

# **REQUEST FOR PROPOSALS**

## **Cunard Public Space**

### **Detailed Design Services**

#### **Halifax, Nova Scotia**

**For Develop Nova Scotia**

Date Issued: August 8<sup>th</sup>, 2022

Questions Deadline: August 19<sup>th</sup>, 2022

Submission Deadline: September 1<sup>st</sup>, 2022 @ 2:00PM Atlantic Daylight Time

Request for Proposal Number: **RFP DNS-2223-0002**



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## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation**

This Request for Proposals (the “RFP”) issued by Develop Nova Scotia Limited (“Develop Nova Scotia”) is an invitation for qualified consultants to submit proposals for the **Cunard Public Space – Detailed Design Services** project, as further described in Appendix D – RFP Particulars. This RFP follows the Nova Scotia Sustainable Procurement Policy and Procurement Manual.

Developed in partnership with Southwest Properties, CUNARD will be a high-quality, mixed-use development that will be surrounded by more than 2 acres of exciting new public space on the Halifax Waterfront, near the intersection of Lower Water Street and Morris Street. Develop Nova Scotia will be constructing, managing, and operating a suite of new, high-quality waterfront public spaces and amenities that will welcome locals and visitors of all ages to come play on the waterfront.

Work described in this RFP comprises the detailed design of all the elements that make up the new Cunard Public Space based on a working concept plan. All new infrastructure is expected to be designed to meet, or exceed, all accessibility requirements.

As part of the Cunard Public Space detailed design process, Develop Nova Scotia and the successful proponent will work closely with Halifax Port Authority (HPA), as a key landowner, to ensure design and program elements are supported by HPA and compatible with HPA’s current and future operational considerations and objectives.

The project is located at 1325 Lower Water Street in Halifax, Nova Scotia.

#### **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.

At Develop Nova Scotia, our mission is to support the creation of sustainable places right across Nova Scotia that attract and inspire people and investment.

At the centre of our work is the role of place in attracting people, and this principle of placemaking ensures that the planning, development and management of land and infrastructure is achieved with and for 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 accessible, environmentally sustainable and socially inclusive.

More information can be found at: [developns.ca](https://developns.ca)

### **1.2 RFP Contact**

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

Nick MacMillan, P.Eng.

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

Email: [nick.macmillan@developns.ca](mailto:nick.macmillan@developns.ca)

Alternate Contact:

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

Email: [eva.parada@developns.ca](mailto:eva.parada@developns.ca)

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

### 1.3 Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with Develop Nova Scotia for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between Nova Scotia and the selected proponent. The final agreement will be substantially in the form of Appendix A, subject to negotiation within the framework of this RFP. The initial term of the agreement will be for a period of **six (6) month(s)** to complete the detailed design services for the project. Develop Nova Scotia reserves the right to extend the agreement beyond the initial term to allow for construction services for the project. Length of extension will depend on final construction schedule. The successful bidder will be issued a Service Agreement by Develop Nova Scotia for the Deliverables.

### 1.4 RFP Timetable

Issue Date of RFP	<b>Monday, August 8<sup>th</sup>, 2022</b>
Deadline for Questions	<b>Friday, August 19<sup>th</sup>, 2022</b>
Deadline for Issuing Addenda	<b>See Section 3.3.3</b>
Submission Deadline Date and Time	<b>Thursday, September 1<sup>st</sup>, 2022 @ 2:00 PM ADT</b>
Rectification Period	<b>5 business days</b>
Anticipated Ranking of Proponents	<b>Thursday, September 8<sup>th</sup>, 2022</b>
Contract Negotiation Period	<b>5 business days</b>
Anticipated Execution of Agreement	<b>Thursday, September 15<sup>th</sup>, 2022</b>

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

## **1.5 Submission of Proposals**

### **1.5.1 Electronic Submissions**

All submissions are to be delivered electronically (by email) to [procurement@developns.ca](mailto: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-2223-0002**” 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 Proposals to be submitted on Time**

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

### **1.5.3 Proposals to be submitted in Prescribed Format**

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 **one (1)** file as the Technical Electronic Submission proposal.

Technical proposal files should be named as “Technical Proposal” with the RFP title and number (**DNS-2223-0002**) and an abbreviated form of the proponent’s name. Unless specifically requested in this solicitation document, Proponents should not submit product catalogues, swatches, or other marketing materials with their bid.

Technical proposals should be comprised of:

- a. completed Appendix B Submission Form and attachments,
- b. completed response to Appendix D – RFP Particulars, and
- c. other mandatory submission requirements, as applicable.

1.5.3.2 Include **one (1)** file as the Pricing Electronic Submission Proposal.

Pricing proposal files should be named as “Pricing Proposal” with the RFP title and number (**DNS-2223-0002**) and an abbreviated form of the proponent’s name; submission shall include response to Appendix C – Submission Pricing Form.

### **1.5.4 Amendment of Proposals Prior to Submission Deadline**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment electronically marked with the RFP 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 RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact as set out in section 1.2 and must be signed by an authorized representative of the proponent. Develop Nova Scotia is under no obligation to return withdrawn bids.

[End of Part 1]

## PART 2 – EVALUATION AND NEGOTIATION

### 2.1 Stages of Evaluation and Negotiation

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

Stage I: Mandatory Submission Requirements

Stage II: Evaluation

Stage III: Pricing

Stage IV: Ranking and Contract Negotiations

### 2.2 Stage I – Mandatory Submission Requirements

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

**The Mandatory Submission Requirements for this RFP are as follows:**

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

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

Other mandatory submission requirements:

- 1) Evidence of a current WCB Clearance Letter.
- 2) Statement of Insurability (Refer to Appendix D, Item D.3.1)

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

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

### 2.3 Stage II – Evaluation

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

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.5.1 Prime Consultant and Individual Subconsultant Team(s) Relevant Experience and Qualifications	15 points	5
D.5.2 Detailed Design Team Proposed Work Plan and Schedule	20 points	10

D.5.3 Detailed Design Team Added Value	15 points	N/A
D.5.4 Sustainability	10 points	N/A
D.5.5 Accessibility	10 points	N/A
<b>Subtotal A</b>	<b>70 points</b>	<b>30</b>
C.3 Pricing	30 points	N/A
<b>Total Points</b>	<b>100 points</b>	<b>N/A</b>

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

**2.4 Stage III – Pricing**

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

**2.5 Stage IV – Ranking and Contract Negotiations**

**2.5.1 Ranking of Proponents**

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

**2.5.2 Consecutive Negotiations Process**

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

**2.5.3 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 2.5.2.). Develop Nova Scotia is not obligated to entertain further changes following the conclusion of this phase.



#### **2.5.4 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 RFP process.

#### **2.5.5 Successful Proponent Selection and Notification to Other Proponents**

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

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 RFP Incorporated into Bid**

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

#### **3.1.2 Proponents to Follow Instructions**

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

#### **3.1.3 Language**

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

#### **3.1.4 No Incorporation by Reference**

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

#### **3.1.5 Proponents to Bear Their Own Costs**

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

#### **3.1.6 Proposals to be retained by Develop Nova Scotia**

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

#### **3.1.7 No Guarantee of Volume of Work or Exclusivity of Contract**

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

### **3.2 Business Registration**

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

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

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

### **3.3 Communication after Issuance of RFP**

#### **3.3.1 Proponents to Review RFP**

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

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

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

#### **3.3.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If Develop Nova Scotia, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by Develop Nova Scotia. Proponents should not that the Nova Scotia Procurement Web Portal does not send notifications when addenda are posted. As such, proponents must check back regularly to ensure potential changes to the RFP are considered within their RFP submission.

#### **3.3.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

#### **3.3.4 Verify and Clarify**

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

### **3.4 Notification and Debriefing**

#### **3.4.1 Notification of Outcome of Procurement Process**

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

#### **3.4.2 Debriefing**

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

#### **3.4.3 Supplier Complaint Procedure**

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

### **3.5 Conflict of Interest and Prohibited Conduct**

#### **3.5.1 Conflict of Interest**

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

#### **3.5.2 Disqualification for Prohibited Conduct**

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

#### **3.5.3 Prohibited Proponent Communications**

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

#### **3.5.4 Proponent not to Communicate with Media**

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

#### **3.5.5 No Lobbying**

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

### **3.5.6 Illegal or Unethical Conduct**

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

### **3.5.7 Rejection of Proposals**

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

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

## **3.6 Confidential Information**

### **3.6.1 Confidential Information of Develop Nova Scotia**

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

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

### **3.6.2 Confidential Information of Bidder**

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

### **3.6.3 Personal Information International Disclosure Protection Act**

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

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

## **3.7 Reserved Rights, Limitation of Liability and Governing Law**

### **3.7.1 Reserved Rights of Develop Nova Scotia**

Develop Nova Scotia reserves the right to:

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

### **3.7.2 Limitation of Liability**

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

### **3.7.3 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process:

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

## **3.8 Procurement Process Non-binding**

### **3.8.1 No Contract A and No Claims**

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

### **3.8.2 No Contract until Execution of Written Agreement**

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

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

### **3.8.3 Non-binding Price Estimates**

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

### **3.8.4 Cancellation**

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

**APPENDIX A – SERVICE AGREEMENT**

**THIS AGREEMENT made this xxx day of xxxxxxxx, 20xx**

**(Reference: REQUEST FOR PROPOSALS “RFP DNSXXXXX”)**

**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 xxxxxxxx, 20xx, (the “RFP”), inviting submission of proposals to provide the Services, as hereinafter defined;

