

REQUEST FOR PROPOSALS FOR

Consulting Services for the Design of Infrastructure Improvements for Peggys Cove For Develop Nova Scotia

Date Issued: November 22nd, 2019

Questions Deadline: Tuesday, December 3rd, 2019

Submission Deadline: Tuesday, December 10th, 2019 @ 2:00PM Atlantic Standard
Time

Request for Proposal Number: **RFP DNS-1920-0026**



TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....	3
1.1 Invitation	3
1.2 RFP Contact	4
1.3 Contract for Deliverables.....	4
1.4 RFP Timetable.....	4
1.5 Submission of Proposals.....	5
PART 2 – EVALUATION OF BIDS.....	7
2.1 Stages of Evaluation and Negotiation	7
2.2 Stage I – Mandatory Submission Requirements.....	7
2.3 Stage II – Evaluation	7
2.4 Stage III – Pricing	8
2.5 Stage IV – Ranking and Contract Negotiations	8
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	10
3.1 General Information and Instructions	10
3.2 Business Registration.....	10
3.3 Communication after Issuance of RFP.....	11
3.4 Notification and Debriefing	12
3.5 Conflict of Interest and Prohibited Conduct.....	13
3.6 Confidential Information	14
3.7 Reserved Right, Limitation of Liability and Governing Law.....	13
3.8 Procurement Process Non-binding.....	14
APPENDIX A – SERVICE AGREEMENT AND SCHEDULES A, B AND C	17
APPENDIX B – SUBMISSION FORM.....	34
APPENDIX C – SUBMISSION PRICING FORM	38
C.1 INSTRUCTIONS ON HOW TO COMPLETE SUBMISSION PRICING FORM	38
C.2 EVALUATION OF PRICING	38
C.3 PRICING FORM.....	39
C.4 EMPLOYEE RATES	39
APPENDIX D – RFP PARTICULARS	43
D.1 THE DELIVERABLES	43
D.2 MATERIAL DISCLOSURES	43
D.3 MANDATORY TECHNICAL REQUIREMENTS	45
D.4 PERIOD OF CONTRACT.....	46
D.5 RATED CRITERIA.....	46
APPENDIX E – PROJECT BRIEF	51
APPENDIX F – NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT	70

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) issued by Develop Nova Scotia Limited (“Develop Nova Scotia”) is an invitation to prospective and qualified consulting companies to submit proposals for the provision of infrastructure improvement design services for Peggys Cove as further described in the RFP Particulars (**Appendix D**) and the Project Brief (**Appendix E**). This RFP is being conducted pursuant to the Nova Scotia Sustainable Procurement Policy and Procurement Manual.

The intent of this RFP is to obtain an offer to provide analysis and design services for previously identified infrastructure improvements in the Draft Peggys Cove Master Plan in accordance with the Standard Service Agreement between Develop Nova Scotia (DNS) and the consultant. The services required include the following phases of work:

- Phase I: Analysis of Draft Peggys Cove Master Plan and Supporting Studies, Development Project Design Requirements , Schematic Design and Class C Estimate
- Phase II: Design Development 60% and Class B Estimate
- Phase III: Construction Documents 100% (Add Alternate #1)
- Phase IV: Post Design Support Services during Construction (Add Alternate #2)

This RFP has a project presentation component that will be evaluated. Please refer to **Appendix D** for more detailed information.

Peggys Cove is one of Nova Scotia’s most iconic attractions with national and international recognition and high levels of visitation. It offers a unique coastal experience to visitors – the quintessential Nova Scotia with expansive granite rocks, bold ocean front, crashing waves and an historic lighthouse. It is also a living community, an active fishing village, and home to year-round residents.

The popularity of Peggys Cove has created issues around crowds, traffic, servicing, and vehicular and pedestrian infrastructure for many years. These issues have been exacerbated with the significant growth in cruise ship visitation to Halifax. The current need for investment to maintain both heritage and interpretive elements as well as essential infrastructure required for the sustainability of the community has been documented in background studies and Draft Peggys Cove Master Plan.

About Develop Nova Scotia

Develop Nova Scotia is the crown corporation responsible for leading sustainable development of high potential property and infrastructure across Nova Scotia to drive inclusive economic growth in our province.

Formerly known as Waterfront Development, our mandate was to redevelop and revitalize lands surrounding Halifax Harbour and other lands, including the Lunenburg waterfront. While our commitment and love of our place at the water's edge remains steadfast, now, as Develop Nova Scotia, our mission is to support the creation of sustainable places right across Nova Scotia that attract and inspire people and investment.

More information can be found at: developnovascotia.ca

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” shall be:

Eva Parada, P.Eng.
Senior Infrastructure Manager
Develop Nova Scotia
Suite 301 – 1875 Upper Water Street
Halifax, Nova Scotia B3J 1S9

Email: eva.parada@developns.ca

Cell: (902) 818-3321

Alternate Contact:

Matt Neville
Planner
Develop Nova Scotia
Suite 301 – 1875 Upper Water Street
Halifax, Nova Scotia B3J 1S9
Cell: (902) 717-3192

Email: matthew.neville@developns.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Develop Nova Scotia, other than the RFP Contact or their designate, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s response.

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with Develop Nova Scotia for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between Develop Nova Scotia and the selected proponent. The final agreement will be substantially in the form of Appendix A, subject to negotiation within the framework of this RFP. The initial term of the agreement will cover Phase I and II and shall be no longer than **3.5 months or no later than March 27th, 2020**. Develop Nova Scotia reserves the right to extend the agreement beyond Phase II to cover all or portions of Phase III and IV beyond the above defined timeline. The successful bidder will be issued a Service Agreement by Develop Nova Scotia for the Deliverables.

1.4 RFP Timetable

Issue Date of RFP	Friday, November 22nd, 2019
Deadline for Questions	Tuesday, December 3rd, 2019
Deadline for Issuing Addenda	Friday, December 6th, 2019 (See Section 3.3.3)
Submission Deadline Date and Time	Tuesday, December 10th @ 2:00 PM Atlantic Time

Rectification Period	3 business days
Anticipated Ranking of Proponents	Friday, December 13th, 2019
Anticipated RFP Presentation (only to shortlisted bidders)	Tuesday, December 17th, 2019
Contract Negotiation Period	3 business days
Anticipated Execution of Agreement	Friday, December 20th, 2019

The RFP timetable is tentative only and may be changed by Develop Nova Scotia at any time prior to the Submission Deadline.

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

Develop Nova Scotia
1875 Upper Water Street
Suite 301
Halifax, Nova Scotia
B3J 1S9

Ensure the external packaging is marked with the RFP number and bidder's contact information. *Note address change – Develop Nova Scotia offices are now located in the Red Store Building at Halifax Historic Properties.

1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Develop Nova Scotia's time clock will be assumed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

In a sealed package, proponents should submit their proposal containing the following:

- 1) Include **2** hard copies of the technical proposal and one (1) electronic copy of the technical proposal saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated.

Technical proposal packages should be prominently marked as "Technical Proposal" with the RFP title and number (**RFP DNS-1920-0026**) and the full legal name and return address of the proponent. The file name on the electronic copy for the technical proposal should include an abbreviated form of the proponent's name and RFP #. Unless specifically requested in this solicitation document, Proponents should not submit product catalogues, swatches, or other marketing materials with their bid.

Technical proposals should be comprised of:

- a) completed Appendix B Submission Form and attachments,
- b) completed response to Appendix D – RFP Particulars, and
- c) other mandatory submission requirements, as applicable. Financial information is not to be included in the technical proposal. Label the USB flash drive with the proponent's name and RFP #.

- 2) **In a sealed envelope which should be included in the sealed package**, include one (1) hard copy of the financial proposal (completed response to Appendix C – Submission Pricing Form) and one (1) electronic copy of the financial proposal saved as a PDF or MS Excel on a USB flash drive.

Financial proposal envelopes should be prominently marked as “Financial Proposal” with the RFP title and number (see RFP cover) and the full legal name and return address of the proponent. The file name on the electronic copy for the financial proposal should include an abbreviated form of the proponent’s name and RFP #. Label the USB flash drive with the proponent’s name and RFP #.

If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. In the interest of sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

Develop Nova Scotia will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

1.5.4 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above in section 1.5.1. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original bid submission, or a person authorized to sign on his or her behalf.

1.5.5 Withdrawal of Bid

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact as set out in section 1.2 and must be signed by an authorized representative of the proponent. Develop Nova Scotia is under no obligation to return withdrawn bids.

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

Develop Nova Scotia will conduct the evaluation and negotiation of proposals in the following six stages:

Stage I: Mandatory Submission Requirements

Stage II: Technical Evaluation

Stage III: Pricing

Stage IV: Score and Shortlist of Top (3) Proponents

Stage V: Presentation

Stage VI: Ranking and Contract Negotiations

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals satisfy all of the Mandatory Submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, Develop Nova Scotia will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date that Develop Nova Scotia issues a rectification notice to the proponent.

The Mandatory Submission Requirements for this RFP are as follows:

2.2.1 **TECHNICAL ENVELOPE: Submission Form** ([Appendix B](#) and [Appendix D](#))

Each proposal must include a Submission Form (**Appendix B**) completed and signed by an authorized representative of the proponent and completed response to **Appendix D – RFP Particulars** .

Other mandatory submission requirements:

- Statement of Insurability (Refer to Appendix D, Item D.3.1)

2.2.2 **PRICING ENVELOPE: Submission Pricing Form** ([Appendix C](#))

Each proposal must include a Submission Pricing Form ([Appendix C](#)) completed according to the instructions contained in the form.

2.3 Stage II – Technical Evaluation

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed further in the evaluation process. Refer to Appendix D for a description of each rated criteria.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.5.1. Executive Summary	20 points	N/A
D.5.2. Proposed Approach/Process and Project Plan	140 points	90
D.5.3. Demonstrated Expertise	140 points	90

D.5.4. Proponent Relevant References	90 points	70
D.5.5. Project Manager/Lead Resume and References	70 points	50
D.5.6. Proposed Resources, Resumes and References	30 points	N/A
D.5.7. Resource Management	20 points	N/A
D.5.8. Project Risks Analysis and Mitigation Strategies	40 points	N/A
D.5.9. Added Value: Demonstrated out of the box ideas	30 points	N/A
D.5.10. Sustainability Component	20 points	N/A
Technical Criteria Subtotal	600 points (60%)	420 (70%)
C.3 Phase I and II Lump Sum Price	250 points (25%)	N/A
C.4.1 Total Add Alternate #1 Phase III	75 points (7.5%)	N/A
C.4.2 Total Add Alternate #2 Phase IV	75 points (7.5%)	N/A
Pricing Criteria Subtotal	400 points (40%)	N/A
TOTAL CRITERIA	1000 points	N/A
D.6. Oral Presentation (Shortlisted only)	100 points	N/A
TOTAL CRITERIA FOR SHORTLISTED PROPONENTS	1100 points	N/A

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

Develop Nova Scotia will review the proposals to determine whether the mandatory technical requirements as set out in Appendix B, the RFP Particulars ([Appendix D](#)) and the Project Brief ([Appendix E](#)) have been met. Questions or queries on the part of Develop Nova Scotia as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.3.4. If the proponent fails to satisfy the mandatory technical requirements, its proposal will be excluded from further consideration.

2.3.2 Rated Criteria

Develop Nova Scotia will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D.5 of the RFP Particulars ([Appendix D](#)).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation method set out in the Submission Pricing Form ([Appendix C](#)). The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed, and only for those proposals that have met all minimum threshold scores.

2.5 Stage IV – Oral Presentation

Stage IV will consist of Oral Presentations to the Develop Nova Scotia project team. In order for a proposal to advance to Stage IV, a proposal must:

1. be deemed by the Develop Nova Scotia to be compliant;
2. have achieved the required Minimum Threshold of **70%** for Stage II; and

3. be one of the three (3) highest ranked proposals from Stage II and Stage III

All scores will be rounded to the second decimal point. In the event there are fewer than three proposals eligible to advance to Stage IV, the Develop Nova Scotia reserves the right to select only those proposals which meet both the first and second conditions set out above to proceed to Stage IV. Proponents who are notified to move on to Stage IV shall be hereafter referred to as the “Shortlisted Proponents”.

Oral Presentations will permit the evaluation committee to validate that the proposal is fully compliant with all of the RFP mandatory technical requirements and rate any aspect of the Shortlisted Proponent’s proposal.

Shortlisted Proponents will be rated in accordance with the evaluation criteria. Oral Presentation may also be used to adjust scores attributed during the evaluation of the technical response. Shortlisted Proponents shall not be permitted to present new information or adjust proposal content during the presentations. All costs associated with the Oral Presentation, including travel if required, will be at the expense of the Shortlisted Proponent.

2.6 Stage V – Ranking of Proponent and Consecutive Negotiations

2.6.1 Ranking of Proponents

Scoring from Stage II, Stage III, and Stage IV will be added together and each proponent will be ranked based on its total score. The top-ranked proponent will receive a written invitation to enter direct contract negotiations to finalize an agreement with Develop Nova Scotia. Upon finalization of the Agreement with Develop Nova Scotia, the proponent shall thereafter be known as the successful Proponent.

2.6.2 Consecutive Negotiations Process

Any negotiations will be subject to the process rules contained in the terms and conditions of the RFP Process ([Part 3](#)) and will not constitute a legally binding offer to enter into a contract on the part of Develop Nova Scotia or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement ([Appendix A](#)) are to form the basis for commencing negotiations between Develop Nova Scotia and the selected Proponent. Negotiations may include requests by Develop Nova Scotia for supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Develop Nova Scotia for reduced scope, improved pricing or performance terms from the Proponent. The selected proponent will be required to present any requested changes to the agreement upon commencement of the Consecutive Negotiations Process.

2.6.3 Time Period for Negotiations

Develop Nova Scotia intends to conclude negotiations and finalize an agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date Develop Nova Scotia invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously. Requested changes are to be identified during the Consecutive Negotiations Process (section 2.6.2.22w). Develop Nova Scotia is not obligated to entertain further changes following the conclusion of this phase.

2.6.4 Failure to Enter into Agreement

If the top-ranked proponent and Develop Nova Scotia cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, Develop Nova Scotia may, upon notice, discontinue negotiations with the top-ranked proponent and may invite the second ranked proponent to enter into negotiations. This process shall continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Develop Nova Scotia elects to cancel the RFP process.

2.6.5 Successful Proponent Selection and Notification to Other Proponents

Once an agreement is finalized and executed by Develop Nova Scotia with a proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3). The successful proponent will be issued a Service Agreement in accordance with Part 3.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Bid

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each of their proposals. A proponent who submits conditions or contingent statements inconsistent with the terms set out in this RFP, including the terms of the form of Service Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified.

3.1.2 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP.

3.1.3 Language

All proposals are to be in English only, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the bid, the English version of the bid shall prevail.

3.1.4 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.1.5 Proponents to Bear Their Own Costs

The bidder shall bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or presentations.

3.1.6 Proposals to be retained by Develop Nova Scotia

Develop Nova Scotia will not return proposals, or any accompanying documentation submitted by a proponent.

3.1.7 No Guarantee of Volume of Work or Exclusivity of Contract

Develop Nova Scotia makes no guarantee of the volume to be assigned to the successful bidder. The Service Agreement will not be an exclusive contract for the provision of the described Deliverables. Develop Nova Scotia may contract with others for the same or similar Deliverables or may obtain such Deliverables from resources within Develop Nova Scotia or the Province of Nova Scotia.

3.2 Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult: <http://www.novascotia.ca/snsmr/access/business/registry-joint-stock-companies.asp>

The status of a bidder's business registration does not preclude the submission of a bid in response to this RFP. A bid can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful bidder is registered and in good standing, in accordance with applicable laws.

If the bidder's business is not required to register in Nova Scotia, the bidder will be required to submit registration from their applicable jurisdiction.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by Proponents by email to the RFP Contact on or before the deadline for questions shall be deemed to be received once the email has entered into the RFP Contact's email inbox. Develop Nova Scotia is not obligated to respond to questions or comments received after the Deadline for Questions has passed. No such communications are to be directed to anyone other than the RFP Contact, and Develop Nova Scotia shall not be responsible for any information provided by or obtained from any source other than the RFP Contact. Develop Nova Scotia is under no obligation to provide additional information but may do so in its sole and absolute discretion. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. Develop Nova Scotia shall not be responsible for any misunderstanding on the part of the bidder concerning this RFP or its process.

3.3.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If Develop Nova Scotia, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by Develop Nova Scotia.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If Develop Nova Scotia determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Develop Nova Scotia may extend the Submission Deadline for a reasonable period of time.

