



REQUEST FOR PROPOSALS PROFESSIONAL SERVICES

Procurement of consulting and professional services for the Market Feasibility and Infrastructure Servicing Assessment – Annapolis Valley First Nation Highway Development

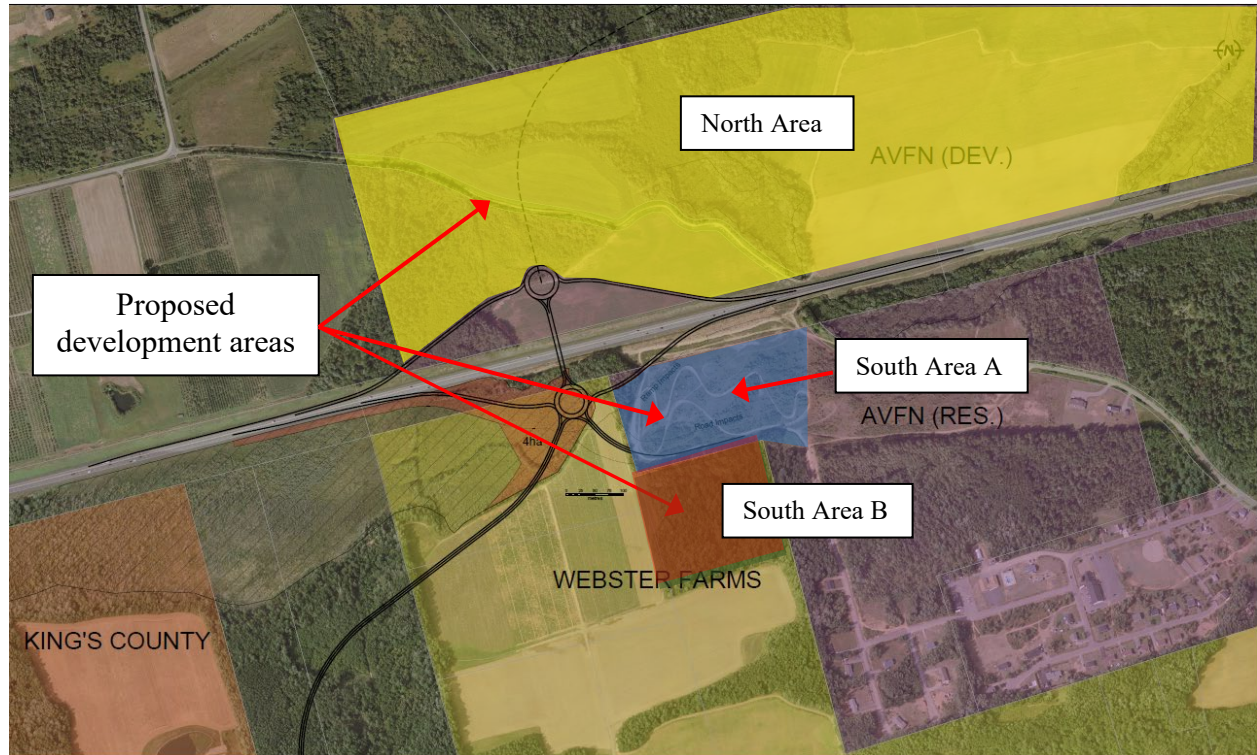
ANNAPOLIS VALLEY FIRST NATIONS

29 TONEY BLVD, CAMBRIDGE, NS
B0P 1G0

1. Introduction

Annapolis Valley First Nation (AVFN) is calling for proposals for professional services with the specialized experience and knowledge to prepare a Market Feasibility Study for the purpose of determining short, medium and long term economic opportunities and associated infrastructure requirements to support the development at the proposed Highway 101 Cambridge Interchange.

Highway 101 Cambridge Interchange concept:



2. Background

Annapolis Valley First Nation is a small Mi'kmaw First Nation located approximately 88 km northwest of Halifax, Nova Scotia, just off of Highway 101, in a rural area with approximately 125 of its 312 members living on reserve. In addition to this location, St. Croix 34 reserve, located 46 km northwest of Halifax, Nova Scotia is also part of the First Nation. Annapolis Valley First Nation is governed by Chief and Council and currently has business interests in commercial fishing, gaming, retail and agriculture and has a medical center in the community.

The new highway overpass, intersection and roadway is being constructed as part of the Provincial commitment to support First Nation communities. The overpass will allow for truck traffic that services the Michelin Plant to have direct access from the Highway 101 to the Plant

which will reduce the current congestion and traffic on the secondary arteries. The intent is to construct the overpass, intersection, roadway and associated works within the next 5 years.

3. Scope of Work

The following selection summarizes the Scope of Work to be considered by the Proponent in order to prepare their Proposal. The Work shall include but not be limited to the following topics described in this section. It is expected that the Proponents will demonstrate their experience and capacity to effectively complete the necessary work to successfully provide AVFN with a Market Feasibility Study and Infrastructure Assessment that will assist WFN in making informed decisions about the future development of the community. Section 5.6 provides additional information for the preparation of Proponent's proposals.

The Proponent will include the review the proposed gas bar as part of the overall work associated with this proposal. This will not include completing an economic analysis of the gas bar and will only focus on assessing the appropriateness of the proposed location of the gas bar to maximize customer traffic and support for future proposed economic growth.