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

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

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

**1.0 SERVICES AND TERM**

- 1.1 The Supplier agrees to provide and deliver the services and/or products and perform the work (collectively the “Services”) described in Schedule A hereto, in accordance with the terms and conditions of this Agreement, during the period commencing on the xx day of xxxxxxxx, 20xx, and expiring on the xx day of xxxxxxxx, 20xx (the “Term”).
- 1.2 The Supplier shall provide the Services and discharge its duties to Develop Nova Scotia hereunder in a competent, professional and timely manner, and shall assign only duly qualified, competent and skilled personnel to carry out its obligations to Develop Nova Scotia under this Agreement.
- 1.3 The Services shall be delivered on time and in accordance with the delivery schedule agreed to by Develop Nova Scotia and conform in all respects with Develop Nova



Scotia's requirements. The Services shall not be deemed to be completed to the satisfaction of

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

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

## **2.0 PRICE AND PAYMENT**

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

### 3.0 TERMINATION OF AGREEMENT

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

#### 4.0 CONFIDENTIALITY

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

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

## **5.0 MATERIAL RIGHTS**

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

## **6.0 INDEPENDENT CONTRACTOR**

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

## **7.0 COMPLIANCE WITH LAWS**

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

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

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

## **8.0 LIABILITY AND INDEMNITY**

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

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

## **9.0 RESOURCES**

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

## **10.0 TITLE AND ACCEPTANCE**

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

## **11.0 FORCE MAJEURE**

- 11.1 The Supplier shall not be liable for a failure or delay in performing any of its obligations hereunder that occurs without the fault or negligence of the Supplier and is attributable solely to a cause beyond its reasonable control (“Force Majeure Event”). For the purposes of this Agreement, the following shall be considered to be a Force Majeure Event: floods, fire, explosion, power failure, acts of God, war, civil commotion, the enactment of any law, order, regulation or bylaw, labour strikes, slowdowns, picketing and boycotts.
- 11.2 Where the Supplier claims that a Force Majeure Event has occurred, the Supplier shall be required to give immediate written notice thereof to Develop Nova Scotia, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by the Supplier to mitigate the impact of the Force Majeure Event on the performance of the Supplier’s obligations hereunder.
- 11.3 Notwithstanding the foregoing provisions of this Section 11, if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, Develop Nova Scotia may, in its sole discretion, terminate this Agreement upon three (3) days prior written notice to the Supplier. In the case of termination by Develop Nova Scotia pursuant to this Article 11.3, the Supplier shall be entitled to receive payment only for the Services provided prior to the termination date which have met the requirements of this Agreement, and such payment shall constitute full and final satisfaction of Develop Nova Scotia’s obligations to the Supplier hereunder.

## **12.0 REPRESENTATIONS AND WARRANTIES**

- 12.1 The Supplier represents and warrants to Develop Nova Scotia, with the intention and knowledge that Develop Nova Scotia is relying on each such representation and warranty in entering into this Agreement, that:
- a) All statements contained in the Supplier’s Proposal, and any certificate or other document delivered to Develop Nova Scotia under this Agreement or in connection with the Services to be provided hereunder are true and correct;
  - b) The Supplier has no knowledge of any fact that may materially adversely affect the Supplier’s business or operations or its financial condition, or its ability to fulfill its obligations to Develop Nova Scotia under this Agreement;
  - c) The Supplier has the personnel, experience, qualifications and other resources to provide the Services in accordance with the requirements of this Agreement;
  - d) The Supplier has the corporate power and legal capacity to enter into, fully perform, and meet all of its obligations under this Agreement on the terms and conditions set out herein;

- e) This Agreement has been duly authorized, executed and delivered by the Supplier and constitutes a valid and binding obligation of the Supplier; and
- f) The Supplier can perform the Services, and Develop Nova Scotia shall be entitled to utilize the Services, in accordance with the requirements of this Agreement without infringing any trade secret, patent, copyright, industrial design or other intellectual property right enforceable in Canada, and the Supplier has obtained, and will maintain, at its own expense, all requisite and appropriate authorizations and permissions, including those concerning any licenses, assignments, copyrights, patents and other intellectual property rights that are required by the Supplier to meet its obligations to Develop Nova Scotia hereunder.

### **13.0 CONFLICT OF INTEREST**

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

### **14.0 ASSIGNMENT AND SUBCONTRACTING**

- 14.1 The Supplier shall not assign this Agreement or any of its rights or obligations hereunder, or subcontract the performance of any of the Services without the prior written consent of Develop Nova Scotia, which consent may be withheld by Develop Nova Scotia in its sole discretion. Any purported assignment or subcontracting by the Supplier without such consent shall be of no force or effect.
- 14.2 Develop Nova Scotia's consent to an assignment of this Agreement, or the subcontracting of the performance of any of the Services to be provided by the Supplier hereunder, shall not relieve the Supplier from any of its obligations under this Agreement and the Supplier shall, notwithstanding any such consent by Develop Nova Scotia, remain responsible for the performance of the Services and all other obligations of the Supplier set out herein.

### **15.0 ACCOUNTS AND AUDIT**

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



**16.0 NOTICES**

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

**To Develop Nova Scotia:**  
Nick MacMillan, P.Eng.  
Old Red Store – Historic Properties  
Suite 301 – 1875 Upper Water Street  
Halifax, Nova Scotia  
B3J 1S9

**To the Supplier:**  
XXXXXXXXXXXXXXXXXXXX

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;
- c) *Deleted.*
- d) Schedule B.1; and B.2
- 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 **RFP References:** All references in this Agreement to “RFP” mean and include any amendments that were made thereto by Develop Nova Scotia.
- 22.10 **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.

## 23.0 GOVERNING LAW

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

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

**WITNESSED BY:**

**DATED AT** Halifax, Nova Scotia  
XX day of xxxxxxxx, 20xx

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

---

Witness Signature

---

For the Supplier

**WITNESSED BY:**

**DATED AT** Halifax, Nova Scotia  
XX day of xxxxxxxx, 20xx

**DEVELOP NOVA SCOTIA CORPORATION LIMITED**

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Witness Signature

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For Develop Nova Scotia

## SCHEDULE A

This Schedule A incorporates by reference the documents referred to under each of Schedule A.1 and Schedule A.2, as per below:

### Schedule A.1 Request for Proposals

**RFP nnnnnn issued by Develop Nova Scotia on mmm dd, 20yy**, which describes the Services to be delivered by the Supplier to Develop Nova Scotia

### Schedule A.2 Supplier's Proposal

**The Supplier's Proposal dated mmm dd, 20yy**

Proponent's Initials: \_\_\_\_\_

Develop Nova Scotia's Initials: \_\_\_\_\_

## SCHEDULE B

This Schedule describes the payment terms for the Services:

### Schedule B.1 Payment

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

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

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

### Schedule B.2 Changes in the Work

- 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. The labour cost to be calculated by the actual estimated hours at a billable hourly rate determined as follows:
  - i. The hourly labour rate to be the payroll cost including; base hourly wage rate of worker statutory contribution to EI, UIC, WCB and CPP and other applicable labour burdens paid directly by the employer such as vacation pay, holiday pay, pension plan, training, misc. expenses, etc. Such burdens shall be verified by submission of payroll evidence if requested.
  - ii. Billable hourly rates are to include all head office costs, finance costs, administration, supervision, insurance, bonds, site office expenses, benefits and profits, etc.
- d. The issuance of a change order shall be deemed to be formal acceptance by Develop Nova Scotia of the quotation. Following the issue of a change order, Develop Nova Scotia will not entertain claims for extra payments due to errors alleged to have been made in the Consultant's quotation.

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

Proponent's Initials: \_\_\_\_\_

Develop Nova Scotia's Initials: \_\_\_\_\_

## SCHEDULE C

### PERSONAL INFORMATION INTERNATIONAL DISCLOSURE PROTECTION ACT

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

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

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

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

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

Proponent's Initials: \_\_\_\_\_

Develop Nova Scotia's Initials: \_\_\_\_\_



**APPENDIX B – SUBMISSION FORM**  
**RFP DNS-2223-0002 CUNARD PUBLIC SPACE**  
**DETAILED DESIGN SERVICES**

**B.1 PROPONENT INFORMATION**

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

**B.2 ACKNOWLEDGEMENT OF NON-BINDING PROCUREMENT PROCESS**

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

### B.3 ABILITY TO PROVIDE DELIVERABLES

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

### B.4 MANDATORY FORMS

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

FORM	INITIAL TO ACKNOWLEDGE
<b>ELECTRONIC TECHNICAL PROPOSAL (File #1)</b>	
<a href="#">Appendix B – Submission Form</a>	
<a href="#">Appendix D – Completed Response to RFP Particulars</a>	
Evidence of Current WCB Clearance Letter	
Statement of Insurability (refer to Item D.3.1)	
<b>ELECTRONIC PRICING PROPOSAL (File #2)</b>	
<a href="#">Appendix C – Submission Pricing Form</a>	

### B.5 NON-BINDING PRICING

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

### B.6 ADDENDA

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

### B.7 PROHIBITED CONDUCT

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

### B.8 CONFLICT OF INTEREST

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

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

integrity of the open and competitive RFP process or render that process non-competitive or unfair;  
or

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

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

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

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

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

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


**B.9 CONFIDENTIAL INFORMATION OF PROPONENT**

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

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the Proponent.

**APPENDIX C – SUBMISSION PRICING FORM**  
**RFP DNS-2223-0002 CUNARD PUBLIC SPACE**  
**DETAILED DESIGN SERVICES**

**C.1 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 proponent shall be all-inclusive and shall include all labour and material costs, all travel costs, all insurance costs, all costs of delivery to Develop Nova Scotia, and all other overhead, such as any applicable fees or other charges.

**C.2 EVALUATION OF PRICING**

Pricing is worth 30 points of the total score.

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

Lowest rate  
----- X Total available points = Score for second-lowest rate  
Second-lowest rate

Lowest rate  
----- X Total available points = Score for third-lowest rate  
Third-lowest rate

And so on, for each proposal.