3.3.4 Verify and Clarify

During the evaluation process, Develop Nova Scotia may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D.3 of the RFP Particulars ([Appendix D](#)). Develop Nova Scotia may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.4 Notification and Debriefing

3.4.1 Notification of Outcome of Procurement Process

Once an agreement is executed by Develop Nova Scotia with a proponent, notification of the outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

3.4.2 Debriefing

Proponents may request a debriefing after posting of the outcome of the RFP process on the Nova Scotia Procurement Web Portal. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of posting of the outcome of the RFP process. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.4.3 Supplier Complaint Procedure

If a bidder wishes to file a complaint in regards to the RFP process, it must provide written notice to the RFP Contact within sixty (60) days of posting of the outcome of the RFP process on the Nova Scotia Procurement Web Portal, and Develop Nova Scotia will respond in accordance with its Supplier Complaint Protocol.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

Develop Nova Scotia may disqualify a proponent for any conduct, situation or circumstances, determined by Develop Nova Scotia, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form ([Appendix B](#)).

3.5.2 Disqualification for Prohibited Conduct

Develop Nova Scotia may disqualify a proponent, if in its sole and absolute discretion, it determines that the proponent has engaged in any conduct prohibited by this RFP.

3.5.3 Prohibited Proponent Communications

A bidder shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form ([Appendix B](#)).

3.5.4 Proponent not to Communicate with Media

A proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of Develop Nova Scotia, and then only in coordination with Develop Nova Scotia.

3.5.5 No Lobbying

A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

3.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Develop Nova Scotia; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Proposals

Develop Nova Scotia may reject a bid based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Contractor to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by Develop Nova Scotia, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) Develop Nova Scotia's past experience with the bidder within the last 18 months for similar or related services.

3.6 Confidential Information

3.6.1 Confidential Information of Develop Nova Scotia

All information provided by or obtained from Develop Nova Scotia in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of Develop Nova Scotia and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables; and
- (c) must not be disclosed without prior written authorization from Develop Nova Scotia.

3.6.2 Confidential Information of Bidder

A bidder should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Develop Nova Scotia. The confidentiality of such information will be maintained by Develop Nova Scotia, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by Develop Nova Scotia to advise or assist with the RFP process, including the evaluation of bids.

3.6.3 Personal Information International Disclosure Protection Act

The '*Personal Information International Disclosure Protection Act*' creates obligations for the Government of Nova Scotia and its service providers when personal information is collected, used or disclosed. A copy of the Act is available online at:

<http://nslegislature.ca/legc/statutes/persinfo.htm>

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of Develop Nova Scotia

Develop Nova Scotia reserves the right to:

- (a) make public the names of any or all Proponents;

- (b) request written clarification in relation to a proponent's bid;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or mandatory technical requirements;
- (d) verify with any bidder or with a third party any information set out in a proposal;
- (e) where references are requested, check references other than those provided by any proponent;
- (f) disqualify any proponent whose bid contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any proponent or a bid submitted by any proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the issuance of a Service Agreement by Develop Nova Scotia.
- (i) cancel this RFP process without liability at any time prior to the issuance of a Service Agreement form set out in Appendix A, and may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.7.2 Limitation of Liability

By submitting a bid, each bidder agrees that neither Develop Nova Scotia nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the bidder, loss of profits, loss of opportunity or for any other claim.

3.7.3 Governing Law and Interpretation

These Terms and Conditions of the RFP Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of Develop Nova Scotia; and
- (c) are to be governed by and construed in accordance with the laws of Develop Nova Scotia of Nova Scotia and the federal laws of Canada applicable therein.

3.8 Procurement Process Non-binding

3.8.1 No Contract A and No Claims

This procurement process is not intended to create or be deemed to create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation, this RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract.

3.8.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating a potential agreement for the Deliverables. No legal relationship or obligation regarding the procurement of any good or service shall be created between a proponent and Develop Nova Scotia by this RFP process until

the successful negotiation and execution of a written agreement between a proponent and Develop Nova Scotia for the acquisition of such goods and/or services.

3.8.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of Develop Nova Scotia to enter into an agreement with a proponent for the Deliverables.

3.8.4 Cancellation

Develop Nova Scotia may cancel the RFP process without liability at any time prior to the execution of a written agreement between Develop Nova Scotia and a proponent.

APPENDIX A – SERVICE AGREEMENT

THIS AGREEMENT made this xxx day of xxxxxxxx, 20xx

(Reference: REQUEST FOR PROPOSAL “RFP DNSXXXXX”)

BETWEEN:

**DEVELOP NOVA SCOTIA CORPORATION LIMITED,
 (“Develop Nova Scotia”)**

OF THE FIRST PART

- and –

**xxxxxxxxxxxxxxxxxxxxxx
 (the “Supplier”)**

OF THE SECOND PART

WHEREAS Develop Nova Scotia issued the above referenced Request for Proposal dated xxxxxxxx, 20xx, (the “RFP”), inviting submission of proposals to provide the Services, as hereinafter defined;

AND WHEREAS the Supplier submitted a proposal to Develop Nova Scotia dated xxxxxxxx, 20xx, (the “Proposal”) in response to the RFP;

AND WHEREAS Develop Nova Scotia has agreed to retain the Supplier to provide the Services, subject to the parties entering into an agreement with respect thereto;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set out herein, the Supplier and Develop Nova Scotia covenant and agree as follows:

1.0 SERVICES AND TERM

- 1.1 The Supplier agrees to provide and deliver the services and/or products and perform the work (collectively the “Services”) described in Schedule A hereto, in accordance with the terms and conditions of this Agreement, during the period commencing on the xx day of xxxxxxxx, 20xx, and expiring on the xx day of xxxxxxxx, 20xx (the “Term”).
- 1.2 The Supplier shall provide the Services and discharge its duties to Develop Nova Scotia hereunder in a competent, professional and timely manner, and shall assign only duly qualified, competent and skilled personnel to carry out its obligations to Develop Nova Scotia under this Agreement.
- 1.3 The Services shall be delivered on time and in accordance with the delivery schedule agreed to by Develop Nova Scotia and conform in all respects with Develop Nova Scotia’s requirements. The Services shall not be deemed to be completed to the

satisfaction of Develop Nova Scotia or accepted by Develop Nova Scotia until all requirements have been met by the Supplier in accordance with the terms and conditions hereof.

- 1.4 If Develop Nova Scotia, in its sole discretion, agrees to renew this Agreement any such renewal shall be on such terms and conditions as the parties may agree, and any amendment to this Agreement reflecting such renewal shall be signed by the parties prior to the expiration of the Term. Nothing in this Article 1.4 shall constitute or be deemed to constitute any assurance or representation by Develop Nova Scotia to the Supplier that this Agreement will be renewed.

2.0 PRICE AND PAYMENT

- 2.1 The total amount payable to the Supplier under this Agreement, including out of pocket expenses, shall not exceed xxxxxxxxxx dollars (\$xxxxxxx) (exclusive of applicable taxes) without the prior written authorization of Develop Nova Scotia. The Supplier shall not be entitled to receive payment for any Services it provides hereunder that exceed this amount ("Excess Services") unless Develop Nova Scotia has given prior written authorization to the Supplier to undertake the performance of any Excess Services.
- 2.2 Develop Nova Scotia shall, subject to the terms and conditions of this Agreement, pay the Supplier for the Services in accordance with Schedule B.
- 2.3 Each invoice submitted by the Supplier for payment shall contain a detailed description of the Services in respect of which it is being remitted, and all such other information as specified by Develop Nova Scotia from time to time for inclusion therein. Subject to verification by Develop Nova Scotia, invoices will be paid thirty (30) days following receipt.
- 2.4 If Schedule B provides that Develop Nova Scotia will retain a holdback on payments to the Supplier, payment of such holdback shall be made by Develop Nova Scotia in accordance with and subject to the terms and conditions set out in Schedule B.
- 2.5 No payment by Develop Nova Scotia to the Supplier hereunder shall be or construed to be an acceptance or approval by Develop Nova Scotia of incomplete, defective or improper performance by the Supplier of any of its obligations under this Agreement, or operate to relieve the Supplier from the performance of any of its obligations hereunder that have not been performed in accordance with the requirements set out herein.
- 2.6 If the Supplier is not a resident of Canada, the Supplier acknowledges and agrees that Develop Nova Scotia shall be authorized, if required by law, to withhold income tax from any amounts payable to the Supplier hereunder and to remit that tax to the Receiver General for Canada on the Supplier's behalf.

3.0 TERMINATION OF AGREEMENT

- 3.1 Develop Nova Scotia shall be entitled to immediately terminate this Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an “Event of Default:
- a) The Supplier breaches or fails to comply with any of the terms and conditions of this Agreement, and such breach or failure is not remedied by the Supplier to the reasonable satisfaction of Develop Nova Scotia within five (5) days after written notice from Develop Nova Scotia to remedy the breach or failure;
 - b) The Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of the Supplier; or
 - c) Any statement, representation or warranty made by the Supplier in its Proposal or in this Agreement is untrue or incorrect at the time it was made.
- 3.2 If this Agreement is terminated for cause pursuant to Article 3.1 as a result of an Event of Default, the Supplier shall be responsible for and shall reimburse Develop Nova Scotia for all loss, costs and damages incurred by Develop Nova Scotia as a result of or arising from the Event of Default, including any costs incurred by Develop Nova Scotia to correct any defects or deficiencies in any of the Services, and any costs incurred by Develop Nova Scotia to procure the Services or any part thereof from another provider.
- 3.3 Develop Nova Scotia may, at its sole discretion, terminate this Agreement without cause at any time prior to the expiration of the Term, upon giving thirty (30) days prior written notice of termination to the Supplier. In such event, the Supplier shall be entitled to receive payment for the Services it has satisfactorily performed up to the date of termination, and where applicable, to the payment of any holdback which Develop Nova Scotia is then holding at such time. Payments to the Supplier of the foregoing amounts shall constitute full and final satisfaction of Develop Nova Scotia’s obligations to the Supplier under this Agreement. In the event this Agreement is terminated by Develop Nova Scotia pursuant to this Article 3.3, the Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and the Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.
- 3.4 Neither the expiration nor the earlier termination of this Agreement shall relieve, or be deemed to relieve, the Supplier from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, or which by their nature are intended to survive the expiration or earlier termination of this Agreement, including but not limited to all warranties given by the Supplier in respect of the Services, and those duties and obligations of the Supplier set out in Article 4 (Confidentiality), Article 5 (Material Rights), Article 8 (Liability and Indemnity) and Article 15 (Accounts and Audit).

4.0 CONFIDENTIALITY

- 4.1 The Supplier acknowledges and confirms that all information provided to it by Develop Nova Scotia hereunder, or to which the Supplier has access as a result of providing the Services to Develop Nova Scotia is confidential information (“Confidential Information”). Unless required by law or an order of a court of competent jurisdiction, such Confidential Information shall not, either during the Term or at any time thereafter, be disclosed by the Supplier, without the prior written consent of Develop Nova Scotia, to any third party or to any employees of the Supplier, other than its employees who are directly involved in providing the Services.
- 4.2 The Supplier shall implement and maintain security standards and procedures for the safeguarding of Develop Nova Scotia’s Confidential Information to prevent unauthorized access thereto and to ensure compliance with applicable legislation. The Supplier agrees to promptly notify Develop Nova Scotia in writing upon becoming aware of a breach of either the Supplier’s security standards and procedures or Develop Nova Scotia’s security policies, or any unauthorized disclosure of information that the Supplier is required to keep confidential under applicable law. The Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure described in this Article 4.
- 4.3 The Supplier acknowledges and agrees that Develop Nova Scotia may disclose this Agreement or portions thereof as may be required pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act (Nova Scotia)*.
- 4.4 If the Supplier is a “service provider” as defined in the *Personal Information International Disclosure Act, (Nova Scotia)* (“PIIDPA”) as a result of the type of Services that it is providing to Develop Nova Scotia under this Agreement, the Supplier represents, warrants and undertakes to Develop Nova Scotia that it shall comply with its obligations under PIIDPA and the terms and conditions contained in the PIIDPA Schedule, attached as Schedule C to this Agreement.
- 4.5 The Supplier acknowledges that Develop Nova Scotia has entered into a service agreement with SAP Canada for the provision of contract management software solutions and related services and may enter into service agreements with other providers of comparable services.

The Supplier irrevocably agrees that notwithstanding anything contained in this Agreement, Develop Nova Scotia is authorized to disclose this Agreement or portions thereof to SAP Canada and to any other provider of comparable services to Develop Nova Scotia, solely to enable SAP Canada, and where applicable such other service provider, to fulfill its obligations under its service agreement with Develop Nova Scotia, and for no other purpose whatsoever.

5.0 MATERIAL RIGHTS

- 5.1 All findings, data, surveys, research, working papers, drawings, spreadsheets, evaluations, databases and documents, regardless of storage format or whether in draft or final form that are collected, created or produced by the Supplier in the performance of this Agreement (collectively the “Materials”) are the exclusive property of Develop Nova Scotia. All intellectual property rights, including patents, copyrights, trademark and industrial design in the Materials, with the exception of any pre-existing intellectual property rights of the Supplier therein, are the sole property of Develop Nova Scotia, are hereby irrevocably assigned by the Supplier to Develop Nova Scotia and the Supplier herewith waives all moral rights in those Materials.
- 5.2 All research reports, surveys, findings, data and other information comprising the Materials are Confidential Information of Develop Nova Scotia and are subject to the provisions of Article 4 of this Agreement.
- 5.3 Develop Nova Scotia reserves the right, in its sole discretion, to publish or release, in whole or in part, or to refrain from publishing or releasing, any research, reports, information, audio visual materials, information or data produced by the Supplier in the performance of the Services under this Agreement.
- 5.4 The Supplier shall ensure that Develop Nova Scotia has all licences that are needed for any software that Develop Nova Scotia will require to lawfully continue using all deliverables that the Supplier has agreed to provide as part of the Services.
- 5.5 The Supplier hereby grants to Develop Nova Scotia a perpetual non-exclusive licence to use any computer software or designs of a generic nature to which the Supplier holds copyright, and that may be included in any work product comprising any part of the Services delivered to Develop Nova Scotia under this Agreement.

6.0 INDEPENDENT CONTRACTOR

- 6.1 This Agreement is a contract for the performance of the Services. The Supplier is engaged by Develop Nova Scotia hereunder as an independent contractor and shall not at any time hold itself out as an employee, servant or agent of Develop Nova Scotia. No partnership, joint venture, agency or other legal relationship is created or deemed to be created by this Agreement or any actions of the parties hereunder. The Supplier shall not have authority under this Agreement to bind Develop Nova Scotia, or to commit Develop Nova Scotia to the payment of money to any third party.

7.0 COMPLIANCE WITH LAWS

- 7.1 The Supplier shall comply with all applicable laws governing the conduct of its business and the provision of the Services to Develop Nova Scotia. The Supplier agrees to maintain in good standing all licences, permits, registrations or authorizations it is required to obtain in order to lawfully provide the Services in Nova Scotia.

Without limiting the foregoing, professional personnel performing any part of the Services on behalf of the Supplier shall be required to comply with all applicable professional registration or licensing requirements in effect in Nova Scotia at the time such Services are being performed.

- 7.2 Neither the acceptance of the Supplier's Proposal, nor the execution of this Agreement by Develop Nova Scotia, shall be or deemed to be approval or authorization by Develop Nova Scotia to anything related to the business or operations of the Supplier or the provision of the Services that requires any permit or licence or approval pursuant to federal, provincial or municipal legislation, regulations or bylaws.
- 7.3 The Supplier shall promptly provide to Develop Nova Scotia, upon request, copies of all permits, licences, authorizations and registrations that it is required to obtain in order to provide the Services, as well as evidence of the Supplier's compliance with laws applicable to the performance of the Services, including without limitation, the *Workers' Compensation Act (Nova Scotia)* and the *Occupational Health and Safety Act (Nova Scotia)*.

8.0 LIABILITY AND INDEMNITY

- 8.1 The Supplier shall indemnify and hold harmless Develop Nova Scotia, its employees, servants and agents from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, which they, or any of them, may at any time incur or sustain as a result of or arising out of an Event of Default, or any act, omission or negligence of the Supplier, or any of its employees, servants, agents, or subcontractors, in the performance of this Agreement, including without limitation, any injury or death to persons, or loss of or damage to property. Notwithstanding the foregoing, the Supplier shall not be liable for any indirect or consequential damages sustained by Develop Nova Scotia unless such damages result from the negligence or wilful default of the Supplier, its servants, agents or subcontractors.
- 8.2 Develop Nova Scotia shall not be liable for any damages or injury (including death) to any person or to any property of the Supplier as a result of or arising out of this Agreement or the provision of the Services by the Supplier under this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of Develop Nova Scotia.