The feasibility study must comply with all applicable industry best practices, ISC Programs requirements and Federal and Provincial Regulations. The consultant will be engaged to undertake the following tasks:

3.1 Economic Development Goals

The Proponent will meet with AVFN officials to determine the communities vision, goals and objectives for future economic development. Based on the results of the work, the Proponent will present the systematic development of the proposed lands based on a short, medium and long-term time frames.

The initial intention is to develop the southern portion (South Area A) as part of the short term goals with medium and long-term development potential occurring on the South Area B (red area) and on the north side of the highway (yellow area). Initial discussions identified South Area B for potential commercial/retail. However, the overall development and use of the proposed lands will be heavily influenced by results of this work.

As part of the short goals, AVFN have started the process of initiating the development of a gas bar and convenience store along with an entertainment/community center. Additional land has been allocated for a future retail space on the south side of the highway interchange (See Appendix 1).

3.2 Market Feasibility Study

Perform a market feasibility study to determine potential business opportunities that are congruent with the First Nation's strategic objectives. The Study will include a description of the industry, current market analysis, competition, anticipated future market potential, potential sources of revenue, and sales projections. **The study must quantitatively substantiate the basis for why businesses would locate to the proposed area.** For example, if a gas bar is proposed then there has to be an analysis of where current customers purchase fuel, why they would switch and would this negatively harm existing business. The proposed development is intended to **minimize adverse impact on competitors and to promote inclusive and sustainable economic growth and employment.**

The following tasks convey the minimum level of effort expected for this work and it is AVFN's expectation that Proponents will clearly articulate the necessary level of effort within the methodology of their proposals.

3.2.1 Market Analysis

Complete a review of the existing economic drivers and trends that are influencing the economic environment of the Annapolis Valley as it pertains to supporting opportunities for AVFN. This would include examining the nature of employment and investments currently being experienced within the Annapolis Valley; documenting the recent growth in employment and investments by sector; and, whether they match the FN goals or not. The Proponent will also complete a thorough review of the development strategies and plans of neighboring jurisdictions (towns, municipalities) that may also influence potential development. This would also include identifying and quantifying current and future potential/actual stimuli or disruptions to the economy that may impact the AVFN goals.

The proponent will prepare a technical memo summarizing the results of the Market Analysis and present the results to AVFN for review.

3.2.2 Socio-Economic and Demographic Context and Analysis

Analyze the demographic and socio-economic trends within the Annapolis Valley and present the potential interactions, impacts or influences to the AVFN goals. This would include reviewing current population and demographic data to determine recent and future trends in population and household growth over the time lines associated with the short, medium and long-term goals. This would include an analysis of the current households including family type, tenure, age distribution, household income and household type.

The proponent will prepare a technical memo summarizing the results of the Market Analysis and present the results to AVFN for review.

3.2.3 Market Supply Analysis

The analysis will clearly illustrate the current and emerging economic business trends within the Annapolis Valley as to support AVFN understanding of the viability of the goals in contrast to the current and emerging economic trends, especially in respect to trends that are similar in nature to the goals. The Market and Market Demand Analysis, will become the basis from which the consultant will prepare an opinion as to the feasibility of the goals.

The proponent will prepare a technical memo summarizing the results of the Market Analysis and present the results to AVFN for review.

3.2.4 Market Demand Analysis

This work will build off the results of the Market Supply Analysis and clearly explain the demand for each of the goals based on the collection and analysis of quantitative data (surveys, existing studies, etc.) in order to present a realistic understanding of the demand for the goals. All relevant information, assumptions, rationale, approaches, data, and analysis used for the presentation will align with Industry best practices associated with market demand modeling and analysis. All information and data used for the market demand analysis will be appended to the report.

The proponent will prepare a technical memo summarizing the results of the Market Analysis and present the results to AVFN for review.

All relevant information, assumptions, rationale, approaches, data, and analysis used for the Market Feasibility Study will align with Industry best practices associated with market demand modeling and analysis. All information and data used for the Market Feasibility Study will be appended to the report. **It is critical that the appropriate substantiation is provided that supports the proposed economic opportunities at AVFN as opposed to other economic/service centers/hubs in the region.**

The proponent will present the results of the draft report of the Market Feasibility Study to AVFN. The report will clearly outline the economic opportunities and limitations for the proposed development. **Upon written authorization by AVFN, the proponent will begin the necessary work for the Infrastructure Service Needs.**

3.3 Infrastructure Service Assessment (Provisional)

Should the Market feasibility Study supports sufficient development, Proponents will be required to complete Infrastructure Service Assessment. The Infrastructure Servicing Plan is intended to provide long-term servicing strategies by evaluating various servicing alternatives and determining the preferred alternative to support the potential growth for development area as identified through the Market Study. All support infrastructure will be based on industry best practices and align with Provincial/Federal regulations, guidelines, etc.

Special attention is required regarding the servicing requirements of the North area to determine if the North area will be serviced from the south or have new services (water, wastewater, storm water, etc.) developed on site.

When completing the Service Needs Assessment, any limitations related to the necessary infrastructure required to support the potential development will be identified along with the necessary mitigation/upgrades and costs implications.

Subject to the confidence of the short, medium and long-term development plan along with balancing the capital and operations costs, consideration of sacrificial infrastructure which be capable of supporting the short term development, however may be partially/completely decommissioned as a result of servicing the medium and long developments would be considered.

The Proponent will provide a conceptual cost estimate (Class “D”) for each component of the Service Needs Assessment and present the costs based on the short-medium-long term goals in order to present the overall cost estimate for the proposed development. The detailed costing breakdown for the conceptual cost estimate will be appended to the report.

