

# Parks, Recreation & Culture

## REQUEST FOR PROPOSALS

Interpretive Signage for Burntcoat Head Park  
RFP50123

Release date: **January 6, 2016**

**Proposals will be received up to**  
3:00:00 pm local time on January 21, 2016

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Telephone: (902) 883-7098, Ext 232  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)



**EAST HANTS**  
**We live it!**

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## 1. INSTRUCTIONS TO PROPONENTS

### 1.1. Introduction

- 1.1.1. East Hants has, in cooperation with certain other contractors, developed concept designs for interpretive signage for Burntcoat Head Park in Noel, NS. The scope of this Request for Proposals (RFP) includes development of shop drawings, materials lists and other documentation to finalize the design for the sign Support Structures and brackets, prepare the sign Content Panels for printing, print the Content Panels and, in most cases, to fabricate and install the sign components in the Park.
- 1.1.2. To this end, East Hants is seeking competitive proposals from the marketplace to identify a Contractor to provide these Services.

### 1.2. Definitions

- 1.2.1. **Proponent:** An individual or company who submits a proposal.
- 1.2.2. **Successful Proponent:** the proponent whose proposal is selected for award.
- 1.2.3. **Independent Contractor:** a Proponent, successful or otherwise, is considered to be an Independent Contractor, not an employee of East Hants.

### 1.3. Proposal Deadline

- 1.3.1. Proposals will be received up to 3:00:00 pm local time on January 21, 2016 at the address listed below:

Civic: Municipality of East Hants  
Lloyd E. Matheson Centre  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Mail: Municipality of East Hants  
230-15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Michael Hatfield, RFP50123

- 1.3.2. Proposals must be received at the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre and must have the time and date indicated on it by East Hants staff to confirm receipt prior to the stated Proposal Deadline. Please allow sufficient time to be served by staff.

### 1.4. Proposal Submission

- 1.4.1. Proponents shall submit their proposal as one original copy and two physical copies (total of three paper copies) and one electronic copy in Portable Document Format (PDF), submitted on either a disk or USB key. The original shall be marked "Original" and the duplicate copies shall be marked "Copy".
- 1.4.2. The Proponent must ensure that all copies they submit, including electronic copies, are identical in terms of content. East Hants will not accept any responsibility for omissions or errors in a Proponent's proposal or copy thereof and may reject any proposal where East Hants determines, in their sole opinion, such differences are material to understanding the proposal.
- 1.4.3. The proposal shall be sealed in an envelope and shall be labeled:  
  
"RFP50123 - Interpretive Signage for Burntcoat Head Park"
- 1.4.4. When sending by courier or other means where the label may be obscured, the Contractor must ensure the Competition Number is visible on the outer packaging.

## 1.5. Inquiries

- 1.5.1. All questions or requests for additional information or clarifications regarding this Request for Proposals shall be in writing, by email only, to the attention of:

Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)

- 1.5.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.5.3. Inquires will be accepted up until **three** business days prior to the Proposal Deadline.
- 1.5.4. Proponents are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Proponent acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

## 1.6. Proposal Acceptance (Privilege Clause)

- 1.6.1. East Hants reserves the right to accept or reject any or all proposals.
- 1.6.2. All proposals become the property of East Hants once submitted.
- 1.6.3. Late proposals will be rejected and will be returned unopened. Faxed proposals will not be accepted. Emailed proposals will not be accepted. Incomplete proposals may be rejected.
- 1.6.4. Any proposal that does not include all of the information required in this RFP will be considered incomplete and may be rejected. For greater clarity, this may include, without limitation, recommendation letters, references, insurance submissions, financial information requirements, or any information on which East Hants has stated it may evaluate the proposal.
- 1.6.5. This document and Request for Proposal process does not constitute a call for tenders.
- 1.6.6. Proponents undertake any expenditure related to the submission of a proposal at their own risk.
- 1.6.7. This Request for Proposals neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.6.8. East Hants may include evaluation criteria within this Request for Proposal document to be used as a guideline for Proponents (see Proposal Evaluation Criteria). East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Proposals received and the needs of East Hants.
- 1.6.9. East Hants reserves the right to accept or reject all or any Proposals, and to not accept the lowest Proposal. East Hants may accept any Proposal or any portion of any Proposal that may be considered to be in the best interests of East Hants.
- 1.6.10. East Hants reserves the right to waive formality, informality or technicality in any Proposal. This includes the right to accept a Proposal that is not strictly compliant with the instructions in the Request for Proposals document.
- 1.6.11. East Hants reserves the right to amend this Request for Proposal document at any time before the Request for Proposal's closing date and will issue an addendum in the event of a change.
- 1.6.12. East Hants reserves the right to negotiate, after the Request for Proposal's Proposal Deadline, with any Proponent for services and to finalize service arrangements in the best interests of East Hants.



- 1.6.13. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Proposals.
- 1.6.14. East Hants reserves the right to interpret any and all aspects of this Request for Proposals as may be most favourable to East Hants.
- 1.6.15. In submitting a Proposal, the Proponent has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same.
- 1.6.16. Should a Proponent find any discrepancies, errors, or omissions in this RFP, or if a Proponent is unsure as to the meaning of anything in this RFP, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Proponents, in an addendum.
- 1.6.17. The Proponent is responsible for all costs associated with preparing and submitting this Proposal. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Proposal.
- 1.6.18. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.
- 1.6.19. East Hants may cancel the RFP process at any time, for any reason, in its sole discretion. In the event that an RFP process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Proponent or potential Vendor or Proponent.
- 1.6.20. In providing a Proposal, the Proponent warrants that their Proposal is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Proposal is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants. Proponents must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the RFP process, including the influence of award.
- 1.6.21. Proponents shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Proponent or their servants in the preparation of their Proposal and/or in the course of delivering Services.
- 1.6.22. Proponents are advised to no commitment to purchase Goods or Services shall exist until the successful Proponent is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.6.23. This process and the procurement of Goods and Services, if any, resulting from this RFP process will be subject to the [\*Atlantic Provinces Terms and Conditions, Goods and Services\*](#) and the terms and conditions noted herein. Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.
- 1.6.24. East Hants does not bind itself to accept any Proposal, but may accept any Proposal, in whole or in part, or discuss with any Proponent different or additional terms to those described in this RFP or in such Proponent's Proposal. East Hants may:
  - reject any or all of the Proposals;
  - accept any Proposal;
  - if only one Proposal is received, choose to accept or reject it;
  - not to accept the lowest bid price; or
  - alter the schedule, RFP process, or any other aspect of the RFP, as it may determine in its sole and absolute discretion.



- 1.6.25. Submitting a Proposal shall be deemed proof that the Proponent was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFP. East Hants will not be liable for claims made by a Proponent that they were uninformed or unaware of the requirements, terms or conditions of this RFP.

#### 1.7. Proposal Openings

- 1.7.1. East Hants will proceed with private openings for this RFP. Proponents will be advised of the results of the RFP once a determination of award has been made.

#### 1.8. Proposal Validity

- 1.8.1. Proposals shall remain valid for acceptance for a period of sixty (60) days from the Proposal Deadline or such additional time as may be mutually agreed upon in writing.

#### 1.9. Fees, Expenses and Disbursements

- 1.9.1. The Proponent is responsible to ensure that their proposal clearly describes total estimated cost to provide the Services. The Proponent must supply a detailed estimate of the total cost including all fees, expenses, and disbursements for which the Proponent expects to be paid.
- 1.9.2. This work is being conducted with public funds and therefore may be subject to access to information requests. In order to operate in a fair and transparent manner, the name of the Successful Proponent and the lump sum costs provided by the Successful Proponent may be made public after award. However, East Hants believes the disclosure of individual unit costs or rates may be harmful to the competitiveness of Bidders and therefore will not publish or provide unit rates related to this or any competition, nor will they release any Proposal, or part thereof, without consulting the Proponent first, unless required to in law.

