



**FCO SERVICES**

Part of the Foreign and Commonwealth Office

# **FCO Services and Morrison Hershfield**

## **FIDIC White Book Agreement for Construction Engineering Professional Services**

### **Contract XLY/363/14/14**

OFFICIAL  
**UNCLASSIFIED**

# Section 1 – Form of Agreement

**THIS AGREEMENT** is made on..... 2014

## BETWEEN

- (1) The Secretary of State for Foreign and Commonwealth Affairs acting as part of the Crown and as represented by **FCO Services** (being a separate Trading Fund of the Foreign and Commonwealth Office without separate legal authority) whose principal place of business is at Hanslope Park, Hanslope, Milton Keynes, MK19 7BH ("**Client**")
- (2) Morrison Hershfield whose principal place of business is at 2440 Don Reid Drive, Ottawa. ON. K1H 1E1 ("**Supplier**")

## IT IS AGREED THAT

### 1. Agreement documents

The Agreement is comprised of the following documents:

<b>Section 1:</b>	Form of Agreement
<b>Section 2:</b>	General Conditions
<b>Section 3:</b>	Schedule of Prices & Rates
<b>Section 4:</b>	Statement of Requirements

### 3. Commencement and duration

- 3.1 The Agreement shall commence and, unless extended or terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated, expire on the following dates respectively ("**Initial Duration**"):

<b>Commencement Date:</b>	01 September 2014
<b>Expiry Date:</b>	31 August 2015

- 3.2 The Client may, but shall be under no obligation to, extend the duration of the Agreement beyond the Initial Duration by giving to the Supplier appropriate notice prior to the date on which this Agreement would otherwise expire.

### 4. Addresses for Notices

- 4.1 Any notice to be given by a party to the other pursuant to this Agreement shall be addressed to the other party's Authorized Representative. The parties' respective Authorized Representatives are as follows:

	Client	Supplier
<b>Name:</b>	[REDACTED]	
<b>Address:</b>		
<b>Email:</b>		
	Hanslope Park Milton Keynes MK19 7BH	

- 4.2 The Supplier shall give notice to the Client of any change or subsequent change to the details of its authorized representative during the duration of this Agreement within seven [7] Calendar Days of any such change.

## 5. Management of the Agreement

- 5.1 The management of and monitoring of performance under this Agreement shall be conducted by and between the Authorized Representatives and Contract Managers of each of the parties. The parties' respective Contract Managers are as follows:

	Client	Supplier
<b>Name:</b>	[REDACTED]	
<b>Address:</b>		
<b>Email:</b>		
	Washington DC 20008-3600	

SIGNED in duplicate on behalf of the parties:

For the Client	For the Supplier
Signature:	Signature:
Full Name:	Full Name:
Title of Position:	Title of Position:

Date:	Date:

## Section 2 – General Conditions

### **Part A – FIDIC White Book 4<sup>th</sup> Edition 2006**

This Agreement shall be subject to General Conditions of the FIDIC Client/Consultant Model Services Agreement as if set out in full in this Part A and as varied, amended or

supplemented by the Particular Conditions set out in Part B below and the Appendices set out in Part C below.

This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

#### **Part B – Particular Conditions**

(This section sets out any modified, omissions and additions to the clauses of the General Conditions)

##### **1. Clause 1.1 Definitions**

Clause 1.1 of the General Conditions is modified as follows:

- (a) Sub-clause 1.1.1 is deleted and substituted with the following:

“1.1.1 **“Agreement”** - means this Agreement including the Form of Agreement, the Conditions of the Client/Consultant Model Services Agreement (General Conditions and Particular Conditions) together with Appendix 1 [*Scope of Services*], Appendix 2 [*Remuneration and Payment*], Appendix 3 [*Time Schedule for Services*], and any letters of offer and acceptance, or otherwise as specified in the Particular Conditions.”

(b) The following sub-clauses are added to Clause 1.1:

“1.1.16 **“Change of Control”** means demerger into two or more firms, merger with another firm, incorporation (if not already incorporated) or any other change to the Consultant’s legal form.

1.1.17 **“FOIA”** means the Freedom of Information Act 2000.

1.1.18 **“Form of Agreement”** means the form of agreement set out in Section 1 of this Agreement.

1.1.18 **“Request for Information”** has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply).”

## 2. **Clause 1.2 Interpretation**

The following sub-clauses are added to Clause 1.2 of the General Conditions:

“1.2.6 the words “including”, “other”, “in particular”, “for example” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”.