A critical analysis of the supporting infrastructure is required and the Proponent will complete a comprehensive review of the infrastructure required to the support the proposed development which would include, but not limited to, the following tasks:

3.3.1 Road Section

The Proponent shall develop a conceptualized road network that is reflective of the Level of Service consistent with the nature of the potential development and to maximize available densities for development. Provide general recommendations with respect to road profiles and grading program for new major roads. Identify major intersection locations and consider roundabouts if appropriate.

3.3.2 Water Servicing Assessment:

The proponent will estimate the water demands, including fire flows, for the short-medium-long term goals based on the consumption rates for the proposed developments identified in Section 3.2. The existing water system is design for the domestic use of the community only. **There will be no reduction in the system's capacity to service the future domestic need of the community as a result proposed economic development.** Any increase in water demand associated with servicing the economic development will have to address through the necessary capital upgrades to the existing system, or the development of a standalone system.

The Community's water supply is provide by two non-GUDI wells which supplies the community with high quality water requiring chlorination only. The water system was assessed in 2019. The assessment stated that "The wells appear to be capable of producing approximately 1205 – 1723 m³/d continuously; each well pump can only produce up to 327 m³/d, and the community only uses approximately 43 m³/d on average." The water system is comprised of 2 wells, chlorination, in ground reservoir and distribution pumps, The system only provides domestic flows and does not have the storage, distribution or pumping capacity for fire flows. The assessment report will be made available to the successful Proponent.

The proponent will evaluate the capacity existing centralized water system to service the proposed development based on estimate demands. They will also clearly identify the individual escalation of capital upgrades and operational implications required to meet the short-medium-long terms goals,

The Proponent will identify any limitations, potential upgrades, alternative water sources/treatment or any other activity required to ensure the appropriate water servicing is achieved for the proposed development.

The allocation of land to support the water servicing will be illustrated in the conceptual development plan.

The proponent will prepare a technical memo summarizing the results of the Water Servicing Assessment and present the results to AVFN for review.

3.3.3 Wastewater Servicing Assessment:

The proponent will estimate the wastewater demands for the short-medium-long term goals based on the production rates for the proposed developments identified in Section 2. There is no centralized wastewater collection system in the community and all buildings are serviced by on-site septic systems.

The proponent will evaluate the ability for either on-site wastewater servicing or for the Municipality of Kings to provide wastewater services to meet the short-medium-long terms goals. The Proponent will clearly identify any limitations with the proposed wastewater servicing option. The Proponent will also identify options for the upgrading or expansion of the municipal system to meet wastewater treatment requirements.

The allocation of land to support the wastewater servicing will be illustrated in the conceptual development plan.

The proponent will prepare a technical memo summarizing the results of the Wastewater Servicing Assessment and present the results to AVFN for review.

3.3.4 Storm water Assessment:

Based on the conceptual development plan, the proponent will prepare a storm water management plan based on the 100-Year return period for major structures (detention ponds, etc.) based on the short-medium-long term goals for the proposed developments identified in Section 3.2. It is understood that the minor drainage structures will be designed to either a 5 or 10 year event at the time of detailed design.

The assessment will include potential onsite storage and treatment requirements, discharge considerations/limitations that may associated with a sensitive receivable body, etc. The storm water management plan will comply with industry and regulatory best practices such as discharge flows to mirror pre-development flows.

Any limitations to providing the necessary storm water management will be identified along with the necessary mitigation/upgrades and costs.

The allocation of land to support the storm water management plan will be illustrated in the conceptual development plan.

The proponent will prepare a technical memo summarizing the results of the Storm Water Assessment and present the results to AVFN for review.

3.3.5 Power Supply Assessment

The Proponent will describe the current power supply (number of phases) and consult with the provincial power company to verify that the power supply is sufficient for the proposed development. Servicing options for both the South and North areas will be identified. Any upgrades that are requires to service the proposed development will be identify along with associated costs.

All relevant information, assumptions, rationale, approaches, data, and analysis used for the Infrastructure Service Needs Assessment will align with Industry best practices. All information and data used for the Infrastructure Service Assessment will be appended to the report.

The proponent will present the results of the draft report of the Infrastructure Servicing Needs Assessment to AVFN. Once the draft report is approved by AVFN, the proponent will begin the necessary work for the Conceptual Site Development Plan.

Upon written authorization by AVFN, the proponent will begin the necessary work for the Conceptual Site Development Plan.

3.4 Conceptual Site Development Plan (Provisional)

Should the Infrastructure Service Assessment supports sufficient development, Proponent will be required to complete Conceptual Site Development Plan. Based on the projected economic opportunities identified in the Market Feasibility Study, a conceptual layout of the potential growth on both the north and south side of the highway overpass will be developed. The conceptual plan will delineate the development's short, medium and long term goals.

Once AVFN has approved the Market Feasibility Study and Infrastructure Service Assessment Reports, the Proponent will develop the Conceptual Site development Plan.

The plan will:

- a. Show the phased development of the area based on the short-medium-long term goals.
- b. Illustrate the allocation and location of the potential land use categories (i.e. Office, Industrial, Retail, Hotels, Mixed use, etc.) as determine by the Market Analysis;
- c. Roadways and access points;
- d. Infrastructure servicing options and potential locations for large infrastructure projects (i.e. water, wastewater, stormwater, etc.); and
- e. All necessary aspects necessary to provide a reasonable representation of the development of the area.