#### 1.10. Proposal Requirements

- 1.10.1. The background, nature of the required Services, and other details which the Proposal must address are described in Schedule A, Service Description. East Hants has tried to clearly describe what it wants to achieve in requesting these Services, its service expectations, and the level of support we may expect from the Successful Proponent during the term of the Service delivery.
- 1.10.2. The Proponent must describe in their proposal how they propose to deliver the Services, including, but not limited to, a brief description of the steps they would undertake and the methodology they would apply to each the design and fabricating steps. Be sure to address the following:

##### 1.10.2.1. Schedule:

- 1.10.2.1.1. Detailed schedule of showing the estimated date when shop drawings would be completed for the Support Structures and brackets, estimated date for the proofs and final layouts for Content Panels, an estimated date for the completed fabrication of Support Structures, brackets and Content Panels, and the earliest timeframe when installation could be completed (weather dependent), based on the following assumptions:
- Award by the end of January 2016
  - Two business day turnaround on review and approval of shop drawings and proofs by East Hants
  - Installation must be completed by May 13, 2016
- 1.10.2.1.2. A progress invoice will be required at certain intervals, including the end of February and the end of March.



1.10.2.2. Quality:

- 1.10.2.2.1. What materials are being proposed for the fabrication of the Support Structures? In the case of the Gateway Sign, also include a brief description of the materials/methods to be incorporated in the Base design;
  - o Properties of these materials (rot or rust resistance, finish quality, etc.);
  - o On-going maintenance you expect for the components of the Sign after installation (annual painting, staining, etc.);
  - o Expected lifetime of both the Support Structures and the Content Panels; and
  - o Graffiti and vandal resistance.
- 1.10.2.2.2. How do you intend to attach the Support Structure to the Base? Include a description of the materials to be used and their properties.
- 1.10.2.2.3. How will Content Panels be fabricated (printing process, process for double-sided Content Panels, etc.)? Include a description of the materials to be used and their properties.
- 1.10.2.2.4. How do you intend to address the mounting of Content Panels (hidden fasteners, clamps, bolt through, etc.)? Mounting must not obscure or detract from the Content of Content Panels. Include a description of the materials to be used and their properties.

1.10.2.3. Examples:

- 1.10.2.3.1. Three examples of similar work, including clear representations of the mounting, Support Structures and Content Panels. Where possible, include photographs of the Signs once they were installed, in addition to any other photos, drawings or sketches. Include:
  - 1.10.2.3.1.1. Name of you're the company purchasing the Services;
  - 1.10.2.3.1.2. Location where signs were installed and when;
  - 1.10.2.3.1.3. What work you performed (if not both designing and installing);
  - 1.10.2.3.1.4. Current contact name for the organization which purchased the services, including name, phone number and email address; and
  - 1.10.2.3.1.5. Approximate value of the work.

1.10.3. Proponents must provide realistic cost figures as part of their proposal. The Proponent must include Unit Rates for the following Work Elements, inclusive of all costs for which they wish to be reimbursed for each Work Element. The Work Elements are more fully described in Schedule A:

- 1.10.3.1. Cost to finalize the design of the Support Structure for all Specified Signs except the Gateway Sign;
- 1.10.3.2. Cost to finalize the design of the Content Panels for all specified Signs including for the Gateway Sign;
- 1.10.3.3. Cost to fabricate all Content Panels for all specified Signs, including for the Gateway Sign;
- 1.10.3.4. Cost to fabricate all Directional Sign Support Structures, including mounting for the Content Panels;



- 1.10.3.5. Cost to fabricate all Small Interpretive Sign Support Structures, including the mounting for the Content Panels;
- 1.10.3.6. Cost to fabricate all Panoramic Interpretive Sign Support Structures, including the mounting for the Content Panels;
- 1.10.3.7. Cost to install all of the fabricated Support Structures and to install the Content Panels (except those for the Gateway Sign); and
- 1.10.3.8. Cost to finalize the design of the Gateway Sign (Content Panels are part of 1.10.3.2.) for fabrication. This will include the material list, a cost estimate and a full set of plans which will enable East Hants to build the Base, Support Structure and associated brackets at a later date.
- 1.10.4. Proponents must complete and submit with their proposal Appendix A, the Proposal Form, Appendix B, The Proposal Summary and Appendix C, the Safety Questionnaire.
- 1.10.5. In addition, the Proponent must complete any table, Schedule or Appendix identified in the RFP. The Proponent may include any tables or attachments it feels will help clarify their proposals above the minimums identified in the RFP document.
- 1.10.6. Proponents must indicate whether they are the sole undertakers of the work or whether subcontractors will be used for certain parts of the work.
- 1.10.7. The Proponent must supply the résumés of the Primary Team Members listed in Appendix B of their Proposal.
- 1.10.8. The Proponent must supply a list of all staff they anticipate to assign to the complete the Services, and must include an organizational chart showing the lines of responsibility and reporting structure of these staff.
- 1.10.9. If a subcontractor is to be used, the Proponent must include a list of the subcontractor's staff, their organizational chart (if applicable) and the resumes of Primary Team Members listed in Appendix B. The role of any subcontractor must be clearly defined and outlined in the Proposal.
- 1.10.10. The proposal shall include a schedule indicating any stages proposed for the Services, together with the time required to complete each Work Element. The schedule shall indicate milestone dates and dates that items are to be delivered to East Hants.
- 1.10.11. East Hants may, without creating an obligation to any Proponent, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any proposal or from any Proponent, prior to award.
- 1.10.12. The Proponent is responsible for all costs associated with preparing and submitting this proposal. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the proposal.
- 1.10.13. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.
- 1.10.14. To qualify for award, a Proponent be registered with the Workers' Compensation Board of Nova Scotia (WCBNS), regardless of the size of the company or its usual status with WCBNS. The Proponent is required to provide a Clearance Letter with their Proposal, except where:
  - 1.10.14.1. a Proponent is not currently registered, but intends to register as a condition to providing the Services; and
  - 1.10.14.2. Where the Proponent confirms in Appendix B that they have inquired with WCBNS and have determined they will be able to obtain such coverage.



- 1.10.15. In addition to the clauses herein, the successful Bidder will also have to comply with the terms and conditions specified in Schedule A and the Independent Contractor Agreement. Failure to comply with these conditions may result in the rejection of the Proponent's proposal or the cancellation of award.

#### 1.11. Proposal Evaluation

- 1.11.1. East Hants will evaluate each proposal using the criteria specified below.

Criteria	Available Points
<b>Proposal Document Score</b>	
Comprehension ( <i>demonstrated understanding of the requirements and objectives in performing the Services</i> )	/10
Work Plan/Schedule ( <i>detailed and reasonable approach to the requirements and objectives; solutions and materials offered; schedule</i> )	/25
Completeness and Value ( <i>degree to which proposal addresses submission requirements</i> )	/5
Presentation ( <i>appearance of proposal as indicative of firm's work</i> )	/5
Capability Rating ( <i>training and skills; relevant experience on similar projects; adequate number and type of resources; references; safety questionnaire</i> )	/20
<b>Sub-Total</b>	<b>/65</b>
<b>Cost Rating</b>	<b>/35</b>
<b>Total</b>	<b>/100</b>

- 1.11.2. When evaluating the proposals, East Hants will assign points for Cost based on the following formula:

(Lowest proposal cost divided by Proponent's proposal cost) multiplied by the Available Points

- 1.11.3. The Proponent who has obtained the highest number of total points once all scores are calculated will be considered for award.
- 1.11.4. In the case of a tie, East Hants may chose the Proponent's proposal which achieved the highest Sub-Total in for Proposal Document Score. If that does not resolve the issue, East Hants may use chance to determine which Proponent to consider for award.