1.2.7 A reference to a statute or statutory provision is a reference to such statute or provision as enacted, amended or re-enacted in the United Kingdom. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.8 In entering into the Agreement the Client is acting as part of the Crown of the United Kingdom.”

## 3. **Clause 1.4 Language(s) of the Agreement**

Pursuant to Clause 1.4 of the General Conditions, the following shall apply:

Language of the Agreement: English  
Ruling Language: English  
Governing Law: Laws of England

**4. Clause 1.6 Assignments and Sub-Contracts**

Sub-clause 1.6.2 of the General Conditions is deleted and substituted with the following:

“1.6.2 The Consultant shall not assign obligations under the Agreement without the written consent of the Client.”

**5. Clause 1.7 Copyright**

Clause 1.7 of the General Conditions is modified as follows:

(a) Sub-clause 1.7.1 is deleted and substituted with the following:

“1.7.1 The design rights and other intellectual property rights and copyright of all documents prepared by the Consultant for the Client in performance of the Services shall belong to the Client and the Client need not obtain the Consultant’s permission to use or copy them for any purpose. The Client shall be entitled to use or copy any other documents supplied by the Consultant only for the Project and the purpose for which they are intended and need not obtain the Consultant’s permission for such use.”

(b) The following sub-clauses are added:

“1.7.2 The design rights and other intellectual property rights and copyright in the data, software, knowledge, know-how or methodologies used by the Consultant to prepare documents for the Project, unless provided by the Client, shall belong to the Consultant.

1.7.3 The Consultant shall ensure that in the preparation or supply of any document for the Project or in performance of the Services the Consultant does not infringe the design rights, intellectual property rights or copyright of any third party.”

**6. Clause 1.8 Notices**

Sub-clause 1.8.1 of the General Conditions is deleted and substituted with the following:

“1.8.1 In each case, the Notice to be served under this Agreement must:

- (a) refer to the Agreement, including any description or reference number given to the Project or the Agreement; and
- (b) be marked for the attention of the person or department of the other Party set out in the Form of Agreement.”

## **7. Clause 1.9 Publication and Transparency**

Clause 1.9 of the General Conditions is modified as follows:

- (a) Sub-clause 1.9.1 is deleted and substituted with the following:

“1.9.1 The Consultant, whether alone or jointly with others, may not publish material relating to the Services or the Project at any time or in any country (whether or not the Country) without the permission of the Client and shall comply at all times with the confidentiality requirements of Clause 3.9.2.”

- (b) The following sub-clause is added:

“1.9.2 The Client may publish the Agreement or any documents prepared by the Client or the Consultant relating to the Services or the Project, including any letter of offer by the Consultant, at any time and in any country (whether or not the Country) without the approval of the Consultant. Where any such publication by the Client is made to comply with its information disclosure obligations, whether under the Governing Law of the Agreement or otherwise, the Consultant shall provide, at the Client’s cost, such co-operation and assistance in relation to each such publication as the Client reasonably requires.”

## **8. Additional Sub-clauses to Clause 1**

The following clauses and sub-clauses are added to Clause 1 of the General Conditions:

### **“1.11 Conflicts of interest**

1.11.1 The Consultant shall notify to the Client any actual or potential conflict of interest, whether arising from or in connection with the Consultant’s performance of the Services or from any other circumstances in connection with the Consultant, including its reputation and standing, as soon as



practicable after becoming aware of such actual or potential conflict of interest.

- 1.11.2 If the Consultant is unable to remove the conflict of interest or reduce any actual or potential damaging effect to which it gives rise to the reasonable satisfaction of the Client after receiving at least 14 days' notice from the Client to do so, the Client may, by a further notice, terminate the Agreement immediately.

## **1.12 Freedom of Information**

- 1.12.1 The Consultant shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with the Client's obligations under the Governing Law of the Agreement enacted in the FOIA and the Environmental Information Regulations 2004;
- (b) transfer to the Client all Requests for Information relating to this Agreement that the Consultant receives as soon as practicable and in any event within 5 days of receipt;
- (c) provide the Client with a copy of all Information belonging to the Client requested in the Request for Information which is in the Consultant's possession or control in the form that the Client requires within 5 days (or such other period as the Client may reasonably specify) of the Client's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Client.

