REQUEST FOR QUOTATION
DeGARTHE STUDIO REVITALIZATION
and WASHROOMS AT THE COVE
Peggys Cove, Nova Scotia

For Develop Nova Scotia

Date Issued: Wednesday, September 16th, 2020
Questions Deadline: Tuesday, September 22nd, 2020
Submission Deadline: Thursday, October 1st, 2020 @ 2:00PM AST

Request for Quotation Number: RFQ DNS-2021-0068
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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation

This Request for Quotation (the “RFQ”) issued by Develop Nova Scotia Limited (“Develop Nova Scotia”) is an invitation to prospective and qualified construction companies to submit bids for **DeGarthe Studio Revitalization and Peggys Cove Washrooms at the Cove** as further described in the RFQ Particulars included in Appendix D (the “Deliverables”). This RFQ is being conducted pursuant to the Nova Scotia Sustainable Procurement Policy and Procurement Manual.

Work described in this RFQ for the DeGarthe Studio Revitalization is comprised of the demolition and removal of the existing Studio’s foundation and its replacement with the construction of a new timber crib with a higher elevation to match the new Peggys Point Cove Road boardwalk elevation (construction work in progress). Additionally, the building will undergo structural improvements with floor repairs, new windows and doors, exterior sheathing, cedar shingle siding, corner trim, roof, gutters, and existing hatch repair. This project includes the lifting and placement operation from the existing crib onto a prepared granular pad, then lifting back onto the new crib.

Work described in this RFQ for the Washrooms at the Cove is comprised of the site grading, excavation for foundation, foundation construction, compostable washroom installation (5 units), 670 sq. ft. building construction, including equipment in basement, washrooms on main level), concrete sidewalk, BFT (or equivalent) supported wooden boardwalk, fencing, power/lighting, ventilation AED, and landscaping. Site grading will occur to restore disturbed areas back to a natural appearance. This project will occur in tandem with the DeGarthe Studio Revitalization and will require construction phasing and coordination with the Peggys Cove Point Road Raising and boardwalk (by TIR) to facilitate each project. All new infrastructure is expected to be constructed to enhance accessibility.

The project is located at 119 Peggys Point Road in Peggys Cove, Nova Scotia. Site visit shall be **Tuesday, September 22nd, 2020 at 10:00 AM Atlantic Standard Time**, meeting location is at the Peggys Cove Visitor’s Information Centre parking lot east of the DeGarthe Studio. Should impending weather require the visit to be rescheduled, Develop Nova Scotia will notify bidders 24 hours prior to the scheduled visit. Deadline for questions is **Thursday, September 24th, 2020**. Please note that provincial COVID public health policy is to be followed for this meeting. Social distancing, and the use of a facemask when social distancing isn’t practical will be required. Personal Protective Equipment such as work boots is advised.

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.

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.

Develop Nova Scotia will focus on planning, development and management of land and infrastructure by and for and with people. When we make people the centre of our work, we develop strong places that are diverse and authentic and unique in character, not to mention environmentally sustainable and
socially inclusive.

More information can be found at: developns.ca

1.2 RFQ Contact

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

Tim Jordan, P.Eng  
Project Manager  
Develop Nova Scotia  
Suite 301 – 1875 Upper Water Street  
Halifax, Nova Scotia B3J 1S9  
Email: tim.jordan@developns.ca  
Fax: (902) 422-7582

Alternate Contact:  
Eva Parada  
Senior Infrastructure Manager  
Develop Nova Scotia  
Suite 301 – 1875 Upper Water Street  
Halifax, Nova Scotia B3J 1S9  
Email: eva.parada@developns.ca  
Fax: (902) 422-7582

Bidders 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 RFQ Contact or their designate, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s response.

1.3 Contract for Deliverables

The selected bidder 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 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 RFQ. The initial term of the agreement will be for a period of six month(s). The Develop Nova Scotia reserves the right to extend the agreement for three month(s) beyond the initial term, for an overall potential maximum of nine months in total. The successful bidder will be issued a Service Agreement by Develop Nova Scotia for the Deliverables.

1.4 RFQ Timetable

<table>
<thead>
<tr>
<th>Issue Date of RFQ</th>
<th>Wednesday, September 16th, 2020</th>
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<tbody>
<tr>
<td>Deadline for Questions</td>
<td>Thursday, September 24th, 2020</td>
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<tr>
<td>Deadline for Issuing Addenda</td>
<td>Monday, September 28th, 2019</td>
</tr>
<tr>
<td>Submission Deadline Date and Time</td>
<td>Thursday, October 1st, 2020 @ 2:00 PM AST</td>
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Rectification Period | 5 business days
---|---
Anticipated Ranking of Bidders | Thursday, October 8th, 2020
Contract Negotiation Period | 5 business days
Anticipated Execution of Agreement | Thursday, October 15th, 2020

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

1.5 Submission of Bids

1.5.1 Electronic Submissions
All submissions are to be delivered electronically (by email) to procurement@developns.ca. Hard copy submissions (mailed) or faxed copies will not be accepted. Proponents will automatically receive notification of submission delivery – this will act as the proof of delivery. Proponents who do not receive this notification should seek clarification (please check your junk folder first).

Submission/file details shall contain details as follows:
1.5.1.1 Submission subject lines MUST read “DNS-2021-0068” only;
1.5.1.2 Submissions should be sent in one email, if possible, and be less than 100 mb in size. Proponents whose submissions exceed their internet service delivery limits may send their emails in multiple parts. Proponents who split submissions into multiple emails should indicate this in the opening line of their email’s free text. For example, “Email 1 of 2” followed by “Email 2 of 2”. Proponents should make every effort to minimize submission file sizes;
1.5.1.3 Submissions must be in Adobe PDF, Microsoft Word and/or Microsoft Excel format (unless a specific change is indicated and approved by the Tender process Point of Contact); and
1.5.1.4 Submissions may be Zipped.

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

1.5.3 Bids to be submitted in Prescribed Format
Proponents are responsible to ensure prescribed formats and submission protocols are strictly followed. Proponents who deviate from directions provided in Tender documents may be disqualified at Develop Nova Scotia’s sole discretion.

1.5.3.1 Include (1) file as the Pricing Electronic Submission Proposal.
   Pricing proposal files should be named as “Pricing Proposal” with the RFQ title and number (DNS-2021-0068) and an abbreviated form of the proponent’s name; submission shall include response to Appendix C – Submission Pricing Form.

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

1.5.4 Amendment of Bids Prior to Submission Deadline
Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment electronically marked with the RFQ title and the company’s abbreviated name as 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 include the name and electronic signature of the person who signed the original bid submission, or a person authorized to electronically sign on their behalf.

1.5.5 **Withdrawal of Bid**
At any time throughout the RFQ 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 RFQ 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 bids in the following three stages:

Stage I: Mandatory Submission Requirements
Stage II: Pricing
Stage III: 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 RFQ are as follows:

2.2.1 No Amendments to Forms
Other than inserting the information requested on the mandatory submission forms set out in the RFQ, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the fact of the form or elsewhere in the bid, will be disqualified.