## Appendix A - Proposal Form

Proposal submitted by: \_\_\_\_\_

The Proponent must complete the following table to be submitted with their proposal. While the intent is to complete all Work Elements, budget considerations, approvals, Schedule or, without limitation, other considerations may impact East Hants's ability or desire to complete Elements. By providing a price for a Work Element, the Proponent acknowledges that East Hants may, at its sole discretion, award or not award any Work Element.

Work Element	Quantity	Unit of Measure	Unit Cost	Extended Cost
Cost to finalize the design for the Support Structures for all Specified Signs except the Gateway Sign	1	Lump Sum		
Cost to finalize the design for the Content Panels for all specified Signs including the Gateway Sign	1	Lump Sum		
Cost to fabricate all Content Panels for all specified Signs, including the Gateway Sign	1	Lump Sum		
Cost to fabricate Directional Sign Support Structure, including mounting for the Content Panel;	3	Each		
Cost to fabricate Small Interpretive Sign Support Structure, including the mounting for the Content Panels	3	Each		
Cost to fabricate Panoramic Interpretive Sign Support Structure, including the mounting for the Content Panel	2	Each		
Cost to install all of the fabricated Support Structures and to install the Content Panels (except those for the Gateway Sign);	1	Lump Sum		
Cost to design the Gateway Sign (less Content Panel design)	1	Lump Sum		
<b>Total Cost</b>				

All Costs shown will be exclusive of Harmonized Sales Tax (HST).

In the event of a disagreement between Unit Rate and Extended Cost, Unit Rate shall prevail.

The Proponent hereby agrees that the work proposed in the table will be completed by the dates stated in the Schedule for the Unit Cost indicated in the table above, inclusive of, without limitation, all fees, expenses or costs for which the Proponent may wish to be reimbursed, except HST.

Name of Firm submitting Proposal: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date



## Appendix B - Summary of Proposal

### 1. Contact information for Proponent:

Name of Primary Proponent Firm	
Address	
Phone Number (office)	
Fax Number	
Primary Project Contact Name	
Email Address for Primary Contact	
Cell Phone Number for Primary Contact	

### 2. Subcontractor List (if any):

Name of Subcontractor Firm	
Address	
Phone Number (office)	
Fax Number	
Project Contact Name	
Name of Subcontractor Firm	
Address	
Phone Number (office)	
Fax Number	
Project Contact Name	
Name of Subcontractor Firm	
Address	
Phone Number (office)	
Fax Number	
Project Contact Name	



## 3. Primary Proponent Team Members:

- a. Proponents must attach resumes of primary team members to Appendix B when submitting their proposal.

Primary Proponent Team Member Name	Function/Job Description

## 4. Subcontractor Key Team Members (if any)

Subcontractor Firm Name	Subcontractor Team Member Name	Function/Job Description



## 5. Experience/ References:

a. Provide three references for similar work completed by your company in the format illustrated below.

Company Name	Contact Name	Year project Completed	Service Provided and where	Project Value (\$)	Contact Email	Contact Phone Number

## 6. Insurance (attach Certificate or declare intention to obtain coverage):

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## 7. Workers' Compensation (attach Clearance Letter or declare intention to obtain coverage):

---

## 8. Receipt of the following addenda is hereby acknowledged:

Addendum:	<hr/>	dated:	<hr/>
	<hr/>		<hr/>
	<hr/>		<hr/>
	<hr/>		<hr/>
	<hr/>		<hr/>

Please review this RFP document to confirm you have met all of the requirements for the submission, including, without limitation, the correct number of copies and the labeling requirements. Please verify that all of the schedules, sections and signatures have been completed before sealing the envelope.



## Appendix C: Safety Questionnaire

Contractors wishing to submit proposals to the Municipality of East Hants must complete this questionnaire and submit it with their bid information.

### GENERAL INFORMATION

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

### INSURANCE/WORKERS' COMPENSATION COVERAGE:

Is your company covered by general liability insurance, automotive insurance, umbrella policies, etc., that would cover the cost to damages to and incidents involving third parties?

☐ Yes ☐ No

Is your company in good standing with the Workers' Compensation Board for the Province of Nova Scotia?

☐ Yes ☐ No

If no, please explain \_\_\_\_\_

### SAFETY PERFORMANCE:

Does your company have any non-compliance or outstanding issues with the Nova Scotia Department of Labour and Advanced Education or Nova Scotia Department of Environment, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines?

☐ Yes ☐ No

If yes, please attach a note explaining the details, including current status or resolution.

### SAFETY PROGRAM:

Does your company have a written safety policy signed by management?

☐ Yes ☐ No

Does your company have written safety policies, procedures, and safe work practices applicable to the scope of work to be performed, including clearly defined safety responsibilities for managers, supervisors and workers?

☐ Yes ☐ No

How do you communicate your safety policies and procedures?

\_\_\_\_\_

How often do managers/principals/executive officers visit the work site? \_\_\_\_\_

Please explain how you conduct on-site inspections, including how often they are conducted, what they cover and who conducts them?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





Does your company have a risk assessment procedure?

☐ Yes ☐ No

Does your company have a procedure for investigating incidents, accidents, and near misses?

☐ Yes ☐ No

The Contractor shall attach a list and contact information of all supervisors that will be used on site, as well as any safety coordinator or persons responsible for job safety.

Do you provide on the job training to all employees?

☐ Yes ☐ No

Please indicate how you inform your employees, other workers or persons at or near the workplace of any workplace hazards to which they may be exposed.

---

---

Do you have a disciplinary policy in place for anyone committing health or safety violations?

☐ Yes ☐ No

Please describe:

---

---

---

Do you have a Joint Occupational Health and Safety Committee or Representative?

☐ Yes ☐ No

Do you have a preventative maintenance program for tools and machinery?

☐ Yes ☐ No

Please provide any other information relating to other programs or activities that demonstrate your company's safety conduct and in accordance with all health and safety requirements.

NOTE: PLEASE BE ADVISED THAT DURING THE TENDERING PROCESS OR AT ANY TIME DURING THE CONTRACTED WORK, EAST HANTS MAY REQUEST COPIES OF POLICIES, PROCEDURES, RECORDS, OR DOCUMENTATION OF PROOF FOR ANY QUESTIONS ANSWERED ON THIS QUESTIONNAIRE.



## Appendix D - Independent Contractor Agreement

THIS AGREEMENT is effective <<date>>, 2016 ("Effective Date")

Between

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act (SNS 1998, c. 18)*, having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia, hereinafter called "East Hants"

~and~

<<LEGAL NAME>>, a body corporate under the laws of <<jurisdiction>> (the "Contractor")

### BACKGROUND

East Hants wishes to retain the Contractor to provide <<insert>> Services in East Hants, NS, more fully explained in Schedule A, Statement of Requirements.

IN CONSIDERATION of mutual obligations and agreements specified herein, the parties agree as follows:

### DEFINED TERMS

- 1 Services means the services supplied by the Contractor as specified within this Agreement.
- 2 East Hants Representative means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this Agreement.
- 3 Schedule means the timeline, including deadlines, review dates and any other milestones or dates established by East Hants for the delivery of the Services. The Schedule may only be modified with written permission from East Hants.
- 4 Contractor and Consultant mean the same under this Agreement.