**C.3 PRICING FORM**

- a. **Phase I(a): Feasibility Analysis/Class C Cost/  
Design Rationale and Stakeholder Engagement** \_\_\_\_\_
- b. **Phase I(b): 60% Design including Class B Cost  
Estimate** \_\_\_\_\_
- c. **Phase II: 90% Design including Class B Cost  
Estimate** \_\_\_\_\_

d. **Phase III: Issued for Tender Documents including Class A Cost Estimate** \_\_\_\_\_

e. **Phase IV: Issued for Construction Documents and Construction Services** \_\_\_\_\_

**TOTAL LUMP SUM PRICE** \_\_\_\_\_

**HST (15%)** \_\_\_\_\_

**TOTAL PRICE INCLUDING HST** \_\_\_\_\_

#### **C.4 SEPARATE PRICES**

For items listed below listed below, each bidder is required to provide a separate price for each item. Failure to do so may result in the rejection of the bid.

Each of the stand-alone prices set out below, if accepted, represents a potential adjustment to the Lump Sum Price tendered in section C.3, and includes the cost of all labour, materials, tools, equipment and profit for the complete performance of the item of work, together with all related costs, exclusive of HST.

It is acknowledged that if an award is made it will be on the basis as outlined in PART 2- Evaluation and Negotiation section of this RFP.

Develop Nova Scotia reserves the right to determine if any one of more separate prices in this schedule will be applied to and included in the award of tender or, upon finalization of the services described within this RFP, added to Lump Sum Price.

**Condition Assessment, 30% Design and Class C Cost Estimate for South Battery Seawall/Boardwalk** \_\_\_\_\_ +HST

#### **C.5 EMPLOYEE RATES:**

The proponent 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), transportation, misc. expenses, etc.

Prepare a table for inclusion in your proposal including, at a minimum, the following rates:

- C.4.1 Prime Consultant Team Lead
- C.4.2 Landscape Architectural Design Team Lead
- C.4.3 Structural/Marine Design Team Lead
- C.4.4 Mechanical Design Team Lead

- C.4.5 Electrical Design Team Lead
- C.4.6 Civil Design Team Lead
- C.4.7 CAD Technician
- C.4.8 Other(s) (if applicable)

**C.6 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.

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Name of Proponent Representative

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Signature of Proponent Representative

**APPENDIX D – RFP PARTICULARS**  
**RFP DNS-2223-0002 CUNARD PUBLIC SPACE**  
**DETAILED DESIGN SERVICES**  
Halifax, Nova Scotia

**D.1 THE DELIVERABLES**

Provide the required detailed design services for the **Cunard Public Space** project as outlined in the Tender Documents; refer to section D.2 MATERIAL DISCLOSURES for a listing of Tender Documents, specific scope items and related requirements.

The proponent will work closely with representatives from both Develop Nova Scotia and the Authorities having jurisdiction. Develop Nova Scotia will be administering, operating and programming the public space upon completion.

A preliminary concept plan (referenced in D.2.1.1 below) has been developed in collaboration with Develop Nova Scotia, Fathom Studio, and key project stakeholders. The concept plan is the result of an extensive and inclusive public engagement process that Develop Nova Scotia undertook over a period of approximately 14 months. In addition to the concept plan, Develop Nova Scotia has compiled a “What We’re Hearing” document which guided the creation of the concept plan and continues to inform design, programming, and other decisions. These documents will be used as crucial guides as the project advances through design development. Upon award, a kickoff meeting between the successful proponent and Develop Nova Scotia will be scheduled to discuss these documents in greater detail and for Develop Nova Scotia to provide further input to allow the consultant to initiate the design development process.

**D.2 MATERIAL DISCLOSURES**

**D.2.1 Contract Documents and Drawings**

The following items shall form part of this contract. Proponents are required to review all the below documentation. Relevant “For Construction” Cunard Building Drawings will be available to the proponent for coordination upon award. Contact Develop Nova Scotia should there be any discrepancies or omissions.

**D.2.1.1 RELATED DOCUMENTS AND REPORTS**

- a. [Appendix E](#) – Cunard Public Space Concept Plan by Fathom Studio, updated August 2022. Note that areas in the sketch marked as “(future phase)” are still included in this scope of work.
- b. [Appendix F](#) – Cunard Public Space Concept Site Plan by Fathom Studio, updated August 2022 (CAD drawings will be made available to the successful proponent)
- c. [Appendix G](#) – Cunard Public Space “What We’re Hearing” Report by Develop Nova Scotia, dated Winter 2022
- d. [Appendix H](#) – Existing Conditions Plans by SDMM, dated April 2022 (CAD drawings will be made available to the successful proponent)
- e. [Appendix I](#) – Geotechnical Investigation by ADI Limited, dated July 2010
- f. [Appendix J](#) – Phase I Environmental Site Assessment by Stantec Consulting Ltd., dated March 2021
- g. [Appendix K](#) – Retaining Wall Assessment by Gemtec, dated October 2021
- h. [Appendix L](#) – South Battery Pier Assessment by Dillon Consulting, dated April 2022



- i. [Appendix M](#) – Site Services Assessment by WSP, dated April 2022
- j. [Appendix N](#) – Hydrological Study by WSP, dated June 2022
- k. [Appendix O](#) – Helipad South Battery Wharf Structural Drawings by O’Halloran Campbell Consultants Limited, dated May 1996
- l. [Appendix P](#) – Existing Boardwalk Construction Drawings by O’Halloran Campbell Consultants Limited, dated November 1999
- m. [Appendix Q](#) – Inlet Boardwalk Construction Drawings by Matrix Consulting Inc, dated December 2009
- n. [Appendix R](#) – Standard Type A Floating Dock Sections and Details Drawing by EXP (for reference), dated November 2020
- o. [Appendix S](#) – Excerpt from WDCL Infrastructure Management Plan for South Battery Boardwalk (reference Appendix C – Item C.4 Separate Price), dated July 2017
- p. [Appendix T](#) – Drawing and Specification Guidelines for Procure (Project Management Software)
- q. [Appendix U](#) – Cunard Arch SketchUp file by Southwest Properties, dated April 2022
- r. [Appendix V](#) – Facing East Mock Sculpture document by Southwest Properties, dated March 2022
- s. [Appendix W](#) – Excerpt from Halifax Harbour Marginal Coastal Study (Profiles 1-3) by CBCL, dated February 2021 (full report will be made available to the successful proponent)

An archaeological resource impact assessment has been completed in which the draft report is currently with the Department of Communities, Culture, Tourism and Heritage for review and approval. The final report will be made available to the successful proponent.

## **D.2.2 Project Administration**

### **D.2.2.1 General Requirements**

#### **D.2.2.1.1 DNS Project Manager**

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

#### **D.2.2.1.2 Lines of Communication**

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

#### **D.2.2.1.3 Media**

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

#### **D.2.2.1.4 Project Response Time**

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

**D.2.2.2 Submissions, Reviews and Approvals during Design**

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

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

**D.2.2.3 Acceptance of Project Deliverables during Design**

- a. While Develop Nova Scotia acknowledges the Prime Consultant’s obligation to meet project schedule requirements, the project delivery process entitles Develop Nova Scotia to review the work. Develop Nova Scotia reserves the right to reject undesirable or unsatisfactory work. The Prime Consultant shall obtain from the Project Manager acceptance during each of the project phases I, II, III and IV outlined under D.2.4.
- b. Acceptances indicate that based on a general review of material for specific issues, the material is considered to comply with DNS objectives and practices, and that overall project objectives are being satisfied.
- c. The acceptance does not relieve the Prime Consultant of professional responsibility for their work and compliance with the contract, applicable codes, standards and regulations.
- d. Develop Nova Scotia acceptances do not prohibit rejection of the work, which is determined to be unsatisfactory at later phases of review. If progressive design development, or time, cost, or risk updates or technical investigation reveals that earlier acceptances shall be withdrawn, the Prime Consultant is responsible for re-designing work and re-submitting for acceptance at the Prime Consultant’s cost.
- e. During each design review period, maintain full production on the project, and revise documents as necessary and when review comments are received.
- f. Comply with the approved submissions and direct Sub-consultants to coordinate their work in accordance with the approved submissions.
- g. Obtain acceptance by stakeholders and other agencies to supplement DNS acceptances. Assist the Project Manager in securing all such acceptance and adjust documentation as required by such Authorities when securing acceptance.

**D.2.3 Design Deliverables**

**D.2.3.1 Overview**

The Prime Consultant, supported where necessary by a diverse and multidisciplinary team of Sub-Consultants (with skills including, but not limited to, landscape architecture, structural engineering, marine engineering, electrical engineering, mechanical engineering, civil engineering, environmental engineering, urban design, accessible design), shall provide full engineering and technical services to review all existing documentation, recommend further examination as required, preparation of conceptual design alternatives, preparation of technical specifications and drawings for the preferred option, preparation of design documents (drawings, specifications and cost estimates) at each stage of

design, preparation of construction documents (Issued for Construction drawings, specifications, and final cost estimate) for the Cunard Public Space project.

The Design Deliverables has been subdivided into four main phases to accommodate critical decision making and design procedures during the course of the overall project:

- Phase I: (a) Feasibility Analysis/Design Rationale, Cost Estimate Evaluation (Class C) and Value Engineering, and Stakeholder Engagement;
- Phase I: (b): 60% Design Development (drawings and specifications), Class B Cost Estimate;
- Phase II: 90% Design Development (drawings and specifications) and updated Class B Cost Estimate;
- Phase III: Complete Issued for Tender Documents (drawings and specifications) and Class A Cost Estimate (including life cycle repair and maintenance cost estimates);
- Phase IV: Complete Construction Documents (drawings and specifications) including Post Design Services such as Letters of Undertaking, Consultant’s review of Submittals, RFIs, observation reports, and execution of intermediate and final observation reports, as required by the progression of work and as detailed in this RFP.