In no event shall Develop Nova Scotia be liable for any indirect or consequential damages that are sustained by the Supplier, howsoever caused, as a result of or arising out of this Agreement or the provision by the Supplier of any Services hereunder.

9.0 RESOURCES

- 9.1 In the event that the Supplier requires access to equipment or office space of Develop Nova Scotia in order to carry out any part of the Services, the Supplier shall comply with all applicable safety and security legislation and all policies and directives of

Develop Nova Scotia relating to any buildings, premises, equipment or software to which the Supplier is given access.

- 9.2 The Supplier shall assign a sufficient number of qualified, competent and skilled personnel to carry out its obligations under this Agreement. In the event that the Supplier's Proposal included the names or titles of specific personnel or any proposed subcontractor to provide the Services, or any part thereof, the Supplier's personnel and any subcontractors so indicated in the Proposal shall be required to provide the Services and no substitutions shall be permitted without the prior written consent of Develop Nova Scotia. If Develop Nova Scotia, in its sole discretion, considers a proposed substitute to be acceptable, Develop Nova Scotia may consent to the substitution, provided however that such consent may be subject to such terms and conditions as Develop Nova Scotia designates in writing to the Supplier. Notwithstanding the foregoing, Develop Nova Scotia shall have the right at any time, in its sole discretion, to require that the Supplier replace, at no cost or expense to Develop Nova Scotia, any Supplier personnel or subcontractor involved in providing the Services whom Develop Nova Scotia determines to be unsuitable, and in such event, the Supplier shall immediately appoint a duly qualified, competent and skilled replacement to fill the position vacated.

10.0 TITLE AND ACCEPTANCE

- 10.1 Unless otherwise expressly provided in this Agreement, title to all deliverables, or any part thereof, comprising the Services to be provided by the Supplier shall vest in Develop Nova Scotia on delivery and acceptance by Develop Nova Scotia. Upon payment being made by Develop Nova Scotia on account of materials, parts, work in process, or finished work, title therein shall vest in and remain with Develop Nova Scotia, provided however that the risk of any loss or damage thereto shall remain with the Supplier until their acceptance by Develop Nova Scotia. Vesting of title in Develop Nova Scotia as a result of payments made by Develop Nova Scotia to the Supplier shall not constitute acceptance, or be deemed to constitute acceptance, by Develop Nova Scotia of any such materials, parts, work in progress or finished work, and shall not relieve the Supplier of its obligations to perform the Services in accordance with the requirements of this Agreement.
- 10.2 The Supplier shall promptly pay for all labour, services and materials that it requires to provide the Services. The Supplier agrees that it shall not do or permit anything to be done that would result in any liens, charges or encumbrances being placed on or attaching to any materials, parts, work in process, finished work or deliverables comprising the Services to be provided to Develop Nova Scotia under this Agreement.

11.0 FORCE MAJEURE

- 11.1 The Supplier shall not be liable for a failure or delay in performing any of its obligations hereunder that occurs without the fault or negligence of the Supplier and is attributable solely to a cause beyond its reasonable control ("Force Majeure Event"). For the purposes of this Agreement, the following shall be considered to be a Force Majeure Event: floods, fire, explosion, power failure, acts of God, war, civil commotion, the

enactment of any law, order, regulation or bylaw, labour strikes, slowdowns, picketing and boycotts.

- 11.2 Where the Supplier claims that a Force Majeure Event has occurred, the Supplier shall be required to give immediate written notice thereof to Develop Nova Scotia, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by the Supplier to mitigate the impact of the Force Majeure Event on the performance of the Supplier's obligations hereunder.
- 11.3 Notwithstanding the foregoing provisions of this Section 11, if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, Develop Nova Scotia may, in its sole discretion, terminate this Agreement upon three (3) days prior written notice to the Supplier. In the case of termination by Develop Nova Scotia pursuant to this Article 11.3, the Supplier shall be entitled to receive payment only for the Services provided prior to the termination date which have met the requirements of this Agreement, and such payment shall constitute full and final satisfaction of Develop Nova Scotia's obligations to the Supplier hereunder.

12.0 REPRESENTATIONS AND WARRANTIES

- 12.1 The Supplier represents and warrants to Develop Nova Scotia, with the intention and knowledge that Develop Nova Scotia is relying on each such representation and warranty in entering into this Agreement, that:
- a) All statements contained in the Supplier's Proposal, and any certificate or other document delivered to Develop Nova Scotia under this Agreement or in connection with the Services to be provided hereunder are true and correct;
 - b) The Supplier has no knowledge of any fact that may materially adversely affect the Supplier's business or operations or its financial condition, or its ability to fulfill its obligations to Develop Nova Scotia under this Agreement;
 - c) The Supplier has the personnel, experience, qualifications and other resources to provide the Services in accordance with the requirements of this Agreement;
 - d) The Supplier has the corporate power and legal capacity to enter into, fully perform, and meet all of its obligations under this Agreement on the terms and conditions set out herein;
 - e) This Agreement has been duly authorized, executed and delivered by the Supplier and constitutes a valid and binding obligation of the Supplier; and
 - f) The Supplier can perform the Services, and Develop Nova Scotia shall be entitled to utilize the Services, in accordance with the requirements of this Agreement without infringing any trade secret, patent, copyright, industrial design or other intellectual property right enforceable in Canada, and the Supplier has obtained, and will maintain, at its own expense, all requisite and appropriate authorizations and permissions, including those concerning any licenses, assignments, copyrights,

patents and other intellectual property rights that are required by the Supplier to meet its obligations to Develop Nova Scotia hereunder.

13.0 CONFLICT OF INTEREST

13.1 The Supplier shall not permit an actual or potential conflict of interest to arise between its obligations to Develop Nova Scotia under this Agreement and its obligations to any third party. The Supplier shall immediately notify Develop Nova Scotia in writing if any such potential or actual conflict of interest should arise at any time during the Term.

14.0 ASSIGNMENT AND SUBCONTRACTING

14.1 The Supplier shall not assign this Agreement or any of its rights or obligations hereunder, or subcontract the performance of any of the Services without the prior written consent of Develop Nova Scotia, which consent may be withheld by Develop Nova Scotia in its sole discretion. Any purported assignment or subcontracting by the Supplier without such consent shall be of no force or effect.

14.2 Develop Nova Scotia’s consent to an assignment of this Agreement, or the subcontracting of the performance of any of the Services to be provided by the Supplier hereunder, shall not relieve the Supplier from any of its obligations under this Agreement and the Supplier shall, notwithstanding any such consent by Develop Nova Scotia, remain responsible for the performance of the Services and all other obligations of the Supplier set out herein.

15.0 ACCOUNTS AND AUDIT

15.1 The Supplier shall keep proper and accurate books and records, including all invoices, receipts and vouchers, relating to the Services and all expenditures and commitments made in connection therewith. The Supplier shall make such books and records available to Develop Nova Scotia for review or audit within ten (10) days following receipt of a request from Develop Nova Scotia to do so. The Supplier agrees that it shall retain all such books and records and make them available for review or audit by Develop Nova Scotia for a period of three (3) years after the date of final payment by Develop Nova Scotia hereunder. Any review or audit by Develop Nova Scotia pursuant to this Article 15.1 shall be carried out by Develop Nova Scotia at Develop Nova Scotia’s expense.

16.0 NOTICES

16.1 Any notice to be given under this Agreement by Develop Nova Scotia or the Supplier shall be in writing and delivered by hand, by facsimile transmission or by registered mail, to the other party at the address and to the attention of the contact individual indicated below:

To Develop Nova Scotia:
Eva Parada, P.Eng.
1875 Upper Water Street
Suite 301

To the Supplier:
XXXXXXXXXXXXXXXXXXXX

Halifax, Nova Scotia
B3J 1S9

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the facsimile transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either party may change its address or contact for receipt of notices, provided that such party gives notice thereof in accordance with this Article 16.1 and confirms the effective date of the change in such notice.

17.0 AGREEMENT AND AMENDMENTS

17.1 This Agreement constitutes the entire agreement and understanding between the Supplier and Develop Nova Scotia with respect to the Services, and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of Develop Nova Scotia and the Supplier.

17.2 The following documents form part of this Agreement:

- a) These Articles of Agreement; and
- b) The Schedules;

In the event of any conflict or inconsistency between or among any of the foregoing, the documents comprising this Agreement shall be given precedence in the following order:

- a) These Articles of Agreement; and amendments hereto;
- b) Schedule A.1;
- c) Schedule B.1; and B.2
- d) Schedule C
- e) N/A

18.0 WAIVER

18.1 No term or provision of this Agreement, and no breach of this Agreement by the Supplier, shall be deemed to be waived or excused by Develop Nova Scotia unless such waiver is in writing and signed by Develop Nova Scotia. The waiver by Develop Nova Scotia of any breach of a term or provision of this Agreement shall not be or be deemed to be a waiver of any continuing or subsequent breach by the Supplier of the same or any other term or provision of this Agreement.

19.0 REMEDIES CUMULATIVE

- 19.1 The rights and remedies of Develop Nova Scotia set out in this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies available to Develop Nova Scotia at law or in equity.

20.0 DISPUTES

- 20.1 If a dispute arises between Develop Nova Scotia and the Supplier arising out of or relating to this Agreement, or the subject matter hereof, Develop Nova Scotia and the Supplier agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. In the event that such representatives cannot resolve the dispute within ten (10) days, or such longer period as the parties may agree in writing, either party may elect, upon giving prior written notice to the other party, to resolve the matter through litigation proceedings. Notwithstanding the foregoing, nothing in this Article 20.1 shall prevent Develop Nova Scotia from exercising its rights of termination set out in Article 3.1 or Article 11.3 hereof, in the circumstances described therein.

21.0 ENUREMENT

- 21.1 This Agreement shall endure to the benefit of and be binding on Develop Nova Scotia and on the successors and permitted assigns of the Supplier.

22.0 GENERAL

- 22.1 **Develop Nova Scotia's Representative** All references in this Agreement to Develop Nova Scotia, include any person duly authorized to act on behalf of Develop Nova Scotia hereunder
- 22.2 **Headings and Interpretation** The division of this Agreement into Articles and the insertion of headings are for convenience of reference only and do not affect its interpretation. Except where the context requires otherwise, references to the terms "herein," "hereof," "hereunder" and similar expressions refer to this Agreement as a whole, and not to any specific Article or Schedule.
- 22.3 **Time of the Essence** Time shall be of the essence in this Agreement.
- 22.4 **Currency:** All dollar amounts referred to in this Agreement are Canadian dollars, unless expressly provided.
- 22.5 **Offers of Employment:** Each of the parties agrees that it shall not, without the prior written consent of the other party, at any time prior to the expiration or earlier termination of this Agreement, or within a period of six (6) months thereafter, solicit personnel then in the employ of the other party, who either are, or were, directly involved in the performance or administration of this Agreement, to terminate their employment with that other party.

- 22.6 **Partial Invalidity:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.
- 22.7 **Counterparts:** This Agreement may be signed by Develop Nova Scotia and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Agreement to the other party.
- 22.8 **Further Assurances:** The Supplier and Develop Nova Scotia agree to execute and deliver all such further documents and instruments, and do or cause to be done all such acts and things, as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.
- 22.9 **RFP References:** All references in this Agreement to "RFP" mean and include any amendments that were made thereto by Develop Nova Scotia.
- 22.10 **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.

23.0 GOVERNING LAW

- 23.1 This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

IN WITNESS WHEREOF Develop Nova Scotia and the Supplier have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

WITNESSED BY:

DATED AT Halifax, Nova Scotia
 Xxx day of xxxxxxxx, 20xx

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Witness Signature

For the Supplier

WITNESSED BY:

DATED AT Halifax, Nova Scotia
Xxx day of xxxxxxxx, 20xx

DEVELOP NOVA SCOTIA CORPORATION LIMITED

Witness Signature

For Develop Nova Scotia

SCHEDULE A

This Schedule A incorporates by reference the documents referred to under each of Schedule A.1 as per below:

Schedule A.1 Request for Proposals

- a) Appendix B: Submission Form and related attachments.
- b) Appendix C: Pricing Form
- c) Appendix D: Response to RFP
- d) Appendix E: Project Brief

Proponent's Initials: _____

Develop Nova Scotia's Initials: _____

SCHEDULE B

This Schedule describes the payment terms for the Services:

Schedule B.1 Payment

The total amount payable under the Agreement is set out in Article 2.1, and shall be invoiced by the Consultant as follows:

Progress monthly invoices; monthly invoices shall show the percentage of work completed though the end of the billing period and amounts previously paid. Before Develop Nova Scotia approves monthly progress certificates for payment, the Consultant will be required to submit proof that all his Sub-Consultants and Suppliers, if any, have received payments in the amounts of claim on the previous monthly certificate. Refer to the tender documents for the balance of requirements. Receipts shall be provided by the Consultant for all expenses if requested. Progress reports must accompany invoices.

Payment of Supplier invoices will be made by Develop Nova Scotia in accordance with the terms of Article 2 of the Agreement and this Schedule B.

Schedule B.2 Changes in the Work

- c. Change in the Work
Change in the Work means an addition, deletion, or other revision to the Work within the general scope of the Contract Documents.
- d. Extra Work
Extra work means any work or service, the performance of which is beyond the general scope for the Contract Documents.
- e. The labour cost to be calculated by the actual estimated hours at a billable hourly rate determined as follows.
 - .1 The hourly billing rate to be the total payroll cost including; base hourly wage rate of worker, statutory contribution to EI, UIC, WCB and CPP and other applicable labour burdens paid directly by the employer such as vacation pay, holiday pay, pension plan, training, misc. expenses, etc. Such burdens shall be verified by submission of payroll evidence.
 - .2 Billable hourly rates are to include all head office cost, finance costs, administration, supervision, insurance, bonds, site office expenses, benefits and profits etc..
- f. The issuance of a change order shall be deemed to be formal acceptance by Develop Nova Scotia of the quotation. Following the issue of a change order Develop Nova Scotia will not entertain claims for extra payments due to errors alleged to have been made in the Consultant's quotation.

- g. Where it is proposed that a change in the scope of work affects the design schedule, this must be identified at the time of submission of quotation. Claims to access the impact of changes on the schedule at a later date will be rejected.

Proponent's Initials: _____

Develop Nova Scotia's Initials: _____

SCHEDULE C

PERSONAL INFORMATION INTERNATIONAL DISCLOSURE PROTECTION ACT

The Supplier acknowledges and confirms that it is a "service provider" as defined in the *Personal Information International Disclosure Protection Act*, SNS 2006 c. 3 ("PIIDPA"), that it has read and understands its obligations as a service provider thereunder and that as a service provider it is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to Develop Nova Scotia entering into the Agreement with the Supplier that the Supplier irrevocably undertakes, covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.

The Supplier further covenants, warrants and represents to Develop Nova Scotia that it will not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to Develop Nova Scotia in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of personal information" as each of those terms are defined in PIIDPA.

The Supplier shall implement and strictly enforce security arrangements that will ensure that all personal information that it collects or uses on behalf of Develop Nova Scotia is protected at all times from unauthorized access or disclosure and shall confirm in writing to Develop Nova Scotia, upon request, the details of such security arrangements. The Supplier also agrees to implement and enforce any additional security procedures as may be required by Develop Nova Scotia from time to time to protect the personal information that the Supplier collects or uses on behalf of Develop Nova Scotia. Develop Nova Scotia shall be authorized, upon giving prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit of the security arrangements referenced herein.

All personal information that the Supplier obtains or becomes aware of while providing services to Develop Nova Scotia is not and shall not be or be deemed to be the property of the Supplier. The Supplier acknowledges and agrees that it will not, either directly or indirectly, acquire any rights to use or own any such personal information other than the right to use it for the sole purpose of fulfilling its obligations to Develop Nova Scotia under the Agreement.

The Supplier expressly confirms that the laws of Develop Nova Scotia of Nova Scotia shall apply to its obligations as a service provider to Develop Nova Scotia, notwithstanding the laws or the order of any court outside Canada.

Proponent's Initials: _____

Develop Nova Scotia's Initials: _____

APPENDIX B – SUBMISSION FORM
RFP DNS-1920-0026 CONSULTING SERVICES FOR THE DESIGN OF INFRASTRUCTURE
IMPROVEMENTS FOR PEGGYS COVE
Peggys Cove, Nova Scotia

B.1 PROPONENT INFORMATION

Please fill out the following form, naming one person to be the bidder's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code / Zip Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
SIN # (only required if you do not have an HST/GST or NSRJST number):	

B.2 ACKNOWLEDGEMENT OF NON-BINDING PROCUREMENT PROCESS

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service shall be created between Develop Nova Scotia and the proponent unless and until Develop Nova Scotia and the proponent execute a written agreement for the Deliverables.