### CONTRACT DOCUMENTS

- 5 This Agreement consists of the following documents: (NTD: These are the documents that define the agreement. If accepting a proposal, be sure the proposal is included. If the requirements were modified by addenda, these will be included or the modifications made to the documents will be incorporated.)
  - a. This Independent Contractor Agreement;
  - b. Schedule A, Statement of Requirements;
  - c. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
  - d. <<insert additional documents as applicable>>.

### INTENT

- 6 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services.
- 7 The Contractor warrants that it has the necessary resources to complete the Services in a competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, adequate financial resources, and any other unique or general resources necessary to complete the Services.

## TERM

- 8 This Agreement shall commence on the Effective Date and shall end:
- a. Upon completion of the Services to the satisfaction of East Hants and in no event, unless otherwise agreed in writing between the parties, any later than May 13, 2016; or
  - b. In the event of Termination in accordance with the terms of this Agreement

## REMUNERATION

- 9 East Hants shall remunerate the Contractor at the Unit Rates specified in Schedule A, subsection *Unit Rates*. In addition:
- a. Remuneration, or part thereof, is only payable when the Contractor, as determined by East Hants, has satisfactorily delivered the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Contractor.
  - b. Invoices must be submitted monthly by the Contractor and must be supported in such detail as East Hants may request.
  - c. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval.
  - d. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
  - e. No payment made by East Hants under this Agreement shall constitute acceptance of work or products that are not in accordance with the requirements of the Agreement.
  - f. East Hants may reject an invoice on the basis that the Services it refers to are, in its sole opinion, incomplete or unsatisfactory. In the case where the Services are deemed unsatisfactory, the Contractor will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in the East Hants's sole opinion, East Hants may terminate the Agreement.
  - g. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor had assumed responsibility in performing the Services.
  - h. In the event the Agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the Contractor shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination.
  - o. The Contractor shall be solely responsible to pay all costs and expenses arising out of this Agreement, whether or not East Hants intends to reimburse the client for them.
  - p. The Contractor is responsible to maintain a thorough cumulative record of all fees, expenses and disbursements over the term of the Contract. The Contractor must provide East Hants with an electronic copy of such record upon request.

## INDEPENDENT STATUS

- 10 The Contractor will provide the Services to the East Hants as an Independent Contractor and not as an employee.

Accordingly:

- a. The parties acknowledge that the Contractor and any subcontractor they may engage, and their respective employees, are not, nor are they deemed to be, employees of East Hants within the meaning set out in any employment legislation that may be applicable, or otherwise.
- b. The Contractor agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Contractor or amounts paid by the Contractor to its employees or contractors.
- c. The Contractor also agrees to indemnify East Hants from any and all claims in respect to East Hants's failure to withhold and/or remit any payroll taxes, employment insurance premiums, Canada Pension Plan contributions, or similar payroll deductions.
- d. Further, the Contractor shall be solely and entirely responsible for all payments under the applicable Workers' Compensation legislation as it relates to their ability to provide service and receive payment.
- e. The Contractor agrees that as an Independent Contractor, the Contractor, and any person for whom it is legally responsible, will not be qualified to participate in or to receive any employee benefits that East Hants may extend to its employees.
- f. The Contractor shall not have any power to accept an obligation, incur any liability, promise any performance, and/or request or obtain any credit on behalf of East Hants.
- g. The Contractor is free to provide services to other clients, so long so long as there is no interference with the Contractor's contractual obligations to East Hants.

## PERSONNEL

- 11 The Contractor is advised that East Hants expects the personnel listed in the Contractor's duly signed proposal to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing any member of the work team. In the case of personnel being changed, the new personnel being assigned must have a similar length and breadth of experience relevant to this project as the personnel being replaced and they must otherwise be acceptable to East Hants.
- 12 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this Agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language, comments or gestures, unsafe work practices, or demonstrated incompetence may be cause to have an employee removed.

## SUBCONTRACTOR

- 13 The Contractor is advised that the subcontractor listed in the Contractor's proposal and their work scope cannot be changed without the written permission of East Hants. Failure to comply with this provision will be considered a breach of contract and may result in termination of the Agreement.
- 14 If the Contractor finds that a subcontractor named in this Agreement cannot perform some or all of the Services for which they were named, the Contractor may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Contractor must:
- a. Identify the reasons why the named subcontractor cannot complete the Services;

- b. Provide the name, qualifications and experience of the proposed replacement subcontractor;
  - c. Make such request in writing; and
  - d. Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 15 Permission to replace a subcontractor will not be unreasonable withheld. However, East Hants reserves the right to, in its sole discretion, reject any proposed replacement subcontractor the Contractor may name. The rejection of a replacement subcontractor shall not relieve the Contractor of their obligation to perform the Services under this Agreement.

#### CONFIDENTIALITY

- 16 Information provided by East Hants is to be treated as confidential and is not to be disclosed to any third party without the written permission of East Hants except as necessary to perform the Services.

#### INFORMATION COLLECTED

- 17 All information and material produced by the Contractor in the course of the Services, including, but not limited to, calculations, design notes, criteria, graphs, figures, maps, reports, drawings, analysis, profiles, and plans, will become the property of East Hants and an electronic copy of such information must be turned over to East Hants upon completion or termination of the Services.
- a. The Contractor understands that East Hants intends to use such collected information to perform the business of the Municipality of East Hants; to that end, the Contractor agrees that East Hants may, without limitation, use, distribute, reproduce, and/or publish such information without penalty or exclusion; and
  - b. East Hants reserves the right to amend such collected information whenever and for whatever purposes it chooses to do so.

#### INDEMNIFICATION

- 18 The Contractor shall indemnify and hold harmless the Municipality of East Hants, its officers, members of municipal council, employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings made, sustained, brought, prosecuted or threatened to brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any acts or omissions on the part of the Contractor, its officers, employees, students, agents, volunteers or those for whom you are responsible arising out of this Agreement.

#### INSURANCE

- 19 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of 2,000,000 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for:
- a. Blanket contractual liability;
  - b. Owners' and contractors' protective liability;
  - c. Broad form property damage;
  - d. Hostile fire;
  - e. Tenant's legal liability;
  - f. Non-owned automobile liability;
  - g. Contingent employer's liability; and



- h. Products and completed operations liability.
- 20 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:
- a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
  - b. State that this insurance does not have a Total or Absolute pollution exclusion applied. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services;
  - c. Provide for 30 days' written notice of cancellation or material change. The Contractor must provide a new certificate each time the insurance is renewed; and may allow that
  - d. Excess or umbrella insurance may be used to achieve the required insurance limits noted in Clauses 19 and 21.
- 21 The Contractor must have and must maintain automobile insurance in the amount of \$2,000,000 for the duration of the Agreement and must provide a certificate of insurance confirming this coverage;
- 22 The Contractor is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the Agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment.
- 23 In addition:
- a. In the case where the Contractor will use subcontractors to perform some or all of the Services, the subcontractor must obtain and, when required to by East Hants, provide proof of insurance coverage equal to that required of the Contractor under this Agreement.
  - b. Failure to maintain the required insurance coverage may be grounds for termination of the Agreement;
  - c. If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the Agreement;
  - d. Changes to incorporation information must be disclosed within a reasonable time of the change; and
  - e. Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.

#### REGULATIONS

- 24 The Contractor shall comply with all existing Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the Agreement.

#### TAXES

- 25 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 26 The Contractor shall indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that East Hants is legally obligated to pay. This amount will be included in payments to the Contractor.