2.2.2 Submission Form (Appendix B)
Each bid must include a Submission Form (Appendix B) completed and electronically signed by an authorized representative of the proponent.

2.2.3 Submission Pricing Form (Appendix C)
Each bid must include a Submission Pricing Form (Appendix C) completed according to the instructions contained in the form.

2.2.4 Other Mandatory Submission Requirements (Appendix D, Item D.3)
   a. List of Subcontractors
   b. Evidence of a current WCB Clearance Letter.
   c. Three references letters from clients who have obtained goods or services similar to those required in this RFQ from the proponent in the last (10) years. Letters should be on the provided reference’s letterhead and from a contact with knowledge of the referenced project. Reference Item D.3 of Appendix D for additional mandatory details.
   d. Statement of Insurability (Refer to Appendix D, Item D.3.1).
2.3  Stage II – Pricing

Stage II 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 has been completed.

2.4  Stage III – Ranking and Contract Negotiations

2.4.1  Ranking of Proponents
The compliant bidder with the lowest stipulated sum 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.

2.4.2  Consecutive Negotiations Process
Any negotiations will be subject to the process rules contained in the terms and conditions of the RFQ 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 bidder and there will be no legally binding relationship created with any bidder 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 bidder to verify, clarify or supplement the information provided in its bid 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 bidder. The selected bidder will be required to present any requested changes to the agreement upon commencement of the Consecutive Negotiations Process.

2.4.3  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 2.4.2). Develop Nova Scotia is not obligated to entertain further changes following the conclusion of this phase.

2.4.4  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 Province elects to cancel the RFQ process.
2.4.5 **Successful Bidder 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 RFQ 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 RFQ PROCESS

3.1 General Information and Instructions

3.1.1 RFQ Incorporated into Bid
All of the provisions of this RFQ are deemed to be accepted by each bidder and incorporated into each bid. A bidder who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFQ, including the terms of the form of Service Agreement in Appendix A, either as part of its bid or after receiving notice of selection, will be disqualified.

3.1.2 Bidders to Follow Instructions
Bidders should structure their bids in accordance with the instructions in this RFQ.

3.1.3 Language
All bids 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 Bidders 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 Bid to be retained by Develop Nova Scotia
Develop Nova Scotia will not return the bid or any accompanying documentation submitted by a bidder.

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.

3.2 Business Registration

Bidders 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 RFQ. 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 RFQ

3.3.1 Bidders to Review RFQ

Bidders shall promptly examine all of the documents comprising this RFQ, and

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

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the RFQ Contact on or before the deadline for questions shall be deemed to be received once the email has entered into the RFQ 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 RFQ Contact and Develop Nova Scotia shall not be responsible for any information provided by or obtained from any source other than the RFQ 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 bidder to seek clarification from the RFQ 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 RFQ or its process.

3.3.2 All New Information to Bidders by Way of Addenda

This RFQ 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 RFQ, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Bidders 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 bidder in order to verify and/or clarify the information provided in the bidder’s bid. The response received by Develop Nova Scotia shall form an integral part of the bidder’s bid.
3.4 Issuance of Service Agreement, Notification and Debriefing

3.4.1 Selection of Bidder
Notice of selection by Develop Nova Scotia to the selected bidder shall be in writing.

3.4.2 Notification of Award
Once an executed Service Agreement is issued by Develop Nova Scotia with a bidder, notification of the RFQ outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

3.4.3 Debriefing
Bidders may request a debriefing after posting of the outcome of the RFQ process on the Nova Scotia Procurement Web Portal. All requests must be in writing to the RFQ Contact and must be made within sixty (60) days of posting of the outcome of the RFQ 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.

3.4.4 Supplier Complaint Procedure
If a bidder wishes to file a complaint in regards to the RFQ process, it must provide written notice to the RFQ Contact within sixty (60) days of posting of the outcome of the RFQ 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 bidder 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 bidder, if in its sole and absolute discretion, it determines that the bidder has engaged in any conduct prohibited by this RFQ.

3.5.3 Prohibited Bidder 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 RFQ or any agreement entered into pursuant to this RFQ without consent of Develop Nova Scotia, and then only in coordination with Develop Nova Scotia.
3.5.5 **No Lobbying**
A bidder shall not, in relation to this RFQ 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 bidder.

3.5.6 **Illegal or Unethical Conduct**
Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders 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 bids 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 RFQ.

3.5.7 **Rejection of Bids**
Develop Nova Scotia may reject a bid based on past performance or based on inappropriate conduct, including but not limited to the following:
- illegal or unethical conduct as described above;
- the refusal of the Contractor to honour its submitted pricing or other commitments;
- 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
- 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 RFQ either before or after the issuance of this RFQ:
- is the sole property of Develop Nova Scotia and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables; and
- 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 bid 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. Bidders are advised that their bids will, as necessary, be disclosed on a confidential basis to advisers retained by Develop Nova Scotia to advise or assist with the RFQ 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:
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 bidders;
b. request written clarification in relation to a bidder’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 bid;
e. where references are requested, check references other than those provided by any bidder;
f. disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
g. disqualify any bidder or a bid submitted by any bidder who has engaged in conduct prohibited by this RFQ;
h. amend this RFQ process without liability at any time prior to the issuance of a Service Agreement by Develop Nova Scotia;
i. cancel this RFQ 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 RFQ for the same or similar Deliverables; or
j. reject any or all bids

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 RFQ 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 RFQ 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.
APPENDIX A – SERVICE AGREEMENT

THIS AGREEMENT made this xxx day of xxxxxxx, 20xx

(Reference: REQUEST FOR QUOTATION “RFQ DNS-2021-0068”)

BETWEEN:

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

OF THE FIRST PART

- and –

xxxxxxxxxxxxxxxxxxxxx
(the “Supplier”)

OF THE SECOND PART

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

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

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 xxxxxxx, 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.
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:
Tim Jordan, P.Eng.
Historic Properties – Old Red Store

To the Supplier:
xxxxxxxxxxxxxxxxxx
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) Deleted.
d) Schedule B; and
e) Schedule C (if applicable)

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 **RFQ References:** All references in this Agreement to “RFQ” 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 xxxxxxx, 20xx

XXXXXXXXXXXXXXXXXXXXXXXX

Witness Signature For the Supplier
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 Quotations

a. Appendix B: Submission Form
b. Appendix C: Pricing Form
c. Appendix D: Response to RFQ
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 Supplier as follows:

Progress monthly invoices, subject to a 10% holdback; monthly invoices shall show the percentage of work completed through the end of the billing period. Before Develop Nova Scotia approves monthly progress certificates for payment, the Contractor will be required to submit proof that all his Sub-Contractors and Suppliers have received payments in the amounts of claim on the previous monthly certificate. Refer to the tender documents for the balance of requirements.