- 1.12.2 The Client may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Consultant, the Project or the Services (including commercially sensitive information) without consulting or obtaining consent from the Consultant. In these circumstances the Client shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Consultant advance notice, or failing that, to draw the disclosure to the Consultant's attention after any such disclosure.

- 1.12.3 Notwithstanding any other provision in the Agreement, the Client shall be responsible for determining in the Client's absolute discretion whether any Information relating to the Consultant, the Project or the Services is exempt

from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.”

**9. Clause 2.3 Assistance**

Sub-clause 2.3.1 of the General Conditions is deleted and substituted with the following:

“2.3.1 In the Country and in respect of the Consultant the Client shall do all in the Client’s power to assist in:

- (a) providing unobstructed access wherever it is required for the Services;
- (b) providing access to other organisations for collection of information which is to be obtained by the Consultant and required for the Services; and
- (c) if applicable, import, export and customs clearance of goods and materials required for the Services.”

**10. Clause 2.6 Supply of Client’s Personnel**

Clause 2.6 of the General Conditions is modified as follows:

- (a) Sub-clause 2.6.1 is deleted and substituted with the following:

“2.6.1 In consultation with the Consultant, the Client shall at the Client’s own cost arrange for the selection and provision of personnel in the Client’s employment to the Consultant if such a matter should arise and be deemed necessary to complete the services.”

- (b) Sub-clause 2.6.2 is deleted.

**11. Clause 3.3 Duty of Care and Exercise of Client**

Clause 3.3 of the General Conditions is modified as follows:

- (a) Sub-clause 3.3.1 is deleted and substituted with the following:

“3.3.1 Notwithstanding anything else in this Agreement or any legal requirement of the Country or any other jurisdiction (including, for the avoidance of doubt, the jurisdiction of the place of establishment of the Consultant), the Consultant shall have no other responsibility than to exercise the degree of skill, care and diligence in the performance of the Consultant’s obligations under the Agreement, including, for the avoidance of doubt, the Consultant’s obligations in relation to the matters dealt with in Clause 3.9,

to be reasonably expected of a competent supplier of the Services or any element of the Services.”

- (b) The following sub-clause is added:

“3.3.3 Where the Consultant in the course of or pursuant to the Agreement procures goods or services including equipment from third parties on behalf of the Client then the Consultant shall at all times do so in accordance with the legal requirements of non-discrimination, equal treatment and transparency to which the Client as a public authority is subject.”

## **12. Clause 3.5 Supply of Personnel**

Clause 3.5 of the General Conditions is modified as follows:

- (a) Sub-clause 3.5.1 is deleted and substituted with the following:

“3.5.1 The personnel who are proposed by the Consultant to work in the Country shall be subject to acceptance by the Client with regard to their qualifications, training and experience; such acceptance shall not be unreasonably withheld.”

- (b) The following sub-clause is added:

“3.5.2 In addition, such personnel shall be subject to acceptance by the Client with regard to security and confidentiality matters, including any level of security clearance the Client may require them to possess or first obtain or any confidentiality undertaking the Client may require them to sign; in this regard the Client may withhold acceptance as it sees fit.”

## **13. Additional Sub-clauses to Clause 3**

The following clause and sub-clauses are added to Clause 3 of the General Conditions:

### **Clause 3.8 Access to Documents**

“3.8.1 The Consultant shall permit and shall make prompt arrangements for the Client at any reasonable time to examine and, with the consent of the Consultant (such consent not to be unreasonably withheld or delayed) to make copies of any schedules, calculations, surveys, reports, specifications, drawings or any other documents or information in the possession or control of the Consultant and which concern the Project, the Services (including their performance) or the Agreement.

- 3.8.2 The cost of making any such arrangements shall be borne by the Consultant and no such examination by the Client shall relieve the Consultant of any responsibility for the Services to be performed under this Agreement.

**Clause 3.9 Security and Confidentiality**

- 3.9.1 The Consultant shall ensure that in the performance of the Services and in connection with the Project the Consultant complies and any personnel supplied by the Consultant are aware of and comply with any security requirements or procedures set out in the [Appendix 1 *Scope of Services*] or otherwise notified to the Consultant by the Client.
- 3.9.2 The Consultant shall ensure that neither the Consultant nor any personnel supplied by the Consultant will, without the written approval of the Client, make use of or disclose to any other person, other than as necessary in the provision of the Services or as required by law, any documents or information provided by the Client or which comes into the possession or knowledge of the Consultant or any such personnel in connection with this Agreement. All such documents and knowledge shall be treated and maintained at all times by the Consultant, and the Consultant shall ensure by any personnel supplied by the Consultant, as confidential to the Client.
- 3.9.5 The provisions of this clause 3.9 shall survive indefinitely following the expiry or termination of the Agreement.
- 3.9.6 At the written request of the Client, the Consultant shall ensure that personnel supplied by the Consultant are required to sign a confidentiality undertaking in terms satisfactory to the Client prior to commencing any work in connection with the Agreement.