B.3 ABILITY TO PROVIDE DELIVERABLES

The proponent has carefully examined this RFP and has a clear and comprehensive knowledge of the Deliverables required. The bidder represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form ([Appendix C](#)).

B.4 MANDATORY FORMS

The Proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
TECHNICAL PROPOSAL (Envelope #1)	
Appendix B - Submission Form	
Appendix D – Response to RFP	
PRICING PROPOSAL (Envelope #2)	
Appendix C - Submission Pricing Form	

B.5 NON-BINDING PRICING

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form ([Appendix C](#)). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work with Develop Nova Scotia.

B.6 ADDENDA

The bidder is deemed to have read and taken into account all addenda issued by Develop Nova Scotia. The onus is on Proponents to make any necessary amendments to their proposals based on the addenda.

B.7 PROHIBITED CONDUCT

The bidder declares that it has not engaged in any conduct prohibited by this RFP.

B.8 CONFLICT OF INTEREST

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, information of Develop Nova Scotia in the preparation of its bid that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

(b) in relation to the performance of its obligations contemplated in the subject matter of this RFP, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the bid; **AND** who were employees of Develop Nova Scotia within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the RFP.

If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

B.9 CONFIDENTIAL INFORMATION OF PROPONENT

A proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Develop Nova Scotia. The confidentiality of such information will be maintained by Develop Nova Scotia, except as otherwise required by law or by order of a court or tribunal.

The proponent agrees that its RFP will, as necessary, be disclosed on a confidential basis to Develop Nova Scotia's advisers retained to advise or assist with this RFP process, including with respect to the evaluation of this bid.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX C – SUBMISSION PRICING FORM
RFP DNS-1920-0026 CONSULTING SERVICES FOR THE DESIGN OF INFRASTRUCTURE
IMPROVEMENTS FOR PEGGYS COVE
Peggys Cove, Nova Scotia

C.1 INSTRUCTIONS ON HOW TO COMPLETE SUBMISSION PRICING FORM

Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.

Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Develop Nova Scotia, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, such as any applicable fees or other charges.

C.2 EVALUATION OF PRICING

Pricing evaluation will be made in two parts totalling **FOUR HUNDRED POINTS (400 POINTS)**. Part One under C.3 consists in the evaluation of the Fixed Price Bid worth **TWO HUNDRED AND FIFTY POINTS (250)** points of the total score. Part Two under C.4 consists in the evaluation of the Total Add Alternates under Phase III and IV worth a total of **ONE HUNDRED AND FIFTY POINTS (150)**.

Phase I, II, III and IV are described in detail in Appendix E – Project Briefing. The final deliverables for Phase I include a report on the Project Design Requirements based on the proponent’s review of the Draft Peggys Cove Master Plan and Supporting Studies; this phase also includes the subsequent development of design requirements required for the completion of a Schematic Design and associated Class C Estimate. Phase II include the design development up to 60% of all design elements identified in Phase I and a development of a Class B Estimate of Cost for such elements. Proponents will provide a total fixed cost for Phase I and II as detailed in Section C.3. of Appendix C – Submission Pricing Form and submit this as part of the financial proposal.

Phase III and IV described as Add Alternates #1 and #2 respectively, includes the development of 100% construction documents for a selected set of design elements as detailed in Appendix E, associated refined Class B Estimate and corresponding Construction consultant services.

Fixed Price Bid and Totals under Add Alternate #1 (Phase III) and Add Alternate #2 (Phase IV) will be evaluated as follows;

Pricing will be scored based on a relative pricing formula using the values set out in the Pricing Form (Section C.3) and the Totals for C4.1 and C4.2. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that proponent’s price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest value

----- X Total available points = Score for second-lowest value

Second-lowest value

Lowest value

----- X Total available points = Score for third-lowest value

Third-lowest value

And so on, for each proposal.

C.3 PRICING FORM (PHASE I AND II) – TOTAL POINTS = [250 POINTS**]

Summarize the cost of work under the categories shown below:

Deliverable	COST (CDN)
Phase IA: Analysis of Draft Peggys Cove Master Plan and Supporting Studies, Development Project Design Requirements, and Schematic Design (30%) for the design elements identified in Appendix E. Preliminary Topographical surveying and Geotechnical study costs may be included herein.	
Phase IB: Development of Class C Estimate for Phase IA design elements	
Phase IIA: Design Development 60% for the elements identified in the Draft Peggys Cove Master Plan and Appendix E. Final Topographical surveying and geotechnical studies shall be completed in this phase.	
Phase IIB: Class B Cost Estimate upon finalization and approval of Design Development 60%	
**TOTAL	\$
HST (add 15%)	
TOTAL PRICE INCLUDING HST	

C.4 MANDATORY ADD ALTERNATES (PHASE III AND PHASE IV) – TOTAL POINTS = [150 POINTS**]

At Develop Nova Scotia’s sole discretion and subject to funding availability, the value of any of the below alternates may be added to the successful proponent’s final contract price. Each alternate price under C.4.1 and C.4.2 shall be stand alone, and include all costs inclusive of design fees, additional topographical surveying or geotechnical testing, and site visits, overhead, profit, etc. as required to provide a turn-key deliverable. Alternate pricing shall not be included in the Lump Sum Price established in Appendix C, Item C.3 (above). It shall, however, be subject to the applicable scope and obligations established in this RFP. DNS will tender and administer the Procurement of the construction services.

C.4.1 Mandatory Alternate #1 (PHASE III) - TOTAL POINTS = [75 POINTS]:** This stage will be identified as Phase III which will consist in the completion of the design (from 60% to 100%) and corresponding updated Class B costing for selected elements included in Phase II described under C.3.

C.4.1.1 Formal Turn around areas at the terminus of Peggys Cove Point Road (at Lighthouse end)	\$ _____	+HST
C.4.1.2 Viewing Platform /Arrival Area	\$ _____	+HST
C.4.1.3 New Parking Lot, Trail and Bridge	\$ _____	+HST
C.4.1.4 VIC Parking Lot Improvements	\$ _____	+HST
C.4.1.5 Public Washroom Improvements; New washroom at the VIC	\$ _____	+HST
C.4.1.6 Traffic Management / Gate System and Shuttle Service	\$ _____	+HST
C.4.1.7 Peggys Point Road Improvements- Raising of road	\$ _____	+HST
C.4.1.8 Church Road Intersection, Community Entrance Signage and Turn-Around (P-Loop):	\$ _____	+HST
C.4.1.9 Peggys Point Boardwalk Harbour Edge:	\$ _____	+HST
C.4.1.10 Breakwater Improvements:	\$ _____	+HST
C.4.1.11 New Washroom at the Cove:	\$ _____	+HST
C.4.1.12 Wastewater Management District-3 for Commercial Core:	\$ _____	+HST
**Total Sum of Mandatory Alternates #1 PHASE III [75 POINTS]:	\$ _____	+HST

C.4.2 Mandatory alternate #2 (PHASE IV) TOTAL POINTS = [75 POINTS]:** This stage will be identified as Phase IV- Post Construction Services. Provide a Lump Sum for Construction Services including periodic site observations and associated reports, site visits, review of request for information and submittals for the each of above design deliverables under Phase IIIA. Allow for (3) bi-weekly meetings with successful contractor for each deliverable.

C.4.2.1 Formal Turn around areas at the terminus of Peggys Cove Point Road (at Lighthouse end)	\$ _____	+HST
C.4.2.2 Viewing Platform /Arrival Area	\$ _____	+HST
C.4.2.3 New Parking Lot, Trail and Bridge	\$ _____	+HST
C.4.2.4 VIC Parking Lot Improvements	\$ _____	+HST

- C.4.2.5 Public Washroom Improvements; New washroom at the VIC \$ _____ +HST
- C.4.2.6 Traffic Management / Gate System and Shuttle Service \$ _____ +HST
- C.4.2.7 Peggys Point Road Improvements- Raising of road \$ _____ +HST
- C.4.2.8 Church Road Intersection, Community Entrance Signage and Turn-Around (P-Loop): \$ _____ +HST
- C.4.2.9 Peggys Point Boardwalk Harbour Edge: \$ _____ +HST
- C.4.2.10 Breakwater Improvements: \$ _____ +HST
- C.4.2.11 New Washroom at the Cove: \$ _____ +HST
- C.4.2.12 Wastewater Management District-3 for Commercial Core: \$ _____ +HST
- **Total Sum of Mandatory Alternates #2 PHASE IV [75 POINTS]:** \$ _____ +HST

C.5 HOURLY BILLABLE RATES

The proponent shall enter into a Contract to perform and complete any Change in the Work as defined in Schedule B considered additional to the Contract with the below listed employee rates. Rates are inclusive of office and administration fees, overhead and profit, training, misc. expenses, etc. Other mileage for travel or room and board expenses will be quoted based on actual costs plus the mark up percentages established in Schedule B of this RFP and shall not be included in these rates. Fill out the Employee Rate and Travel Rate as applicable for each category or write in the discipline under "Other" for any other categories as required. Where it does not apply write "N/A" next to the category. Alternative to this list, proponent may choose to add a rate sheet to their Technical Proposal containing at least these categories or more.

	Employee Rate	Travel Rate
C.4.5.1 Project Manager/Lead	\$ _____/hr	\$ _____/hr
C.4.5.2 Sr. Structural Engineer	\$ _____/hr	\$ _____/hr
C.4.5.3 Jr. Structural Engineer	\$ _____/hr	\$ _____/hr
C.4.5.4 Sr. Civil Engineer	\$ _____/hr	\$ _____/hr
C.4.5.5 Civil Engineer (Road, Parking)	\$ _____/hr	\$ _____/hr
C.4.5.6 Civil Engineer (Wood Bridges)	\$ _____/hr	\$ _____/hr
C.4.5.7 Civil Engineer (Traffic)	\$ _____/hr	\$ _____/hr
C.4.5.8 Civil Engineer (Marine Structural)	\$ _____/hr	\$ _____/hr
C.4.5.9 Civil Engineer (Civil Engineering coastal, hydrology, water management specialty)	\$ _____/hr	\$ _____/hr
C.4.5.10 Civil Engineer (Geotechnical)	\$ _____/hr	\$ _____/hr
C.4.5.11 Civil Engineer (Municipal Services)	\$ _____/hr	\$ _____/hr
C.4.5.12 Civil Engineer (Coastal)	\$ _____/hr	\$ _____/hr
C.4.5.13 Mechanical Engineer (Building services)	\$ _____/hr	\$ _____/hr
C.4.5.14 Electrical Engineer (Building services,	\$ _____/hr	\$ _____/hr

Traffic systems)	\$ _____/hr	\$ _____/hr
C.4.5.15 Geotechnical Engineer	\$ _____/hr	\$ _____/hr
C.4.5.16 Landscape Architect	\$ _____/hr	\$ _____/hr
C.4.5.17 Landscape Planner	\$ _____/hr	\$ _____/hr
C.4.5.18 Traffic Engineer	\$ _____/hr	\$ _____/hr
C.4.5.19 CAD/Revit Technician	\$ _____/hr	\$ _____/hr
C.4.5.20 Cost Estimator	\$ _____/hr	\$ _____/hr
C.4.5.21 Other:	\$ _____/hr	\$ _____/hr
C.4.5.22 Other:	\$ _____/hr	\$ _____/hr
C.4.5.23 Other:	\$ _____/hr	\$ _____/hr
C.4.5.24 Other:	\$ _____/hr	\$ _____/hr
C.4.5.25 Other:	\$ _____/hr	\$ _____/hr

C.6 ADDENDUMS (If applicable)

In accordance to Section B.4 of Appendix B, the proponent confirms that they have received, read and understand any and all addenda from # ___ to # _____ issued by Develop Nova Scotia as part of this Request for Proposal.

Name of Proponent Representative

Signature of Proponent Representative

APPENDIX D – RFP PARTICULARS
RFP DNS-1920-0026 CONSULTING SERVICES FOR THE DESIGN OF INFRASTRUCTURE
IMPROVEMENTS FOR PEGGYS COVE
Peggys Cove, Nova Scotia

D.1 THE DELIVERABLES

A detailed description of all required services and associated deliverables for each phase of the project is provided in Section E.3 of the Project Brief (Appendix E). The objective of the design phases is to test the solutions included in the Draft Peggys Cove Master Plan in coordination to all subsequent studies and advance their respective cost estimation. The key deliverables required by the end of each phase have been summarized below, however this does not include the interim deliverables that are necessary and further outlined in Appendix E.

Project Phase	Deliverables (s)
Phase IA	Project Background and Schematic Design for: Turn around areas at the terminus of Peggys Cove Point Road (at Lighthouse end), Viewing platform/arrival area, new parking lot trail and bridge, VIC Parking Lot Improvements, Traffic Management systems, raising of Peggys Cove Road, turn around areas at Church Rd, Boardwalk/harbour edge, breakwater improvements, new washrooms at the COVE and a wastewater management district for commercial core.
Phase IB	Development of Phase IA Class C Estimate for Phase IA Elements
Phase IIA	60% Design Development of Phase IA Design for: Turn around areas at the terminus of Peggys Cove Point Road (at Lighthouse end), Viewing platform/arrival area, new parking lot/arrival area and bridge, VIC Parking Lot Improvements, Traffic Management systems, raising of Peggys Cove Road, turn around areas at Church Rd, Boardwalk/harbour edge, breakwater improvements, new washrooms at the COVE and a wastewater management district for commercial core.
Phase IIB	Development of a Class B Cost Estimate for Phase IIA Elements
Phase III	Complete Construction Documents for design elements identified under Phase IIA items (As approved under Add Alternates section C.4.1. and described Appendix E) and corresponding Class B estimation
Phase IV	Post Construction Services for Approved Add Alternates listed for Phase III; Refer to section C.4.2.

D.2 MATERIAL DISCLOSURES

D.2.1 Related Documents and Reports

The following items shall form part of this contract. Proponents are required to review all the below documentation. For those interested in responding to this RFP, notify the RFP Contact by including full proponent’s contact information with a request to receive access to the below listed documents from Develop Nova Scotia. To access the Draft Peggys Cove Master Plan, sign and return the attached Non-Disclosure and Confidentiality Agreement included as Appendix F. Contact Develop Nova Scotia should there be any discrepancies or omissions.

- a. Draft Peggys Cove Master Plan (Refer to Appendix F)
- b. LiDAR Survey Report (In Progress): Topographic and bathymetric survey data at a resolution ≥ 5 ppm will be made available to the successful proponent. The following maps and data files are provided:
 - Classified point cloud data (LAS file) at ≥ 5 ppm.
 - Gridded elevation models (DEM and DSM file) at a cell resolution equal to or better than 1 m².
 - Multispectral ortho imagery at a resolution of ≤ 5 cm.
 - Contour mapping (DWG file) at an accuracy equal to or better than 0.15 m.
- c. Traffic Data Reports from August to October 2019; by CBCL Limited
- d. NSTIR Traffic Data along Peggys Cove Road and Hwy 333
- e. Pedestrian Counts October 2019 – to current. The successful proponent will have full access to a website with further information on Pedestrian counts.
- f. Peggys Cove Archeological Screening and Reconnaissance Report (or ARIA report). The successful proponent will have access to a georeferenced file including the areas of High Impact or archeological significance that must be avoided during design (.shapefile).
- g. Peggys Cove Wetland Delineation and Ecological Study Desktop Study: The successful proponent will have access to a georeferenced file with delineated wetlands (shapefile) to be avoided.
- h. Coastal Engineering Study: Ongoing study will include Coastal Flood Hazard mapping on a digital Terrain Model using LiDAR information (above), at (3) different planning horizons: year 2021, 2050 and 2100. Each planning horizon will include at least (3) risk levels: 1%, 5% and 20% annual exceedance probability (AEP). Study will also include a wave transformation analysis to analyze loading at each key structure as identified in the Draft Peggys Cove Master Plan and Appendix E. The study is currently in progress and will be delivered early 2020.
- i. Key photographs and other records: pedestrian traffic at peak times. The successful proponent will have access to key excerpts of footage taken from local cameras at peak times.
- j. Appendix E: Project Brief.

D.2.2. Specific Design Deliverables

Refer to Appendix E for a detail description of the design deliverables in coordination with the Draft Peggys Cove Master Plan.