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

a. 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.

b. Extra Work
   Extra work means any work or service, the performance of which is beyond the general scope for the Contract Documents.

c. Contemplated Change Order (CCO)
   If a change arises on the project and when applicable, the Consultant will discuss the change with the Develop Nova Scotia Project Manager. Upon approval, the Consultant will detail the change on CCO document. This CCO, along with the Consultant’s letter explaining the reason for the contemplated change and an estimate of the costs involved, will be forwarded to Develop Nova Scotia for formal approval. At the same time, the Consultant is to forward a copy of the CCO to the Contractor to expedite pricing.

d. Change Order (CO)
   A Change Order is a written instrument prepared by the Consultant or Develop Nova Scotia and signed by Develop Nova Scotia, with written recommendation from the Consultant stating their agreement upon all of the following:
   1. A Change in the Work or Extra Work;
   2. the change in the Contract Price, if any;
   3. the change in the Contract time, if any.
e. **Change Directive (CD)**
   A Change Directive is a written order prepared by the Consultant or Develop Nova Scotia and signed by Develop Nova Scotia, directing a Change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract time, or both. A Change Directive is used in the absence of total agreement necessary for a Change Order.

f. **Quotations for Changes in the Work** submitted in response to Develop Nova Scotia's request or Consultant acting on their behalf, shall be fully detailed and itemized to facilitate reviewing and processing by Develop Nova Scotia. Quotations shall include all work to be executed by the Contractor’s own forces and/or such work carried out by Subcontractors. All applicable labour, material, shop hours, equipment, etc., shall be listed along with quantities and unit rates.

g. **The value of any change shall be determined in one or more of the following ways as determined by Develop Nova Scotia:**
   1. By estimate and acceptance in a lump sum, submitted with subcontractors and supplier’s signed quotation and breakdown estimate for materials, equipment and labour and all applicable mark ups as defined in Schedule B.2.i and B.2.j.
   2. By unit prices included in Appendix C inclusive of all overhead and profit.
   3. By cost and fixed fee as defined in Schedule B.2.j.

h. In cases of additional work to be paid for under method "g.3", the Contractor shall keep and present in such form as the Consultant or Develop Nova Scotia may direct, a correct account of the net cost of labour and materials, together with vouchers. In any case, Develop Nova Scotia or the Consultant shall certify to the amount due to the Contractor including the profit and overhead as described in the Schedule. Pending final determination of value, payments on account of changes shall be made on the Payment certificate.

i. **The labour cost to be calculated by the actual estimated hours at an hourly rate determined as follows:**
   1. The hourly labor rate to be the total payroll cost including; base hourly wage rate of worker, statutory contribution to EI, UI, WCB and CPP and other applicable labour burdens paid directly by the employer such as vacation pay, holiday pay, pension plan etc. Such burdens shall be verified by submission of payroll evidence.
   2. To the direct labour rate the following percentage factors will be recognized:
      - Small tools / expenditures: 5% (on payroll costs)
      - Site supervision: 5% (on payroll costs)

j. **The cost of any authorized change shall be determined by the net total, estimated or actual, on-site labour, shop labour and material and/or equipment as outlined in Schedule B.2 (above), on which the following percentage markup shall be added depending upon total estimated or actual value:**

   For changes up to $5,000:
   1. Work Completed by General Contractor’s own forces: 15%
   2. General Contractor’s markup on work completed by Subcontractor(s): 10%
3. No percentage markup shall apply to deductions.

For changes above $5,000:
   1. Work Completed by General Contractor’s own forces: 10%
   2. General Contractor’s markup on work completed by Subcontractor(s): 8%
   3. No percentage markup shall apply to deductions.

The above defined percent (%) of markups are to include all project management and supervision costs as well as normal overhead costs such as: head office cost, finance costs, administration, insurance, bonds, site office expenses, foreman benefits and profits etc.

k. The issuance of a change order shall be deemed to be formal acceptance by the Consultant of the quotation. Following the issue of a change order the Consultant will not entertain claims for extra payments due to errors alleged to have been made in the Contractor's quotation.

l. Where it is proposed that a change in the scope of work affects the construction 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. Time extension to the project schedule will be considered only where it can be shown with the overall project schedule that the work area and or trades affected by the change are on the critical path. Time extensions granted for changes to the scope of work will not give rights to claim any additional cost.
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.

Supplier’s Initials: ___________________ Develop Nova Scotia’s Initials: _______________
APPENDIX B – SUBMISSION FORM

B.1 BIDDER INFORMATION

Please fill out the following form, naming one person to be the bidder’s contact for the RFQ process and for any clarifications or communication that might be necessary.

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<th><strong>Any Other Relevant Name under which Bidder Carries on Business:</strong></th>
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<th><strong>Bidder Contact Name and Title:</strong></th>
</tr>
</thead>
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<table>
<thead>
<tr>
<th><strong>Bidder Contact Phone:</strong></th>
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<table>
<thead>
<tr>
<th><strong>Bidder Contact Fax:</strong></th>
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<thead>
<tr>
<th><strong>Bidder Contact Email:</strong></th>
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<table>
<thead>
<tr>
<th><strong>Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):</strong></th>
</tr>
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<table>
<thead>
<tr>
<th><strong>HST / GST Registration Number (Leave blank if NOT applicable):</strong></th>
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<tr>
<th><strong>SIN # (only required if you do not have an HST/GST or NSRJST number):</strong></th>
</tr>
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</tbody>
</table>

B.2 ACKNOWLEDGEMENT OF NON-BINDING PROCUREMENT PROCESS

The proponent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, 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 bidder has carefully examined this RFQ 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 RFQ for the rates set out in the completed Pricing Form (Appendix C).

B.4 MANDATORY FORMS/DOCUMENTS

The bidder encloses as part of the bid the mandatory documents set out below:

<table>
<thead>
<tr>
<th>FORM</th>
<th>INITIAL TO ACKNOWLEDGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix B – Submission Form</td>
<td></td>
</tr>
<tr>
<td>Appendix C – Submission Pricing Form</td>
<td></td>
</tr>
<tr>
<td>Appendix D – Mandatory Technical Requirements (refer to D.3),</td>
<td></td>
</tr>
<tr>
<td>including Statement of Insurability (Item D.3.1).</td>
<td></td>
</tr>
<tr>
<td>List of Subcontractors</td>
<td></td>
</tr>
<tr>
<td>Evidence of a current WCB Clearance Letter.</td>
<td></td>
</tr>
<tr>
<td>Three references letters from clients who have obtained goods or</td>
<td></td>
</tr>
<tr>
<td>services similar to those required in this RFQ from the proponent</td>
<td></td>
</tr>
<tr>
<td>in the last (10) years. Letters should be on the provided</td>
<td></td>
</tr>
<tr>
<td>reference’s letterhead and from a contact with knowledge of the</td>
<td></td>
</tr>
<tr>
<td>referenced project. Reference Item D.3 of Appendix D for additional</td>
<td></td>
</tr>
<tr>
<td>mandatory details.</td>
<td></td>
</tr>
</tbody>
</table>

B.5 PRICING

The bidder confirms that the pricing information provided in the completed Submission Pricing Form (Appendix C) is accurate. The bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its bid 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 bidders to make any necessary amendments to their bids based on the addenda.

B.7 PROHIBITED CONDUCT

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

B.8 CONFLICT OF INTEREST

For the purposes of this RFQ, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:
a. in relation to the bidding 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 bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ 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 RFQ, the bidder’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.

Bidders 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 RFQ.

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

☐ The bidder 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 RFQ.

