work.

- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract amount applicable to the work or the particular part thereof.
- 9.5 If, after the Minister issues a notice of termination under GC9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

GC10 APPROPRIATION

- 10.1 In accordance with Section 40 of the Canadian 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.

GC11 MEMBERS OF THE CANADIAN HOUSE OF COMMONS

- 11.1 No member of the Canadian House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.

GC12 ACCOUNTS AND AUDIT

- 12.1 The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Minister, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
- 12.2 All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in GC12.1 be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

GC13 CONFLICT OF INTEREST

- 13.1 The Contractor declares that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a Conflict of Interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately in writing to the Departmental Representative.
- 13.2 It is a term of this Contract that no individual, for whom the post-employment provisions of the Canadian Conflict of Interest and Post-Employment Code for Public Office holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

GC14 CONTRACTOR STATUS

- 14.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the purpose(s) of delivering a good or goods and/or providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

GC15 WARRANTY

- 15.1 Notwithstanding inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of twelve (12) months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, or for such other period as may be specified in the written agreement between the Parties, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to Government Property, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.
- 15.2 In the event of a defect or non-conformance in any part of the Work during the warranty period defined in GC15.1 and GC15.5, the Contractor, at the request of the Minister to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- 15.3 The Work or any part thereof found to be defective or non-conforming shall be returned to the Contractor's plant for replacement, repair or making good; provided that, when in the opinion of the Minister it is not expedient to remove the Work from its location, the Contractor shall carry out any

- necessary repair or making good of the Work at that location, and to the extent the defect does not occur during the warranty period, shall be paid the fair and reasonable Cost (including reasonable traveling and living expenses) incurred in so doing, with no allowance therein by way of profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- 15.4** Canada shall pay the transportation cost associated with returning any Work or part thereof to the Contractor's plant pursuant to GC15.3, and the Contractor shall pay the transportation cost associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point specified in the Contract, or such lesser cost as may be required to transport the Work or part thereof to another location directed by the Technical Authority.
- 15.5** The warranty period set out in GC15.1 shall be extended by the duration of any period or periods during the life of the warranty, including any such extension, in which the Work is unavailable for use or cannot be used because of a defect or non-conformance referred to in this section, less the duration of any delay by Canada in informing the Contractor of the defect or non-conformance or in returning the Work or part thereof to the Contractor's plant. Upon returning the Work or part remaining, including any such extension.
- 15.6** The warranties set out in GC15.1 shall apply to any part of the Work repaired, replaced or otherwise made good pursuant to GC15.2, for the greater of:
- 15.6.1** the warranty period remaining under GC15.5, or
- 15.6.2** ninety (90) days or such other period as may be specified for that purpose in the written agreement between the Parties.
- 15.7** All of the provisions of GC15.2 to GC15.6 inclusive apply, with such minimum changes as the context may require, to any such part of the Work that is found during that period to be defective or not in conformance with the Contract.
- GC16 AMENDMENTS AND WAIVERS**
- 16.1** No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of the Minister and of the Contractor.
- 16.2** While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with GC16.1.
- 16.3** No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 16.4** The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.
- GC17 ENTIRE AGREEMENT**
- 17.1** The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.
- GC18 OFFICIAL LANGUAGE**
- 18.1** In accordance with the Official Languages Act, any survey, questionnaire, report or other forms may be required to be conducted and prepared in both Official Languages at the discretion of the Departmental Representative.
- GC19 CONFIDENTIAL INFORMATION**
- 19.1** Any information of a character confidential to the affairs of Her Majesty to which the Contractor, or any officer, servant or agent of the Contractor 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.
- 19.2** All persons working through Foreign Affairs, Trade and Development Canada on a contract basis must sign a declaration of secrecy, and consent to be cleared through a security check to the level designated for the work assignment. Rights to access Foreign Affairs, Trade and Development Canada premises and material shall cease with the termination of the Contract.
- GC20 PAYMENT**
- 20.1** Payments under this Contract except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission to the Departmental Representative of a claim for payment.
- 20.2** Subject to Parliamentary appropriation of funds and to GC20.1, payment by the Minister for the Work shall be made:
- 20.2.1** in the case of an advance payment, within thirty (30) days of the signing of this Contract by both parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
- 20.2.2** in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
- 20.2.3** in the case of a final payment, within thirty (30) days following the date of receipt of the completed work or within thirty (30) days or receipt of an invoice requesting payment whichever is later.
- 20.3** For purposes of this Contract, a full day is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.
- 20.4** If the Contractor is engaged in the performance of the work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number