**Clause 3.10 Change of Control**

- 3.10.1 The Consultant shall promptly notify the Client on each occasion of the occurrence of any Change of Control; the Client shall be entitled to exercise its rights under Clause 4.6.3 in relation to Change of Control for only 6 months after service of each and any such notice by the Consultant.

**Clause 3.11 Access to Property**

- 3.11.1 If in the course of performing the Services the Consultant is required to enter any premises not owned or occupied by the Consultant, the Consultant shall comply with the requirements of the Client and with the occupier's rules and regulations regarding admission and shall only visit the premises at times suitable to the Client or the occupier.

3.11.2 The Consultant shall submit to the Client or to the occupier concerned the names and addresses of all the personnel supplied by the Consultant and requiring access to such premises in sufficient time to enable any clearances to be obtained.

3.11.3 If the Client issues passes for the Consultant or any of the personnel supplied by the Consultant cleared for admission to any such premises, the Consultant shall ensure that he and any relevant personnel shall be in possession of the relevant pass whenever visiting the premises concerned and shall surrender all such passes promptly on demand of the Client or on completion of the Services.”

**14. Clause 4.3 Variations**

Sub-clause 4.3.2 of the General Conditions is deleted and substituted with the following:

“4.3.2 If requested by the Client in writing, the Consultant shall submit proposals for varying the Services. Provided that such variations are not required due to any failure of the Consultant in the performance of the Services, the preparation and submission of such proposals shall be an Additional Service.”

**15. New Clause 4.5**

Clause 4.5 of the General Conditions is deleted and substituted with the following:

**“Clause 4.5 Changed Circumstances**

4.5.1 If circumstances arise for which neither the Client nor the Consultant is responsible and which make it irresponsible or impossible for the Consultant to perform in whole or in part the Services in accordance with the Agreement, he shall promptly despatch a notice to the Client specifying:

- (a) the nature of the circumstances;
- (b) their effect on the performance of the Services and the length of time for which the Consultant anticipates the circumstances will apply;
- (c) those actions the Consultant proposes to take to overcome the circumstances and resume performance of the Services.

4.5.2 In the circumstances referred to in clause 4.5.1, subject to the right of either Party to terminate the Agreement under clause 4.6.5:

- (a) if certain Services have to be suspended, the time for their completion will be extended until the circumstances no longer apply plus a reasonable period not exceeding 30 days for resumption of them; and
- (b) if the speed of performing certain Services has to be reduced, the time for completion shall be extended as may be made necessary by the circumstances.”

**15. New Clause 4.6**

Clause 4.6 of the General Conditions is deleted and substituted with the following:

**“Clause 4.6 Abandonment, Suspension or Termination**

- 4.6.1 The Client may suspend all or part of the Services or terminate the Agreement by giving at least 30 days’ notice to the Consultant, and the Consultant shall immediately make arrangements to stop the Services and minimise expenditure.
- 4.6.2 If the Consultant is, without good reason, not discharging the Consultant’s obligations the Client may inform the Consultant by notice stating the grounds for the notice. If a satisfactory response is not received within 14 days the Client may by a further notice terminate the Agreement provided that such further notice is given within 35 days of the Client’s former notice.
- 4.6.3 If it is shown that that the Consultant:
  - (a) is convicted or has been convicted of a criminal offence in any jurisdiction relating to the conduct of his business or profession;
  - (b) commits or is found to have committed an act of grave misconduct in the course of its business or profession;
  - (c) fails to comply with any obligations relating to the payment of any taxes or social security contributions;
  - (d) has made any serious misrepresentations in the tendering process for any project or services in which a the Client or another public authority has or had a significant participation;
  - (e) fails to obtain any necessary licences or to obtain or maintain membership of any relevant body; or

- (f) undergoes a Change of Control and the Client has reasonable grounds to consider that the delivery of the Services by the new entity gives rise to serious financial or security concerns; or
- (g) fails to comply with the Client's security requirements:
  - (i) by allowing personnel supplied by the Consultant with inadequate security clearance access to secure areas or confidential information;
  - (ii) in relation to securing confidential information relating to the Project from disclosure; or
  - (iii) as otherwise specified in the Appendix 1 [*Scope of the Services*] or notified by the Client to the Consultant;

and notwithstanding any penalties or other sanctions to which the Consultant may be subject under the law of the Country, or in other jurisdictions, the Client will be entitled to terminate the Agreement in accordance with Clause 4.6.2 and the Consultant shall be deemed to have breached Clause 3.3.1.