- 27 In the event of changes in applicable tax legislation to provide additional tax relief during the course of this Agreement, it is the intent of the parties that any benefits therefrom shall accrue to the Municipality who shall deduct any overpayment of taxes from moneys due to the Contractor.
- 28 In the event of additional taxes being imposed during the course of the Agreement, it is the intent of the parties that the additional amounts paid by the Contractor will be reimbursed by East Hants in accordance with the requirements of the applicable tax act.

#### WORKERS' COMPENSATION

- 29 The Contractor must be registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS) regardless of their jurisdiction of incorporation, location of premises, or typical status with WCBNS.
- 30 No payments will be made by East Hants to the Contractor unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.

#### CONFLICT OF INTEREST

- 31 The Contractor must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Contractor, either direct or through a third party, which may appear to create an unfair advantage for the Contractor or where it may appear that an employee of East Hants may personally benefit from this Agreement, must be identified. East Hants is currently developing a *Code of Business Conduct* which, when implemented, will also become the responsibility of the Contractor to follow, in as much as it affects the delivery of these Services.

#### PERFORMANCE

- 32 If any part of the Services is found to be deficient or not in accordance with the terms of this Agreement or standards specified herein, East Hants may, at its sole discretion:
- a. Require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense, to comply with the terms of the Contract; or
  - b. If the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the work or to perform the Services or to perform such corrections or to perform such Services themselves. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is not amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or
  - c. Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the Agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
  - d. East Hants may terminate the Agreement in accordance with the Termination clauses herein.

#### TERMINATION

- 33 East Hants may terminate this Agreement at any time, for any reason, by providing thirty days written notice to the Contractor. This notice period may be increased by written Agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.

- 34 Notwithstanding the above, East Hants may terminate this Agreement without notice if the Contractor makes changes to the approved list of Contractor's personnel tasked to complete the Services or to the subcontractor engaged to complete the Services without first obtaining the written permission of East Hants.
- 35 East Hants may terminate this Agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the Agreement.
- 36 East Hants reserves the right to terminate this Agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.
- 37 Termination of the Agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

#### RECEIVERSHIP

- 38 In the event that a Receiver is appointed to manage the affairs of the Contractor, East Hants reserves the right to enter into an Agreement with another party to perform the Services. Under no circumstances shall East Hants be responsible for any losses suffered by the Contractor.

#### ASSIGNMENT

- 39 The Contractor may not transfer or assign this Agreement without the express prior written permission of East Hants. Assignments or transfers with are attempted to be made to this Agreement without such permission will be void.

#### ENTIRE AGREEMENT

- 40 The Agreement, together with the Schedules, form the complete Agreement between the parties and shall supersede any and all previous communications, oral or written, express or implied, between the parties. This Agreement may only be amended in writing, with such amendment being signed by authorized representatives for each party and clearly indicating this specific Agreement.

#### INTERPRETATION

- 41 The headings introducing each paragraph or section are for reference only and shall not affect the interpretation of the Agreement. Any numbers or changes of gender will be interpreted in context.

#### NOTIFICATION

- 42 Any notifications of a general nature related to this Agreement may be provided by any written means, including email. It remains the responsibility of the sender to ensure the notification has been received and acknowledged by the intended recipient. Material notifications such as relate to clauses covering termination or changes to personnel shall be delivered by registered mail, courier requiring the signature of the person specified in this clause, or in person where the person specified in this clause may confirm acceptance in writing.
- 43 The Notifications shall be addressed as follows:
- a. By mail to East Hants:

Municipality of East Hants  
<<Project Number - Project Name>>  
230-15 Commerce Court  
Elmsdale, NS B2S 3K5



Attention: Procurement Officer

**b. By email to East Hants:**

Primary: [procurement@easthants.ca](mailto:procurement@easthants.ca)  
Cc: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca); email address of Project Manager

**c. By courier or in person to East Hants:**

**Municipality of East Hants**  
<<Project Number - Project Name>>  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Procurement Officer

Proceed to the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre

**d. By mail to the Contractor:**

<<Company Name>>  
<<Project Number - Project Name>>  
<<Address>>

Attention: <<Name>>

**e. By email to Contractor:**

Primary: <<email address>>  
Cc: <<as requested by Contractor>>

## GOVERNING LAW

- 44 The laws of Nova Scotia shall govern this Agreement. If any dispute should arise under the terms of this Agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

## ENUREMENT

- 45 This Agreement shall ensure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and assigns.

## SEVERABILITY

- 46 If a provision of this Agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



**WAIVER**

- 47 The waiver or breach of any provision of this Agreement shall not form precedence for future breaches of that provision or any other provision of this Agreement.

**SIGNED** hereunder by representatives of the parties with authority and capacity to do so:

<b>MUNICIPALITY OF THE DISTRICT OF EAST HANTS</b>	<b>&lt;&lt;CONTRACTOR LEGAL NAME&gt;&gt;</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



## SCHEDULE A: SERVICES DESCRIPTION

### 1.1. Background

- 1.1.1. Over the past two years, East Hants has worked with a number of designers, engineers and contractors to add value to one of its more popular tourist destinations, Burntcoat Head Park in Noel, Nova Scotia. One of the first acts was to create a strategic plan for the Park and then to complete the individual actions specified in the plan.
- 1.1.2. To date, East Hants has rejuvenated two trails on the site, made improvements to the lighthouse building, installed a new staircase to the ocean floor, and is currently in the process of completing a new washroom building.
- 1.1.3. With all of these improvements, East Hants, in cooperation with Tourism Nova Scotia, wishes to provide directional and interpretive guidance to visitors to the Park and has done much preliminary work to this end.
- 1.1.4. East Hants has recently commissioned a design company to develop certain Content for use on Interpretive and Directional Signage to be used at the Burntcoat Head Park. The extent of the services performed was to develop the artwork and text for the various Content Panels and to provide concept plans for the Support Structures which establish the optimal dimensions for each finished Sign.
- 1.1.5. East Hants has also engaged an engineering firm to design concrete Bases for each of the Small Interpretive, Panoramic and Directional Signs, as well as to mock up some concept ideas for the brackets that may be used to mount the Support Structures to the existing Bases. The concrete Bases for these three Sign Types have already been placed in the Park, but no brackets or other attachments have been produced.
- 1.1.6. East Hants has also commissioned the design company to develop Content and concept drawings for a Gateway Sign. This Gateway Sign includes several Content Panels, a Support Structure which features a gabian basket full of specially selected rock and is meant to be installed on a concrete Base. Other than the purchase of the stone for the basket, East Hants has done no further work on the Gateway Sign (no Base has yet been designed or installed).

### 1.2. Work Elements:

- 1.2.1. This Agreement may, in East Hants' sole discretion, include the following Work Elements. The Contractor must have sufficient access to resources in order to:
  - Finalize the design for each Support Structure for each Sign Type described below, including the development of brackets to mount the Support Structure to the existing Bases and the brackets or hardware necessary to mount the Content Panels to the completed Support Structure;
  - Take the Content and develop each Content Panel specified below, including the development of shop drawings so that the Content Panels can be fabricated. The Contractor must ensure that the brackets or hardware used to mount the Content Panel will not obscure or detract from the interpretive or directional message;
  - Fabricate the Content Panels;
  - Fabricate and install the Support Structures, supply any brackets and hardware necessary to mount the Support Structure to the Base, supply any brackets and hardware necessary to mount the Content Panels;
  - Finalize the design for the Gateway Sign including the Base, Support Structure, gabian basket, brackets and hardware for mounting the Content Panel and securing the Support Structure to the base; and

- Prepare a detailed cost estimate (Class B or better) to fabricate and install the Gateway Sign. The estimate must include market costs to install the Base, fabricate and install the Support Structure, install the Content Panels and complete the rock feature (gabian basket).