- of hours during which the Contractor was so engaged.
- 20.5** If Her Majesty has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days only result in the date specified in GC20.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 20.6** Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.
- GC21 INTEREST ON OVERDUE ACCOUNTS**
- 21.1** For the purposes of this section:
- 21.1.1** "Average Rate" means the simple arithmetic mean of the Canadian Bank Rates 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, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
- 21.1.2** "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- 21.1.3** an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- 21.1.4** an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 21.1.5** Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus three percent (3%) per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
- 21.1.6** Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 21.1.7** Canada shall not be liable to pay interest on overdue advance payments.
- GC22 GOODS AND SERVICES TAX / HARMONIZED SALES TAX (GST/HST) VAT OR OTHER LEGAL TAXES**
- 22.1** All prices and amounts of money in the Contract are exclusive of GST, HST, VAT or other legal taxes as applicable, unless otherwise indicated. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 22.2** The estimated GST, HST, VAT or other legal taxes is included in the total estimated cost. GST, HST, VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.
- GC23 INCAPACITY TO CONTRACT WITH GOVERNMENT**
- 23.1** The Contractor certifies that the Contractor, including the contractor's officers, agents and employees, has not been convicted of an offence under the following provisions of the Criminal Code:
- 23.1.1** Section 121, Frauds upon the Government;
- 23.1.2** Section 124, Selling or Purchasing Office; or
- 23.1.3** Section 418, Selling Defective Stores to Her Majesty;
(Subsection 750(3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)
- GC24 CERTIFICATION - CONTINGENCY FEES**
- 24.1** The Contractor certifies that it has not directly or indirectly paid or agreed to pay any 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.
- 24.2** All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provision of the Contract.
- 24.3** If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.
- 24.4** In this section:
- 24.4.1** "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 terms.
- 24.4.2** "employee" means a person with whom the Contractor has an employer/employee relationship.
- 24.4.3** "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 an 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.

GC25 PROVINCIAL SALES TAX

25.1 The property and/or services ordered/purchased hereby are for the use of, and are being purchased by Foreign Affairs, Trade and Development Canada with Crown funds, and are therefore not subject to visible Provincial Sales Tax.

GC26 INTERNATIONAL SANCTIONS

26.1 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 Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors.

26.2 The Contractor agrees that Canada relies on the Contractor's undertaking in GC26.1 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 Contractor, and therefore to recover damages from the Contractor, including procurement costs arising out of such a termination.

26.3 The countries or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site:

<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>

26.4 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 Contractor, but the Contractor agrees that only the text as published in the Canada Gazette, Part II, is authoritative, and the Contractor waives any claim against Canada, the Minister, or their employees or agents for any costs, loss, or damage whatever that results from the Contractor's reliance on the text of a regulation as reproduced on the electronic bulletin board.

26.5 If the Contract is concluded prior to the imposition of a sanction as described in GC26.1, Her Majesty reserves the right to terminate the Contract in accordance with GC8.

GC27 STATUS AND REPLACEMENT OF PERSONNEL

27.1 If at any time during the period of the Contract the Contractor is unable to provide the services of any person who must perform the Work in the Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give notice to the Minister of:

27.1.1 the reason for the removal of the person from the Work;

27.1.2 the name, qualifications and experience of the proposed replacement person; and

27.1.3 proof that the person has the required security clearance granted by Canada, if applicable.

27.2 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with GC27.1, secure a further replacement.

27.3 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

27.4 If the Contractor intends to use any person in fulfillment of this Contract who is or who is not an employee of the Contractor, the Contractor 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 services in relation to the work and, the Contractor has written permission from the person or (the employer of such a person) to propose the services of the person in relation to the work to be performed in fulfillment of this Contract.

GC28 NO BRIBE

The Contractor 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.

GC29 SEVERABILITY

29.1 If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

GC30 COPYRIGHT

30.1 In this section,

30.1.1 "Material" includes anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation;

30.1.2 "Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

30.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and the following notice:

30.3 HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

30.4 At the completion of the Contract, or at such other time as the Contractor or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.