At each stage of Design, there will be review period by Develop Nova Scotia of no greater than (5) working days. The consultant is to schedule one-hour design coordination meeting with Develop Nova Scotia Project Manager every (2) weeks throughout design development. The purposes of these meetings are to discuss how ideas from all stakeholders are influencing the subsequent stages of design and collaborate with Develop Nova Scotia staff on the overall design development.

As part of the Cunard Public Space detailed design process, Develop Nova Scotia and the consultant will work closely with Halifax Port Authority (HPA), as a key landowner, to ensure design and program elements are supported by HPA and compatible with HPA’s current and future operational considerations and objectives.

In addition, Develop Nova Scotia will liaise with other key stakeholders such as Southwest Properties (SWP), Nova Scotia Power Inc. (NSPI), Halifax Regional Municipality (HRM) and other stakeholders that have been involved in the engagement process leading up to final working concept.

The consultant’s design duties and responsibilities will include, but not necessarily be limited to, the following:

<b>Project Phase</b>	<b>Deliverables (s)</b>
Phase I(a): Feasibility Analysis/Design Rationale/Class C Estimate and Stakeholder Engagement	<ul style="list-style-type: none"> <li>• Brief report outlining the following:               <ul style="list-style-type: none"> <li>- Analysis and interpretation of supporting studies.</li> <li>- Feasibility analysis outlining pre-design requirements for each of the elements in the project and design rationales (technical and engagement).</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Engagement meetings with stakeholders focusing on specific public realm elements.</li> <li>• Public engagement events</li> <li>• Evaluation of existing order of magnitude cost estimates Class C, proposed revisions, and formulation of potential value engineering strategies as required</li> </ul>
Phase I(b): 60% Design Development and Class B Cost Estimate	<ul style="list-style-type: none"> <li>• Design Drawings including plans, elevations, sections, and key details.</li> <li>• Specifications as a separate document following the MasterFormat (2016 or later).</li> <li>• Class B Cost Estimate at 60% Design.</li> <li>• Engagement meetings with stakeholders.</li> </ul>
Phase II: 90% Design Development and Class B Cost Estimate	<ul style="list-style-type: none"> <li>• Design Drawings including plans, elevations, sections, and key details.</li> <li>• Specifications as a separate document following the MasterFormat (2016 or later).</li> <li>• Class B Cost Estimate at 90% Design.</li> </ul>
Phase III: Issued for Tender Documents and Class A Cost Estimate	<ul style="list-style-type: none"> <li>• Issued for Tender Design Drawings including plans, elevations, sections, and all details required to tender the work.</li> <li>• Issued for Tender Specifications as a separate document following the MasterFormat (2016 or later).</li> <li>• Class A Cost Estimate at 100% Design (including life cycle repair and maintenance cost estimates).</li> </ul>
Phase IV: Issued for Construction Documents and Post Design Services	<ul style="list-style-type: none"> <li>• Issued for Construction Drawings including plans, elevations, sections, and all details required to construct the work.</li> <li>• Issued for Construction Specifications as a separate document following the MasterFormat (2016 or later).</li> <li>• Preparation of “Issued for Construction” Documents (drawings and specifications)</li> <li>• Construction Consulting Services including periodic site observations and associated reports, design changes during construction, site visits, review of RFIs and Submittals.</li> <li>• Final inspection reports and as-built document generation</li> </ul>

**D.2.3.2 Design Principles**

The Prime Consultant will be required to adhere to all appropriate design principles and shall design the Cunard Public Space, as it applies, to accommodate the following:

- a. To safely carry the loads specified in accordance with the National Building Code of Canada and any utility requirements (Halifax Water, NSPI, etc.).

- b. Seismic requirements
  - As listed for Nova Scotia in the Building Code or the Natural Resources Canada website at [www.earthquakescanada.ca](http://www.earthquakescanada.ca)
- c. Design Loading Combinations
  - Live loading
  - Dead loading
  - Load Factors (Fatigue Limit State (FLS); Serviceability Limit State (SLS); Ultimate Limit State (ULS)) assumed to be from the National Building Code of Canada
- d. ISO 21650 (Action from Waves and Currents on Coastal Structures) is recommended.
- e. Structural codes:
  - CSA-A23.3 Design of Concrete Structures
  - CSA-O86 Engineering Design in Wood
  - CSA-S16 Design of Steel Structures
  - National Building Code of Canada
  - Other as applicable (specify if other)
- f. Geotechnical Codes:
  - UFC Design: Piers and Wharves
  - Canadian Foundation Engineering Manual
  - Other as applicable (specify if other)
- g. Accessibility:
  - Per Schedule C of the Nova Scotia Building Code Regulations
  - [CAN/CSA B651 – Accessible design for the built environment](#)
  - [ISO 23599 – Assistive products for blind and vision-impaired persons – Tactile walking surface indicators.](#)
  - [Guide to Rick Hansen Foundation Accessibility Certification, v.3., May 2020](#)
  - [A Guide to Creating Accessible Play Spaces \(Rick Hansen Foundation\)](#)
  - [The CNIB Foundation’s Clear Print guidelines](#) (PDF)
  - [Tactile Signage: Sign System and Installation Guide](#) (Government of Canada)
  - [Braille Literacy Canada](#)
- h. Public Space to have a minimum design service life of fifty (50) years.
- i. Efficient operation and maintenance, with complete operating manuals and drawings.
- j. Dimensions shall be provided in metric or SI Units. The following coordinate systems are to be used:
  - Horizontal Reference Frame – MTM Zone 5 NAD83 (CSRS)
  - Vertical Reference Frame – CGVD2013

Refer to table below for tidal elevations.

Table 1 2020 Tidal and Extreme Still Water Level Estimates<sup>3</sup>

Return Period [years]	AEP [%]	Meters above Chart Datum (CD)	Meters above CGVD2013
100-yr	1 %	3.0 ± 0.2	1.6 ± 0.2
20-yr	5 %	2.8 ± 0.2	1.4 ± 0.2
5-yr	20 %	2.7 ± 0.1	1.2 ± 0.1
Tidal Elevations			
<small>Source: DFO 2020 Canadian Tide and Current Tables</small>			
Higher High Water Large Tide (HHWLT)		2.1	0.7
Higher High Water Mean Tide (HHWMT)		1.8	0.4
Mean Water Level (MWL)		1.0	-0.4
Lower Low Water Mean Tide (LLWMT)		0.3	-1.1
Lower Low Water Large Tide (LLWLT)		0.0	-1.4

Excerpt from Halifax Harbour Marginal Coastal Study (CBCL 2021)

Note that the Cunard Building drawings (from Southwest Properties) contain elevations in CGVD28, not CGVD2013. The consultant is to allow for conversion as required for data obtained from these sources. Drawings will be provided to the successful proponent.

- k. Note that Appendix T contains water run up elevations resulting from sea level rise and wave action (coming from the Halifax Harbour Marginal Coastal Study). The new elevation of the seawall is to be 3.08m (CGVD2013) to achieve the design life of 50 years (i.e., 2070 scenario). Note that this seawall elevation may be achieved in certain locations using temporary measures (i.e., flood logs, flood barriers, etc.) where grades do not allow for permanent seawall height of 3.08m. Details to be finalized during design development. The Coastal Study is to provide hydraulic boundary conditions including wave heights, periods, runup and extreme water levels. However, the calculation of wave forces will be provided by the Prime Consultant to complete the design of future upgrades, with hydraulic input parameters provided by the Coastal Study.
- l. Note that the use of hostile architecture features (i.e., defensive architecture or anti-homeless measures) is not permitted.
- m. Public Space elements should utilize local and readily available products where possible.

### **D.2.3.3 Phase I(a): Feasibility Analysis/Design Rationale and Stakeholder Engagement**

#### **D.2.3.3.1 General Requirements**

The Prime Consultant shall review the supporting documents (Appendix D.2.1) and, based on the preliminary concept plan together with the input coming out of the initial kick-off meeting, produce a Feasibility Analysis and Design Rationale to describe the scope, quality, and cost of the project in sufficient detail to:

- a. Define the design components, systems, and materials, for all applicable disciplines and confirm their compliance with codes, standards, and all other Project Requirements.
- b. Describe construction implementation strategies (e.g., phased construction, demolition, dewatering, traffic control, erosion & sediment control, mobilization, duration, etc.).
- c. Identify and assess potential project risks and recommend mitigation measures.
- d. Identify and describe all design parameters, regulations, and operational considerations to accommodate safe harbour swimming at the inlet.
- e. If applicable, identify any public space features to be omitted from the current design process (for budgetary or other reasons). Evaluation of existing Class C cost estimates, proposed revisions and formulation of potential value engineering strategies, including design options, as required.
- f. Facilitate reviews, discussions with stakeholders, and decisions relating to the design of specific elements of the Public Space.

At this stage the Prime Consultant shall also review and provide an analysis of Regulatory Requirements including, but not limited to:

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

Note that Develop Nova Scotia will be managing the regulatory and permit requirements with the federal authorities including DFO Request for Review, Transport Canada Navigation Protection Program and the Impact Assessment Agency.