The proponent will submit a draft conceptual plan to AVFN for review. Upon AVFN acceptance of the draft conceptual plan, the Proponent will present the draft conceptual plan at the community open house.

3.5 Annapolis Valley First Nation Open House (Provisional)

Once AVFN has accepted the draft concept plan, the Proponent shall hold an open house on a date, time and place to be confirmed by AVFN. The Proponent is to assume there will be no rental charge for the facility.

The Proponent shall prepare display boards including the all information to support the conceptual plan. The Proponent shall be in attendance to answer questions as the members review the display boards. AVFN shall review and approve all display boards and all other materials to be prepared by the Proponent prior to the open house.

The Proponent shall also provide all those attending the open house an opportunity to submit written comments prior to leaving the open house or by email.

The Proponent shall summarize the comments provided by the AVFN members during discussions with the Proponent during the open house and from the written comments gathered at the conclusion of the open house and submitted by email. The summary shall be provided in a memorandum to AVFN, with suggested recommendations or amendments to the conceptual plan. AVFN will provide the Proponent with direction in terms of any revisions or modifications to be made to the draft conceptual plan. In order to finalize the plan

3.6 Market Feasibility Report - Final

To help AVFN understand as accurately as possible the potential development opportunities of this property factoring in the current and emerging economic trends, the Market Supply analysis, Market Demand Analysis and Infrastructure Servicing Assessment will become the basis from which the Proponent will prepare an opinion as to the feasibility of introducing the economic opportunities under the short-medium-long-term goals.

The proponent will develop a quantitative matrix to assist with the evaluation and substantiation of potential economic opportunities. The matrix would include, but not limited to, the following determinants / factors, with explanations of the weighting for each factor and using a scoring system to be mutually determined for ease of reporting and understanding:

- i. Capital cost ranges;
- ii. Operating cost ranges;
- iii. Infrastructure;
- iv. Labor market considerations;
- v. Business risk analysis;
- vi. Growth potential; and
- vii. Etc.

The Proponent will present the draft Report to AVFN and once the Proponent has received the comments from AVFN, a meeting will be held with AVFN and the Proponent at Annapolis Valley First Nations to review and discuss all comments.

All relevant information, assumptions, rationale, approaches, data, and analysis used for the Market Feasibility Report will be appended to the report.

The Proponent will then complete the preparation of the Feasibility Report based on the comments received from AVFN.

Four (4) bound paper copies and one (1) digital copy (in PDF format) of the Final Feasibility Report are to be submitted to AVFN and one (1) bound paper copy and one (1) digital copy are to be submitted to ISC.

4. Project Schedule and Milestones

The Proponent shall prepare a project schedule. The project schedule shall be in Excel format, task based and the tasks are to be identical to the tasks provided in the Proponent’s work plan methodology and the fee breakdown included in the Proponent’s Price Proposal envelope.

Project milestones which are to be identified in the project schedule shall include but not be limited to the following:

Project Milestone	Date
RFP distribution	April 25, 2022
RFP close	May 6, 2022
Completed technical evaluation of the proposals	May 13, 2022
Council approval of the recommended Proponent	May 17, 2022
Award of contract by AVFN to selected Proponent	May 20, 2022
Start-Up meeting with AVFN	May 23, 2022
Market Analysis report review	June 17, 2022
Socio-Economic and Demographic report review	July 1, 2022
Market Supply report review	July 15, 2022
Market Demand report review	July 29, 2022
Service Needs Assessment report review	August 15, 2022
Conceptual Site Development Plan	August 22, 2022
Annapolis Valley First Nation Open House (to be verified)	September 1, 2022
Market Feasibility Report – Final Report	September 12, 2022

Should the Proponent consider these project milestones to be unachievable, the Proponent shall submit a project schedule that the Proponent deems to provide an acceptable timeframe for the Proponent with an explanation as to why the additional time is required.

5. Instructions to Proponents

5.1 Proposal Submission Location

Proposals shall be sent by email:

jmccaul@avfn.ca

and mailed to:

Annapolis Valley First Nation
29 TONEY BLVD, CAMBRIDGE
NS B0P 1G0

5.2 Proposal Submission Date and Time

May 6, 2022 at 4:00 PM

5.3 Annapolis Valley First Nation

Annapolis Valley First Nation:
John McCaul, Economic Development Officer
Telephone: (902) 538-7149
Fax: (902) 538-7734

5.4 Enquires by Proponents During the Proposal Period

Direct all enquires during the proposal period to the AVFN Project Manager by email to:

John McCaul
Email: jmccaul@avfn.ca

Annapolis Valley First Nation shall not be responsible for Proponents adjusting their proposals based on oral instructions by any member of Annapolis Valley First Nations. RFP documents will only be modified by issuance of an addendum by Annapolis Valley First Nations.

5.5 Proposal Submission Process

The Proponent's proposal may be submitted by email to jmccaul@avfn.ca

The Proponent may submit an electronic copy of their technical and financial proposals by e-mail. **No reference to any prices shall be included in the technical proposal.** The technical and financial proposals will be submitted as separate pdf documents.

The financial proposal must be password protected and the Proponent will not include the password with their electric submission. Inclusion of the password with the electronic submission may render the Proponent's submission as non-responsive. The Proponent will only provide the password upon request by AVFN Project Manager or designate.