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 BIDDER

A bidder should identify any information in its bid 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 bidder agrees that its bid will, as necessary, be disclosed on a confidential basis to Develop Nova Scotia’s advisers retained to advise or assist with this RFQ process, including with respect to the evaluation of this bid.

________________________________________  __________________________________________
Signature of Witness                                Signature of Bidder Representative

________________________________________  __________________________________________
Name of Witness                                    Name of Bidder Representative

________________________________________  __________________________________________
Title of Bidder Representative

________________________________________
Date

I have the authority to bind the bidder.
APPENDIX C – SUBMISSION PRICING FORM
RFQ DNS-2021-0068 – DEGARTHE STUDIO REVITALIZATION AND WASHROOMS AT THE COVE
Peggys Cove, Nova Scotia

C.1 FIXED BUDGET

Develop Nova Scotia has allotted a fixed budget of $700,000 (excluding all taxes) for the completion of all RFQ particulars (“The Deliverables”) at Appendix D. At the sole discretion of Develop Nova Scotia, quotations exceeding the herein referenced budget may be considered.

C.2 INSTRUCTIONS ON HOW TO COMPLETE SUBMISSION PRICING FORM

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

b. Rates quoted by the bidder 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. The successful proponent shall be required to provide agreement security, within ten (10) days from notification of award in a form acceptable to Develop Nova Scotia. Agreement security shall be provided as follows:
   Bonds in the amount of 50% of the tendered price, not including HST, for:
   A performance bond or equivalent, and
   A labour and material bond or equivalent.

C.3 EVALUATION OF PRICING

Quotations will be evaluated on the basis of the pricing submitted in the Pricing Form (Appendix C) to determine the lowest price. Subject to the Terms of Reference, the top-ranked respondent will be the respondent that submits the lowest stipulated lump sum price for the Deliverables.

C.4 PRICING BREAKDOWN FORM

Quotation shall be provided within the breakdown format provided below. Such breakdowns may be used by Develop Nova Scotia to modify scope, if required, during the Negotiation phase as stipulated under Item 2.4.2. or for Changes in the Work as outlined in Schedule B.2, at the sole discretion of Develop Nova Scotia.

<table>
<thead>
<tr>
<th>Description</th>
<th>TOTAL</th>
</tr>
</thead>
</table>
| 1 GENERAL CONDITIONS (Mobilization/Supervision and Management/Quality/Facilities/Env. And Erosion Controls/Temporary Fencing/Services/Bond Costs/Overhead and Profit, etc.) | $-

RFQ DNS-2021-0068
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>DEMOLITION AND REMOVALS (Existing Doors/Windows/Support Beams/Subfloor Structure/Flooring/Wood Stairs/Floor Sheathing/Exterior Siding/Wall Sheathing/Fascia/Soffit/Roofing, etc.)</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>SITE DEVELOPMENT - DeGARTHE Studio (Excavation and Backfill/Crane Pad Preparation/Timber Crib Surface Preparation/ Crane lifting &amp; final placement of DeGarthe Studio)</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>SITE DEVELOPMENT - Washrooms at the Cove (Excavation and Fill/Landscaping)</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>ELECTRICAL SITE SERVICES (Temporary Disconnects/Temporary Power Supply/New Services to Buildings)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>SUBTOTAL – GENERAL CONDITIONS/DEMOLITION AND REMOVALS/SITE DEVELOPMENT/ELECTRICAL SITE SERVICES</strong></td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>FOUNDATION – DeGARTHE Studio (TIMBER CRIBS)</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>FLOOR CONSTRUCTION – DeGARTHE Studio (Floor Beam Replacements/Floor Joists/Floor Sheathing)</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>WOOD FRAMING – DeGARTHE Studio (New Stairs/New Landings/ Reinforce And Modify Floor Structure/Reinforce Roof)</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>EXTERIOR WALLS – DeGARTHE Studio (Wooden Sheathing/Studs)</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>EXTERIOR WALLS – DeGARTHE Studio (Shingles/Hatch/Trim)</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>EXTERIOR WALLS – DeGARTHE Studio (Treated Shingles)</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>WINDOWS &amp; ENTRANCES – DeGARTHE Studio (New Windows/Exterior Doors/ Trim &amp; Sills/All Hardware)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION</td>
<td>COST</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>13</td>
<td>ELECTRICAL – DeGARTHE Studio (Service and Distribution/Lighting/Receptacles)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>SUBTOTAL – DeGARTHE STUDIO</strong></td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>SITE DEVELOPMENT- Washrooms at the Cove (Excavation and Backfill, Foundation Pad Preparation/Rock Removal &amp; Fill and Boulder placement/Fence Base Preparation, etc.)</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>MISC. SITE IMPROVEMENTS- Washrooms at the Cove (Perimeter Wooden Boardwalk Structure and Decking/Concrete Sidewalk/Exterior Ramps/Landings/Stairs/Fencing, etc.)</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>MECHANICAL &amp; PLUMBING SERVICES –Washrooms at the Cove (Water Storage Tank/Pressure Tank/Sump Pumps/Cistern Tank and Pit/Water Piping/Sanitary Piping/Testing and Commissioning)</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>WASTERWATER TREATMENT –Washrooms at the Cove (Composting Liquid Storage Tank/Composting Units/Grey Water Storage Tank/Servicing/Switches and Valves)</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>FOUNDATION – Washroom at the Cove (CONCRETE FOUNDATIONS AND BASEMENT WALLS)</td>
<td>$</td>
</tr>
<tr>
<td>19</td>
<td>STRUCTURAL CONSTRUCTION –Washrooms at the Cove (Floor structure, Beams/Joists/Columns, Hardware, etc.)</td>
<td>$</td>
</tr>
<tr>
<td>20</td>
<td>BUILDING ENVELOPE –Washrooms at the Cove (Studs, Sheathing, etc. for Exterior Walls and New Roof system)</td>
<td>$</td>
</tr>
<tr>
<td>21</td>
<td>BUILDING ENVELOPE –Washrooms at the Cove (Shingles/TRIM)</td>
<td>$</td>
</tr>
<tr>
<td>22</td>
<td>BUILDING ENVELOPE –Washrooms at the Cove (Paint Shingles)</td>
<td>$</td>
</tr>
<tr>
<td>23</td>
<td>BUILDING ENVELOPE –WINDOWS &amp; ENTRANCES for Washrooms (New Windows/Exterior Doors, Trim &amp; Sills/Window Hood/Concealed Gutter/All Hardware)</td>
<td>$</td>
</tr>
</tbody>
</table>
**C.5 EMPLOYEE RATES**