30.5 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

30.6 The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.

30.7 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work, or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

30.8 If the Contractor is the author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

GC31 COMPLIANCE WITH NETWORK ACCEPTABLE USE POLICY

31.1 The Contractor must at all times during the performance of the Work comply with the Policy on the Use of the DFAIT Electronic Networks. A Contractor who does not abide by the terms and conditions of the policy may be subject to termination of the Contract as per GC8.

GC32 HANDLING OF PERSONAL INFORMATION

32.1 The Contractor acknowledges that DFAIT is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of Foreign Affairs, Trade and Development Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Foreign Affairs, Trade and Development Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Foreign

Affairs, Trade and Development Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

GC33 LANGUAGE

33.1 The language of communication between Her Majesty and the Contractor shall be English or French.

GC34 PROACTIVE DISCLOSURE

34.1 The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It is a term of this Contract that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of Work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site <http://www.fac-acc.gc.ca/department/disclosure/menu-en.asp>.

Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

GC35 HEALTH AND SAFETY

35.1 The Contractor shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.

The Contractor shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.

APPENDIX "A" – STATEMENT OF WORK (SOW)**SECURITY REQUIREMENTS**

The Contractor is required to act discreetly and keep confidential all project documentation and information, however the contractor and its staff are not required to possess or obtain any specific Canadian security clearances.

STATEMENT OF WORK

The Consultant shall perform and complete the work described herein.

APPENDIX "A" – STATEMENT OF WORK (SOW)

The Contractor shall perform and complete the work described herein.

DEFINITIONS**Contractor:**

For the purpose of this contract, by "Contractor", means the party providing the Cost Management and Project Support Services described herein.

Developer:

The entity with whom Foreign Affairs, Trade and Development Canada (DFATD) intends to (a) enter into a Real Estate Exchange Contract as outlined in Option A below or (b) enter into a P3 type Contract as outlined in Option B below,

Project:

The project that is described in Option A below or Option B below,

A. PROJECT DESCRIPTION AND LOCATION

The Government of Canada, acting through Foreign Affairs, Trade and Development Canada, is currently reviewing its diplomatic property requirements in Mexico City, Mexico, with a view to replacing the current embassy building with a new 12,000 sq. m. (GFA) building that would house the Canadian Embassy and Cultural Centre.

The proposed Canadian Embassy and Cultural Centre would be realised by implementing one of two embassy development project options, being either:

Option A: Relocation to a new site elsewhere in Polanco, Mexico City,
or,

Option B: Redevelopment of existing Embassy site at Schiller 529, Polanco, Mexico City.

Option A: Relocation to a new site in Polanco, Mexico City

The project would be procured via a Real Estate Exchange Contract (“Contract”) executed between DFATD and a Mexico City based Developer.

Under that Contract, DFATD would provide the Developer with freehold title to the current Embassy of Canada property at 529 Schiller (“Existing Embassy”) and the Developer would provide DFATD with freehold title to a new purpose-built embassy and cultural centre in ‘move-in ready’ condition (“New Embassy”).

The exchange of titles to the respective properties would take place upon completion and handover of the New Embassy by the Developer and its occupation by DFATD.

Any variance in the respective values of the exchanged properties would be compensated by way of a financial balancing payment.

In addition to providing the land for the New Embassy, the Developer would be responsible for the financing, permitting, design, construction, commissioning, and hand-over of the new Chancery and the Canadian Cultural Centre.

Potentially, the Contract could also include for the Developer providing ongoing Facility Management of the New Embassy after it is acquired and occupied by DFATD.

The Contract would contain a Design-Build Agreement (“DBA”) under which the Developer would design and construct the New Embassy building based on DFATD’s Project Brief (“Brief”) which would be comprised of an agreed design concept, performance specification, technical standards, room data sheets, and administrative rules and procedures.

During the project, the scope of the DBA, may be increased, decreased or changed at DFATD’s sole discretion, with a resultant increase or decrease in the design build fixed lump sum price (“DBP”).

The Developer may be responsible for financing the entire project up to the moment of title transfer.

While it is too early to define precise cost control structures for the administration of the Contract, the value of the New Embassy value would, at a minimum, be broken down into the following primary headings:

- Land value
- Design Build fixed lump sum price
- Provisional Sums (to be expended at DFATD’s sole discretion)
- Permits, Municipal charges etc.
- Developers Fee
- Financing Charges

The DBA and DBP would exclude DFATD’s own specialist fit-out works (comprising specialist installations and equipment), but would include the Developer’s costs to facilitate DFATD’s performance of such specialist fit-out works. This would primarily entail the costs of providing DFATD and DFATD’s contractors access to parts or all of the building site, during the construction of the project and prior to DFATD’s occupancy of the proposed New Embassy.