The price proposal shall be submitted in an Excel format and shall clearly show the total fee proposed by the Proponent based on a work break-down schedule that shows each task and deliverable as well as the total fee for the project. The fee breakdown shall be presented by task and include applicable hours, team member charge out rates, disbursements and sub-consultant fees **(there will be no mark-up for sub-consultant fees)** for each task. The tasks listed in the fee breakdown shall be identical to the tasks shown in the work plan and methodology and the project schedule. The price proposal shall also include the work programs and fee proposals of all of the Proponent's sub-consultants but not Annapolis Valley First Nation's other consultants.

5.6 Technical Proposal Format

The Proponent is directed to carefully consider Scope of Work of this RFP when preparing the technical section of its proposal. The proposal is to include but not limited to the following:

- A summary paragraph for each project team member and sub-consultant describing their role, relevant skills, qualifications and experience. Resumes for each team member shall be included in the Appendix elaborating on appropriate education, certification and work experience;
- A detailed description of the two most relevant projects the project team has completed. Include project team members and sub-consultants involved, their scope, duration and client references. Projects must be directly relevant;
- A narrative clearly demonstrating the Proponent understands the objectives, issues and constraints;
- A work plan methodology, by task, that describes in clear, concise, logical and efficient detail each task required to complete the assignment;
- A narrative that describes challenges or opportunities that the Proponent anticipates will impact the success of this project. Describe how the team will approach each challenge to deliver a successful outcome. Describe the opportunity and benefit to the project or to the Annapolis Valley First Nation community.
- A project schedule which provides a detailed project timeline and including all project milestone dates. Format the schedule so that the tasks in the schedule match the tasks

in the work plan methodology and the tasks in the fee breakdown Excel spreadsheet included in the price proposal envelope.

5.7 Proposal Evaluation Process

After the Proposal Submission Date and Time, Annapolis Valley First Nation will open the technical envelopes and distribute the technical proposals to each Annapolis Valley First Nation evaluator including the Annapolis Valley First Nation PM. Each Annapolis Valley First Nation evaluator shall use the following evaluation criteria to assess each technical proposal.

Each section of the technical proposal shall be reviewed and awarded a percentage of the maximum possible score according to the following evaluation scale table. Note that each technical proposal is evaluated separately and it is possible for more than one proposal to be awarded the same Percent of Total Points Possible.

Evaluation Scale Table		
Percent of Total Points Possible	Quality Summary	Description
100	Excellent	Surpass “FIRST NATION” expectations
85	Good	Sound response that fully meets “FIRST NATION” expectations
75	Acceptable	Acceptable response that meets basic requirements and poses acceptable risk
50	Weak	Unacceptable response that does not meet the basic requirements and poses considerable risk
25	Seriously Deficient	Deficient response in many areas and poses unacceptable risk
0	Unacceptable	Response is completely unacceptable or missing

Based on the preceding Evaluation Scale Table, the Weighting Criteria for each Section of the Technical Proposal is described as follows:

ITEM	TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
1	<p>Project Team Qualifications (300 points) Provide a summary paragraph for each project team member and sub-consultant describing their role, relevant skills, qualifications and experience. Resumes for each team member shall be included in the Appendix elaborating on appropriate education, certification and work experience.</p> <ul style="list-style-type: none"> • Project manager (50 points) • Complete team (150 points) <p>Project Experience (100 points) Provide a detailed description of the two most relevant projects the project team has completed. Include which project team members and sub-consultants were involved, their scope, budget, duration and client references. Projects must be directly relevant. Annapolis Valley First Nation may contact the references provided.</p>	300
2	<p>Objectives, Scope and Work Plan Methodology (400 points) Provide narrative of objectives, issues, constraints and scope of work. Prepare a task based work plan. Describe in clear, concise, logical and efficient detail each task required to complete the project.</p> <p>Project Insights (100 points) Describe challenges or opportunities that the Proponent anticipates will impact the success of this project. Describe how the team will approach each challenge to deliver a successful outcome. Describe the opportunity and benefit to the project or to the Annapolis Valley First Nation community.</p>	500
3	<p>Project Schedule Prepare a project schedule using the tasks described in the work plan methodology and fee breakdown Excel spreadsheet. Also, list milestones Annapolis Valley First Nation meetings and the open house</p>	100
Once the evaluation of the technical proposals is complete, the Annapolis Valley First Nation PM will open the price proposal envelopes, review each price proposal for completeness and errors or omissions and if satisfactory, the following Price Evaluation Criteria will be used to determine the points.		
PRICE PROPOSAL EVALUATION CRITERIA		
4	<p>Price Proposal Evaluation Lowest price Proponent is awarded 100 points</p> <p>Lowest price / other proponent's price x 100 points = # of points for another Proponents</p>	100
TOTAL POINTS		1000

5.8 Final Determination of the Successful Proponent

The evaluation process noted above will assist Annapolis Valley First Nation to determine the Proponents with the highest point scores.

Annapolis Valley First Nation shall notify the successful Proponent in writing.

5.9 Addenda and Subsequent Information

Proponents are advised that all subsequent information regarding this RFP including any addendum will be distributed by email by Annapolis Valley First Nation to all registered Proponents. It is each Proponent's sole responsibility to ensure that all addenda and additional information is received.

All addenda must be acknowledged on the certification document which is to be included in the technical proposal envelope. A copy of the certification document is located in Appendix B.

5.10 Certification Document

The certification document is located in Appendix B. The certification document must be complete, acknowledge all Addenda and signed by the authorized signing officer for the Proponent.

Failure to sign the certification document and include the document in the technical proposal envelope will result in the Proposal being removed from consideration.