The bidder shall enter into a Contract to perform and complete any Change in the Work considered additional to the Contract with the below listed employee rates. Rates are inclusive of office and administration fees, overhead and profit (refer to Schedule B), small tools, transportation, training, misc. expenses, etc., excluding HST.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td></td>
<td>INTERIOR WALLS – Washrooms at the Cove (Interior Drywall Partitions)</td>
</tr>
<tr>
<td>24</td>
<td>$ -</td>
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<tr>
<td>25</td>
<td>ELECTRICAL – Washrooms at the Cove (Power and Distribution/Lighting/Receptacles)</td>
</tr>
<tr>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>26</td>
<td>PLUMBING &amp; DRAINAGE ROUGH-IN – Washrooms at the Cove</td>
</tr>
<tr>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>27</td>
<td>PLUMBING &amp; DRAINAGE FINISHES/FIXTURES – Washrooms at the Cove (Includes Testing)</td>
</tr>
<tr>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>28</td>
<td>HVAC ROUGH-IN – Washrooms at the Cove</td>
</tr>
<tr>
<td></td>
<td>$ -</td>
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<tr>
<td>29</td>
<td>HVAC FINISHES/FIXTURES – Washrooms at the Cove (Includes Heating)</td>
</tr>
<tr>
<td></td>
<td>$ -</td>
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<tr>
<td>30</td>
<td>AED Machine – Washrooms at the Cove</td>
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<tr>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td><strong>SUBTOTAL – Cove Washrooms</strong></td>
</tr>
<tr>
<td></td>
<td>$ -</td>
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<tr>
<td>31</td>
<td>PROJECT CLOSEOUT</td>
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<tr>
<td></td>
<td>$ -</td>
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<tr>
<td></td>
<td><strong>TOTAL LUMP SUM</strong></td>
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<td>$ -</td>
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<td></td>
<td><strong>HST (add 15%)</strong></td>
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<td></td>
<td>$ -</td>
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<tr>
<td></td>
<td><strong>TOTAL PRICE INCLUDING HST</strong></td>
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<td>$ -</td>
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</tbody>
</table>

*NOTE: Contractor is responsible to verify all dimensions prior to tender.*

C.5.1 Project Manager $_______/hr
C.5.2 Project Coordinator $________/hr
C.5.3 Project Superintendent $________/hr
C.5.4 Carpenter $________/hr
C.5.5 Crane Operator $________/hr
C.5.6 Labourer $________/hr
C.5.7 Other (if applicable) $________/hr
C.5.8 Other (if applicable) $________/hr
C.5.9 Other (if applicable) $________/hr

C.6 ALTERNATE PRICING

At Develop Nova Scotia’s sole discretion and subject to funding availability, the value of any of the Alternates below may be added to the successful proponent’s final contract price. The price shall be stand alone, and include all costs inclusive of 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 RFQ. Details for this work are to follow in forthcoming Addendum; Reference GR-01 (note in Plan-Grading Plan detail) noted as “3.6”, refer to trapezoidal decking area in drawing A2-02.

ALTERNATE #1 – Provide all new piled timber structure and decking south of the Washrooms at the Cove.

$_________________ +HST

C.7 ADDENDUMS (IF APPLICABLE)

The bidder acknowledges that addenda No. _________ to __________ inclusive were carefully examined, and that all the above were taken into consideration in preparation of this bid. Bidders are deemed to have read and considered all addenda issued by Develop Nova Scotia. The onus is on each bidder to make any necessary amendments to its bid prior to the closing date based on any addenda issued. Develop Nova Scotia may, in its sole discretion, disqualify a bid or require a bidder to acknowledge all addenda in writing prior to contract award if the bidder fails to do so in its bid.

_________________________________  __________________________________
Name of Bidder Representative  Signature of Bidder Representative
APPENDIX D – RFQ PARTICULARS
RFQ DNS-2021-0068 – DEGARTHE STUDIO REVITALIZATION AND WASHROOMS AT THE COVE

DeGarthe Studio is a vital and historic part of Peggys Cove. As part of infrastructure upgrades informed by the Draft Peggys Cove Master Plan, the DeGarthe Studio will be revitalized. The project includes the removal of the existing crib foundation, temporary relocation and reinstatement of building on a new raised crib foundation, floor repairs, structural repairs, siding, roofing, windows, doors and electrical upgrades.

For the DeGarthe Studio, the construction of the adjacent boardwalk has been included, together with the Peggys Point Cove Road raising, in another work package. This work is scheduled to occur concurrent with this project and be complete by March 2021. The Work for DeGarthe Studio is defined within this tender as the total crib removal, crane lifting, crib reinstatement, building repairs and related services required by the Contract Documents.

The Cove area, which rests adjacent to the DeGarthe House, is ready for utilization as a prime public space. The area is to host and provide valuable infrastructure for visitors. Visitors currently rely on public washroom facilities at the VIC Parking Lot and private washrooms at the Sou’wester Restaurant. The Cove Washroom will provide needed restroom facilities to accommodate visitors. The area will also be an inviting retreat for people as a relaxing public space. As part of this project, the washroom facility (fully serviced by electrical), along with a concrete sidewalk and wooden boardwalk will provide a staged area for events and relaxation. The building is intended to match the historical architecture of the community and enhance the aesthetic appeal. The work for the Washrooms at the Cove is defined within this tender as the site excavation, foundation placement, construction of a 670 sq. ft washroom facility (see drawings), lighting, an AED machine, concrete sidewalk, wooden boardwalk and landscaping.

The work is scheduled to start in the Fall 2020 and be completed prior to March 2021. Provisions have been made to provide the successful proponent with temporary access to Lobster lane and adequate laydown space within the washrooms project footprint to complete their work. Note that Lobster Lane is currently used as private property owner’s route of access and any planned access shall be coordinated in advance with Develop Nova Scotia and NSTIR. The Contractor is to coordinate its laydown space, access and details associated with the Road and Boardwalk contractor and Develop Nova Scotia. Additionally, this contractor shall coordinate all DeGarthe cribwork activities and timing, with the Boardwalk contractor work (reference Appendix G).

D.1 THE DELIVERABLES

DeGarthe Studio
Provide the required removal of an existing timber crib including timber and granular materials and construction of a new timber crib including granular materials, temporary supports, crane lifting services and all associated building repairs as outlined in the Tender Documents; refer to section D.2 MATERIAL DISCLOSURES for a listing of Tender Documents and specific scope Items and related requirements.

Cove Washroom
Provide the required excavation and site grading to facilitate construction of a public washroom facility including a concrete foundation, building structure, compostable toilets, liquid storage tank, grey water storage tank, cistern tank, associated sanitary treatment and drainage equipment, concrete sidewalk,
wooden boardwalk, wooden fencing, plants and landscaping, and all associated components as outlined in the Tender Documents; refer to section D.2 MATERIAL DISCLOSURES for a listing of Tender Documents and specific scope Items and related requirements.

D.1.1. Utilities
Note that there is existing power to the DeGarthe Studio building. Coordinate and facilitate with Nova Scotia Power the disconnections needed for crane lifting and temporary relocation of the structure as the new crib foundation is prepared. Additionally, no power service exists at the location of the Cove Washroom. As such, the contractor is to provide their own temporary power, if required, subject to review and approval by Develop Nova Scotia. The contractor will be responsible for the arrangement of the disconnections/connections of any other utilities including, but not limited to, telephone, cables, poles, conduits, water, etc. NSPI electrical fees will be paid by Develop Nova Scotia. Refer to Item D.2.8 for the provision of temporary services for the completion of the work.

D.1.2. Temporary Works
The Contractor shall provide all temporary works as required to safely complete the work, and shall remove them before completion of the contract. The Contractor shall also protect the work from the effects of wind, rain, snow, ice, erosion etc. The Contractor shall be fully responsible for the design, supply and installation of temporary works.