### 1.3. Definitions:

- 1.3.1. **Sign:** Assembly which includes a Base, a Support Structure and one or more Content Panels
- 1.3.2. **Content:** Text, images and graphics provided by East Hants that are printed on a Content Panel
- 1.3.3. **Content Panel:** Printed version of the Content (either printed one side or printed both sides) including any additional spaces necessary to mount the Content Panel to the Support Structure to form a Sign
- 1.3.4. **Base:** in-ground concrete footing for Sign
- 1.3.5. **Directional Sign:** Sign which provides directional guidance to locations on a site, usually by way of arrows and text (though not excluding images)
- 1.3.6. **Small Interpretive Sign:** Sign which provides interpretation of the site through text and images
- 1.3.7. **Panoramic Interpretive Sign:** Sign which provides interpretation of the site through text and images, in this case using a wide format continuous set of images and text
- 1.3.8. **Gateway Sign:** Sign designed to provide a sense of arrival at the site, incorporating Content Panels, a gabian basket containing specially selected rock, and a Support Structure

### 1.4. General:

- 1.4.1. The Contractor will be provided with the Content required for each unique Content Panel as described below.
- 1.4.2. The finalization of Support Structure designs and the design of the Gateway Sign will be a collaborative process involving East Hants. The Contractor will discuss material choices, colours, bracket design and other fabrication issues with East Hants prior to starting the work. The Contractor will provide shop drawings, samples, mock ups or other information to ensure East Hants understands and approves the final design.
- 1.4.3. The Contractor is responsible to ensure that the Sign component pieces are compatible and that they can be assembled as specified in their design. Rework as a result of incompatible parts or pieces is the sole responsibility of the Contractor. East Hants will review each shop drawing, sample and mock up provided by the Contractor promptly and will provide any corrections or comments that are within their capability to provide.
- 1.4.4. The Signs and their component parts must be installed such that they can withstand high winds and four-season weather common in this area and other ocean-front environments (snow, ice, rain, salt-fog);
- 1.4.5. All fasteners and brackets shall be vandal resistant and suitable for the purpose. All hardware must be rust resistant. Where screws and bolts will be exposed, and where galvanic corrosion is not a limitation, stainless steel hardware is preferred;
- 1.4.6. All brackets must be powder-coated to a colour subject to East Hants' approval. Where the bracket is visible (such as when used to mount Content Panels), the colour of the hardware must match the bracket;
- 1.4.7. The companies used to develop the concepts are no longer under contract and will not be available, through East Hants, to answer questions or to provide technical support;



- 1.4.8. The original Support Structure concept designs are provided in PDF format, but were originally developed in SketchUp and can be provided in that format to the Contractor. However, East Hants does not believe they contain any useful structural information;
- 1.4.9. All other concept drawings and maps are available in PDF only;
- 1.4.10. The Content images are provided in PDF, but the raw design files (InDesign) will be provided to the Contractor to facilitate design and fabrication of the Content Panels. Note that the Content images provided are not currently complete (translated text and some minor corrections are pending), but will be completed in sufficient time to comply with the Schedule;
- 1.4.11. The Contractor will be responsible to provide for their own on-site storage facilities and washroom facilities. East Hants will not be responsible in any way for lost, vandalized or stolen materials or equipment; and
- 1.4.12. Waste (construction and demolition debris and garbage) which is generated in East Hants must be disposed of in East Hants. All waste materials must be sorted as per the requirements of East Hants' and may be disposed of, at no charge, at the Waste Management Centre in Georgefield, NS.

## 1.5. Content Panels:

### 1.5.1. General to all Content Panels:

- 1.5.1.1. Content Panels must be resistant to vandalism and sufficiently durable to last for a minimum of five years with little maintenance. A Content Panel must lay flat and may not bend or deflect under its own weight (not at installation nor over time). Content Panels must be built to resist weathering and must remain rigid during periods of warm temperature yet remain flexible in periods of cold weather. As the area is prone to wind, the Panels must be designed and fabricated so as not to shatter or break, in particular along where the Panel is secured by hardware or a bracket. **Note that some of these properties may be achieved by using reinforcement in the Support Structure.**
- 1.5.1.2. The Contractor must provide proofs of the Content Panels prior to printing them. East Hants will review such proofs promptly and will provide any corrections or comments that are within their capability to provide.
- 1.5.1.3. Depending on the style of mounting bracket proposed, Content Panels may need to be printed with an appropriate border such that the content is not obscured by the mounting bracket or fasteners. Wherever possible, mounting hardware and fasteners must be hidden.

### 1.5.2. Content Panels: Directional Signs

- 1.5.2.1. There are three separate Content Panels required. The Content elements which will form the design for all three Directional Signs is described in the following file:
  - D1: <<description>>
- 1.5.2.2. Directional signs may have different directional indications on each side of a single installation.
- 1.5.2.3. The Contractor will be required to finalize the three Directional Content Panel designs in consultation with East Hants using the Content files. This will include, without limitation, editing the Content on the Content Panel to suit the location.

### 1.5.3. Content Panels: Small Interpretive Signs:

- 1.5.3.1. There are three separate Content Panels required and the Content for Small Interpretive Signs is described in the following files
  - S1 Small Interpretive Sign, "S1 A Wonderful Creeping thing"



- S2 Small interpretive Sign, "S2 Harvesting Rich Waters"
- S3 Small Interpretive Sign, "S3 Three Little Lighthouses"

#### 1.5.4. Content Panels: Panoramic Interpretive Signs:

- 1.5.4.1. There are two separate Content Panels required and the Content for Panoramic Interpretive Signs is described in the following files:
- P1, "What's Out There"
  - P2, "The Science of the Tides"
- 1.5.4.2. The Panoramic Support Structure is drawn with a clay-coloured top. This top is meant to represent the Content Panel. It is important that any exposed edges of the Content Panel or substructure installed under the Panel match the colour of the Support Structure (i.e. dark colour). Exceptions may be made if the colour of the Content Panel can be wrapped around or if the Contractor proposes another alternative which is acceptable to East Hants.
- 1.5.4.3. It is likely that visitors to the Park will lean on the Panoramic Sign so it is important that the Content Panel for each Panoramic Sign be sufficiently strong to support such use.

#### 1.5.5. Content Panels: Gateway Sign

- 1.5.5.1. There are three separate Content Panels required and the Content for the Gateway Sign is described in the following files:
- GCP1 "Walk on the Ocean Floor"
  - GCP2 "Between the Tides"
  - GCP3 - this is a chalkboard for staff to write on.
- 1.5.5.2. Content Panels must wrap around one end of the Support Structure with minimal seam visibility.

### 1.6. Sign Types

#### 1.6.1. Sign Types: General

- 1.6.1.1. The Support Structure images provided in Schedule B, *Drawings*, represent the look and feel that East Hants wishes to achieve for each Sign type. The finished product provided by the Contractor must be as close in size and appearance to these images as possible, unless deviations are approved, in writing, by East Hants.
- The intent is for East Hants to obtain durable Signs that look rustic and natural in the environment;
  - East Hants recognizes that some brackets and hardware may require custom fabrication. Wherever possible, the Contractor should use materials that are available off the shelf or otherwise readily available to use in the fabrication;
  - East Hants requires the Support Structures to be anchored to the Bases securely and to be both durable and attractive. That said, they must also be practical and cost effective; and
  - The images are concepts only so may not be relied on for information with respect to the construction of the Support Structure. Methods of attachment, supporting legs, and drawn elements will need to be finalized by the Contractor and must reflect the actual site conditions.