5.11 Proponent's Responsibility

Proposals are evaluated against a number of specific criteria and factors. It is the responsibility of the Proponent to ensure their proposal clearly demonstrates how these evaluation criteria and factors will be addressed in their performance of the work.

5.12 Debriefing

Unsuccessful Proponents will **not** be debriefed by Annapolis Valley First Nation.

5.13 Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract and it is not an offer to contract made by Annapolis Valley First Nation.

By this RFP, Annapolis Valley First Nation reserves to itself the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select a proponent or

attempt to negotiate an Agreement with any Proponent as Annapolis Valley First Nation considers desirable. Without limiting the generality of the foregoing, Annapolis Valley First Nation reserves the right to:

- Reject or consider any compliant submission whether or not it contains all information required by this RFP;
- Require clarification where a submission is unclear prior to award;
- Reject any or all submissions without any obligation, or any compensation or reimbursement, to any Proponent or any other person associated with this RFP process;
- Disqualify or reject any submission without discussion with the submitting party; and
- Reject any proposal that Annapolis Valley First Nation considers is not in its best interests.

5.14 No Obligation to Proceed

Though Annapolis Valley First Nation fully intends at this time to proceed through the RFP process in order to have the project completed, Annapolis Valley First Nation is under no obligation to proceed. The receipt by Annapolis Valley First Nation of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any Proponent, or on its behalf) shall not impose any obligations on Annapolis Valley First Nation. There is no guarantee by Annapolis Valley First Nation, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with Annapolis Valley First Nation for the development of the project.

5.15 Annapolis Valley's Decision-Making Power

Annapolis Valley First Nation has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own absolute and unfettered discretion.

5.16 Irrevocability of Proposals

By submission of a clear and written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into an Agreement with Annapolis Valley First Nation as stated in Section 9.13.

5.17 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with Annapolis Valley First Nation, if any. If Annapolis Valley

First Nation elects to reject all proposals, Annapolis Valley First Nation will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any contract, or any other matter whatsoever.

5.18 Proposal Validity

Proposals will be open for acceptance for at least 60 days after the closing date.

5.19 Form of Agreement

Upon the award of this assignment, the successful Proponent shall enter into an Agreement with Annapolis Valley First Nation. The Form of Agreement is located in Appendix C of this RFP.

The Proponent shall ensure all terms contained in the Form of Agreement have been carefully considered by the Proponent and included in its proposal.

5.20 Negotiation Delay

If a written Agreement cannot be negotiated within thirty days of notification of the successful Proponent, Annapolis Valley First Nation may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate with the next qualified Proponent or choose to terminate the RFP process and not enter into an Agreement with any of the Proponents.

5.21 Agreement with Terms

By submitting a proposal, the Proponent agrees to all the terms and conditions of this RFP.

5.22 Modification of Terms

Annapolis Valley First Nation reserves the right to modify the terms of the RFP at any time at its sole discretion.

5.23 Laws of Nova Scotia

Any Agreement resulting from this RFP will be governed in accordance with the laws of the Province of Nova Scotia.

5.24 Health and Safety Requirements

The Proponent shall strictly comply with the current Occupational Health and Safety Regulations and Workers Compensation ACT of Nova Scotia and the safety

policies/procedures of Annapolis Valley First Nation. Other applicable federal, provincial and local regulations or policies concerning the health and safety of works and the general public shall also be followed.

5.25 Liability of Errors

While Annapolis Valley First Nation has expended considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by Annapolis Valley First Nation, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

5.26 Confidentiality

Any Proponent and any other person who, through this RFP process, gains access to confidential information of Annapolis Valley First Nation is required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any contract for service which arises out of this RFP process.

5.27 Ownership of Documents

The originals of all surveys, drawings, specifications and any other documentation produced by the Proponent for Annapolis Valley First Nation, during the course of this assignment, shall upon completion of this assignment become the property of Annapolis Valley First Nation. This information shall also be provided in digital format in the format requested by Annapolis Valley First Nation.

5.28 Conflict of Interest

The Proponent warrants that, at the date of submitting a proposal, no conflict of interest exists or is likely to arise in the performance of its obligations under the contract, if the Proponent is selected by Annapolis Valley First Nation.

If, during the term of the Contract, a conflict or risk of conflict arises, the Proponent undertakes to notify Annapolis Valley First Nation immediately in writing of that conflict or risk and take any steps that Annapolis Valley First Nation reasonably requires to resolve the conflict or deal with the risk.

5.29 Not a Annapolis Valley Employee

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of services or otherwise, is an employee of, or has an employment relationship of any kind with Annapolis Valley First Nation or if in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from Annapolis Valley First Nation under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and overages, whether under the Employment Standards Act of Nova Scotia (as amended from time to time), the Employment Insurance Act of Canada (as amended from time to time), health plan contributions or otherwise.

5.30 Proponent's Employees

The Proponent's representatives shall be under the exclusive supervision of the Proponent. All responsibility and authority for hiring, training, supervision, direction, compensation, discipline, termination, and administration of the Proponent's representatives, and any and all costs or expenses related thereto, rest exclusively with the Proponent.