The design and construction of the new chancery will meet the life safety requirements of the National Building Code of Canada as well as applicable Mexico building codes and regulations. In the event of conflicting requirements, it is most likely that the more stringent code will apply.

Of the two options under consideration, Option A is the preferred option.

Target project milestones for this Option A are foreseen as follows:

Stage	Milestone	Target Dates	
		Start	Finish
Feasibility:			
Project Approvals	Treasury Board Approval	-	Nov 2021
QS Contract:	Award / Commencement	May 2021	
Exchange Negotiations:			
Heads of Terms	Agree Heads of Terms	Jan 2021	May 2021
Site Values	Agree respective site values	Jan 2021	May 2021
Design (Concept)	Agree Design Brief	Apr 2021	May 2021
	Develop Architectural Concept	May 2021	Aug 2021
Operation-in-use	Agree FM agreement	May 2021	Aug 2021
Financials	Agree Contract Financials	May 2021	Aug 2021
Legal Drafting	Draft Conditional Exchange Contract	May 2021	Sep 2021
Contract - conditional	Execute Conditional Exchange Contract	-	Dec 2021
Contract - final	Execute Final Exchange Contract		Sep 2022
Exchange Delivery:			
Design (Detail)	Design	Dec 2021	Sep 2022
Construction	Construction	Oct 2022	Dec 2024
Post-construction	DFATD specialist works	Jan 2025	Apr 2025
Occupancy	Move-in	-	Apr 2025
Exchange	Transfer of titles	-	Apr 2025

Option B: Redevelopment of the existing Embassy site at 529 Schiller, Polanco, Mexico City

The project would be procured via a P3 type Contract (“Contract”) executed between DFATD and a Mexico City based Developer.

The Contract would contain a Design-Build Agreement (“DBA”) under which the Developer would totally redevelop DFATD’s existing property at 529 Schiller, Polanco, Mexico City.

The Developer would demolish the existing embassy buildings, and permit, design, construct and commission a new embassy and cultural centre (“New Embassy”) based on DFATD’s Project Brief (“Brief”) which would be comprised of an agreed design concept, performance specification, technical standards, room data sheets, and administrative rules and procedures.

In addition to the redevelopment of the existing embassy site, the Developer would be responsible for the provision of leased swing space to accommodate the Embassy of Canada during redevelopment of (“Temporary”). The Developer would be responsible for the acquisition of the leased swing space as well as the permitting, design, construction and commissioning of the Temporary Embassy construction fit-up and for the subsequent restoration of the leased space to its original condition.

Potentially, the Contract could also include for the Developer providing ongoing Facility Management of the New Embassy after it is acquired and occupied by DFATD.

The Developer would design and construct the New Embassy building based on DFATD’s Project Brief (“Brief”) which would be comprised of an agreed design concept, performance specification, technical standards, room data sheets, and administrative rules and procedures.

During the development of the project, the scope of the DBA, may be increased, decreased or changed at DFATD’s sole discretion, with a resultant increase or decrease in the design build fixed lump sum price (“DBP”).

The DBA and DBP would exclude DFATD’s own specialist fit-out works (comprising specialist installations and equipment), but would include the Developer’s costs to facilitate DFATD’s performance of such specialist fit-out works. This would primarily entail the costs of providing DFATD and DFATD’s contractors access to parts or all of the building site, during the construction of the project and prior to DFATD’s occupancy of the proposed New Embassy.

The design and construction of the new chancery will meet the life safety requirements of the National Building Code of Canada as well as applicable Mexico building codes and regulations. In the event of conflicting requirements, it is most likely that the more stringent code will apply.

Target project milestones for this option are foreseen as follows:

Stage	Milestone	Target Dates	
		Start	Finish
TB Approvals:			
Project Approvals	Treasury Board Approval	-	Nov 2021
Transaction Approval	Treasury Board Approval		Oct 2023
QS Contract:			
	Award / Commencement	May 2021	
P3 Tender & Award:			
Tender PPP	Tender		Mar 2023
Award PPP	Award		Nov 2023
Swing Space			
Swing space delivery	Vacate Chancery /Move to Swing Space		Nov 2025
P3 Delivery:			
Construction	Demolition & Construction	Dec 2025	Feb 2028
Post-constructions	DFATD specialist works	Mar 2028	May 2028
Occupancy	Move-in	-	May 2028
Exchange	Transfer of titles	May 2028	-

B. PHASED PROCUREMENT

This Services Contract will be procured under a phased approach to include Phase 1) Services support to DFATD during the period prior to DFATD obtaining Treasury Board approval, and Phase 2) Services support to DFATD during the implementation of the approved solution.