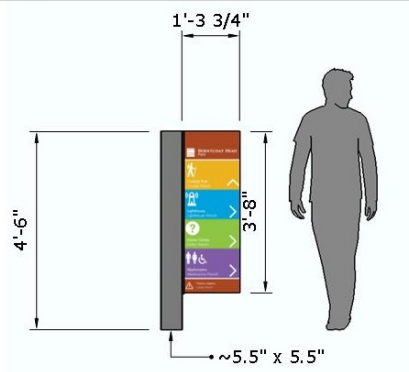
1.6.1.1. Bases have already been installed for all but the Gateway Sign. These Bases for the Panoramic and Directional Signs consist of 14" inch diameter sonotube(s) set 42" deep on a 12" compacted gravel base; the Base is set 4" below grade. The Small Interpretive Bases have a 16" x 24" rectangular concrete pad, set 6" below grade. Without limiting any other requirements necessitated by the application, the following must apply:

- Some early concept drawings for brackets are included for the Contractor's consideration. Installation methods specified herein are to be considered as representative of the types of installation East Hants has considered; the Contractor is responsible to provide the most secure method of attaching the Support Structures that is compatible to their design;
- Hardware used to mount the bracket to the Base must be rust resistant;
- The bracket(s) used to mount the Support Structure(s) must be powder-coated, to a colour selected by or approved by East Hants after award. Such brackets must also be designed and installed such that the post(s) could be replaced, if necessary, at a later date; and
- Installation will include grading around the Sign.

#### 1.6.2. Sign Types: Directional Signs

1.6.2.1. Image of typical Directional Sign, provided for reference only.

Directional Sign



1.6.2.2. Three different Directional Signs are required but they are only differentiated only by the Content of the Content Panels.

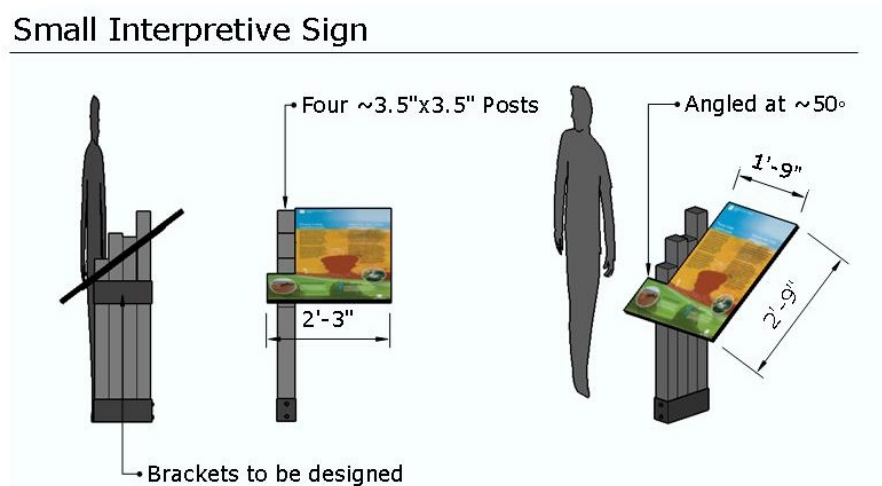
1.6.2.3. The Support Structure will therefore be the same for all three Directional Signs. Such Support Structure must be:

- Comprised of a square, rot resistant lumber post approximately 5-1/2" x 5-1/2" in size. Lumber and laminations of lumber may be considered, provided the end product looks natural, somewhat rustic and is acceptable to East Hants;
- Wood posts must be stained with a dark-coloured transparent or semi-transparent exterior wood stain with water repellant properties. The final colour is subject to approval by East Hants;
- Effort must be taken to select lumber products that are less likely to warp or twist once installed; and
- The finished post must be free from manufacturing marks which will detract from its rustic appearance. In particular, the post must be free from incising.

- Mounted to the existing concrete Base using a metal bracket provided by the Contractor; and
- Complete with all hardware necessary to secure the Support Structure and to mount the Content Panel. If reinforcement is necessary for the Content Panel, such reinforcement and associated hardware and brackets must be included as well.

### 1.7. Sign Types: Small Interpretive Sign

1.7.1. Images showing the typical Small Interpretive Sign (for reference only).



- 1.7.1.1. Three different Small Interpretive Signs are required but they are only differentiated only by the Content of the Content Panels (described in Content Panels as S1, S2 and S3).
- 1.7.1.2. The Support Structure will therefore be the same for all three Small Interpretive Signs. Such Support Structure must be:
  - Comprised of four square, rot resistant lumber posts, each measuring approximately 3-1/2" x 3-1/2" in dimension. Lumber and laminations of lumber may be considered, provided the end product looks natural, somewhat rustic and is acceptable to East Hants;
  - Wood posts must be stained with a dark-coloured transparent or semi-transparent exterior wood stain with water repellant properties. The final colour is subject to approval by East Hants;
  - Effort must be taken to select, place and secure lumber products so that they are less likely to warp or twist once installed; and
  - The finished post assembly must be free from manufacturing marks which will detract from its rustic appearance. In particular, the post must be free from incising.
- Mounted to an existing concrete Base using a metal bracket provided by the Contractor; and



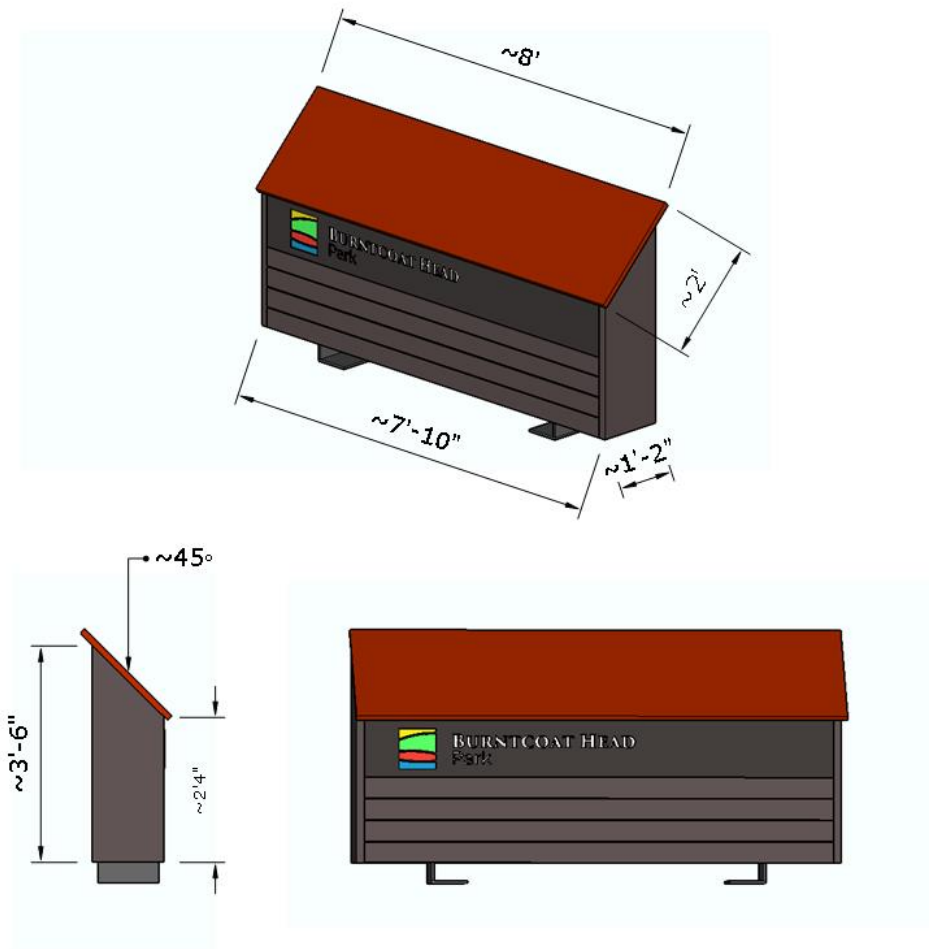
- Complete with all hardware necessary to secure the Support Structure and to mount the Content Panel. If reinforcement is necessary for the Content Panel, such reinforcement and associated hardware and brackets must be included as well.