D.2.3 Examination of Drawings, Contract Documents and Site

Each proponent, before submitting his proposal, shall carefully examine the contract documents and shall visit the site to determine the existing conditions and limitations, and will not claim at any time after the submission of the proposal, or the subsequent execution of a contract, that there was any misunderstanding with regard to the conditions imposed by the contract.

Each proponent shall carefully examine the site of the work, and he shall investigate all matters relevant to the project including, but not limited to, site conditions, access and egress, obstacles, adjacent uses, rights and interests which may affect the work and services, regulations, By-Laws, Acts, Codes, etc., which relate to the area and the work.

D.2.4 Existing Conditions

The Consultant shall be held to have visited the site and to have become conversant and familiar with all existing conditions prior to having tendered on the project. The Consultant shall have investigated all existing conditions, facilities, and difficulties which may affect the carrying out of the contract, including

access, adjacent buildings, existing services, grade, soils conditions and water table, etc. Develop Nova Scotia will give no consideration whatsoever to any claim by the Contractor resulting from his/her failure to have made all the necessary investigations prior to tendering.

D.2.5 Access and Use of Site

The Consultant shall liaise directly with the Develop Nova Scotia Project Manager to establish approved access routes, storage areas, security and public safety measures, etc.

D.2.6 Safety

Before starting the work, the Consultant shall inform the industrial safety branch of the provincial Department of Environment and Labour of the details of the project. All work shall be done in compliance with the appropriate federal, provincial, municipal and other regulations.

The Consultant shall be solely responsible for on-site safety and for compliance with all applicable health and safety acts and regulations. The Contractor shall be the “constructor” for this project as defined by the Occupational Health and Safety Act and Regulations, which pertain to all portions of the work.

The Consultant shall pay any court’s and any regulatory authority’s fines/charges against the Contractor, and/or Develop Nova Scotia and/or the Project Manager resulting from the Contractor’s failure to comply fully with applicable health and safety and all other applicable regulations, or resulting from any charges against Develop Nova Scotia and/or the Project Manager relating in any way to labour, safety and health issues. The Contractor shall maintain on site first aid materials.

D.3 MANDATORY TECHNICAL REQUIREMENTS

Each proponent shall refer to Appendix B, Item B.2. for the completed mandatory Forms to be included in their proposal. In addition to these forms, the following mandatory documents must be provided within each Envelope (Envelope #1 : Technical and Envelope #2: Pricing) as follows:

TECHNICAL PROPOSAL (Envelope #1)
Appendix B - Submission Form including:
a. Evidence of a current WCB Clearance Letter
b. Statement of Insurability (Refer to item D.3.1)
Appendix D – RFP Particulars Completed Response including:
a. Executive Summary
b. Proposed Approach/Process and Project Plan
c. Demonstrated Expertise
d. Proponent Expertise
e. Proponent Relevant References
f. Proposed Project Manager/Lead Resume and References
g. Proposed Resources, Resumes and References
h. Resource Management
i. Project Risks Analysis and Mitigation Strategies
j. Added Value: Demonstrated out of the box ideas
k. Sustainability Component
PRICING PROPOSAL (Envelope #2)
Appendix C - Submission Pricing Form

D.3.1. Statement of Insurability

The respondent must provide a Statement of Insurability from a duly licensed Canadian insurance company or insurance brokerage firm confirming the respondent's ability to obtain the following insurance policies:

a) Commercial General Liability insurance with an insured limit of not less than five million dollars (\$5,000,000) per occurrence covering bodily injury, death and damage to property, including loss of use thereof, and not less than five million dollars (\$5,000,000) per occurrence and in the annual aggregate for products liability and completed operations, and including but not limited to the following coverage:

- i. premises, property and operations liability;
- ii. products liability and completed operations;
- iii. blanket contractual liability;
- iv. contingent employers' liability;
- v. employer's liability (Canada);
- vi. personal injury liability;
- vii. non-owned licensed motor vehicle (automobile) liability;
- viii. sudden and accidental pollution liability;
- ix. watercraft coverage (if applicable); and
- x. firefighting expense liability.

b) This insurance shall be in the name of the Contractor, and Develop NS and their respective directors, officers and employees as an additional insured to the extent of the Contractor's legal liability for claims for property damage, bodily injury, including death and personal injury, arising from the operations of the Contractor, its' employees, agents and contractors, and shall include both cross liability and severability of interest clauses.

c) Professional (Errors & Omissions) Liability Insurance with an insured limit of not less than five million dollars (\$5,000,000) per claim and in the annual aggregate covering legal liability for economic losses arising from the performance of work provided under the Agreement. The policy will be maintained for a period of not less than two (2) years following service start date;

d) Automobile liability insurance in respect to owned or leased licensed motor vehicles with an insured limit of not less than five million dollars (\$5,000,000) per accident covering bodily injury, death and damage to property including loss of use thereof;

e) Directors & Officers liability insurance covering the directors and officers of the Contractor with an insured limit of five million dollars (\$5,000,000) each claim and in the annual aggregate;

D.4 PERIOD OF CONTRACT

The contract period with the successful proponent will begin on the signing date of the Service Agreement (Appendix A). The successful bidder shall substantially complete all work for Phase I and II by March 27th, 2020. A detail schedule of deliverables is included in Appendix E.

D.5 RATED CRITERIA

D.5.1. Executive Summary – TOTAL POINTS = [20 POINTS]**

Provide a 1 - 2 page summary of your Technical Response, highlighting the key features of your proposal. It should allow the Evaluation Team to quickly gain an overall perspective of your proposal and your understanding of the project service requirements, prior to reviewing it in detail.

D.5.2. Proposed Approach/Process and Project Plan – TOTAL POINTS = [140 POINTS]**

Describe the approach and/or process proposed to address the service requirements. Include any notable methodologies, innovative solutions, tools and techniques, and their respective suitability to this project. The project plan should include a preliminary Work Breakdown Structure (WBS), interdependencies with other information or owner provided studies or deliverables and Schedule for the project as you understand it. The WBS and Schedule should reflect the proponent's approach/process and demonstrate your ability to meet the schedule requirements for the project, including key milestones that must be met (as described in Appendix E) as well as the proponent's own proposed additional milestones and deliverables.

D.5.3 Demonstrated Expertise – TOTAL POINTS = [140 POINTS]**

Outline your company's depth of experience and resources on similar projects. Describe any similarities to or differences from this practice area. Each proponent should provide the following in its proposal:

(a) a brief description of the proponent;

(b) a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;

(c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;

(d) its knowledge, skills and expertise in the following areas or combination of such:

- Civil Engineering road and low impact parking structures specialty
- Civil Engineering structural specialty
- Civil Engineering wood bridge design (pedestrian bridge) specialty
- Civil Engineering Hwy design and traffic specialty
- Civil Engineering marine design specialty
- Civil Engineering hydrology, hydraulics, water management specialty
- Civil Engineering geotechnical
- Civil Engineering municipal services
- Civil Engineering coastal specialty
- Mechanical and Electrical Engineering for building services and traffic systems
- Landscape Architect
- Landscape Planner
- Land Surveying
- Cost Estimating

(e) a description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with Develop Nova Scotia

D.5.4 Proponent Relevant References – TOTAL POINTS = [90 POINTS]**

Each proponent is requested to provide five (3) project references for work done by your firm in the past ten (10) years that is similar in nature to the requirements defined in this RFP.

Provide the name of each project reference, along with his/her phone number and email address. The project reference information provided should identify the size of the projects conducted, key personnel involved, as well as demonstrate the extent of your previous experience, the clients' overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines. Develop Nova Scotia will only evaluate five (3) references. If more than three (3) references are provided by the proponent only the first five (3) listed in the proposal will be evaluated.

Develop NS Staff may not act as a respondent's reference.

D.5.5 Project Manager/Lead Resume and References – TOTAL POINTS = [70 POINTS]**

The successful proponent is expected to provide all the necessary project management to complete the services in accordance with the requirements of this RFP. This is expected to include a detailed management plan that illustrates the management and reporting structure within the company, how the Consultant proposes to perform the work, how performance and non-compliance issues will be handled, and what internal quality control mechanisms are in place.

Identify the project manager proposed for this project and describe his/her experience. This should be structured to emphasize his/her relevant qualifications and project management experience in successfully managing projects of a similar size and scope to that required by this RFP.

The resume should include at least two project references, including:

- a) Name of client organization
- b) Name, title, telephone number and email of a client contact
- c) Brief description of the scope, complexity, dates and duration of the project

The project managers resume may be provided in this section but shall not exceed two pages.

D.5.6 Proposed Resources Resume and References – TOTAL POINTS = [30 POINTS]**

The proponent should be able to demonstrate that its proposed team, as a whole meet, has the experience and skills to perform the services in accordance with the requirements. Prepare the table below to identify all personnel who will be assigned to the project and contribute to (i) the routine

management and/or (ii) the performance of the required services. As shown, provide each person’s name, title, role on this project, experience in this role and his/her respective employment status.

Name	Title	Project Role	Role Experience (# months)	Employee Status (E=Employee, C=Contractor, P= Partner)

If contractors or partners (partnerships, consortiums) are to be used for this project, they must be identified in your table. If so, describe the general range of services that the respective contractors (companies or individuals) provided and how this benefits your company. If no contractors or partners are identified, this will be interpreted to mean that only ‘own resources’ will be used.

Submit the individual resumes for each proposed resource. The resumes should be structured to emphasize their relevant qualifications and experience in successfully completed projects of a similar size and scope to that required by this RFP.

Each resume should include at least two project references where the proposed individual served in a similar role, including:

- a) Name of client organization
- b) Name, title, telephone number and email of a client contact
- c) Brief description of the scope, complexity, dates and duration of the project
- d) Role the proposed individual played in the referenced project

The resumes for each proposed resource may be provided in this section but shall not exceed two pages for each resource.

D.5.7 Resource Management – TOTAL POINTS = [20 POINTS]**

Each proponent should provide the following in its proposal:

By virtue of responding to this RFP, the proponent is committing to make the proposed resources available to this project when needed and, once the project begins, it agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project.

Develop Nova Scotia acknowledges that instances can arise where a proposed resource is no longer employed by or associated with the proponent, or is otherwise unavailable to the proponent at the time of the service requirement. In these cases, the proponent agrees to provide replacement resources with equivalent (or greater) experience and capability, and the selection of the replacement resources will be subject to the approval of the client department.

In the proposal, describe the process that would be used for including the client department in the selection of replacement resources and for securing client department approval. Describe how changes in the project manager in particular would be handled, if this becomes necessary.

If new service requirements emerge during the project, the client department will make every effort to provide the successful proponent with as much advance notice as possible. Describe the process and typical timelines involved in making additional resources available to this project.

Describe the process that would be used to resolve a situation where the client department concludes that an assigned resource from the proponent is not performing their responsibilities adequately.

D.5.8 Project Risks Analysis and Mitigation Strategies – TOTAL POINTS = [40 POINTS]**

There are significant financial risks to Develop Nova Scotia if the work is not carried out as specified. These risks may be long term with the placement of inferior products that have to be replaced prematurely, uneconomical designs, construction delays or short term where penalties and bonuses are applied erroneously. Actions by the Consultant may cause contractors to submit claims against the Develop Nova Scotia for delays or additional work. Proponents shall detail in their proposal how such risks will be mitigated.

The following risks have been identified:

- a) Budget Overruns;
- b) Schedule Overruns; and,
- c) Unavailability of resources.

The proponent should identify the likelihood of the risks occurring, identify risk mitigation strategies for each and, in the event the risk occurs, assess the impact and identify the corrective action. The proponent should identify potential significant risks not listed above and provide the risk mitigation for each inclusive of corrective action strategies that the proponent would take in such circumstances.

D.5.9 Added Value: Demonstrated Out of the Box Ideas – TOTAL POINTS = [30 POINTS]**

‘Added value’ is the realization of additional benefits beyond the inherent worth of a good or service. Some examples for services include approach, creativity, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these.

Describe examples where the proponent(s) have demonstrated out-of-the-box solutions or creative ideas to respond and resolve a complex problem involving multiple stakeholders.

D.5.10 Sustainability Component = [20 POINTS]**

Develop Nova Scotia is committed to purchasing goods, services, and construction in a manner that is better for our economy, our environment, and our communities. To find out more about this initiative go to:

<https://developns.ca/wp-content/uploads/2019/08/sustainabilitytemplate.pdf>

To aid Develop Nova Scotia better understand the sustainable attributes for these services the proponent should prepare the following:

- A brief statement, to maximum of (2) pages, that outlines the proponent’s commitment to the sustainable prosperity of Nova Scotia (e.g. meeting today’s needs without compromising the needs of tomorrow).
- Given the requirements in this RFP, describe how the service that you are proposing will be provided in a sustainable manner (e.g. considering greenhouse gas reduction, waste reduction, toxicity reduction, worker health and safety, and local economic development).

APPENDIX E - PROJECT BRIEF
RFP DNS-1920-0026 CONSULTING SERVICES FOR THE DESIGN OF INFRASTRUCTURE
IMPROVEMENTS FOR PEGGYS COVE
Peggys Cove, Nova Scotia

E.1. PROJECT INFORMATION

In accordance with the process specified for the Request for Proposals (RFP), Develop Nova Scotia intends to retain the services of a consulting firm in the capacity of Prime Consultant, supported by a multidisciplinary team of Sub-Consultants as necessary, for the provisions of the services required for this project.

E.1.1 Project Identification

Project Title: Infrastructure Improvements for Peggys Cove

Location of the Project: Peggys Cove, Nova Scotia

Client/ User: Develop Nova Scotia

The DNS Project Team will consist of the following roles / specialties:

- Community liaison and planner
- Senior Project Manager
- Field Project Manager
- Senior Planner

E.1.2 Project Delivery Approach

The Prime Consultant, supported where necessary by a multidisciplinary team of Sub-Consultants, shall provide full engineering and technical services to review all documentation, recommend further examination as required, preparation of conceptual design alternatives, preparation of technical specifications and drawings for the preferred option, preparation of tender documents for the Infrastructure Improvements for Peggys Cove, and various post-design services that may be required as described in the Add Alternate section.

The project has been subdivided into four (4) main phases in order to accommodate critical decision making and design procedures during the course of the overall project:

Phase IA: Project Background Analysis and Schematic Design of Selected Elements (Section E.3.2)

Phase IB: Development of Phase IA Class C Estimate (Section E.3.3)

Phase IIA: 60% Design Development of Phase IA Design Elements (Section E.3.4)

Phase IIB: Development of a Class B Cost Estimate for Phase IIA Elements (Section E.3.5)

Phase III: Complete Construction Documents for design elements identified under Phase IIA items and refined Class B Estimate (Section E.3.6)

Phase IV: Post Design Services During Construction for Approved Add Alternates listed for Phase III (Section E.3.7)

E.1.3 Project Schedule

Delivery of the project in accordance with the project milestones listed below. During work, flexibility is very important in terms of accommodating unanticipated site requirements.

Project Phase	Timeline for Completion
Phase I (IA and IB): Project Background Analysis and Schematic Design of Selected Elements and Class C Costing	5 working weeks from date of award or receipt of intent of award.
Phase II (IIA and IIB): 60% Design Development of Phase IA Design Elements and Class B Estimate 60% Design Development of Phase IA Design Elements	9 working weeks from date of DNS's approval of Design Concept (Turnaround time is 3-5 business days) and no later than March 27 th , 2020.
Phase III: Complete Construction Documents for design elements identified under Phase IIA items and corresponding updated Class B estimate	(Assumes Total Alternate #1 is approved) 12 working weeks from date of DNS's approval of Phase II Design (Turnaround time is 15 business days for approvals)
Phase IV: Post Construction Services for Approved Add Alternates listed for Phase III	As required (refer to Alternate #2)

The above timelines are meant to provide a preliminary time frame of major activities and milestones. The estimated duration periods may vary. In developing a detailed schedule, the Consultant shall find that some activities are not interdependent and can be completed concurrently. It is also understood that some of the required studies may need to be initiated in the Pre-Design phase in order to develop concepts, but further analysis and completion of studies would be expected to occur on the selected design option in the Design phase.

The schedule supplied by the Consultant shall be more detailed and representative of the achievable delivery. After contract signature, the successful Consultant and Develop Nova Scotia shall agree to a final schedule that shall prevail.

E.1.2 Introduction and Background

E.1.2.1 Overview

Peggys Cove is one of Nova Scotia's most iconic attractions with national and international recognition and high levels of visitation. It offers a unique coastal experience to visitors – the quintessential Nova Scotia with expansive granite rocks, bold ocean front, crashing waves and an historic lighthouse. It is also a living community, an active fishing village, and home to year-round residents.