The Services for Phase 1 are anticipated to be performed during a period of one (1) year commencing from the contract award date (tentatively set for TBD). In the event that DFATD receives Treasury Board approval to move forward with Phase 2, there is also potential of one (1) additional five (5) year irrevocable option period under the same terms and conditions.

At the sole discretion of DFATD, the entire contract (Phase 1 and Phase 2) could be awarded OR the Phase 1 contract could be amended to include the Phase 2 option, at a date prior to or later than the actual date of Treasury Board approval,

C. GENERAL

- 1) The Contractor, under the direction of the Departmental Representative, shall provide Cost Management and Project Support Services for the above referenced Project as detailed herein. The Contractor shall perform the required services, in Mexico City, Mexico.
- 2) The Contractor will provide expert professional advice from a Quantity Surveyor perspective on all project matters relating to procurement, design, construction, construction management, development costs, development schedule, risks and other pertinent issues, as well as matters relating to typical procurement methodologies and industry practices in Mexico.
- 3) The Contractor may be required to provide project management support, deal structuring support, procurement advice and recommendations, and other related services.
- 4) The Contractor's services to DFATD are to be delivered in English. However, project documentation on this Project may be in Spanish or English and the Contractor must have the capacity to review, comprehend, prepare and edit documentation in both languages. Additionally, the Contractor must have the capacity to conduct meetings in Spanish or English.
- 5) Project milestone dates for Options A and B are as shown in Section A: Project Description and Location. Please note that these are target dates and are subject to change.
- 6) The Contractor shall have an exclusive contractual relationship with DFATD.
- 7) With respect to this Project, the Contractor shall not have any direct contractual relationship with the Developer, its parent company, its subsidiary companies or of its contactors, subcontractors, agents or partners that are implicated or engaged by the Developer in this Project.
- 8) If the Contractor has or intends to have, a direct contractual relationship with any of the entities referred to in clause 1.5, with respect to another project, the Contractor will fully disclose to DFATD the nature and extent of such relationship or proposed relationships, even if such relationship occurs or is intended to occur after the Contractor has been awarded the present contract.
- 9) During the contract, the Contractor shall promptly advise the Departmental Representative of any matter that may affect the Contractors delivery of the required services.

- 10) The Contractor will familiarize itself with the contractual agreements that DFATD will enter into with the Developer and the Contractor shall not act in any manner that might alter or conflict with such contractual agreements.
- 11) The Contractor will carry out the required services in a timely manner in order to ensure that the Developer’s progress is not unduly or unreasonably delayed and in order to ensure that DFATD’s obligations to the Developer in terms of turnaround times are upheld.
- 12) The Contractor shall ensure that the information and requirements provided by DFATD such as this scope of the work, the required deliverables, deadlines, communications and access protocols are clearly understood and respected by the Contractor’s personnel.
- 13) The Contractor will attend negotiations, design meetings, construction meetings and other meetings at the request of the Departmental Representative.
- 14) In delivering the required services, the Contractor will consult, coordinate and meet directly with DFATD’s other consultants as required.
- 15) In the event that a claim arises under or out of any contract awarded by DFATD in furtherance of this project, the Contractor shall participate in meetings or negotiations with the claimant or its representatives, and provide the required reports and supporting information necessary to resolve the dispute or to mount/defend the claim.
- 16) Upon completion of the Project, the Contractor shall ensure that hard copy and electronic deliverables of all its reports are submitted in accordance with the DFATD departmental policies on records management.