- 4.6.4 After giving at least 14 days' notice to the Client, the Consultant may, by a further notice of at least 42 days, terminate the Agreement, or at the Consultant's discretion, without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Services when, 28 days after the due date for payment of an invoice, the Consultant has not received payment of that part of it which has not by that time been contested in writing.
- 4.6.5 Either Party may by giving at least 14 days' notice to the other Party terminate the Agreement when Services have been suspended under clause 4.5 and the period of suspension has exceeded [182] days. On expiry of the notice period, the Agreement will terminate. Such termination will be without prejudice to the rights of the parties in respect of any breach of the Agreement unrelated to the circumstances giving rise to the suspension."

#### **16. Clause 4.8 Exceptional Services**

Sub-clause 4.8.1 of the General Conditions is deleted and substituted with the following:

- "4.8.1 Upon the occurrence of circumstances described in Clause 4.5 or abandonment or suspension or resumption of Services or upon termination of the Agreement otherwise than under the provisions of Clause 1.11.2 or Clause 4.6.2 any work or expense by the Consultant extra to the Normal or

Additional Services agreed to be necessary shall be regarded as Exceptional Services.”

**17. Clause 5.1 Payment to the Consultant**

Clause 5.1 of the General Conditions is modified as follows:

- (a) Sub-clause 5.1.2 is deleted and substituted with the following:

“5.1.2 Unless otherwise agreed in writing the Client shall pay the Consultant in respect of Exceptional Services:

- (a) as for Additional Services for extra time spent by the Consultant’s personnel in the performance of the Services; and
- (b) the net cost of all other extra expense unavoidably incurred by the Consultant.”

- (c) The following sub-clauses are added to Clause 5.1:

“5.1.4 The Client shall be permitted to deduct and withhold from any sums otherwise due to the Consultant under this Agreement any sum of money due from the Consultant to the Client under any one or more of:

- (a) this Agreement; or
- (b) any other agreement between the Consultant and the Client.

5.1.5 The Client may reduce payment in respect of any Services which the Consultant has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Client.”

**18. Clause 5.2 Time for payment**

Clause 5.2 of the General Conditions is modified as follows:

- (a) Sub-clauses 5.2.1 and 5.2.2 of the General Conditions are deleted and respectively substituted with the following:

“5.2.1 Undisputed amounts due to the Consultant by the Client shall be paid within 30 days of the Consultant’s invoice.

5.2.2 If a party fails to pay any amount properly due and payable by it under the Agreement, the defaulting party shall pay interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The defaulting party shall pay the interest together with the disputed



amount. This clause shall not apply to payments that the defaulting party disputes in good faith.”

(b) Sub-clause 5.2.3 is deleted.

**19. Clause 5.3 Currencies of Payment**

Sub-clause 5.3.2 of the General Conditions is deleted.

**20. Clause 5.4 Third Party Charges on the Consultant**

Sub-clause 5.4.1 of the General Conditions is deleted and substituted with the following:

“Not Used”

**21. Clause 5.6 Independent Audit**

To clause 5.6 of the General Conditions is added the following sub-clause:

“5.6.3 Where an audit discloses that any amount has been improperly claimed by the Consultant, then the Consultant shall be deemed to be in breach of Clause 3.3.1.”

**22. Clause 6.2 Duration of liability**

Sub-clause 6.2.1 of the General Conditions is deleted and substituted with the following:

“6.2.1 Liability shall endure for the relevant period and calculated from the relevant date determined under English law pursuant to the Limitation Act 1980 or, where applicable, the Latent Defects Act 1986.”