1.7.2. Sign Types: Panoramic Interpretive Signs

1.7.2.1. Images showing the typical Panoramic Interpretive Sign (for reference only).

## Panoramic Signs

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1.7.2.2. There are two Panoramic Interpretive Signs. Both Panoramic Signs will be fairly uniform in construction and must look approximately like the drawing attached which is labelled

Panoramic Signs. The leg design is certainly open to interpretation, but the overall concept must be maintained. Both Support Structures must:

- Be manufactured of wood or wood products that can be stained with a dark-coloured transparent or semi-transparent exterior wood stain with water repellant properties. If different species of wood are used, the final colour between all species or types of wood must be uniform. The final colour is subject to approval by East Hants;
- Ensure that fasteners are hidden wherever possible in the final assembly;
- The back side of each Panoramic Sign does not need to be filled in;
- Ensure that the logo and lettering used on the front of the Support Structure is raised (commonly called channel lettering) and that it is applied after staining. The Contractor is responsible to match the fonts provided in the concept drawings, match brand standard colours and to devise an installation method. East Hants may consider alternative methods of achieving this look, but only after award;

1.7.2.3. The Sign featuring Content Panel P1 will be installed adjacent to a deck located at the Park.

- The Contractor will need to confirm the deck is level prior to installing the Support Structure;
- There are two Bases installed to support the Support Structure. The Bases are not level with each other owing to the sloping terrain (approximately 6" difference).
- The Contractor will need to fabricate the Support Structure such that it sits level with the deck and that the space between the bottom board on the face of the Support Structure and top of the deck is consistently 4" (with reasonable tolerance). The top of the deck is less than 24" above the lowest Base.

1.7.2.4. The Sign featuring Content Panel P2 will be installed at ground level.

- There are two Bases installed to support the Support Structure; they may not be level with each other owing to the sloping terrain; and
- The Contractor will need to fabricate the Support Structure such it sits level and that the space between the lowest point of the bottom board on the face of the Support Structure and the highest point of the finished grade is approximately 4" (with reasonable tolerance).

### 1.7.3. Sign Types: Gateway Sign

1.7.3.1. The Gateway Sign is comprised of a concrete Base, metal frame, wooden exterior, three Content Panels, one set of channel lettering (logo and tagline), and a rock component with a gabian basket. The rock has already been procured.

- Soils on site are generally rock-free and easy to work with.
- Any excess fill generated from excavation may be left on site and placed as directed by East Hants Staff.

1.7.3.2. The Contractor must:

- design a suitable engineered Base for the Gateway Sign;
  - Base must be unobtrusive, not pose a tripping hazard, and be designed to suit the size, shape, and weight of the Support Structure and Content Panels to be placed on it.

- Design a suitable Support Structure.
  - East Hants has indicated we expect this Support Structure's frame to be made of metal, but we may consider as equal any design which can be shown to be robust, durable, suitable to the purpose, and is acceptable to East Hants.
    - All metal frame components which are exposed to elements must be powder coated in an unobtrusive colour subject to East Hants' approval.
    - The frame shall include mounting mechanisms to support the wood components and content panels. Fasteners are to be hidden wherever possible.
  - The exterior of the Support Structure is to be built similar to the concept design shown, with most of the external components to be made from the same lumber used on the Panoramic Signs.
    - Wood components must be stained with a dark-coloured transparent or semi-transparent exterior wood stain with water repellant properties. The final colour is subject to approval by East Hants;
    - Effort must be taken to select lumber products that are less likely to warp or twist once installed; and
    - The finished lumber must be free from manufacturing marks which will detract from its rustic appearance. In particular, the lumber must be free from incising.
  - Design a mounting bracket to mount the Support Structure to the concrete Base;
- The Contractor must identify all hardware necessary to secure the Support Structure and to mount the Content Panels. If reinforcement is necessary for the Content Panels, such reinforcement and associated hardware and brackets must be included as well;
- The concept design shows that the ends and top of the Support Structure are comprised of one 35cm board. This is not a requirement - narrower boards may be used to achieve the same overall dimension; and
- The design of the rock component of the Gateway Sign will be comprised of:
  - Specification for the rock: 8 tons of 4 inch Natural Building Stone from Shaw (colour Antique Red) supplied by East Hants;
  - The contractor will source/specify the gabion basket that may be used to contain the rock. The basket must be sufficient to hold the rock, rectangular (not diamond) relative to the Base and welded, provided that is adequate to meet the requirements of the design; and
  - The Contractor is responsible for all engineering related to incorporating the rock component into the design.
- The raised or channel lettering must be specified to state that:
  - Will be used to create the logo and to spell out the words "site of world's highest tides" on one side of Gateway Sign;
  - Size and font will be specified, as well as material specification and mounting method; and

- Colours must be carefully matched to the Brand Standards Guidelines

## 1.8. Installation

- 1.8.1. The approximate location for each Sign is shown on the Sign Placement Map. The East Hants Representative will have to be on site with a representative from the Contractor in order to establish orientation for each Sign.

## 1.9. Available Information

- 1.9.1. The following is a list of documents included as part of Schedule B, Drawings

### 1.9.1.1. Content images:

- Content - Directional signs
- Content - Small Interpretive Signs
- Content - Panoramic Signs
- Content - Gateway Sign

### 1.9.1.2. Completed Sign concept Images:

- Signs - Directional
- Signs - Small Interpretive
- Signs - Panoramic
- Sign - Gateway

### 1.9.1.3. Bracket concepts drawings:

- Base - Directional
- Base - Small Interpretive
- Base - Panoramic

### 1.9.1.4. Maps

- Sign Placement Map

## 1.10. Project Schedule

- 1.10.1. This Schedule will be updated after award to reflect the Schedule promised by the Contractor in the proposal.

Description of Task	Responsibility	Date
Award of RFP	East Hants	End of January
Shop Drawings/Proofs for Directional, Small Interpretive, and Panoramic Signs	Contractor	TBA
Fabrication of Support Structures and brackets for Directional, Small Interpretive, and Panoramic Signs	Contractor	TBA
Fabrication of Content Panels for Directional, Small Interpretive, and Panoramic Signs	Contractor	TBA
Design of Gateway Sign and Costing	Contractor	TBA
Shop Drawings/Proofs for Gateway Sign	Contractor	TBA
Fabricate Content Panels for Gateway Sign	Contractor	TBA
Installation of Directional, Small Interpretive, and Panoramic Signs	Contractor	TBA
Completion of All Services	Contractor	May 13, 2016

**1.11. Form of Agreement**

- 1.11.1. East Hants intends to use the attached Independent Contractor Agreement as the form of agreement for this RFP.

**1.12. Rates**

- 1.12.1. The following Unit Rates will apply to Services provided under this Agreement:

[This section will be updated after award with the appropriate Unit Rates]

- 1.12.2. The maximum cost resulting from this Agreement is \$ << insert >>.

**1.13. East Hants Representative**

- 1.13.1. The East Hants Representative for these Services is April MacLean, Tourism Development Officer. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.