D.1.3. Noise and Dust Control
The Contractor shall exercise effective noise and dust control measures at all times. Debris shall be cleaned up daily during the work as required by Develop Nova Scotia and the Project Manager.

The Contractor, relative to spilled debris, mud, dust, etc., shall keep streets/roadways used for trucking in a satisfactory condition. Make good any damage to roads, streets, access routes, parking areas etc., resulting from Contractor’s activities at Contractor’s expense.

D.1.4. Clean Up
Upon completion of the work, all surplus construction materials, tools, equipment and temporary structures shall be removed from the site by the contractor. All debris, timbers, other materials, etc., shall be cleaned up and removed. The site shall be left in a clean and tidy state, fully acceptable to Develop Nova Scotia and the Project Manager.

D.1.5. Environmental Protection
The Contractor shall take all necessary measures to protect the environment, and shall comply with environmental regulations and with the requirements of environmental agencies. The contractor shall make provisions for and include all costs associated with complying with environmental regulations and requirements.

Ensure that no harmful materials or substances, i.e. Biocides, wood preservatives, fresh cement, spills, lime, paint or concrete, etc. are discharged into the watercourses.

D.1.6. Guarantee
The Contractor shall be required to guarantee the work and all associated items for a period of 12 months after the contract total completion date, (i.e. total completion) against all defects due either to defective workmanship and/or materials. The Contractor as directed by the Project Manager and/or
Owner shall carry out any repairs required within 12 months of the formal completion of the contract expeditiously.

D.2 MATERIAL DISCLOSURES

Any archeological artifacts discovered during work activities are to be documented and left in-situ until the assessment is completed and appropriate action is known.

D.2.1 Contract Documents and Drawings

The following items shall form part of this contract. Bidders are required to review all of the attached documents and notify the RFQ Contact of any discrepancies or omissions by the question deadline indicated in this RFQ.

**DRAWINGS**

**APPENDIX E - DeGarthe Studio (Available [here](#))**

Cover Sheet: Drawing List

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-100</td>
<td>Notes and Demo Plan – Issued For Tender, dated September 14, 2020</td>
<td></td>
</tr>
<tr>
<td>A-101</td>
<td>Plan, Section, Elevations – Issued For Tender, dated September 14, 2020</td>
<td></td>
</tr>
<tr>
<td>SB1</td>
<td>Notes - Issued For Tender, dated September 15, 2020</td>
<td></td>
</tr>
<tr>
<td>SB2</td>
<td>Existing Building Plan, Section and Repair Details - Issued For Tender, dated September 15, 2020</td>
<td></td>
</tr>
<tr>
<td>SB3</td>
<td>Lifting Frame Plan and Details - Issued For Tender, dated September 15, 2020</td>
<td></td>
</tr>
<tr>
<td>SB4</td>
<td>Crane Lift Plan - Issued For Tender, dated September 15, 2020</td>
<td></td>
</tr>
<tr>
<td>SB5</td>
<td>Existing Building Removal Crane Lift - Issued For Tender, dated September 15, 2020</td>
<td></td>
</tr>
<tr>
<td>SB6</td>
<td>New Crib Structure Plan, Section and Details - Issued For Tender, dated September 15, 2020</td>
<td></td>
</tr>
<tr>
<td>SB7</td>
<td>Existing Building Replacement Crane Lift - Issued For Tender, dated September 15, 2020</td>
<td></td>
</tr>
<tr>
<td>E01</td>
<td>Power, Lighting And Telecommunications Plan, Schedules, Details, and Communications – Issued For Tender, dated September 14, 2020</td>
<td></td>
</tr>
<tr>
<td>E02</td>
<td>Specification – Issued For Tender, dated September 14, 2020</td>
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</tbody>
</table>

**APPENDIX F - Cove Washroom (Available [here](#))**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>GR-01</td>
<td>Cove Washroom - Grading Plan - Issued For Tender, dated September 14, 2020</td>
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<tr>
<td>A0-01</td>
<td>Cove Washroom - Specifications – Issued For Tender, dated September 14, 2020</td>
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<tr>
<td>A0-02</td>
<td>Cove Washroom - Assemblies – Issued For Tender, dated September 14, 2020</td>
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<tr>
<td>A1-01</td>
<td>Cove Washroom - Site Plan – Issued For Tender, dated September 14, 2020</td>
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<tr>
<td>A2-01</td>
<td>Cove Washroom - Level 0 Plan and Roof Plan - Issued For Tender, dated September 14, 2020</td>
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<tr>
<td>A2-02</td>
<td>Cove Washroom - Level 1 Plan - Issued For Tender, dated September 14, 2020</td>
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<tr>
<td>A2-10</td>
<td>Cove Washroom - Reflected Ceiling and Soffit Plan Level 0 and Level 1 - Issued For Tender, dated September 14, 2020</td>
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<tr>
<td>A3-01</td>
<td>East and West Elevation - Issued For Tender, dated September 14, 2020</td>
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<tr>
<td>A3-02</td>
<td>North and South Elevation - Issued For Tender, dated September 14, 2020</td>
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<td>A4-01</td>
<td>Building Sections A and B – Issued For Tender, dated September 14, 2020</td>
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<td>A4-02</td>
<td>Building Section C and D – Issued For Tender, dated September 14, 2020</td>
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<td>A8-01</td>
<td>Window &amp; Door Schedule – Issued For Tender, dated September 14, 2020</td>
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<tr>
<td>S01</td>
<td>Accessory Washroom Notes - Issued For Tender, dated September 14, 2020</td>
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<tr>
<td>S02</td>
<td>Accessory Washroom Foundation Plan and Sections - Issued For Tender, dated September 15, 2020</td>
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S03 – Accessory Washroom Floor Plan and Sections - Issued For Tender, dated September 15, 2020
S04 – Deck Plan – Issued For Tender, dated September 15th, 2020
M1 – Mechanical Plans & Legend - Issued For Tender, dated September 11, 2020
M2 – Mechanical Details & Schedules - Issued For Tender, dated September 11, 2020
M3 – Mechanical Specification – Issued For Tender, dated September 11, 2020
E1 – Power & Lighting Plans, Luminaire & Heater Schedules, Legend & General Notes – Issued For Tender, dated September 11, 2020
E2 – Single Line Diagram, Service Entry Calculation & Mechanical Equipment Schedule - Issued For Tender, dated September 11, 2020
E3 – Specification – Issued For Tender, dated September 11, 2020

OTHER DOCUMENTS:
Appendix G – Peggys Point Road Raising Drawings (For Reference and Coordination) (Available HERE)
Appendix H – Geotechnical Report (Available HERE)

D.2.2. Agreement Security
The Successful Proponent shall be referring to Appendix C, Item C.2.c for details.

D.2.3. Construction Deliverables
The below items do not intend to supersede or contradict contract requirements included in the Tender Documents. When the word “Provide” is mentioned in this scope of work, it shall mean “supply and install”. Items noted below to be coordinated with tender documents.