D. CONTRACTOR’S PROJECT TEAM

- 1) The Contractor’s project team shall be staffed on a permanent basis by qualified professionals, of the highest possible calibre and competence, with relevant experience on projects of equivalent value, size, complexity, sensitivity, scope and standards. It is not required that the members of the Contractor’s project team be dedicated full time to this project however the hours for which they are required will vary with the progress of the work and at the direction of the Departmental Representative. The Contractor will ensure continuity of the availability of assigned resources throughout the term of the Contract.
- 2) The Contractor’s project team shall be led by a bilingual (Spanish and English) Senior Quantity Surveyor (Project Leader), who shall be bilingual in Mexican and English and who shall be supported by qualified and experienced professional and administrative staff. The Project Leader and, when required, other members of the Contactor’s project team, will attend meetings in person, including meetings with the Developer.
- 3) At a minimum, the Contractor’s project team shall consist of but not be limited to:
 - Project Leader
 - Senior Quantity Surveyor
 - Junior Quantity Surveyor
 - Project Scheduler
 - Administrative Support

- 5) The Contractor’s team shall be supplemented by other professional resources that may include:
 - Procurement Specialist
 - Technical Director
 - Design Manager
 - Specifications Manager
 - Facility Management professional
- 6) The Contractor, as part of its initial proposal (in response to the Request for Proposals) shall provide a team organisation chart outlining the various categories of team member (Senior Quantity Surveyor, Quantity Surveyor, Junior Quantity Surveyor, etcetera) that are proposed for the project and identifying their respective roles, responsibilities and proposed duties.
- 7) The Contractor’s project team will be stationed in Mexico City.
- 8) The Contractor’s project team will be based at the Contractor’s corporate offices in Mexico City there is no requirement for the Contractor to establish a project specific office at the project site.

E. SPECIFIC SERVICES

- 1) The Contractor shall provide continuous and interactive cost management services for the project, from project analysis stage, through planning, design and construction stages and until the resolution of final accounts. Such services shall include the preparation of comprehensive cost plans and estimates for all construction trades; systematic cost reporting during the construction stage and assessment of the local market conditions and project complexities.
- 2) The Contractor shall review Estimates and/or Cost Plans prepared by the Developer and/or Constructor and provide detailed reports with respect to their reliability and comprehensiveness.
- 3) At each of the following design submission stages, the Contractor shall prepare and provide the respective cost plans or estimates that are listed thereunder:
 - a. Project Analysis Submission
 - i. Prepare a Rough Order of Magnitude Elemental Cost Plan in Unifomat (Level 3)
 - ii. Once this Cost Plan has been approved it will form the baseline Project Budget.
 - b. Concept Design Submission:
 - i. Prepare a Concept Level Elemental Cost Plan, in Unifomat (Level 3 with elemental quantities and rates, and major equipment, components etc. costed separately), showing whether or not the Project Budget has been respected.
 - c. Design Development Submission:
 - i. Prepare a Design Development Level Elemental Cost Plan (Level 3, with measured quantities and unit rates), showing whether or not the Project Budget has been respected.

- ii. During the course of Design Development, the Contractor shall review the design documentation from time-to-time, and shall participate in evaluating and analyzing alternative configurations, materials and systems.
- d. Construction Document (66%, 99%) Submissions:
- i. For each of the 66% and 99% submissions, prepare a Construction Document Level Elemental Cost Plan, in Unifomat (Level 3, with detailed measured quantities and unit rates) showing whether or not the Project Budget has been respected.
 - ii. In addition, provide a 99% Construction Document Cost Plan broken down by trade, (with detailed measured quantities and unit rates) in accordance with Master Format.
- e. Pre-Tender Cost Check (100% Construction Tender Documents)
- i. Update the 99% Cost Plan to reflect the 100% Construction Tender Documents, to provide a 100% Construction Tender Document Elemental Cost Plan, in Unifomat (Level 3, with detailed measured quantities and unit rates) showing whether or not the Project Budget has been respected.
 - ii. In addition, update the 99% Construction Document Cost Plan broken down by trade, (with detailed measured quantities and unit rates) in accordance with Master Format

Cost plans and estimates - Generally

The level of detail and supporting back-up of cost plans, cost estimates and cost reports shall be commensurate to the level of detail of design documentation and/or contract documentation.

Cost Plans and Cost Estimates shall typically comprise:

- i. Project Estimate Summary
- ii. Elemental Summary
- iii. Detailed Back-up (each element) at a level of detail commensurate to the advancement of the design and tender documents.
- iv. Reconciliation with previous estimate/Cost Plan
- v. Proposed cost saving measures, if required, in the event that the current iteration of the design exceeds the budget.
- vi. A narrative describing:
 - The basis for the estimate and the methodology employed in its preparation
 - Assumptions, inclusions and exclusions
 - Details of contingency for design, escalation, inflation etcetera
 - Recommendations for cost savings if required to adhere to Budget.
 - Any other pertinent information
- vii. A risk register of the significant project and construction risks and where possible, a quantification and/or an assessment of the potential financial magnitude of each such risk.