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

- a. Conduct all necessary site inspections, surveys, measurements, evaluations, etc. to obtain additional detailed data required to supplement information contained in existing documentation;
- b. Become familiar with the site's geographical and hydrological features;
- c. Correlate the information contained in existing project documentation with actual on-site features and conditions inclusive of site servicing information available from the appropriate utilities;
- d. Verify information contained in the site plans and record all discrepancies or needed adjustments;
- e. Identify possible locations for mobilization and storage of construction materials and equipment;
- f. Verify the availability and capacity of local utility services that may have an impact on the project;
- g. Identify local issues and constraints that may affect the project;
- h. Identify issues and/or opportunities relating to environmental protection, sustainable development, waste management, or water recreation, that may warrant further consideration;
- i. Consult with local personnel with respect to site-specific performance issues and operational requirements; and,
- j. Prepare and submit, for the review and approval of the Project Manager a summary of the Site Surveys and Inspections, including recommendation for adjustments to the Project Requirements.

Note that the Cunard project site (within the temporary fenced areas) is under the control of SWP personnel. Access to the project site is to be coordinated with the DNS Project Manager.

In addition, note that Develop Nova Scotia has in its possession granite blocks that were obtained from the Halifax waterfront as a result of previous development projects. The intent is for these blocks to be utilized in the final design of the Cunard Public Space if feasible (in particular around the proposed beach area as shown in the concept plan). The materials are located on Develop Nova Scotia property at Mill Cove in Bedford, NS. The consultant is to allow for a site visit to review the materials and determine how they can be utilized in the final design.

#### **D.2.3.3.2 Feasibility Analysis/Design Rationale, Class C Estimate and Stakeholder Engagement Scope and Activities**

Design Documents:

- a. Coordinate with relevant disciplines and prepare a Feasibility Analysis on all the design components, systems, and materials, based on the approved concept, analysis of all pre-design studies and other appendices, and considerations resulting from the initial kick-off meeting with Develop Nova Scotia.
- b. Prepare a Design Rationale report to include all the major design components, systems, materials, and appurtenances associated with the various major technical elements comprising this project, including, but not limited to:
  - i. The subsurface components including, but not limited to, new seawall, connections to existing seawall to increase to new elevation, excavation and fill requirements, beach subbase, South Battery Pier structure proposed improvements (former helipad), boardwalk structure, improvements to existing boardwalk to support the Acadian Monument relocation, etc.
  - ii. The surface components including, but not limited to, site removals and preparations, hardscaping, boardwalk, floating docks, grating, site furnishings and fixtures, play features, landscaping, raingarden, helipad furnishings and fixtures, relocation of the Acadian Monument, Art sculpture (exact location TBD), etc.

- iii. All civil, mechanical, and electrical systems as required for site drainage, site lighting, event power, showers/water feature, splash pad, drinking fountains, on-site exterior lockers, etc.
- iv. Cunard Arch (refer to Appendix S) and determination on if and how it can be incorporated into the Public Space site. This arch is separate from the Art sculpture noted in (ii) above.

Note that exact layout, size, material types, etc. indicated on the Concept Plan are not final and are subject to change leading up to, and during, the design development process. In addition, note that the existing trestle bridge currently located in the inlet will be removed by others.

- c. Demonstrate how the Design Rationale incorporates and responds to the approved Concept Plan, the priorities expressed in the “What We’re Hearing” document, and the latest approved Project Requirements covering all elements listed in prior sections including, but not limited to:
  - i. Project objectives, issues, constraints, and challenges
  - ii. Technical and performance requirements
  - iii. Design principles, criteria, and parameters
  - iv. All applicable codes, regulations, and standards
  - v. Findings and recommendations from the various pre-design studies.
- d. Costing evaluation: Review existing Class C Estimates and propose revisions or modifications as required based on the Prime Consultant’s evaluation. Included in this phase are the proposed Value Engineering strategies and associated schematic design options to achieve it. Note that the current total available budget for construction is \$3,400,000 (excluding contingency).

Activities on this Feasibility Analysis/Design Rationale stage, also include:

- a. Engagement meetings with specific stakeholders to present the Design Rationale for the Cunard Public Space and specific public space features. Receive stakeholder feedback at each meeting and incorporate this feedback, in a manner to be discussed with and approved by the Project Manager, into the next stage of design. The specific scope for these meetings is to be as follows:
  - i. Up to five one-hour meetings with stakeholders, each meeting focusing on one or more specific public realm elements. Examples of potential meeting topics include:
    - 1. Playground corner including log pile and sandbox
    - 2. Location of Washrooms (and changing rooms, as applicable). Design work to be tendered separately and not included in this scope of work.
    - 3. Educational features and Morris Street Extension
    - 4. Splash pad
    - 5. Shade structures
    - 6. Seating areas, including types, configurations, and programming
    - 7. South Battery Pier (former helipad)
    - 8. Swim area and water’s edge
    - 9. Accessibility of the entire project area
    - 10. Platforms for future activations and business opportunities
  - ii. Include preparation time, the collection of precedent images, and/or preliminary modelling to convey design thinking.

Stakeholders at these meetings will be individuals and organizations whose input has already steered the preparation of the concept design; Develop Nova Scotia is responsible for these relationships and will attend and facilitate each of these meetings. The proponent will use feedback gathered at these meetings to inform design changes/refinements, and stakeholder input must be reflected in the final design of these public space features. Stakeholder meetings may be conducted in-person around metro Halifax or virtually.

- b. One 1.5-hour internal consultation meeting with Develop Nova Scotia staff to present the Design Rationale for all the main public space elements, receive feedback, and incorporate such feedback,



as approved by the Project Manager, into the next stage of design. This meeting will include, in addition to the Project Manager, the following departments:

- i. Planning staff
  - ii. Operations and Maintenance staff
  - iii. Marine and Property staff
  - iv. Marketing and Communications staff
- c. Up to four one-hour meetings with the key project partners to present the Design Rationale for all the main public space elements, receive feedback, and incorporate such feedback, as approved by the Project Manager, into the next stage of design.
  - d. One 1.5-hour public evening event (in person and virtual) to present the Design Rationale for all the main public space elements, receive feedback, and incorporate such feedback, as approved by the Project Manager, into the next stage of design. Develop Nova Scotia staff would also be in attendance to panel and answer questions.

#### **D.2.3.4 Phase I(b): 60% Design Development and Class B Cost Estimate**

##### **D.2.3.4.1 General Requirements**

The Prime Consultant shall obtain written authorization from the Project Manager before proceeding with the services related to Design Development from Feasibility Analysis/Design Rationale and Stakeholder Engagement to 60%. Based on the approved deliverables in Phase I(a), the Prime Consultant shall develop the design and produce Design Development documents to describe the scope, quality, and cost of the project in sufficient detail to:

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

##### **D.2.3.4.2 60% Design Development Scope and Activities**

Design Development Documents:

- a. Coordinate the design work of all relevant disciplines and prepare an integrated set of Design Development Documents, using appropriate combination of drawings, specifications, and narrative reports, which shall cover all the activities and requirements outlined in the paragraphs that follow.
- b. Clearly describe and substantiate the details of all design components, systems, materials, and appurtenances associated with the various major technical elements comprising this project including, but not limited to:
  - i. The subsurface components including, but not limited to, new seawall, connections to existing seawall with the objective to increase its height, excavation and fill requirements, coastal protection structures (breakwater), beach subbase, South Battery Pier structure improvements, (former helipad), boardwalk structure, required modifications to existing/new to support relocations of the Acadian Monument, support for Art sculpture, support for Arch structure, etc. Note that the existing breakwater, fixed to the helipad has neared end of service life. As part of this stage, the consultant shall explore options to reincorporate a breakwater type structure or element to ensure the viability of floats and potential water recreation options along the inlet.

- ii. Morris Street Extension design and coordination with new Cunard Building accessible grades and existing marine underground services along the South side of the site.
- iii. The surface components including, but not limited to, site removals and preparations, hardscaping, boardwalk, floating docks, grating, site furnishings and fixtures, play features, landscaping, beach sand, raingarden, helipad furnishings and fixtures, art sculpture (exact location TBD), etc.
- iv. All civil, mechanical, and electrical systems as required for site drainage, site lighting, event power, showers/water feature, splash pad, drinking fountains, etc.
- v. Relocation of existing Acadian Monument and reinforcement of the existing boardwalk, as required, to accommodate it.
- vi. Wayfinding signage  
Coordinate all public space design elements with the Cunard building perimeter as per their construction documents, specifically along the 6-meter easement noted in Appendix F and H.
- c. Demonstrate how the design incorporates and responds to the approved Concept Plan, the “What We’re Hearing” document, and the latest approved Project Requirements covering all elements listed in prior sections including, but not limited to:
  - i. Project objectives, issues, constraints, and challenges
  - ii. Technical and performance requirements
  - iii. Design principles, criteria, and parameters
  - iv. All applicable codes, regulations, and standards
  - v. Findings and recommendations from the various pre-design studies.
  - vi. Available budget

Among the design deliverables at this 60% Design stage, develop and submit fully coordinated and integrated Design Development drawings at a sufficient level of detail.

- a. The Design Development drawings shall include all necessary sketches, plans, elevations, cross-sections, and perspective views to ensure effective graphical representation of all design features and Construction Implementation Strategies and Requirements.
- b. Ensure that all design and construction elements, components, systems, and materials included in the project are covered, and integrate all applicable disciplines. Develop and submit lists and outlines of:
  - i. All applicable Provincial and National Master Specifications (NMS) sections (based on the MasterFormat) to be used including draft Commissioning specifications
  - ii. Any additional specifications, not currently covered in the NMS, that shall have to be created based on Manufacturers’ technical information, on provincial specifications or on other information from a recognized technical authority.
- c. Describe and submit detailed technical information and support data relating to the Design Development including, but not limited to:
  - i. A description and explanation of technical and/or operational assumptions that may have been made, and based on which the design was developed
  - ii. Design calculations and results of technical analyses.
  - iii. Design loads, geotechnical/foundation design requirements, hydrologic and hydraulic design requirements, seismic design requirements, coastal requirements, etc.
  - iv. Dimensions, locations, alignments, and sizes of all design components in sufficient detail to enable the design to be checked
  - v. Proposed materials and products requiring approval, with all related manufacturers technical literature and specifications.