General Project Deliverables:
  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 Community, Tenants and other stakeholders.
  d. DNS administers the project and exercises continuing control over the project.
  e. Do not respond to requests for project related information or questions from the media. Direct such inquires to the Project Manager.
  f. Schedule is of the essence for this project. Project shall be complete no later than March 31st, 2021.
  g. Maintain emergency access during the course of the project to adjacent properties.
  h. All General Conditions costs required for the completion of the Work shall be included in the tender price such as; supervision, management, overhead and profit, travel expenses, parking, surveying, locates, waste collection, haul off and disposal, temporary toilets, field office trailer and related expenses as required, temporary works, tools and equipment, safety supervision and materials, and all tools, equipment and materials expenses, etc.
  i. Remove, haul off and legally dispose of all demoed materials, including but not limited to unsuitable organic materials, existing crib materials, granulars, structural timbers, siding, roofing, windows, doors as or if required for the revitalization.
  j. Contractor must adhere to HRM by-law N-200.
  k. Note that there will not be third party security services provided during construction. It is the responsibility of the contractor to look after the safety of their workers in compliance...
with all the applicable legislation, as well as secure their own tools, materials and equipment.

l. Temporary waste bins are to be located within the work area only. Contractor is to ensure that closed lockable bins are provided.

m. Provide temporary fence secured with sand bags or barriers as required, for the safe execution of the Work. Work outside the limits of the Work as outlined in the tender documents is not permitted without prior authorization from DNS in order to protect the personnel as well as the community businesses.

n. Develop Nova Scotia has provided a Notice of Works to Transport Canada, a DFO authorization under the Fisheries Act, and an Environmental Permits From Nova Scotia Department of Environment and will be procuring a Building permit for the work. All other trade permits, as required to complete the work, are to be included in the tender price.

o. Provide all submittals required for the Work within (3) weeks of award or as required as to not delay the progress of the work. Provide all P.Eng. stamped drawings submittals as requested in the technical specifications or as required for the completion of work.

p. Coordination with Nova Scotia Power (NSPI) shall be included.

q. Identify, disconnect and relocate power from the existing utility pole to the DeGarthe Studio. Coordinate with Develop Nova Scotia and Nova Scotia Power prior to such disconnection and reconnection. Develop NS will arrange for power supply for the Cove Washroom in coordination with Nova Scotia Power.

r. All winter conditions cost necessary for the execution of the work, such as snow removal limited to the construction area, are to be included in the tender price.

s. No substitutions are allowed unless specifically approved during tender period.

t. Prior to the start of the Work, submit a written Environmental Protection Plan (EPP), complete with a visual plan of environmental measures and locations. Ensure that references are made to all mitigation strategies in such plan.

u. Supply, install, monitor and maintain all erosion and sedimentation control measures as outlined in the tender documents throughout construction. Remove erosion and sedimentation control measures upon completion, testing and acceptance of all new site utilities as shown in tender documents. Prior to mobilization, provide a site plan (as part of the EPP outlined above) including all proposed general condition items such as location of fencing, barriers, temporary toilets, site trailer, waste bins, E&S Control, etc.

v. All means and methods for the completion of the work are included.

w. Field verify all site dimensions and incorporate such field measurement in the shop drawings.

x. All third-party testing and inspection as required by the tender documents, shall be provided by Develop Nova Scotia. This Contractor shall however communicate with the Testing required on site with the sequence of work. Any retesting deemed to be required by the third-party testing company and caused by this Contractor’s actions, shall be covered at this Contractor’s expense.

y. Provide electronic copies of stamped shop drawings, product data and at project close out, all required demonstrations of electrical and mechanical systems as well as Operations and Maintenance Manuals.

z. Prior to mobilization, provide a detailed construction schedule in Gantt Chart form showing activity sequencing, interdependencies and duration estimates. Include listed activities as follows:

- Award
• Submittal submission and approvals; assume (5) working days for approval of submittals by consulting team.
• Procurement including fabrication lead times
• Mobilization including temporary fence, survey, E&S control, etc.
• All construction activities
• Consultant on-site reviews
• Substantial completion
• Deficiencies
• Final completion
• Other items not mentioned above, forming part of the work
• Contractor to schedule bi-weekly progress meetings during the course of the work.
  Contractor, major subcontractors involved in the work, and consultants/DNS representatives are to be in attendance. Notify all parties a minimum 5 working days prior to meetings. Record minutes of meetings and circulate to attending parties and affected parties not in attendance within 5 working days after meeting.

DeGarthe Studio Deliverables:

aa. Provide all excavation and backfilling required for the Work as required by the design. Backfill and regrade disturbed areas to existing grade with existing site materials.
bb. Demo, haul off and adequately dispose of the existing DeGarthe Studio cribwork as noted in tender documents. Existing timber deck and landing to be removed.
cc. Timber Boardwalk including timber piles, and balance of all timber decking, wheelguard and all associated blocking and hardware are NOT part of this project. Contractor is to coordinate with Peggys Cove Road and Boardwalk Contractor (Contracted by NSTIR) to mitigate work and/or phasing conflicts.
dd. Remove front and back decks from structure and dispose of accordingly.
ee. Support perimeter beams, and centre floor beam along gridlines 1, 2 and 3 at each end (refer to Drawing SB2).
ff. Inspect building perimeter floor beams on gridlines A and C for decomposition and degradation. If degradation is present, replace beams in kind. For access to perimeter beams, remove wood shakes and tongue and groove wall boards.
gg. Cut and replace perimeter floor beams. Use timber blocking to support wall sill during removal, as required. Fasten with galvanized T-Straps on both sides (Simpson Strong Ties – 128T or Equiv.)

hh. Reinstate centre Floor Beam into new perimeter beam and connect as per drawing details.
i. Reinstall floor beam along gridline 3, between gridlines A and B (Drawing SB2).
jj. Remove floorboards and jack each floor joist to remove load from perimeter beam. Use blocking to secure.
k. Notch existing and new floor beams for connections. Lower joists and remove blocking.
ll. Reinstate floorboards, wall boards and shakes.
mm. Laydown area to be coordinated with Peggys Cove Road and Boardwalk Infrastructure Civil Drawings (refer to Appendix G).
nn. Provide a written crane/lifting plan prior to the commencement of work and submit in to Develop Nova Scotia, for approval, (5) days in advance of the planned work. The following procedures and requirements shall be adhered during crane operations:
  • Seek all NSTIR approval for positioning of crane along Lobster Lane. Provide a Construction plan inclusive of Traffic control measures, dates and times of operations.
• Crane area to be cleared, levelled, and have granular base as per Section B on SB4. Laydown area shall be a minimum of 9m X 9m with an elevation of 3.6m.
• For Crane Lift, position lower lifting frame as per Drawing SB4.
• Position crane for 16m max lift radius. Connect rigging between crane hook and lifting frame as shown on Drawings SB3 and SB5. Ensure that swing radius and structure placement facilitate construction operations for COVE Washroom.
• Connect rigging to lifting frame at lower pad eyes and raise lifting frame over building.
• Connect rigging to lower lifting frame as per Drawing SB5.
• Install tag lines. Engage crane to remove slack. Check to ensure all slings are engaged. Lower crane hook and adjust sling lengths (if required).
• Increase load to 50% of estimated building weight. When secure, Increase to 90% of estimate building weight.
• Raise and remove building from current location and place in laydown area, decreasing load on crane for a smooth transition.
• Repeat crane lifting procedure above for transporting back to finished/raised crib.
• Remove crane and regrade crane pad to conditions prior to work.

oo. Install new crib, ensuring a complete seal against loss of fill where crib meets bedrock as per the tender drawings.

pp. Verify elevations prior to preparing building for reinstatement and coordinate with the Peggys Cove Road and Boardwalk Contractor and Appendix G.

qq. Install infill, windows, doors, exterior corner trim, sheathing, siding, roofing, fascia, interior work and other building envelope elements as per the tender drawings and specifications.

rr. Complete all electrical work as shown in the tender documents.

ss. Coordinate with all Authorities Having Jurisdiction for the completion of the work. Allow access to the Consultants for regular inspections.