**Appendix A – South Area A
Short Term Development**



APPENDIX B – DECLARATION/CERTIFICATION FORM

Project Title: Annapolis Valley First Nation - Market Feasibility and Infrastructure Servicing Assessment

Name of Proponent: _____

Street Address:

Mailing Address:

Telephone Number: () _____

Fax Number: () _____

E-Mail: () _____

Type of Organization:	Size of Organization:
____ Sole Proprietorship	Number of Employees _____
____ Partnership	Registered Architects / Engineers _____
____ Corporation	Other Professionals _____
____ Joint Venture	Technical Support _____
	Other _____

DECLARATION / CERTIFICATIONS FORM (CONT'D)

Name of Proponent: _____

DECLARATION:

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge. If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

name	signature
title I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture	
name	signature
title I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture	
name	signature
title I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture	

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture
This Appendix "B" should be completed and submitted with the proposal but may be submitted afterwards as follows: if Appendix "B" is not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the proposal non-responsive.

Appendix C - Form of Agreement

THIS AGREEMENT is made and entered into effective "Month **, 2022" (the "Agreement Date") by and between:

"CLIENT"

Name: ANNAPOLIS VALLEY FIRST NATION

Address: 29 TONEY BLVD, CAMBRIDGE
NS B0P 1G0

Phone: (902) 538-7149

Fax: (902) 538-7734

Representative:

Email:

"PROFESSIONAL SERVICES PROVIDER"

Name:

Address:

Phone:

Fax:

Representative:

Email:

PROJECT NAME ("PROJECT"):

Procurement of consulting and professional services for the Market Feasibility and Infrastructure Servicing Assessment – Annapolis Valley First Nation Highway Development

DESCRIPTION OF WORK: "Consultant" shall render the services described in the Request for Proposals Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. "CONSULTANT" may, with prior written consent of the CLIENT, engage subconsultants as required to perform the SERVICES. The CLIENT and "CONSULTANT" by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the PROPOSAL PRICE indicated in Attachment "A", or, if no PROPOSAL PRICE is indicated, in accordance with "CONSULTANT" 's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in Canadian Dollars within 60 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle "CONSULTANT" , at its option, to suspend or terminate this Agreement and the provision of the SERVICES.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, or facsimile, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT has provided to "CONSULTANT" in writing in its Request for Proposal contained in Attachment A ("RFP"), the CLIENT's terms of reference in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to "CONSULTANT" all relevant information or data pertinent to the PROJECT which it has in its possession for "CONSULTANT" to perform the SERVICES. "CONSULTANT" shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, or obtained from inquiries made to the CLIENT'S staff who are authorized to provide PROJECT information and data on the CLIENT'S behalf. Where such information or data originates either with the CLIENT or its consultants then "CONSULTANT" shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by "CONSULTANT" and whenever prompt action is necessary shall inform "CONSULTANT" of CLIENT'S decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for "CONSULTANT" 's entry to the PROJECT site as well as other public and private property as necessary for "CONSULTANT" to perform the SERVICES. "CONSULTANT" shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay the PROJECT.

"PROVIDER'S" RESPONSIBILITIES: "CONSULTANT" shall furnish the necessary qualified personnel to provide the SERVICES. "CONSULTANT" represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, "CONSULTANT" will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure "CONSULTANT" 's performance. There are no other representations or warranties expressed or implied made by "CONSULTANT" . In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by "CONSULTANT" nor shall "CONSULTANT" warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond "CONSULTANT" 's reasonable control. "CONSULTANT" does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless "CONSULTANT" from any demands, claims, suits or actions of third parties arising out of "CONSULTANT" 's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, "CONSULTANT" shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by "CONSULTANT" shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve "CONSULTANT" from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay "CONSULTANT" for the SERVICES performed to the date of termination. Non-payment by the CLIENT of "CONSULTANT" invoices within 60 days of "CONSULTANT" rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of "CONSULTANT" are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, "CONSULTANT" shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, "CONSULTANT" may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, and the RFP, "CONSULTANT" 's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by "CONSULTANT" are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and "CONSULTANT" has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by "CONSULTANT" , CLIENT agrees to indemnify and hold "CONSULTANT" harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: "CONSULTANT" shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, "CONSULTANT" shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of

“CONSULTANT” , through no fault of “CONSULTANT” , and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

“CONSULTANT” shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws. Equal employment however does not preclude equity-based hiring by “CONSULTANT” or contractors aimed at promoting employment opportunities for aboriginal workers.

When field services are provided by “CONSULTANT” , the authority for general administration of the PROJECT shall reside with “CONSULTANT” only to the extent defined in this AGREEMENT. In such case, “CONSULTANT” shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that “CONSULTANT” is empowered to do so by such other consultants’ contracts with the CLIENT.

JOBSITE SAFETY: Neither the professional activities of “CONSULTANT” , nor the presence of “CONSULTANT” or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, “CONSULTANT” and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: It is further agreed that the total amount of all claims the CLIENT may have against “CONSULTANT” under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited as outlined in Attachment “A”.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, “CONSULTANT” knowingly encounters any such substances, “CONSULTANT” shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against “CONSULTANT” , its sub-consultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold “CONSULTANT” harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys’ fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of “CONSULTANT” . “CONSULTANT” and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by “CONSULTANT” or on behalf of “CONSULTANT” in connection with the PROJECT are instruments of service for the execution of the PROJECT. The CLIENT retains the property and rights for these documents, whether the PROJECT is executed or not. Payment to “CONSULTANT” of the compensation prescribed in this AGREEMENT shall be a condition

precedent to the CLIENT's right to use documentation prepared by "CONSULTANT" . The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by "CONSULTANT" in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of "CONSULTANT" . In the event "CONSULTANT" 's documents are subsequently reused or modified in any material respect without the prior consent of "CONSULTANT" , the CLIENT agrees to indemnify "CONSULTANT" from any claims advanced on account of said reuse or modification.