The popularity of Peggys Cove has created issues around crowds, traffic, servicing, and vehicular and pedestrian infrastructure for many years. These issues have been exacerbated with the significant growth in cruise ship visitation to Halifax. The Draft Peggys Cove Master Plan identifies and prioritizes infrastructure needs and improvements to support and enhance visitation, providing opportunities for the private sector to create new experiences, increase tourism revenues and overall sustainability of Peggys Cove as an iconic authentic fishing village for both residents and visitors.

E.1.3 Technical Requirements

E.1.3.1 Outline

The challenge at Peggys Cove is creating the appropriate balance between the needs and wishes of community residents that live, and in some cases work, in the Cove, with the needs and wishes of visitors. To that end and through community engagement, the Draft Peggys Cove Master Plan outlined several objectives and vision for the future.

In consideration to its history and prior initiatives, tourism and visitor experience, infrastructure and servicing needs as well as the effects of climate change, the Draft Peggys Cove Master Plan brought forward two key objectives:

- Identify physical improvements that support, expand, and enhance the visitor experience, while embracing and respecting those who live and work in this coastal village;
- Address the immediate and long-term infrastructure needs.

The intent of this project is to test the feasibility of the Draft Peggys Cove Master Plan objectives, by designing and costing a few of its main infrastructure improvements, taking into account recent and formal background supporting studies. Based on the results of such costing and subject to funding availability, the design of a few of such physical improvements may be brought to detailed design.

E.1.3.2 Scope of Services

The project requires Consultant services in each of the following general project phases and service areas which are further described throughout the RFP:

Project Phase	Deliverables (s)
Phase IA: Project Background and Schematic Design (30%)	<ul style="list-style-type: none">• Analysis of Draft Peggys Cove Master Plan and interpretation of supporting Studies. Listing of pre-design design requirements for each of the elements in the Draft Peggys Cove Master Plan detailed in Appendix E.• Design Development Report: Preliminary Site Plan Drawings including key elevations for each design element.
Phase IB: Development of Phase IA Class C Estimate	<ul style="list-style-type: none">• Associated Class C breakdown of cost for associated elements identified in Phase IA.
Phase IIA: 60% Design Development of Phase IA Design Elements	<ul style="list-style-type: none">• Drawings for each of the elements included in the Project Brief (Appendix E) including plans, elevations, sections and key details.• Specifications separate document following the Master Format.• Deliveries of complete Topographical study used as support in the design.• Deliveries of complete Geotechnical study used as support in the design.
Phase IIB: Development of a Class B Cost Estimate for Phase IIA Elements	<ul style="list-style-type: none">• Associated Class B Estimate for 60% Design for elements designed in Phase IIA.

<p>Phase III: Complete Construction Documents for design elements identified under Phase IIA items (As approved under Add Alternates section C.4.1. and described Appendix E)</p>	<ul style="list-style-type: none"> • Detail Design drawings for each of the elements included in the Project Brief (Appendix E) including plans, elevations, sections and all details required to tender the work. • Specifications separate document following the (NMS) Master Format. • Preparation of For Construction Documents (Plans and specifications) including any addendum information provided during tender. DNS is to administer the tender and award phase of this project.
<p>Phase IV: Post Design Services for Approved Add Alternates listed for Phase III; Refer to section C.4.2.</p>	<p>Construction Consulting Services including periodic site observations and associated reports, site visits, review of RFIs and Submittals.</p>

E.1.3.3 Design Principles

The Consultant will be required to adhere to all appropriate design principles and shall design the Peggys Cove Infrastructure improvements, as it applies, to accommodate the following:

- a. To safely carry out the design in accordance with the National Building Code of Canada, Transportation Association of Canada (TAC) Standards, Nova Scotia Transportation and Infrastructure Renewal (NSTIR) Design Standards, Accessibility Standards as well as Halifax Water Commission design requirements. The new parking, trail and bridge shall follow low impact design and storm water management guidelines. The design shall include but not limited to, horizontal and vertical geometrics, stormwater, pedestrian, pavement marking and signing plans.
- b. Maintain the value of Provincial Parks.
- c. To meet or exceed inundation levels in accordance to sea level rise predictions and wave action resulting from Peggys Cove Coastal Study (in progress).
- d. To have a minimum design service life of one hundred (80-100) years.
- e. Where avoidance is not possible or suitable, minimize impacts to the areas identified in the Peggys Cove Wetland Delineation and Ecological studies to all the permissible requirements. When an impact is identified, provide rationale for any wetland alteration.
- f. Where avoidance is not possible or suitable, minimize impacts to elements of archeological significance as identified in Peggys Cove Archeological Screening and Reconnaissance Report. Integrate the improvements with surrounding elements or potential interpretation opportunities (by others).
- g. To effectively manage vehicular traffic (personal and commercial vehicles, buses, motorcycle, etc.) and its impacts on pedestrian safety, noise and air pollution nuisance and illegal parking to accommodate three seasons: Off season (mid November to May), Summer (June to August) and Cruise Seasons (peaks in September and October), according to traffic reports provided by Develop Nova Scotia.
- h. Efficient operation and maintenance, with complete operating manuals and drawings
- i. To consider the existing character and unique landscape and settlement pattern in Peggys Cove, as described in the Draft Peggys Cove Master Plan, in the design of all physical infrastructure so that it minimizes visual impact where appropriate and/or complements the existing quality of the community.

E.2 PROJECT ADMINISTRATION

E.2.1 General Requirements

E.2.1.1 DNS Project Manager

- a. The Project Manager assigned to the project shall represent Develop Nova Scotia.
- b. The Project Manager is directly concerned with the project and is responsible for its progress on behalf of DNS
- c. The Project Manager is the liaison between the Consultant, NSTIR, Community and other stakeholders.
- d. DNS administers the project and exercises continuing control over the project during all phases of development.

E.2.1.2 Lines of Communication

- a. Unless otherwise directed by the Project Manager, conduct all project communication through the Project Manager only.
- b. Direct communication between members of the Project Team on routine matters is required to enable the discussion and resolution of technical matters. However, no communication shall alter the terms of the project scope, budget or schedules unless directed in writing by the Project Manager.

E.2.1.3 Media

Do not respond to requests for project related information or questions from the media. Direct such inquires to the Project Manager.

E.2.1.4 Project Response Time

Key personnel of the Consultant and Sub-Consultant and/ or specialists shall be personally available, or have an acceptable substitute available, to attend meetings or respond to inquiries within one (1) working day.

E.2.1.5 Project Progress Meetings

- a. The Project Manager shall arrange and chair Project Progress Meetings. These shall be held generally every 2 weeks throughout the project development and construction periods. Attendees will include the Consultant and sub-consultant, if any, and as required, DNS Project Team Members, and may include other stakeholders as required.

Items shall include, but are not limited to:

- Design progress
- Review and discuss results of studies, analysis, etc.
- Project planning, monitoring and control
- Cost
- Risk
- Quality
- Scope
- Environment
- Community Liaison Committee (DNS Planner)
- Health and Safety

- b. DNS will record the issues and decisions, as well as prepare and distribute minutes to all participants within seventy-two (72) hours of the adjournment of the meeting.
- c. These meetings shall be held in the main offices of Develop Nova Scotia, during design phase. Allow for (2) meetings to occur at the VIC at Peggys Cove.

E.2.2 Submissions, Reviews and Approvals

2.2.1 General Submission Requirements and Project Deliverables

- a. Unless otherwise specified, where deliverables and submissions include summaries, reports, cost estimates, schedules, drawings, plans, specifications, submit electronic copies in the following formats:

<u>Deliverables</u>	<u>Software Format</u>
Written Reports and Studies	Microsoft Word
Spreadsheets and budgets	Microsoft Excel
Presentations	Microsoft PowerPoint
Schedules	Microsoft Project or Merlin
Drawings	AutoCad (.dwg) and PDF
Specifications	Microsoft Word

2.2.2. Acceptance of Project Deliverables

- a. While DNS acknowledge the Consultant’s obligation to meet project schedule requirements, the project delivery process entitles DNS and NSTIR to review the work. DNS and NSTIR reserve the right to reject undesirable or unsatisfactory work. The Consultant shall obtain from the Project Manager acceptance during each of the project phases.
- b. Acceptances indicate that based on a general review of material for specific issues, the material is considered to comply with DNS objectives and practices, and that overall project objectives are being satisfied.
- c. The acceptance does not relieve the Consultant of professional responsibility for their work and compliance the contract, with applicable codes, standards and regulations.
- d. DNS and NSTIR acceptances do not prohibit rejection of the work, which is determined to be unsatisfactory at later phases of review. If progressive design development or time, cost, or risk updates or technical investigation reveals that earlier acceptances shall be withdrawn, the Consultant is responsible for re-designing work and re-submitting for acceptance at the Consultant’s cost.
- e. During each review period, maintain full production on the project, and revise documents as necessary and when review of DNS and NSTIR comments are received.
- f. Comply with the approved submissions and direct Sub-consultants to coordinate their work in accordance with the approved submissions.
- g. Obtain acceptance by stakeholders and other agencies to supplement DNS and NSTIR acceptances. DNS will liaison that process with NSTIR. Assist the Project Manager in securing all such acceptance and adjust documentation as required by such Authorities when securing acceptance. Lands and

Forestry or other impacted landowners are recognized to have the ability to accept or reject deliverables that affect them.

h. Refer to E.1.3 Project Schedule for timelines for review and acceptance by DNS.

E.3 REQUIRED SERVICES

E.3.1 General Service Requirements

The General Service Requirements identified in this section apply to all other sections of the RFP document. Specific requirements (activities, deliverable, etc.) relating to these General Service Requirements at various stages of the project development and implementation, are presented in each of the subsequent sections.

It is understood that DNS and NSTIR will perform a review and provide comments at each stage of the design process, including but not limited to pre-design, Schematic Design (30%), Design Development (60%) and Final Design (100% as applicable). The Consultant shall provide documentation demonstrating how DNS and NSTIR comments were addressed for each review stage and prior to proceeding to the following stage of design.

E.3.2 Phase IA: Project Background and Schematic Design

E.3.2.1 General Requirements

In this phase, the Consultant and sub-consultants shall:

- a. Review, analyze the Draft Peggys Cove Master Plan
- b. Review and analyze all available existing information and background studies; refer to section Appendix D.2.1.
- c. Conduct a literature review to identify all new technologies and innovation that may be incorporated into the design
- d. Identify all additional information or studies that shall be needed to deliver the project
- e. Carry out specific site studies and technical investigations, described herein, in order to obtain essential information needed potential layouts, and ultimately completion of the project
- f. Identify and verify all authorities having jurisdiction over the project, as well as all codes, regulations and standards that apply
- g. Develop a detailed project work breakdown structure, and detailed project schedule.
- h. Deliver a comprehensive Pre-Design Report covering all of the above elements
- b. The approved Pre-Design Report shall become the formal project work plan and shall be used throughout the project to guide the delivery of services

E.3.2.2 Studies

The Consultant shall carry out the following two (2) studies, which are deemed to be included in the scope of services for this project, and shall be included in the Consultant's price proposal, as per the details provided for each study.

The studies shall be incorporated into the Detailed Project Schedule. The Consultant is to complete the studies as part of the design process to be able to decide and confirm the design direction and incorporate the studies recommendations into the final design. It is understood that some studies may need to be initiated in the Pre-Design phase in order to develop concepts, but further analysis and

completion of the studies would be expected to occur on the selected design option in the Design Development phase.

As it applies to each of the alternate pricing identified in section C.4., the scope and cost of applicable studies required for the completion of the design are to be made part of the contract.

a. Geotechnical Investigation and Analysis

1. Purpose

To carry out site geotechnical investigations, including a sufficient number of bore holes drilled at appropriate locations, to obtain accurate soils and bedrock coefficients and parameters for the complete design of the substructure of the proposed infrastructure improvements and dewatering requirements.

2. Scope and Conditions

- Some of the areas to be tested may include private lots or crown land. Contact Develop Nova Scotia should the consultant is required to enter any private properties or crown land at least (3) days in advance; DNS will assist by contacting the community and/or facilitate approvals to enter the affected property. Approvals may depend on the type of activity being done at the site.
- Provide all necessary expertise, services and equipment and take full professional responsibility for the geotechnical program; to carry out site geotechnical investigations, including a sufficient number of bore holes drilled at appropriate locations, to obtain accurate soils and bedrock coefficients and parameters for the complete design of the Peggys Cove infrastructure improvements.
- Provide the services of a qualified geotechnical engineer to supervise the field investigation, interpret and analyze the results, and make recommendations.
- Produce a report on the findings and analyses including: Executive Summary, Scope of Work, Methodology, Analysis, Results, Recommendations and Conclusions. The report shall include records of the field investigations. The report shall also include analysis and recommendations on construction using crushed granite (parking lot and trails) and recommended foundations for infrastructure upgrades.
- Submit the report for review and approval.

b. Detail Survey and Topographical Studies

1. Purpose

To determine detail survey and topographical data required for the design of all infrastructure improvements outlined in the Draft Peggys Cove Master Plan.

2. Scope and Conditions

- Some of the areas to be tested may include private lots or crown land. Contact Develop Nova Scotia should the consultant is required to enter any private properties or crown land at least (3) days in advance; DNS will assist by contacting the community and/or facilitate approvals to enter the affected property. Approvals may depend on the type of activity being done at the site.
- Provide all necessary expertise, services and equipment and take full professional responsibility for the survey and topographical study of the design elements and surrounding areas affected by such improvements.
- Provide the services of a qualified surveyor to conduct the study.
- Provide final survey report in pdf and CAD formats.

E.3.2.3 Schematic Design (30%)

The Consultant shall review the Draft Peggys Cove Master plan and supporting studies (Section E.3.2.2 and Appendix D.2.1), develop and analyze options to prepare a schematic design in sufficient detail to:

- a. Translate the project requirements into design criteria and parameters
- b. Illustrate the Design Concepts that optimize the achievement of all Project Requirements and of all design criteria and parameters
- c. Develop alternative construction implementation strategies as it applies
- d. Recommend a preferred option to be developed further under later phases.
- f. The consultant shall identify land impacts and acquisition needs during the design process.

At this stage the Consultant shall also review all required analysis of Regulatory Requirements including but not limited to:

- Regulatory or statutory requirements affecting this project and describe their potential impact on the project
- Identify all Authorities having Jurisdiction over the project and confirm their technical and regulatory requirements, as well as their review and approval requirements at the various project phases
- Confirm all applicable codes, regulations and standards that shall govern the design and implementation of the project
- Prepare and submit, for the review and approval of the Project Manager a summary of the Analysis and Regulatory requirements for the project

In addition to the studies described in Section E.3.2.2 and Appendix D.2.1. and without being limited to the following, the Consultant shall visit and inspect the project site and surrounding areas to:

- Conduct all necessary site inspections, surveys, measurements, evaluations, etc. to obtain additional detailed data required to supplement information contained in existing documentation
- Become familiar with the site's geographical and hydrological features
- Correlate the information contained in existing project documentation with actual on-site features and conditions
- Verify information contained in the site plans and record all discrepancies or needed adjustments
- Identify possible locations for mobilization and storage of construction materials and equipment
- Verify the availability and capacity of local utility services that may have an impact on the project
- Identify, at the earliest stage, potential traffic issues related to construction during high peak visitation periods and low visitation periods
- Identify local issues and constraints that may affect the project
- Identify issues and/or opportunities relating to environmental protection, sustainable development, or waste management, that may warrant further consideration
- Consult with local personnel with respect to site-specific performance issues and operational requirements
- Prepare and submit, for the review and approval of the Project Manager a summary of the Site Surveys and Inspections, including recommendation for adjustments to the Project Requirements

From the above, identify, develop and analyze at least three (3) design options for review and approval by DNS and NSTIR, as applicable, for each of the following elements identified in the Draft Peggys Cove Master Plan;

a. Lighthouse turn around areas

The Draft Master Plan recommends reconfiguration of the existing p-loop at the top of the hill near the Sou'Wester/lighthouse to a turning circle and layby area. This will reduce pedestrian conflict, improve access to the Sou'Wester parking area and create space to allow for a viewing platform and arrival area (see b. below). This work includes the turning circle and integration of the Sou'Wester parking area, but does not include improvements to the Sou'Wester southern parking lot edge.