Washroom at the Cove Deliverables:

tt. Provide all excavation and backfilling required for the Work as required by the tender documents. Backfill and regrade disturbed areas to existing grade with existing site materials.

uu. Remove, haul off and legally dispose of all unsuitable materials.

vv. Prepare excavated surface and grade with granulars, ensuring compaction to support concrete foundation. Provide drain tile as per tender documents.

ww. Coordinate concrete foundation preparation with DeGarthe Studio crane lifting, temporary laydown space and moving operations.

xx. Provide required concrete foundations; formwork to support concrete until curing is achieved, inclusive of all reinforcement as shown in design drawings. Place concrete, ensuring vibration for concrete uniformity. Remove formwork once adequate concrete strength is achieved.

yy. Supply and install waterproofing membrane as identified on Drawing A0-01.

zz. Place compostable toilet system, grey water storage tank, cistern, compost liquid storage tank, pressure tank, and all alarms, switches, valves, fans and pumps in basement (refer to M2 in drawing package) for a turnkey installation.

aaa. Provide all structural and building elements including but not limited to columns, beams, joists, framing, sill plates, wall studs, joists, trusses, stairways, flooring, sheathing, doors, windows, roofing, siding, fascia, and special treatments as shown in the tender documents.
For specifications, notes and standards, refer to M3 in drawings. For construction assembly details, refer to drawing A0-02.

bbb. Provide new turn-key electrical, plumbing, mechanical/heating systems as shown in the tender drawings.

ccc. Provide all building interior partitions, millwork elements and finishes, inclusive of washroom accessories as per the tender documents. Details on window types, doors and hardware to follow as Addenda in the next coming days.

ddd. Install drainage pipes from sanitary treatment units to dispersion systems as shown in the tender documents.

ewe. Install plants and vegetation as indicated in the tender documents. Landscape remaining area to original condition.

fff. Provide new perimeter wooden boardwalk, fence, and railing as shown in the tender documents; south trapezoidal boardwalk to be priced as an Add Alternate.

ggg. Contractor to provide start-up/commissioning report, that is signed and dated, prior to final inspection confirming that all major pieces of equipment have been started in accordance with manufacturer’s instructions.

hhh. Contractor to provide three (3) copies of operations and maintenance manuals upon completion of the project. These are to be submitted for approval prior to final inspection.

Work not included:
- Boardwalk around DeGarthe
- Decking area west of Washrooms at the Cove (See Alternate Section, Appendix C)
- Cost for third party testing; by Develop Nova Scotia
- Building permit fees
- Transport Canada Permits (Navigable Protection)
- Environmental Permits (NSE)
- DFO Permits

D.2.4. 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 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.2.5. Existing Conditions

The Contractor shall be held responsible to have visited the site and to have become conversant and familiar with all existing conditions prior to having tendered on the project. The Contractor 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 failure to have made all the necessary investigations prior to tendering.
D.2.6. **Access and Use of Site**
The Contractor shall liaise directly with Develop Nova Scotia to establish approved access routes, storage areas, security and public safety measures, etc.

D.2.7. **Safety**
Before starting the work, the Contractor 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 Contractor 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 Contractor 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.2.8. **Services**
The Contractor shall make arrangement and pay for the supply of water, power, and any other services, which the Contractor may require during the course of the project. The Contractor shall provide and maintain, as long as his workers are employed on the works, adequate sanitary conveniences, and the removal of it shall be in accordance with pertinent health regulations.

D.2.9. **Cooperation and Coordination**
The contractor will be required to cooperate with the Project Manager, Owner, adjacent land Owners and property managers and all other parties involved in the same general area. The Contractor shall schedule his work so that the Contractor does not interfere with activities of others.

The Contractor shall permit others to enter upon the site as required. The Contractor shall, to the satisfaction of the Engineer, allow all others reasonable access to the work and cooperate with them in the performance of their duties and obligations. No claim will be entertained by Develop Nova Scotia for any inconvenience, slow down or delay relating to the activity of others.

D.3 **MANDATORY TECHNICAL REQUIREMENTS**

Each bidder shall refer to Appendix B, Item B.4. for the completed Mandatory Forms to be included in their bid. The following mandatory documents must be provided:

a. List of Subcontractors
b. Evidence of a current WCB Clearance Letter.
c. Three references letters from clients who have obtained goods or services similar to those required in this RFQ from the proponent in the last (10) years. Letters should be on the provided reference’s letterhead and from a contact with knowledge of the referenced project. Reference Item D.3 of Appendix D for additional mandatory details.
d. Statement of Insurability (Refer to Item D.3.1)
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. General Liability Insurance covering for the benefit of Develop Nova Scotia, the Supplier, Sub Contractors, the Construction Manager, Consultants, and other such persons, firms and Corporations as Develop Nova Scotia may determine with a limit of liability per occurrence for bodily injury, death and property damage in an amount of $5,000,000.00.

b. “All Risks” Insurance or Builder’s Risk Insurance covering owned, and non-owned mobile equipment, property and construction tools, machinery and equipment used by the Supplier for the performance of the work, including boiler insurance on temporary boilers and pressure vessels.

c. Automobile Liability Insurance with respect to automobiles used directly or indirectly in the performance of the work and which are owned, leased, or used by the Supplier and covering liability for bodily injury, death and property damage with a limit of not less than $2,000,000.00 inclusive for each and every loss.

d. The Supplier shall provide Develop Nova Scotia with a Certificate of Insurance that names Develop Nova Scotia as an additional insured.

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 complete all tendered work and have the site cleaned up with all equipment and materials removed, and any building debris or trash properly disposed of off-site by March 31st, 2021. The work will be considered complete once a final inspection is conducted by Develop Nova Scotia and any and all deficiencies identified by Develop Nova Scotia have been corrected.

D.5 REFERENCES
Each proponent is requested to include three (3) letters of reference from clients who have obtained goods or services similar to those requested in this RFQ from the proponent in the last ten [10] years in the proposal. Each project reference should include a contact name, along with their phone number and email address. The project reference information provided should identify the size of the projects conducted, 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 three (3) letter of reference. If more than three (3) letters of reference are provided by the proponent, only the first three (3) listed in the proposal will be evaluated. Develop Nova Scotia shall not be included as a reference.