- d. Identify/quantify potential risks associated with the design and construction, and recommend risk mitigation strategies.
- e. Up to four one-hour meetings with the key project partners to present the 60% Design for the public space, receive feedback, and incorporate such feedback, as approved by the Project Manager, into the next stage of design.
- f. One 1.5-hour public event (virtual) to present the 60% Design for the public space, receive feedback, and incorporate such feedback, as approved by the Project Manager, into the next stage of design.

#### **D.2.3.4.3 Class B Cost Estimate at 60% Design Stage**

Upon the completion of Phase I(b) (60% Design) as approved by DNS, prepare, and deliver a substantive Class B Cost Estimate report completed by a qualified Cost Consultant for each of the design elements to fit within available budget. Include a quantification of risks that may affect the overall project cost, including escalation. Should the Cost Estimate not fit within available budget, provide value engineering options for Develop Nova Scotia's review.

#### **D.2.3.5 Phase II: 90% Design Development and Class B Cost Estimate**

##### **D.2.3.5.1 General Requirements**

The Prime Consultant shall obtain written authorization from the Project Manager before proceeding with the services related to Design Development from 60% to 90%. Based on the approved Design Development Documents, the Prime Consultant shall further develop the design and produce Design Development documents to describe the scope, quality, and cost of the project in sufficient detail to:

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

##### **D.2.3.5.2 90% Design Development Scope and Activities**

- a. Project Requirements/ Design Criteria and Parameters
  - Verify and confirm the ongoing validity of the approved Project Requirements, including applicable Regulatory Requirements, Codes and Standards.
  - Recommend adjustments to the Project requirements that may be deemed necessary as the Design Development progresses, or as other pertinent project data becomes available
  - Revise the Project Requirements as required, to reflect approved adjustments
- b. Based on the latest approved Project Requirements and confirmed regulatory requirements, codes and standards:
  - Further develop all Phase I design elements, update as required and describe, with supporting background and technical justification, the Detailed Design Criteria and Parameters that shall govern the design development.
  - Prepare and submit, for the Project Manager's review and approval, a list of Detailed Design Criteria and Parameters.
- c. Design Development Documents:
  - i. Coordinate the design work of all relevant disciplines and prepare an integrated set of Design Development Documents, completed to 90%, using appropriate combination of drawings,

specifications, and narrative reports, which shall cover all the activities and requirements outlined in the paragraphs that follow.

- ii. Clearly describe and substantiate the details of all design components, systems, materials, and appurtenances associated with the various major technical elements comprising this project, including but not limited to:
  - The subsurface components including, but not limited to, new seawall, connections to existing seawall to increase to new elevation, coastal protection structures (breakwater), excavation and fill requirements, beach subbase, South Battery Pier structure improvements (former helipad), boardwalk structure, etc.
  - Morris Street Extension design and coordination with Cunard Building grades and existing utilities
  - The surface components including, but not limited to, site removals and preparations, hardscaping, boardwalk, floating docks, grating, beach sand, site furnishings and fixtures, play features, landscaping, rain garden, helipad furnishings (including furniture) and fixtures, art sculpture, etc.
  - All civil, mechanical, plumbing, and electrical systems as required for site drainage, site lighting (total lumen output, lux study), event power, showers/water feature, splash pad, drinking fountains, etc.
  - Wayfinding signage
- iii. Demonstrate how the design incorporates and responds to the approved 60% Design Documents, and the latest approved Project Requirements covering all elements listed in prior sections including, but not limited to:
  - Project objectives, issues, constraints, and challenges
  - Technical and performance requirements
  - Design principles, criteria and parameters
  - All applicable codes, regulations and standards
  - Findings and recommendations from the various pre-design studies
- d. O&M requirements  
Demonstrate how the design incorporates and responds to Construction Implementation Strategies and Requirements including, but not limited to:
  - i. Mobilization
  - ii. Construction staging and scheduling, including lead times for special equipment, components and materials
  - iii. Seasonal and environmental constraints
  - iv. Demolition staging and duration
  - v. Dewatering
  - vi. Erosion & Sediment Control
  - vii. Ongoing operation and functionality of existing assets
  - viii. Construction site access, field office and storage areas
  - ix. Coordination with adjacent site activities (Cunard building construction)

Among the design deliverables at this 90% Design stage and further to the approved 60% Design, develop and submit fully coordinated and integrated Design Development drawings at a sufficient level of detail.

- a. The Design Development drawings shall include all necessary sketches, plans, elevations, cross-sections, and perspective views to ensure effective graphical representation of all design features and Construction Implementation Strategies and Requirements.

- b. Ensure that all design and construction elements, components, systems, and materials included in the project are covered, and integrating all applicable disciplines. Develop and submit lists and outlines of:
  - i. All applicable Provincial and National Master Specifications (NMS) sections (based on the MasterFormat) to be used including Commissioning specifications
  - ii. Any additional specifications, not currently covered in the NMS, that shall have to be created based on Manufacturers' technical information, on provincial specifications or on other information from a recognized technical authority.
- c. Describe and submit detailed technical information and support data relating to the Design Development including, but not limited to:
  - i. A description and explanation of technical and/ or operational assumptions that may have been made, and based on which the design was developed
  - ii. Design calculations and results of technical analysis
  - iii. Design loads, geotechnical/foundation design requirements, hydrologic and hydraulic design requirements, seismic design requirements, coastal requirements, etc.
  - iv. Dimensions, locations, alignments and sizes of all design components in sufficient detail to enable the design to be checked
  - v. Proposed materials and products requiring approval, with all related manufacturers' technical literature and specifications
- d. Provide a construction schedule that reflects the design and the proposed Construction Implementation Strategies and Requirements described in an earlier sub-section, and assess the impact on the overall project schedule
- e. Identify/ quantify potential risks associated with the design and construction, recommend risk mitigation measures.
- f. Provide six (6) architectural renderings for Develop Nova Scotia to use to use in engaging with stakeholders and the general public. Viewing locations, time of day, and other details will be decided in consultation with the Project Manager.

#### **D.2.3.5.3 Class B Cost Estimate at 90% Design Stage**

Upon the completion of Phase II (90% Design) as approved by DNS, prepare, and deliver a substantive Class B Cost Estimate report completed by a qualified Cost Consultant for each of the design elements. Include a quantification of risks that may affect the overall project cost, inclusive of escalation. Should the Cost Estimate not fit within available budget, provide value engineering options for Develop Nova Scotia's review.

#### **D.2.3.6 Phase III: Issued for Tender Documents and Class A Cost Estimate**

##### **D.2.3.6.1 General Requirements**

The Prime Consultant shall obtain written authorization from the Project Manager before proceeding with the services related to Design Development from 90% to "Issued for Tender". Based on the approved Design Development Documents, the Prime Consultant shall complete the design and produce Issued for Tender documents to describe the scope, quality, and cost of the project in sufficient detail to:

- a. Accurately and precisely show the details of the design components, systems, and materials, for all applicable disciplines and confirm their compliance with codes, standards, and all other Project Requirements.

- b. Accurately show the detail of construction implementation strategies (e.g., phased construction, mobilization, demolition, dewatering, traffic control, erosion & sediment control, duration, etc.)

#### **D.2.3.6.2 Issued for Tender Documentation Scope and Activities**

- a. Project Requirements/ Design Criteria and Parameters
  - Verify and confirm the validity of the approved Project Requirements, including applicable Regulatory Requirements, Codes and Standards.
  - Recommend adjustments to the Project Requirements that may be deemed necessary as the Design Development process commences, or as other pertinent project data becomes available
  - Revise the Project Requirements as required, to reflect approved adjustments
- b. Based on the latest approved Project Requirements and confirmed regulatory requirements, codes, and standards:
  - Complete development of all Phase II design elements, update as required and describe, with supporting background and technical justification, the Detailed Design Criteria and Parameters that shall govern the design of the project.
  - Prepare and submit, for the Project Manager’s review and approval, a list of Detailed Design Criteria and Parameters.
- c. Design Development Documents:
  - i. Coordinate the design work of all relevant disciplines and prepare an integrated set of Design Development Documents, completed to "Issued for Tender", using appropriate combination of drawings, specifications, and narrative reports, which shall cover all the activities and requirements outlined in the paragraphs that follow.
  - ii. Clearly describe and substantiate the details of all design components, systems, materials, and appurtenances associated with the various major technical elements comprising this project, including but not limited to:
    - The subsurface components including, but not limited to, new seawall, tying to existing seawall with the objective to raise it, breakwater, excavation and fill requirements, beach subbase, South Battery Pier (helipad) structure improvements, boardwalk structure, etc.
    - Morris Street Extension
    - The surface components including, but not limited to, site removals and preparations, hardscaping, boardwalk, floating docks, grating, beach sand, site furnishings and fixtures, play features, landscaping, raingarden, helipad furnishings and fixtures, furniture (tables, chairs, benches), etc.
    - All civil, mechanical, and electrical systems as required for site drainage, site lighting, event power, showers/water feature, splash pad, drinking fountains, etc.
    - Wayfinding
  - iii. Demonstrate how the design incorporates and responds to the approved 90% Design Documents, and the latest approved Project Requirements covering all elements listed in prior sections including, but not limited to:
    - Project objectives, issues, constraints, and challenges
    - Technical and performance requirements
    - Design principles, criteria, and parameters
    - All applicable codes, regulations, and standards
    - Findings and recommendations from the various pre-design studies
- d. O&M requirements

Demonstrate how the design incorporates and responds to Construction Implementation Strategies and Requirements including, but not limited to:

- i. Mobilization
- ii. Construction staging and scheduling, including lead times for special equipment, components, and materials
- iii. Seasonal and environmental constraints
- iv. Demolition staging and duration
- v. Dewatering
- vi. Erosion & Sediment Control
- vii. Ongoing operation and functionality of existing assets
- viii. Construction site access, field office and storage areas
- ix. Coordination with adjacent site activities (Cunard building construction)

Among the design deliverables at this “Issued for Tender” stage and further to the approved 90% Design, provide:

- i. Coordinate all disciplines and prepare integrated sets of “Issued for Tender” drawings and specifications covering all disciplines.
- ii. Submit drawings and specifications for DNS review and approval. Allow five (5) business days for this review. No specifications shall be provided on drawings.
- iii. Upon approval for the Project Manager, submit drawings and specifications to the Authorities Having Jurisdiction for review and approval, and obtain necessary permits. Report to the Project Manager comments received, approvals granted and changes requested.
- iv. Provide details and report on Construction Implementation Strategies including elements such as phased construction, demolition, dewatering, traffic control, erosion & sediment control, mobilization, duration, coordination with other site activities, etc.
- v. Submit all recommended adjustments to Project Requirements, Update the Report on Project Requirements, as required to reflect approved adjustments.
- vi. Provide updated Construction and Project Schedule.
- vii. The design drawings and specifications (NMS Format) shall be marked “Issued for Tender”
- viii. The drawings shall be reviewed and stamped by Professional Engineers licensed to practice in Nova Scotia, and they shall be provided in electronic (AutoCAD 2013 or later and PDF) formats.
- ix. Assist with responses to questions that arise during the tender process. Note that Develop Nova Scotia will administer the procurement and addendum process for the construction tender.

#### **D.2.3.6.3 Class A Cost Estimate at Issued for Tender Design Stage**

Upon the completion of Phase III (Issued for Tender Documents) as approved by DNS, prepare, and deliver a substantive Class A Cost Estimate report completed by a qualified Cost Consultant for each of the design elements. Include a quantification of risks that may affect the overall project cost including escalation. Should the Cost Estimate not fit within available budget, provide value engineering options for Develop Nova Scotia’s review.

In addition, include, as a separate section, anticipated annual operations and life cycle costs of maintenance and repairs for each of the main elements within the new Public Space.

#### **D.2.3.7 Phase IV: Issued for Construction Documents and Post-Design Services**

##### **D.2.3.7.1 General Requirements**

The Prime Consultant shall obtain written authorization from the Project Manager before proceeding with the services related to the development of the Construction Documents. Note that Develop Nova Scotia will administer the procurement and addendum process for the construction tender. The Prime Consultant is to assist as required to provide responses in addendum documents.

#### **D.2.3.7.2 Issued for Construction Documentation Scope and Post Design Services during Construction**

The Prime Consultant shall, for completion of the “Issued for Construction” documentation:

- a. Coordinate all disciplines and prepare integrated sets of “Issued for Construction” drawings and specifications covering all disciplines
- b. Submit drawings and specifications for DNS review and approval. Allow five (5) business days for this review
- c. Upon approval for the Project Manager, and provided there are any changes from the “Issued for Tender” documentation, submit drawings and specifications to the Authorities Having Jurisdiction for review and approval, and obtain necessary permits. Report to the Project Manager comments received, approvals granted, and changes requested.
- d. Demonstrate how the design incorporates and responds to Construction Implementation Strategies including, but not limited to, mobilization, phased construction, demolition, traffic control, duration, field office and storage areas, environmental measures, coordination with other site activities, etc.
- e. Submit all recommended adjustments to Project Requirements. Update the Report on Project Requirements, as required to reflect approved adjustments.
- f. Provide updated Construction and Project Schedule, as required.

Among the design deliverables at this Construction Document and Post Design Services During Construction stage, the Consultant shall:

- a. The Design drawings and specifications (NMS Format) shall be marked “Issued for Construction”.
- b. The drawings shall be reviewed and stamped by Professional Engineers licensed to practice in Nova Scotia, and they shall be provided in electronic (AutoCAD 2013 or later and PDF) formats.
- c. Within five (5) days of start of Construction for Demolition and/or new work, attend (1) Construction Kick Off Meeting remotely or at Develop Nova Scotia’s office. Attendance by the Prime Consultant is required. Attendance by sub-consultants shall be at the discretion of the Prime Consultant. The purpose of the meeting is to:
  - i. Introduce and confirm the key functions of the stakeholders involved in the project which shall include the following participants:
    - Develop Nova Scotia Representatives (Project Manager, Operations Manager, Property Manager, etc.)
    - Key Stakeholders
    - Consultant Representatives (Project Manager, Sub-Consultants/Specialists, as required)
    - Contractor and Subcontractors
    - Representatives from Authorities Having Jurisdiction, as required.
  - ii. Confirm project objectives, issues, constraints, and challenges to ensure that they are clearly defined, fully understood, and appropriately addressed during construction.
  - iii. Review and discuss the Contractors’ proposed Detailed Construction Schedule in conjunction with the latest approved Detailed Project Schedule and identify adjustments required to meet the project time objectives.
  - iv. Attend Construction Progress Meetings: At the request of DNS, the Prime Consultant and requested Sub-Consultants may be required to attend bi-weekly Construction Progress Meetings.



- d. The Prime Consultant shall review the Contractors' Environmental Plan requirements to ensure that it is well thought out and sufficient to prevent negative environmental effects.
- e. The Prime Consultant or its Sub-Consultants, shall coordinate, review, and respond to all administrative requirements related to construction inclusive of submittals and RFI's from the Contractor. The Prime Consultant or its Subconsultants shall be required to attend Site Visits and inspections as follows:
  - Carry out inspections of the Work at key milestones to satisfy if Work is in conformity with Construction Documents.
  - Advise the Project Manager in writing of all cases where the work does not conform with the Contract Documents.
  - Advise the Project Manager on remedial action to be undertaken to correct all cases where the work does not conform with the Contract Documents.
- f. The Prime Consultant, or its Consultants and/or Subconsultants may be required to do the following as it relates to Construction Changes:
  - Review changes or substitutions proposed by the construction team or subtrades, as requested by the Project Manager regarding materials or equipment, assess compliance with design intent and construction specifications, and make recommendations of acceptance or rejection.
  - The time to review and provide recommendations on changes may be done on a per diem basis as it relates in conformance to Schedule B.
- g. Commissioning Plan: throughout the course of the Construction Phase, the Prime Consultant will be required to:
  - Acknowledge the warranty period of 12 months from Substantial Completion.
  - Review and verify that the work and deliverables, pertaining to Commissioning, are produced in accordance with Contract specifications and with the requirements of the Commissioning Plan.
  - Review, and report on the progress of all Commissioning activities and documents, including problems and recommended courses of action.
  - Review, as requested by the Project Manager, the draft Operation and Maintenance (O&M) Manual submitted by the Contractor. Operation and Maintenance (O&M) Manual is to be finalized before the staff training sessions.
- h. The Prime Consultant shall be required to do the following as it relates to Substantial Performance:
  - Conduct with the DNS Project Manager the Substantial Performance Inspection and record any deficiencies.
  - Estimate the costs for correcting deficiencies and completing the Work, including any work that shall be postponed for operational, climatic, or environmental reasons. The Contractor will be requested to provide a work plan and a schedule for carrying out all corrective actions.
- i. The Prime Consultant shall be required to do the following as it relates to Certification of Completion:
  - Conduct with the DNS Project Manager a final inspection of the work and verify that the work is fully complete. Provide a report with the final inspection to DNS.
  - Estimate the costs for correcting deficiencies and completing the Work prior to the final invoice submission, including any work that shall be postponed for operational, climatic, or environmental reasons. The Contractor will be requested to provide a work plan and a schedule for carrying out all corrective actions.
  - Verify that all items are correctly stated and that all required signatures are obtained.
  - Submit completed documents and all supporting documents.
- j. The Prime Consultant shall obtain as-built marked-up hard copies and electronic copies from the Contractor and provide to the Project Manager and verify that as-built drawings are:
  - Complete and accurate.

- Reflect actual post construction conditions and measurements.
- Incorporate relevant data from approved shop drawings and installed component data.
- Show deviations in construction from the original contract drawings, including changes resulting from change orders or from on-site instruction.
- Produce record drawings by incorporating As-built information into project drawings.
- Prepare and submit, for the Project Manager’s approval a complete set of record drawings, stamped and signed by the Consultant and/or Sub-Consultants.

**D.2.4 Timeline for Deliverables**

The following tables represents the milestone dates that Develop Nova Scotia requires for this project. Given the nature of the project and how it so closely integrates with the building construction, it is important that the milestone dates are achieved to ensure the completion of the Public Space coincides with the completion of the building.

<b>Deliverable</b>	<b>Due Date</b>
Kick-off Meeting	September 2022
60% Design Submission	November 2022
90% Design Submission	January 2023
Issued for Tender Submission	February 2023
Issued for Construction Submission	March 2023
Construction Start	March 2023
Construction Completion	March 2024

**D.2.5 Separate Price**

**Separate Price C.4.a. - South Battery Seawall and Boardwalk:**

Complete a Condition Assessment, 30% Design and Class C Cost Estimate for the South Battery Seawall/Boardwalk. Refer to Appendix Q for background info on the structure and drawings showing project extents. The deliverables for this scope of work are as follows:

- a. Conduct an overview of underwater and above water conditions of the timber piles, wharf superstructure and seawall.
- b. Allow for 25% of piles to be cleaned of marine growth to observe underwater conditions.
- c. Above water inspection to include, but not limited to, timber piles, pile caps, braces, fender piles, decking, wheelguard and seawall.
- d. Determine the overall condition of the structure based on current use and capacity
- e. Determine the current remaining service life of the structure as is
- f. Identify required repairs or maintenance to be completed on specific areas of the structure to extend its service life. The identified items are to include an associated cost.
- g. Identify anticipated repairs or maintenance to be completed on specific areas of the structure. The identified items are to include a timeline for completion and an associated cost.
- h. Determine the updated remaining service life of the structure based on a) completing the required repairs as outlined in item ‘f’ above and b) completing the anticipated repairs as outlined in item ‘g’ above.
- i. Provide a report in PDF format to include representative photographs and general recommendations for repairs or replacement with cost estimates included.