A gravel and pavement area at turning circle is also recommended along with traffic signs and a new wood boardwalk and railing connecting it to the Viewing Platform and Arrival area (item b below). A new, crushed granite walk on the eastern side of the road between the VIC and the Sou'wester may also accommodate the pedestrian traffic on this section of the road during the off-season. For more information refer to the Draft Peggys Cove Master Plan (section 4.1.1 and related appendices).

b. Viewing Platform and Arrival Area

A wood boardwalk seating area with flexible seating options including an area for common gathering is proposed among other ideas. The timber deck shall extend to the end overlooking rocks and shoreline, with views directly at Lighthouse and waves below. Includes paths that go directly onto rocks for closer views of Lighthouse, can be closed off during bad weather. The viewing area is to tie to the Lighthouse turn around reconfiguration and safe walking routes. For more information, refer to the Draft Peggys Cove Master Plan (section 4.3 and related appendices).

c. Over-flow Parking Lot, Trails and Pedestrian Bridge

A new, low impact crushed granite gravel overflow parking lot is being proposed. Consultant is to determine the minimum size of the overflow lot from the interpretation of the Traffic information provided within this RFP. The lot is to be accessed off of Highway 333, and may require a left-turn lane. The lot will be signed as "Peggys Cove Overflow Parking" and will be gated off and closed when not in use. It will also be graded in a manner that it is set down approximately 2 metres into the landscape and located behind a ridge such that cars will not be visible in the lot either from the community or from Highway 333. All water run off impacts created by this parking lot is to be considered and minimized. Speed recommendation changes along Hwy 333 required and infrastructure improvements to accommodate the turning lane, will be made part of the deliverables (Appendix C, 3.3 Draft Peggys Cove Master Plan).

A wood pedestrian bridge across Clam Pond including a granite abutment is being considered to connect the overflow lot to the VIC Parking Lot. The overflow lot will be connected to Peggys Cove via two granite crushed trails, that together create a walking loop. Only the short walking trail, connecting the overflow lot to the bridge and VIC are to be considered at this design stage.

For more information refer to the Draft Peggys Cove Master plan (section 4.1.5 and related appendices).

d. VIC Parking Lot Improvements

The VIC parking lot is proposed to be reconfigured to include a turn-around and pick-up/drop-off for the shuttle at the deck in front of the VIC. The lot is enlarged slightly, so that it can flexibly hold a variety of vehicle types. Two line paving patterns in separate colours will delineate the various vehicle configurations. For more information refer to the Draft Peggys Cove Master Plan (section 4.1.3 and related appendices).

e. Public Washroom improvements at the VIC

The composting toilet facility at the VIC has been in place for 25 years, was recently renewed, and has generally been considered a success (both technically and in terms of visitor experience) in the difficult servicing environment at Peggys Cove. An expansion of the capacity of existing VIC washrooms is being proposed to accommodate the new demands for washroom facilities required during Summer, and especially Cruise season, the future needs of the overflow parking lot. For more information refer to the Draft Peggys Cove Master Plan (section 4.4.1 and related appendices).

f. Traffic Management System / Gate System and Shuttle Service

A new traffic management system is being proposed by the Draft Peggys Cove Master Plan to alleviate congestion challenges and improve pedestrian safety, incorporating all above design elements including but not limited to spatial constraints due to granite landscape, shuttle service at regular intervals and the operation of automatic lifting gates while allowing easy access to residents, guest business operators, etc. This RFP includes the analysis, feasibility and design for the implementation of a successful traffic management system that takes into consideration traffic and pedestrian counts provided with this RFP. For more information refer to the Draft Peggys Cove Master Plan (section 1.2a and 1.b – Appendix C and related information).

g. Raising of section of Peggys Cove Road

The Draft Peggys Cove Master Plan proposes that a portion of Peggys Cove Road along low-lying waterfront is raised approximately 1 meter to protect against projected sea level rise and storm surge over the next 100 years. The consultant shall verify and confirm with the total height and extent of the road to be raised using DNS's coastal engineering study findings to be provided in the next few weeks. The coastal engineer employed by DNS will provide a wave transformational analysis to aid the Consultant in the calculation of the required loads to adequately design the embankment protection. Consultant will be required to design surface drainage, erosion control and sediment control as well as to allow for future storm management structures under the road in coordination with the Halifax Water Commission requirements.

The consultant shall also review and propose storm management systems along Peggys Cove Road so that the surface drainage along adjacent areas to the raised road is properly managed in order to avoid adverse effects to adjacent properties. Refer to Appendix C, section 3.1b and related information in the Draft Peggys Cove Master Plan.

h. Church Road Intersection, Community Entrance Signage and Turn-Around ("P-Loop")

As the Summer season peaks, the VIC parking lot typically fills up and vehicles will be diverted to the over-flow parking lot. As the Cruise season peaks with its associated buses, the majority of passenger cars would need to be diverted. Therefore, a new turn-around at the intersection of the Peggys Point Road and Church Road is being proposed in the Draft Peggys Cove Master Plan as a diversion spot. This new intersection includes a three-way stop, pedestrian crossing to Church Road, and tourist signage including a discrete flashing sign when the VIC lot is full. A crushed granite trail is proposed from the P Loop to the Overflow Parking Lot. For more information refer to Section 4.1.4 and related Appendices in the Draft Peggys Cove Master Plan.

i. Boardwalk and Harbour Edge along raised Peggys Cove Road

The village itself with its wharves and fishing vessels, charming collection of structures perched on the rocks, fish sheds, homes, and tourist businesses has always been essential to the experience of Peggys Cove. Considering a raised road, and in order to improve pedestrian safety and visitation

experience (as visitors could better explore the fishing village), the Draft Peggys Cove Master Plan proposes a few interventions. One key improvement being explored is the creation of a wharf structure along Peggys Cove Road and the deGarthe Studio that extends around the base of the Cove, encompassing Roger Crooks' fish shed and ending near the public wharf. For more information refer to Section 4.2.2 and related Appendices in the Draft Peggys Cove Master Plan.

j. Community Breakwater Improvements Peggys Cove Road

The Draft Peggys Cove Master Plan proposes to raise and widen the existing community Breakwater 2.44m to protect against future storm events. The Consultant shall work with DNS's Coastal Engineer and resulting study to confirm final and provide modifications to the Community Breakwater including allowances for additional ballast as required. The Consultant shall work with DNS's Coastal Engineer's wave transformational analysis to evaluate current and future loading to such modified breakwater.

The Consultant shall also review the area between the breakwater and the new raised road to ensure that there are adequate storm management systems, if required, to avoid an adverse effect to the nearby properties. For more information refer to Section 4.2.2 and related Appendices in the Draft Peggys Cove Master Plan.

k. New Public Washrooms at the Peggys Cove Common

The Peggys Cove Common green space, created through fill necessary to raise Lobster Lane, presents an opportunity for subsurface irrigation of compost tea. A new composting toilet facility near the shuttle stop in the Cove and adjacent to the Common is being proposed in the Draft Peggys Cove Master Plan to provide facilities during peak season and special events. The Consultant shall design six universal toilets and one family washroom. For more information refer to Section 4.4.2 and related Appendices in the Draft Peggys Cove Master Plan.

l. Wastewater Management District (WWMD-3)

The establishment of a wastewater management districts (WWMD) is recommended by Draft Peggys Cove Master Plan as the long-term solution to allow for both residential and commercial growth in Peggys Cove and to address current issues. The Consultant shall design a new on-site system only pertaining to WWMD 3. The other WWMD are excluded from the scope of work. The WWMD comprised of three facilities as detailed in Section 4.4.3 and 2.3.c Appendix C of the Draft Peggys Cove Master Plan.

Among the design deliverables at this 30% Design stage provide:

- Analysis of Draft Peggys Cove Master Plan and interpretation of supporting Studies. Listing of pre-design design requirements for each of the elements in the Draft Peggys Cove Master Plan detailed in Appendix E.
- Design Development Report: Preliminary Site Plan Drawings including key elevations for each design element for all options proposed.
- Identify specific critical design issues that shall have to be resolved in design development, with broad recommendations on possible alternative solutions.

E.3.3 Phase IB: Development of a Class C Estimate (Phase IA Design Elements)

Upon the completion of Phase IA and approval of all layout by DNS, prepare and deliver a Class C breakdown estimate report by a qualified Cost Consultant for each of the design elements. The

estimate shall contain sufficient detail to further refine the design development requirements for the next stage as approved by DNS Project Manager.

E.3.4. Phase IIA: 60% Design Development (from Phase IA Schematic Design)

E.3.4.1 General Requirements

The Consultant shall obtain written authorization from the Project Manager before proceeding with the services related to Design Development from 30% to 60%. Based on the approved Design Concept Documents, the Consultant shall further develop the design option selected for refinement at the Design Concept phase, as selected by DNS and produce Design Development Documents to describe the scope, quality and cost of the project in sufficient detail to:

- a. Define the details of the design components, systems and materials, for all applicable disciplines
- b. and confirm their compliance with codes, standards and all other Project Requirements.
- a. Elaborate the detail of construction implementation strategies (e.g. phased construction, demolition, dewatering, traffic control, mobilization, duration, etc.)
- b. Identify and assess potential risks and recommend mitigation measures.
- c. Facilitate reviews, discussions and decisions relating to the design

E.3.4.2 60% Design Development Scope and Activities

a. Design Development Work Breakdown Structure and Schedule

Prepare and submit, for the Project Manager's approval, a detailed Design Development Work Breakdown Structure for each of the design elements of Phase IA outlining:

- Key activities, deliverables and milestones for the Design Development process, as outlined in the sub-sections that follow;
- Key activities, sequence and targets for completing the design of the various major technical elements comprising this project

b. Project Requirements/ Design Criteria and Parameters

- Verify and confirm the ongoing validity of the approved Project Requirements, including applicable Regulatory Requirements, Codes and Standards.
- Recommend adjustments to the Project requirements that may be deemed necessary as the Design Development progresses, or as other pertinent project data becomes available
- Revise the Project Requirements as required, to reflect approved adjustments

Based on the latest approved Project Requirements and confirmed regulatory requirements, codes and standards:

- Further develop all Phase IA design elements, update as required and describe, with supporting background and technical justification, the Detailed Design Criteria and Parameters that shall govern the design development.
- Prepare and submit, for the Project Manager's review and approval, a Report on Detailed Design Criteria and Parameters.

c. Design Development Documents

- Coordinate the design work of all relevant disciplines and prepare an integrated set of Design Development Documents, using appropriate combination of drawings, specifications and narrative reports, which shall cover all of the activities and requirements outlined in the paragraphs that follow.

- Clearly describe and substantiate the details of all design components, systems, materials and appurtenances associated with the various major technical elements comprising this project, including but not limited to:
 - The substructure components (including foundation system and hydraulic features, as applicable). At this stage the coastal engineer employed by DNS, in coordination with the coastal study will assist the Consultant in the determination of the design loads as a result of wave action on substructures.
 - The superstructure components (including inspection access and operational features as applicable); At this stage the coastal engineer employed by DNS, in coordination with the coastal study will assist the Consultant in the determination of the design loads as a result of wave action on superstructure.
 - Approaches to changes to existing Highway 333 to accommodate turning lane into overflow parking lot and associated storm water management system (in coordination with DNS and NSTIR Highway Planning and Design staff)
 - Any plumbing, mechanical and electrical systems required for the VIC washroom improvements and traffic management systems, including but not limited to lighting and special operational equipment, such as gates, as applicable.
- Demonstrate how the design incorporates and responds to the latest approved Detailed Design Criteria and Parameters, and the latest approved Project Requirements covering all elements listed in prior sections including but not limited to:
 - Project objectives, issues, constraints and challenges
 - Technical and performance requirements
 - Design principles, criteria and parameters
 - All applicable codes, regulations and standards
 - Findings and recommendations from the Environmental Assessment
 - Findings and recommendations from the various Site Studies and Technical Investigations, as they become available
 - O&M requirements
- Demonstrate how the design incorporates and responds to Construction Implementation Strategies and Requirements including, but not limited to:
 - Mobilization
 - Construction staging and scheduling, including lead times for special equipment, components and materials
 - Seasonal and environmental constraints
 - Demolition staging and duration
 - Rock breaking and noise control
 - On site granite crushing activities
 - Dewatering
 - Traffic control
 - Ongoing operation and functionality of existing assets
 - Construction site access, field office and storage areas

Among the design deliverables at this 60% Design stage provide:

- Develop and submit fully coordinated and integrated Design Development drawings at a sufficient level of detail to make design decisions and develop a Substantive Class “B” construction cost estimate.

- The Design Development drawings shall include all necessary sketches, plans, elevations, cross-sections and perspective views to ensure effective graphical representation of all design features and Construction Implementation Strategies and Requirements.
- Ensuring that all design and construction elements, components, systems and materials included in the project are covered, and integrating all applicable disciplines. Develop and submit lists and outlines of:
 - All applicable Provincial and National Master Specifications (NMS) sections to be used including draft Commission Specifications
 - Any additional specifications, not currently covered in the NMS, that shall have to be created based on Manufacturers' technical information, on provincial specifications or on other information from a recognized technical authority.
- Describe and submit detailed technical information and support data relating to the Design Development including, but not limited to:
 - A description and explanation of technical and/ or operational assumptions that may have been made, and based on which the design was developed
 - Design calculations and results of technical analyses
 - Design loads, geotechnical/ foundation design requirements, hydrologic and hydraulic design requirements, seismic design requirements, traffic control requirements, etc.
 - Dimensions, locations, alignments and sizes of all design components in sufficient detail to enable the design to be checked
 - Proposed materials and products requiring approval, with all related manufacturers' technical literature and specifications
- Provide a construction schedule that reflects the design and the proposed Construction Implementation Strategies and Requirements described in an earlier sub-section, and assess the impact on the overall project schedule
- Identify/ quantify potential risks associated with the design and construction, recommend risk mitigation measures.
- Produce a 3-Dimensional model and visual renderings of the proposed overflow lot, trails, bridge, viewing platform and turning circle at arrival area appropriate for use in presentations and other published materials. The final 3-D model shall be compatible with Autodesk products, such as but not limited to: Revit Structure, 3dsmax, Civil 3D, Infracore, etc.

d. Other Required Activities

Participate in all biweekly meetings outlined in prior sections. DNS Project Manager will record the issues and decisions, as well as prepare and distribute minutes to all participants within seventy-two (72) hours of the meeting.

E.3.5 Phase IIB: Development of a Class B Estimate (Phase IIA Design Elements)

Upon the completion of Phase IIA by DNS, prepare and deliver a substantive Class B breakdown estimate report by a qualified Cost Consultant for each of the design elements. Include a quantification of risks that may affect the overall project cost.

E.3.6 Phase III: Complete Construction Documents (Add Alternates: From Phase IIA Design Elements)

As approved by DNS under Add Alternates section C.4.1. the following deliverables must be provided for each of the Phase IIA Design options.

E.3.6.1 General Requirements

The Consultant shall obtain written authorization from the Project Manager before proceeding with the services related to the development of the Construction Documents.

The objective of the Construction Documents phase is to translate the approved Design Development Documents into construction drawings and Specifications to guide and direct the Contractor and Sub-contractors in carrying out their work on the project.

E.3.6.2 Complete Construction Documents Scope and Activities

The Consultant shall, for each stage of Construction Document preparation:

- Coordinate all disciplines and prepare integrated sets of construction drawings and specifications covering all disciplines
- Submit drawings and specifications for DNS and NSTIR review and approval, allowing 15 working days for this review
- Attend up to two (2) technical and document production meetings arranged by the Project Manager or by the Consultant, for review of Construction Documents; DNS Project Manager will prepare minutes of the meetings and distribute copies to all participants. The Consultant shall provide documentation demonstrating how DNS and NSTIR comments were addressed for each review stage.
- Upon approval from the Project Manager, submit drawings and specifications at appropriate stages, to Authorities Having Jurisdiction, for review and, as required, for approval. Report to the Project Manager comments received, approvals granted and changes requested.
- Provide details and report on Construction Implementation Strategies including such elements as: mobilization, phased construction, demolition, dewatering, traffic control, duration, field office and storage areas, sediment and erosion control, etc.
- Submit all recommended adjustments to Project Requirements. Update the Report on Project Requirements, as required to reflect approved adjustments.
- Provide updated Class "B" Construction Cost Estimates.
- Provide updated Construction and Project Schedules

Among the design deliverables at this Construction Document stage the Consultant shall:

- Prepare and submit Final For Tender Documents, including:
 - Complete sets of final drawings and specifications, signed and sealed by respective discipline specialists licensed in the Province of Nova Scotia.
 - Append any technical reports (extracts from Geotechnical Investigation) that shall form part of the Construction Documents, signed and sealed by respective discipline specialists licensed in the Province of Nova Scotia.
 - DNS will administer and administer the tender. However, consultant shall prepare any addendum support documentation originating from lack of clarity or coordination of documents, and required for pricing. The time for any substitution request, optional methods and the effect that these may have on cost or schedule during this stage shall be evaluated on a per diem basis.
- As required, submit Final For Permit Documents to Authorities Having Jurisdiction for review and obtain necessary permits. Report to Project Manager comments received, approvals granted or changes requested.
- Prepare and submit a written response to comments made by DNS and NSTIR and Authorities Having Jurisdiction on the submission reviews:

- Include clear indications on drawings and in specifications to how comments were incorporated in the subsequent submission; or
- In cases where comments are being challenged by the Consultant, provide an explanation of the reason for the challenges.