**23. Clause 6.3 Limit of Compensation**

Sub-clause 6.3.1 of the General Conditions is deleted and substituted with the following:

“6.3.1 The maximum amount of compensation payable by either Party to the other in respect of liability under Clause 6.1 is limited to CAN\$ 2,000,000 save that nothing in this Agreement shall be construed to limit or exclude either Party's liability for:

- (i) death or personal injury caused by its negligence or that of its personnel;
- (ii) fraud or fraudulent misrepresentation by it or that of its personnel; or
- (iii) any other matter which, by law, may not be excluded or limited.”

**24. Clause 7.1 Insurance for Liability and Indemnity**

Sub-clause 7.1.1 of the General Conditions is deleted and substituted with the following:

“Not used”

## **Part C – Appendices**

### **Appendix 1      Scope of Services**

#### **Background**

The Consultants conducted in the summer of 2013 an annual granite cladding review of the building (refer the Consultant's report dated November 14, 2013). The following items were recommended to be conducted in the year 2014:

1. Conduct the interim stabilisation program on the east, north and south elevations of the mechanical penthouse (The Client undertook the interim stabilization of the west elevation of the mechanical penthouse in 2010. The Consultant provided design and construction review services in the project).
2. Conduct the Interim Stabilization Program on the panels on all elevations at grade level and soffit panels at the second floor level.
3. Continuation of the Conduction of (Granite Cladding) Annual Reviews.

The annual review from a suspended platform equipment could be limited to the areas of observed distress which include the following areas:

- a. Mechanical Penthouse and parapet
- b. North and South Walls (at second floor level)
- c. Corners of East and West walls.
- d. All panels at grade level.

The remaining areas could be sampled using binoculars from grade for overt signs of distress

#### **Services to be Provided**

The Services to be provided by the Consultants under this Agreement will be the Engineering services to carry out the Annual Review survey of the Granite Cladding (**item 3 listed in the Background above**).

The Services will be carried out by the Consultant as follows:

The annual review from suspended platform equipment could be limited to the areas of observed distress which include the following areas:

<b>Task 1</b>	Arrange and co-ordinate a contractor to supply suspended access equipment & operator, to enable review of the granite stone cladding
<b>Task 2</b>	<p>Conduct a visual survey of the granite stone units at the following locations and by the following methods:</p> <ul style="list-style-type: none"> <li>· West wall of mechanical penthouse and parapet - <b>using suspended platform Equipment;</b></li> <li>· North and South Walls - <b>using suspended platform equipment;</b></li> <li>· Corners of East and West walls - <b>using suspended platform equipment;</b></li> <li>· All panels at grade level - <b>from grade;</b></li> <li>· All other remaining areas will be sampled from grade with the use of binoculars</li> </ul> <p>We will document approximate locations and extent of cracks, displacement, spalling of the granite stone and noticeable deterioration of supporting elements. Digital photographs would be taken of representative features. The survey would be completed from suspended platform equipment as indicated in task 1 where necessary to gain access to the stone panels to be reviewed.</p>
<b>Task 3</b>	Compare the observed conditions to those documented in the summer of 2013. Previous documentation (i.e. photographs and notes) will be compared to current Conditions.
<b>Task 4</b>	Record and document key observations and findings in the previously developed record of observations sheet for future reference.
<b>Task 5</b>	Provide a letter report summarizing our findings, including representative photographs illustrating existing conditions and building elevations with key observations indicated.

**Appendix 2     [Personnel, Equipment, Facilities and Services of Others to be Provided by the Client]**

Not Applicable

**Appendix 3     Remuneration and Payment**

1. The Consultant shall be remunerated (exclusive of value added tax or equivalent) for the Services as per the table below.
2. Payment shall be subject to and made in accordance with the relevant provisions of this Agreement.
3. All invoices should be submitted to the Client Contract Manager for approval and payment processing.
4. Any additional services required shall be remunerated at such rates as the parties shall then agree in writing between them.

Tasks	Activities	Cost - (CAD)
1-5	Granite stone cladding condition review & contractor co-ordination.	
Contractor Services	Supply and operate suspended platform equipment (including rental of suspended platform equipment for a period of 1 month)	

**Additional Note:**

[REDACTED]

**Appendix 4 Time Schedule for Services**

Tasks	Project Timetable*
1	Week of September 22, 2014
2	October 6, 2014 to November 30, 2014
3	December 19, 2014

\*Please note that the completion of the comprehensive investigation is weather and contractor availability dependent. However, any proposed delays will be advised by the Consultant to the Client Contract Manager in a timely manner to ensure alternative arrangements can be agreed.