- j. Based on the findings and recommendations noted in the report, provide a 30% design for recapitalization/replacement of the seawall/boardwalk structure to accommodate a top of wall elevation of 3.7m (CGVD2013) and a design life of 50 years as per Appendix T.

### D.3 MANDATORY SUBMISSION REQUIREMENTS

Each proponent shall refer to [Appendix B, Item B.4](#) for the completed mandatory forms to be included in their proposal. In addition to these forms, the following mandatory documents must be provided within each File (File #1: Technical Proposal and File #2: Pricing Proposal) as follows:

<b>TECHNICAL PROPOSAL (File #1)</b>
Appendix B - Submission Form including:
a. Evidence of a current WCB Clearance Letter
b. Statement of Insurability (Refer to item D.3.1)
Appendix D – RFP Particulars Completed Response including:
a. Prime Consultant and Individual Subconsultant Team(s) Relevant Experience and Qualifications
b. Detailed Design Team Proposed Work Plan and Schedule
c. Detailed Design Team Added Value
d. Sustainability
e. Accessibility
<b>PRICING PROPOSAL (File #2)</b>
Appendix C - Submission Pricing Form

#### D.3.1 Statement of Insurability

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

- a. **General Liability Insurance** covering for the benefit of Develop Nova Scotia, the Prime Consultant, Sub-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. **Professional (Errors & Omissions) Liability Insurance** with an insured limit of not less than two million dollars (\$2,000,000.00) per claim and in the annual aggregate covering legal liability for economic losses arising from the performance of work provided under the Agreement. The policy will be maintained for a period of not less than two (2) years following service start date;
- 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 \$5,000,000.00 inclusive for each loss.
- d. The Supplier shall provide Develop Nova Scotia with a Certificate of Insurance that names Develop Nova Scotia as an additional insured.
- e. The Supplier shall at all times pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workers’ Compensation Act.
- f. The Supplier unconditionally guarantees to Develop Nova Scotia full compliance with the conditions, regulations and laws relating to Workers’ Compensation by itself and by all Sub Contractors.

## **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 proponent shall complete all work and have deliverables submitted as per the timeline schedule in D.2.4. Develop Nova Scotia reserves the right to extend the term as required based on project timelines.

## **D.5 RATED CRITERIA**

### **D.5.1 Prime Consultant and Individual Sub-consulting Team(s) Relevant Experience and Qualifications – Total Points = [15 points\*\*]**

Each proponent should provide the following in its proposal:

- a. Organization Chart for Design (by Sub-consulting Team) and Construction Services indicating how the proponent intends to structure its working relationship with Develop Nova Scotia;
- b. Identify those who will make part of the multidisciplinary Prime Consultant Team and Sub-consulting Team along with their roles and responsibilities, whether these are employed by the Prime Consultant and/or by an external Sub-consulting Firm including total hours estimated, per team member, for the design phase of the project (not including hourly rates; hourly rates to be included in financial proposal only);
- c. Provide the identity and resume of the team member who will take on the Lead Prime Consultant role;
- d. Resumes of the proponent's Consulting and Sub-consulting Team leads clearly indicating years of design and construction experience;
- e. A description of the services the proponent's Consulting and Sub-consulting Team or Firm has previously delivered together and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- f. And its knowledge, skills, and expertise in the following areas:
  - Architectural Design
  - Landscape Architecture
  - Civil Engineering
  - Structural Engineering
  - Mechanical and Electrical Engineering (Site Servicing)
  - Marine Engineering
  - Coastal Engineering
  - Land Surveying
  - Accessibility
  - Accessible playground design
  - Inclusive stakeholder engagement
  - Knowledge in water recreation design (swimming), etc.
  - Ability to coordinate work with Authorities Having Jurisdiction
  - Cost Estimating
  - Constructability reviews
- g. In addition to the key disciplines noted above, the proponent should also provide a description of the teams' knowledge, skills, and expertise in the following project specific areas:
  - Designing barrier-free outdoor spaces for people with physical sensory and other disabilities

- Designing natural outdoor play spaces including playful topographical elements
- Designing inclusive public spaces that are especially inviting for members of marginalized communities and underrepresented groups
- Designing with native Nova Scotian plants, salt-tolerant species, and edible landscaping

**D.5.2 Detailed Design Team(s) Proposed Plan and Schedule – Total Points = [20 points\*\*]**

Each proponent should provide the following in its proposal:

- a. Provide a design development approach to successfully conform to the requirements stipulated herein and that is harmonized with the project requirements, specifically responding to the “What We’re Hearing” Report;
- b. Identify how the Prime Consultant will schedule the work so that the Phases are completed in the most efficient manner;
- c. Risk Management: The proponent should identify the likelihood of the risks occurring, identify risk mitigation strategies for each and, in the event the risk occurs, assess the impact and identify the corrective action. The proponent should identify potential significant risks not listed above and provide the risk mitigation for each inclusive of corrective action strategies that the proponent would take in such circumstances.
- d. Project Work Breakdown Preliminary Project Schedule: Preliminary project schedule indicating critical path, milestone dates, scope, and duration of each phase of design development, etc.
- e. How does the Design team(s) propose to perform Cost Control measures throughout the project including budget cost cash flow projections?
- f. Resource Management: Develop Nova Scotia acknowledges that instances can arise where a proposed resource is no longer employed by or associated with the proponent, or is otherwise unavailable to the proponent at the time of the service requirement. In these cases, the proponent agrees to provide replacement resources with equivalent (or greater) experience and capability, and the selection of the replacement resources will be subject to the approval of the client department.
- g. In the proposal, describe the process that would be used for including the client department in the selection of replacement resources and for securing client department approval. Describe how changes in the Prime Consultant Team Lead would be handled if this becomes necessary.
- h. If new service requirements emerge during the project, the client department will make every effort to provide the successful proponent with as much advance notice as possible. Describe the process and typical timelines involved in making additional resources available to this project. Describe the process that would be used to resolve a situation where the client department concludes that an assigned resource from the proponent is not performing their responsibilities adequately.

**D.5.3 Detailed Design Team Added Value – Total Points = [15 Points \*\*]**

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

Describe examples where the Prime Consultant has demonstrated out-of-the-box solutions or creative ideas to a complex situation while maintaining the pre-established life-cycle unchanged through design and construction, and where strategies such as cost-savings or value engineering alternatives were implemented successfully. The ‘added value’ component will be measured on the team’s ability to

demonstrate that future design options will not be offered based on compromises to the intended life cycle described in Section D.2.3.2 – Design Principles.

The proponent should also describe, if applicable, their experience and expertise in the following project-specific areas, and relate this experience to the Cunard Public Space project:

- Designing in consultation with a Mi'kmaw cultural advisor, Mi'kmaw artist, or Mi'kmaw designer (these individual(s) may form part of the design team)
- Sensory-friendly design
- Design of fun outdoor spaces incorporating landscape as well as public space features, playful site furnishings, etc.
- Design of public spaces that succeed in the winter months.
- Design of public spaces that are fun for all ages.

#### **D.5.4 Sustainability – Total Points = [10 Points\*\*]**

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

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

To aid Develop Nova Scotia in better understanding the sustainable and social attributes for these services the proponent should prepare the following:

- a. A statement that outlines the proponent's commitment to the sustainable prosperity of Nova Scotia (e.g., meeting today's needs without compromising the needs of tomorrow).
- b. Given the requirements in this RFP, describe how the service that you are proposing will be provided in a sustainable manner (e.g., considering greenhouse gas reduction, waste reduction, toxicity reduction, worker health and safety, and local economic development).
- c. Explain how you make a social difference. This could include but is not limited to your respect and support of social and cultural difference, of diversity, equity and inclusion, charitable partnerships, and community and virtual volunteering.

#### **D.5.5 Accessibility – Total Points = [10 Points\*\*]**

Nova Scotia's Accessibility Act "recognizes accessibility as a human right, and outlines how we will improve accessibility by preventing and removing barriers. It sets a goal of an accessible Nova Scotia by 2030"<sup>1</sup>. At Develop Nova Scotia, we are committed to achieving this goal, and setting the example for future projects. Our approach of working with communities through an inclusive design process is intended to centre lived experiences of people that typically don't have a say in development projects, especially those with unique experiences and perspectives like people with disabilities. We recognize many barriers exist in simply accessing public spaces and buildings. These barriers are not only physical but can be sensory and cognitive.

Describe how the proponent plans to meet or exceed the goal of an Accessible Nova Scotia by 2030 with this project. This may include the standards, resources or guidelines that could be adhered to, for example:

- CSA B651-18: Accessible Design for the Built Environment;
- Nova Scotia Interim Accessibility Guidelines for Indoor and Outdoor Spaces (April 2020) - Currently Under Review;

- The CNIB Foundation's Clear Print guidelines;
- Braille Literacy Canada;
- Digital Accessible Information Systems;
- or any rating systems that may influence the project (i.e., Rick Hansen Foundation Accessibility Certification, A Guide to Creating Accessible Play Spaces, etc.).

Describe how the proponent will address accessibility barriers inclusive of sensory and cognitive experiences. In addition, describe how you propose to work alongside persons with disabilities in the design and implementation phases of the project.

1. Source: Access by Design 2030: Achieving an Accessible Nova Scotia (pg.4)