- 4) At Tender Stage, the Contractor shall prepare and provide the following services and report
- a. Tender Period: During the tender period, examine and report on any cost impact that will be created by the issue of tender/contract addenda. Reconcile the pre-tender estimates (elemental and trade) to reflect any such addenda.
 - b. Bid Review and Analysis: Analyze and report on tenders and reconcile any differences between the pre-tender estimate and the submitted bids.
 - c. Analyse and report on general Contractor’s proposed contract cost breakdown
 - d. Negotiation: Support negotiations (if any) with bidders prior to awarding the contract.
 - e. Reconciliation: Reconcile the proposed contract sum with the estimates (elemental and trade).
 - f. Collaborate with the Prime Consultant on the aforementioned tasks as required
 - g. Provide a formal post tender report complete with a summary of the bides received, bids analysis, post tender negotiations and award recommendations

- 5) The Contractor shall provide the following services during Construction until completion of final account:
- a. Review, analyse and report upon the Developer’s or Constructor’s detailed construction progress claims and provide progress evaluation recommendations.
 - b. Review and analyse Change Proposal documentation and provide independent estimates for same
 - c. Evaluate and report upon Contractor Change Proposals and reconcile with estimates.
 - d. Evaluate Contractor Schedules and Cash Flow Projections.
 - e. Provide monthly reports commenting on the status of the project, including on site progress, current contract cost status, pending change-orders, total anticipated cost, updated and projected construction schedule, cash flow projections and updated risk register.
 - f. Collaborate with the Prime Consultant on the aforementioned tasks as required.

Monthly Cost Report Contents - Generally

Monthly Cost Reports shall be based on the then current contract documentation.

Monthly Cost Reports will typically comprise:

- i. Introduction and narrative summary
- ii. Revised detailed cost summary and commentary
- iii. Net changes since last month and commentary
- iv. Contractors monthly progress claim with Contractors comments and observations
- v. Recommended progress payment this period
- vi. Change order summary showing status of total, pending and actual change orders
- vii. Updated risk register and commentary
- viii. Revised project milestones and commentary
- ix. Principal upcoming schedule risks
- x. Updated projected cash flow
- xi. Comments and observation arising from review of design meeting minutes
- xii. Comments and observation arising from review of construction meeting minutes
- xiii. Comments and observations arising from review of Landlord’s reports
- xiv. Any other pertinent matters

6) Schedule Management

- a. The Contractor shall provide schedule management support services managed by an experienced and qualified Schedule Manager, experienced in construction in Mexico City.
- b. The Contractor shall review and evaluate, on a monthly basis (or as directed by the Departmental Representative) the project schedule, proposed work program, construction schedules, progress reports and schedule updates by the Developer and/or Constructor.
- c. The Contractor shall advise the Departmental Representative with respect to all aspects of schedule planning, project progress, long lead items, procurement planning and other requirements.
- d. The Contractor shall identify tasks which are delayed and/or which are in danger of being delayed; review those tasks with the Developer and/or Constructor and assist in identifying measures to mitigate the delay and bring the project back on the Master Schedule.
- e. The Contractor shall review and evaluate and advise the Departmental Representative with respect to any extension of time requests presented by the Developer and/or Constructor. requests for extension for time.

7) Other Services

- a. The Contractor shall provide other pertinent services that are required by the Departmental Representative.

8) Deliverables Format

- a. Reports will be delivered in electronic format (MS Excel, MS Project and MS Word as applicable) including back-up information. All documentation is to be provided in English.

F. Travel Expenses

- 1) Generally, there is no requirement for non-local travel (i.e. outside Mexico). However, for the purposes of this Contract, the Contractor should include, within its Price Proposal, a clearly identified amount that includes all costs associated with two (2) trips from Mexico City to Ottawa. Each trip shall be assumed to necessitate two (2) Team members for a duration five (5) working days in Ottawa and include for six (6) nights accommodation. Travel time for the Team members travelling shall be included in the cost of the trips.
- 2) All local travel (i.e. within Mexico) required for the provision of the services required in this contract shall be included in the Contractor’s Per Diem rates.