E.3.7 Phase IV: Post Design Services during Construction (Add Alternates: From Phase III Design Elements)

As part of this phase, the Consultant shall prepare and submit the following documents as it relates to completed Phase III design elements as follows:

- Terms of Reference for a complete program of Field Quality Control Testing specifying the scope of work, method, type, number and frequency and estimated unit costs, as well as the total estimated cost for all testing that shall be required during construction.
- Final report on the Project Requirements, including but not limited to:
 - Recommended adjustments to Project Requirements made during this phase
 - Details of all approved adjustments to Project requirements, including approved adjustments
- Final Report on updated Design Criteria and Parameters
- Final updated Commissioning Documents

Among the deliverables at this Post Design stage the Consultant shall:

- a. Design drawings and specifications (NMS Format) shall be marked “Issued for Construction” following tender close. “Issued for Construction” documents shall include all issued Addenda and clearly indicate in italics the changed sections in the specifications and/or drawings referencing notes with the addendum #.
- b. The drawings shall be reviewed and stamped by Professional Engineers licensed to practice in Nova Scotia, and they shall be provided in electronic (AutoCAD 2013 or later and PDF) formats in accordance with NSTIR CAD standards.
- c. Within five (5) days of the Construction Contract Award, attend (1) Construction Briefing Meeting at DNS’s office where the DNS Project Manager shall arrange and chair a Construction Briefing Meeting which shall be held at a time and place to be determined by the Project Engineer. Attendance by the Consultant is required. Attendance by sub-consultants shall be at the discretion of the Consultant. The purpose of the meeting is to:
 1. Introduce and confirm the key functions of the stakeholders involved in the project which shall include the following participants: DNS, NSTIR Project representatives, etc.
 2. Consultant Representatives (Project Manager, Sub-Consultants/ Specialists as required)
 3. Contractor and Subcontractors
 4. Representatives from Authorities Having Jurisdiction
 5. Confirm project objectives, issues, constraints and challenges to ensure that they are clearly defined, fully understood, and appropriately addressed during construction.
 6. Review and discuss the Contractor’s proposed Detailed Construction Schedule in conjunction with the latest approved Detailed Project Schedule and identify adjustments required to meet the project time objectives
- d. Attend Construction Progress Meetings: At the request of DNS, the Consultant and requested sub-consultants may be required to attend bi-weekly Construction Progress Meetings.
- e. The Consultant shall review the Water Control Requirements as follows:
 - Review the Contractor’s Water Management Plan and ensure that it is well thought out and sufficient to control project water flows during phased construction
 - Verify that the Contractor follows the Water Management Plan on request

- Advise the Project Manager of any issues arising that have the potential to disrupt the ability to control water
- f. The Consultant shall review the Contractor's Environmental plan requirements to ensure that it is well thought out and sufficient to prevent negative environmental effects.
- g. The Consultant shall be required to attend Site Visits and inspections as follows:
 - Establish a written understanding with the Project Manager, as to what stages or aspects of the Work are to be inspected by specialized personnel before subsequent Work proceeding.
 - Carry out inspections of the Work at key milestones to satisfy if Work is in conformity with Construction Documents
 - Advise the Project Manager in writing of all cases where the work does not conform with the Contract Documents.
 - Advise the Project Manager on remedial action to be undertaken to correct all cases where the work does not conform with the Contract Documents.
- h. In regard to the interpretation and Clarification of Contract Documents, or response to Request for Information (RFIs) the Consultant may be required to:
 - Have responsibility, and authority, to interpret the technical requirements of the Contract Documents
 - Provide interpretation and clarification of Plans and Specifications, as requested by the Project Manager in order that the project not be delayed.
 - Provide, at the request of the Project Manager, additional detail drawings that may be required to properly clarify or interpret the Contract Documents
 - Provide interpretations in writing and/or graphic format (as may be required), with reasonable promptness on the written request of either the Project Manager.
- i. The Consultant may be required to do the following as it relates to Submittals:
 - Provide a list of all submittals including product data, samples, shop drawings, etc., to the Project Manager which are to be submitted by the Contractor.
 - Review and take other appropriate action upon Contractor's submittals such as shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the Construction Documents.
 - Review shop drawings and verify that they are clearly detailed and dimensioned and that the Contractor is not proposing substitution of unacceptable construction materials
 - Return promptly to the Project Manager rejected shop drawings for approval
 - Return to the Project Manager approved shop drawings stamped "reviewed" by the Consultant
- j. The Consultant may be required to do the following as it relates to Construction Changes:
 - Not have authority to change work or the price of the Contract. All changes which affect project cost, schedule or design concept require approval of the Project Manager in writing.
 - Provide a full description, justification, cost estimate, and recommendation in writing for Contemplated Change Notices as requested by the Project Manager.
 - Review changes or substitutions proposed by the contractor, as requested by the Project Manager regarding materials or equipment, assess compliance with design intent and construction specifications, make recommendations of acceptance or rejection.
 - The time to review and provide recommendations on changes may be done on a per diem basis as it relates in conformance to Schedule B.
- k. Commissioning Plan; throughout the course of the Construction Phase, the Consultant may be required to:
 - Warranty period for DNS projects is 12 months from Substantial Completion.

- Review and verify that the Contractor's work and deliverables, pertaining to Commissioning, are produced in accordance with Contract specifications and with the requirements of the Commissioning Plan.
 - Review, and report on the progress of all Commissioning activities and documents, including problems and recommended courses of action.
 - Update the Commissioning Plan, including the schedule, as required to better reflect actual project conditions.
- The Consultant may be required to:
- Submit a copy of the draft Operation and Maintenance Manual to the Project Manager for review and comments
 - Ensure the Operation and Maintenance (O&M) Manual is finalized before the staff training sessions
- l. The Consultant shall be required to do the following as it relates to Substantial Performance:
- Conduct with the Project Manager the Substantial Performance Inspection and record any deficiencies
 - Estimate the costs for correcting deficiencies and completing the Work, including any work that shall be postponed for operational, climatic or environmental reasons, and request from the Contractor a work plan and a schedule for carrying out all corrective actions
- m. The Consultant shall be required to do the following as it relates to Certification of Completion:
- Conduct with the DNS Project Manager a final inspection of the work and verify that the work is fully complete.
 - Estimate the costs for correcting deficiencies and completing the Work, including any work that shall be postponed for operational, climatic or environmental reasons, and request from the Contractor a work plan and a schedule for carrying out all corrective actions
 - Verify that all items are correctly stated and that all required signatures are obtained -
 - Submit completed documents and all supporting document.
- n. The Consultant shall be required to do the following as it relates to as-builts and record drawings:
- Following the take-over, obtain as-built marked-up hard copies and electronic copies from the Project Manager
 - Verify that As-built Drawings:
 1. Are complete and accurate
 2. Reflect actual post construction conditions and measurements
 3. Incorporate relevant data from approved shop drawings and installed component data
 4. Show deviations in construction from the original contract drawings, including changes resulting from change orders or from on-site instruction.
 5. Produce record drawings by incorporating As-built information into project drawings
 6. Prepare and submit, for the Project Manager's approval a complete set of record drawings, stamped and signed by Consultant:
 - As-built drawings
 - Final shop drawings
 - Record drawings

APPENDIX F
RFP DNS-1920-0026 CONSULTING SERVICES FOR THE DESIGN OF INFRASTRUCTURE
IMPROVEMENTS FOR PEGGYS COVE
Non-Disclosure and Confidentiality Agreement

This **NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT** effective this _____ day of _____, 2019 (“**Agreement**”)

BETWEEN:

DEVELOP NOVA SCOTIA CORPORATION LIMITED,
(“Develop Nova Scotia”)

OF THE FIRST PART

-and-

(the “Recipient”)

OF THE SECOND PART

(each a “**Party**” and collectively, the “**Parties**”)

WHEREAS Develop Nova Scotia has issued *Request for Proposals DNS-1920-0026 –for Consulting Services for the Design of Infrastructure Improvements for Peggys Cove Master Plan dated November 22, 2019* (the “**Project**”);

AND WHEREAS in connection with the Project, Develop Nova Scotia will be providing Confidential Information (as herein defined) to the Recipient;

AND WHEREAS the Recipient is required to execute a Non-Disclosure and Confidentiality Agreement in connection with the Project;

AND WHEREAS Develop Nova Scotia has agreed to disclose information about the Project, subject to the Recipient signing and returning a copy of this Agreement to Develop Nova Scotia and complying with the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of Develop Nova Scotia agreeing to disclose the Confidential Information to the undersigned Recipient, the Recipient hereby undertakes, covenants and agrees with Develop Nova Scotia as follows:

1. Interpretation

In this Agreement:

(a) **“Confidential Information”** means all material, documents, knowledge and information provided by or on behalf of Develop Nova Scotia or its Representatives in connection with the Project, whether before or after the date this Agreement is signed by the Recipient, either orally or in writing, or in other visual or electronic form, including, without limitation, all design, operational and financial information, together with all technology, processes, protocols, operating methods, equipment, business plans, strategies, analysis, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records, or other information in hard copy, electronic or other form.

Notwithstanding the foregoing, Confidential Information does not include information which:

(i) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Recipient or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information or the Project;

(ii) is subsequently communicated to the Recipient by an independent third party, other than a third party introduced to the Recipient by Develop Nova Scotia or connected with the Project, without breach of this Agreement and which information that party did not receive directly or indirectly under obligations of confidentiality;

(iii) was rightfully in the possession of the Recipient or was known to the Recipient before the date of this Agreement and did not originate, directly or indirectly, from Develop Nova Scotia as evidenced by the Recipient’s written records; or

(iv) was developed independently by the Recipient without the use of or reference to the Confidential information.

(b) **“Permitted Purposes”** means evaluating the Confidential Information for the purpose of preparing a bid response in connection with the Project, or any other use expressly permitted by this Agreement.

(c) **“Recipient”** means an entity that wishes to receive any Confidential Information for Permitted Purposes, and that executes and delivers this Agreement to Develop Nova Scotia.

(d) **“Representative”** means any employee, advisor, consultant, key personnel, contractor, subcontractor, director, office or agent of a Party.

2. Confidentiality

The Recipient shall keep all Confidential Information in the absolute strictest confidence, and shall not, unless otherwise required by law or pursuant to an order of a court of competent jurisdiction, disclose or permit any of its Representatives to disclose, in any manner whatsoever, or use, or allow any of its Representatives to use any Confidential Information, directly or indirectly, for any purpose other than the

Permitted Purposes, without the prior written consent of Develop Nova Scotia, which consent may be withheld by Develop Nova Scotia in its sole discretion.

Further, the Recipient will not disclose or permit to be disclosed the Confidential Information (or any part thereof) at any time except only to such of its Representatives who are directly concerned with the Project on behalf of the Recipient and whose knowledge is essential for the Permitted Purpose.

The Recipient shall make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure except disclosure that is expressly permitted under the terms of this Agreement. Develop Nova Scotia may, in its sole discretion, require each Recipient to provide evidence, satisfactory to Develop Nova Scotia, of its compliance with the provisions of this Section 2 and the other provisions set out in this Agreement, and the Recipient agrees to promptly comply with any such requirement.

3. Ownership of Confidential Information

Develop Nova Scotia owns all right, title and interest in the Confidential Information.

4. Term

This Agreement will be effective as of the date of this Agreement but will apply to any Confidential Information disclosed to the Recipient from Develop Nova Scotia in connection with the Permitted Purpose prior to such date and the Agreement will continue in effect for a period of fifteen (15) years.

5. Disclosure

If the Recipient or any person to which the Recipient discloses any Confidential Information pursuant to this Agreement or which learns any Confidential Information because of the action or inaction of the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient will notify Develop Nova Scotia promptly so that Develop Nova Scotia may seek an injunction, protective order or other appropriate remedy or, in Develop Nova Scotia's sole discretion, waive compliance, in whole or in part, with the terms of this Agreement.

If no such injunction, protective order or other remedy is obtained, or if Develop Nova Scotia does not waive compliance in whole or in part with the terms of this Agreement, the Recipient will exercise all reasonable efforts to obtain reliable assurance that the Confidential Information will be accorded confidential treatment.

The Recipient acknowledges and agrees that Develop Nova Scotia may disclose this Agreement or portions thereof as may be required pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Nova Scotia).

The Recipient acknowledges that Develop Nova Scotia has entered into a service agreement with SAP Canada for the provision of contract management software solutions and related services and may enter into service agreements with other providers of comparable services. The Recipient irrevocably agrees that notwithstanding anything contained in this Agreement, Develop Nova Scotia is authorized to disclose this Agreement or portions thereof to SAP Canada and to any other provider of comparable services to Develop Nova Scotia, solely to enable SAP Canada, and where applicable such other service provider, to

fulfill its obligations under its service agreement with Develop Nova Scotia, and for no other purpose whatsoever.

6. Return or Destruction

On written request, the Recipient will promptly deliver to Develop Nova Scotia, or destroy, all documents and copies thereof in its possession or control constituting or based on the Confidential Information, and the Recipient will confirm such delivery or destruction to Develop Nova Scotia in writing, provided that the Recipient may maintain confidential copies of such information to the extent and in such manner as is required by court order, regulatory bodies or government agencies having jurisdiction over such Recipient or otherwise pursuant to applicable law. However, all such retained copies of the Confidential Information shall continue to be subject to the provisions of this Agreement.

7. Acknowledgement of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that Develop Nova Scotia may be harmed if any provision of this Agreement were not complied with or performed by the Recipient or any party, including any of the Recipient's Representatives, to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be not compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that Develop Nova Scotia shall be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to and not in substitution for any other remedy to which Develop Nova Scotia may be entitled at law or in equity.

The Recipient agrees that it shall indemnify Develop Nova Scotia, and each of its Representatives, and save them harmless from and against any and all loss, costs, damages, expenses, demands, claims and liabilities of any kind or nature (including, without limitation, legal fees on a full indemnity basis) suffered or incurred by any of them as a result of or arising out of any breach of any of the provisions of this Agreement by the Recipient, or any party, including any of the Recipient's Representatives, to whom the Recipient provides Confidential Information.

8. No Representation or Warranty

The Recipient acknowledges that Develop Nova Scotia makes no representation or warranty, express or implied, as to the relevance, accuracy or completeness of any Confidential Information or other information Develop Nova Scotia makes available to the Recipient. The Recipient will be solely responsible for independently informing and satisfying itself with respect to any and all information.

9. No right or License or Partnership

Apart from the limited rights set forth in this Agreement, no right or license is granted to the Recipient or to any party to whom the Recipient may disclose Confidential Information. This Agreement shall not be construed as creating a joint venture, partnership or other form of business association between the Parties.

10. Waiver

No failure to exercise and no delay by Develop Nova Scotia in exercising, any right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

11. Survival

Notwithstanding anything else to the contrary in this Agreement, the provisions of this Agreement will survive any termination of this Agreement between the Parties, and any termination of the Project.

12. Severability

If any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then that portion shall be deemed to be severed and the balance of this Agreement will remain in full force and effect.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein. The Recipient irrevocably submits to the exclusive jurisdiction of the Courts of the Province of Nova Scotia.

14. Headings

The headings in this Agreement have been inserted for convenience of reference only, and do not constitute a part of this Agreement, and shall not be taken into consideration in the interpretation of this Agreement.

15. Inurement

This Agreement shall endure to the benefit of Develop Nova Scotia and bind the Recipient and its successors and assigns.

16. Non-Assignment

The Recipient shall not at any time assign this Agreement or its interest in this Agreement.

17. Authority

The Recipient represents and warrants that it has the full legal capacity and authority to enter into this Agreement and to assume the obligations hereunder.

Signature Page To Follow

18. Entire Agreement

This Agreement supersedes all prior discussions and agreements relating generally to the same subject matter.

The parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

**DEVELOP NOVA SCOTIA CORPORATION LTD.
("Develop Nova Scotia")**

("the Recipient")

Per: _____
(Authorized signature of Develop Nova Scotia)

Per: _____
(Authorized signature of Receiving Party)

(Name of Authorized Signatory for Develop Nova Scotia)

(Name of Authorized Signatory for Receiving Party)

(Title of Authorized Signatory for Develop Nova Scotia)

(Title of Authorized Signatory for Receiving Party)