Any document produced by "CONSULTANT" in relation to the Services is intended for the sole use of CLIENT. The documents may not be relied upon by any other party without the express written consent of "CONSULTANT" , which may be withheld at "CONSULTANT" 's discretion. Any such consent will provide no greater rights to the third party than those held by the CLIENT under the contract, and will only be authorized pursuant to the conditions of "CONSULTANT" 's standard form reliance letter.

"CONSULTANT" cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold "CONSULTANT" , its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of "CONSULTANT" , are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without "CONSULTANT" 's written consent.

PROJECT PROMOTION: Where the CLIENT has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the CLIENT agrees to include "CONSULTANT" in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the Province of Nova Scotia.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or "CONSULTANT" , the CLIENT and "CONSULTANT" shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the Province of Nova Scotia. The parties shall have leave to appeal to court on errors of law only arising from the arbitration decision.

LEGAL FEES: In the event of a dispute hereunder, each party shall bear its own legal costs associated with participating in the non-binding dispute resolution process. Should the parties

proceed to arbitration, it shall be at the discretion of the arbitrator whether the cost of arbitration, and the legal fees incurred by the successful party shall be recoverable from the unsuccessful party. Any costs associated with an appeal to court shall be determined by the judge disposing of the matter.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor "CONSULTANT" shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: "CONSULTANT" will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. "CONSULTANT" will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. "CONSULTANT" will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of "CONSULTANT" or any of "CONSULTANT" 's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT, the RFP and "CONSULTANT" 's Response to the RFP, constitutes the sole and entire agreement between the CLIENT and "CONSULTANT" relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and "CONSULTANT" . All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and "CONSULTANT" .

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

ANNAPOLIS VALLEY FIRST NATION

"CONSULTANT" Limited

Print Name and Title

Signature _____

Print Name and Title

Signature _____

Print Name and Title

Signature _____

Print Name and Title

Signature _____

ATTACHMENT "A"

Attached to and forming part of the AGREEMENT BETWEEN:

ANNAPOLIS VALLEY FIRST NATION (hereinafter called the
"CLIENT")

- and -

"consultant" (hereinafter called
"PROVIDER")

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: PROVIDER shall perform the following SERVICES:
Services in accordance with the following documents attached to this Attachment "A":
i) Consultant's Proposal:
(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: October, 2020
Estimated Completion Date: March 2022

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate PROVIDER as follows:
The maximum amount payable by the CLIENT under this Agreement shall not exceed a total of \$*****.
Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.
Where the SERVICES or services conditions change, PROVIDER shall submit to the CLIENT in a timely manner, documentation requesting revisions to Attachment "A" adjusting the Contract Services Time and Price as required. Approval of the requested revisions will require the written authorized from the CLIENT in the form of a Contract Change Order.
Unless otherwise specified, charges for SERVICES are based on lump sum as described in Consultant's Proposal attached hereto, and invoicing shall be submitted by PROVIDER on a monthly basis to the CLIENT.

LIMITATION OF LIABILITY:

In recognition of the relative risks and benefits to both the CLIENT and PROVIDER, the CLIENT agrees that the total liability of PROVIDER, its officers, directors, partners, employees, shareholders and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or from any cause or causes, including solicitors' fees and costs, arising under this Agreement shall not exceed One Million Dollars (\$1,000,000). It is intended that this limitation apply to any and all liability or causes of action however alleged or arising.

ADDITIONAL CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

None

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

None

INSURANCE REQUIREMENTS:

PROVIDER shall obtain, maintain and pay for, during the entire Term of this Agreement, and for a period of five years thereafter, the following minimum insurance coverage as follows from a nationally known and reputable Insurer:

- (a) General liability insurance shall be in the name of PROVIDER and shall name Client as an additional insured and shall have limits of not less than one million dollars (\$1,000,000) inclusive per occurrence, and in the aggregate, for bodily injury, death, and damage to property including loss of use thereof.
- (b) Automobile liability insurance in respect of licensed vehicles shall have limits of not less than two million dollars (\$2,000,000) inclusive per occurrence, and in the aggregate, for bodily injury, death, and damage to property. For automobiles not owned or operated by or on behalf of PROVIDER, the insurance shall be in the form of a standard non-owned automobile policy and shall include standard contractual liability endorsement. For automobiles owned or operated by or on behalf of PROVIDER the insurance shall be in the form of a standard owner's form automobile policy and shall provide third party liability and accident benefits insurance covering licensed vehicles owned or operated by or on behalf of PROVIDER.
- (c) Workers' Compensation to the full extent required by applicable law.

- (d) Professional errors and omissions insurance on a claims made basis, to be kept in force for five (5) years from completion of the Services to limits of not less than \$1,000,000 per claim and in the aggregate, including legal costs, subject to deductibles not exceeding \$50,000 per claim.

If PROVIDER fails to effect or keep in force any of the foregoing insurances, CLIENT may, without prejudice to any other right or remedy, effect such insurance and pay the premiums due and recover the same as a deduction from any other monies due to PROVIDER under this Agreement.

PROVIDER agrees that CLIENT shall be shown as an additional insured on the General Liability insurance policy required by this Agreement and no insurance policy required by this Agreement shall not be cancelled without thirty (30) days prior written notice to CLIENT.

PROVIDER agrees to provide proof of insurance to CLIENT prior to the provision of any Services. Such proof shall be in the form of a certificate of insurance signed by PROVIDER's insurance broker