THIS CONSTRUCTION TRADES AND TECHNICAL SERVICES AGREEMENT is effective this _____ day of _____, 202X (the "**Effective Date**").

(REFERENCE: Request for Supplier Qualifications DOCXXXXXXXXXX Construction Trades and Technical Services for the Department of Public Works)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, as represented by the Minister of Public Works (the "**Province**")

-and-

[INSERT NAME OF SUPPLIER], [insert corporate particulars] (the "**Supplier**")

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BACKGROUND:

1. The Province issued the above referenced Request for Supplier Qualifications with a closing date of Month Day , 202X, inviting submission of proposals to provide the Work, a copy of which is attached hereto as Schedule "A.2".

2. The Supplier submitted a proposal to the Province dated [insert date of Supplier's Proposal] in response to the RFSQ, a copy of which is attached hereto as Schedule "A.3".

3. The Province has agreed to retain the Supplier to provide the Work, subject to the parties entering into an agreement with respect thereto.

4. The Supplier acknowledges and agrees that it has no expectation of work or payments beyond that which may be specifically described in a properly executed Work Authorization pursuant to the Call-Up Procedure described in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged, the Supplier and the Province covenant and agree as follows:

1.0 DEFINITIONS; INTERPRETATION

1.1 **Definitions.** The following definitions apply to all the Contract Documents:

(a) A **Business Day** is Monday to Friday, excluding statutory and civic holidays observed in Nova Scotia and any other day on which the Province has elected to be closed for business.

(b) The **Call-Up Procedure** is the procedure described in Article 3.0 (*Call-Up Procedure for Services*) of this Agreement.

(c) A **Change Order** is a written amendment to a Work Authorization prepared by the Supplier and signed by the Province and the Supplier stating their agreement upon: (i) a change in the Work; (ii) the method of adjustment or the amount of the adjustment in the Contract Price, if any; and (iii) the extent of the adjustment in the Contract Time, if any.

(d) **Construction Equipment** means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the Work but is not incorporated into the Work.

(e) The **Contract Documents** include: (i) this Agreement; (ii) all Work Authorizations duly executed by the parties in accordance with the Call-Up Procedure; (iii) all Supplemental Instructions that form part of duly executed Work Authorizations; and (iv) all Change Orders.

(f) The **Contract Price** is the amount stipulated in a Work Authorization.

(g) The **Contract Time** is the time stipulated in a Work Authorization from commencement of the Work to Substantial Performance of the Work.

(h) **Drawings** are the graphic and pictorial representations, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, and diagrams.

(i) A **Force Majeure Event** includes labour disputes, strikes, lock-outs, fire, abnormally adverse weather conditions, or any other cause beyond the Supplier's control other than one resulting from a default or breach of the Contract Documents.

(j) The **Province** is the person or entity identified as such in this Agreement and includes the Province's authorized representatives.

(k) The **Place of Work** is the designated site or location of the Work identified in the Work Authorization.

(l) **Specifications** are written requirements and standards for products, systems, workmanship, quality, and the services necessary for the performance of the Work.

(m) A **Subcontractor** is a person or entity under contract with the Supplier to: (i) perform a part or parts of the Work; (ii) supply Construction Equipment; or (iii) supply products or materials for the Work.

(n) **Substantial Performance** occurs when the Work: (i) is ready for use or is being used for the purpose intended; (ii) is capable of completion or correction at a cost of not more than two and one-half percent (2.5%) of the Contract Price; and (iii) all material requirements set out in the Contract Documents have been met, as confirmed by the Province.

(o) **Supplemental Instruction** is an instruction, not involving adjustment in the Contract Price or the Contract Time, in the form of Specifications, Drawings, samples, models or other written requirements, consistent with the intent of the

Contract Documents. A Supplemental Instruction may be issued by the Province to supplement the Contract Documents as required for the performance of the Work.

(p) The **Supplier** is the person or entity identified as such in this Agreement and includes the Supplier's authorized representatives, as designated to the Province in writing.

(q) The **Work** means the total construction and related technical services specified in a Work Authorization. The types of services that may be specified in a Work Authorization are outlined in the attached Schedule "A".

(r) A **Work Authorization** is the document, in the form attached hereto as Schedule "B", issued from time to time in accordance with the Call-Up Procedure, which specifies the Work, the Contract Time, the Contract Price, and Supplemental Instructions (if any).

1.2 **Rules of Interpretation.** In the Contract Documents, unless something in the subject matter or context is inconsistent therewith:

(a) the division of the Contract Documents into articles, sections, paragraphs, and subparagraphs and the insertion of headings are for convenience of reference only and will not affect their construction or interpretation;

(b) references to any agreement are to that agreement as updated, revised, amended, novated, supplemented, varied or replaced from time to time;

(c) the term "provision" includes terms, conditions, covenants, agreements, representations, warranties and other provisions;

(d) words or abbreviations that have well known technical, industry or trade meanings are used herein in accordance with their recognized meanings;

(e) all references in the Contract Documents to articles, sections, paragraphs, clauses and schedules refer to articles, sections, paragraphs, clauses and schedules of that Contract Document;

(f) in the computation of a period of time from a specified date to a later date, the word "from" means "from and including" and the words "to" and "until" mean "to but excluding";

(g) where the word "including" or "includes" is used in the Contract Documents, it means "including (or includes) without limitation";

(h) whenever the words "discretion", "option", "determine", "election" and other similar words or any variations thereof are used with respect to a party, they will be deemed to mean such party's sole and absolute discretion, option, determination, election or other such similar act without the obligation to act reasonably;

(i) the terms "material" and "materially" refer to an important level of significance that would merit the attention of a reasonably senior person in either party's position;

(j) words importing the singular include the plural and vice versa and words importing gender include all genders;

(k) "to its knowledge" means a statement of the party's knowledge of the facts or circumstances to which the phrase relates after having made reasonable inquiries in connection with the facts and circumstances, and if the applicable party fails to make such reasonable inquiries, then the knowledge that the applicable party would have had if the party had conducted reasonable inquiries into the facts and circumstances;

(l) references to "days" means calendar days;

(m) any reference to an applicable law includes and is deemed to be a reference to the applicable law or statute as now enacted or as the same be from time to time amended, re-enacted or replaced, and to the regulations under it, the amendments made to it, and to any statute or regulation that is passed which has the effect of supplementing or superseding the statute referred to or the regulations under it; and

(n) all references in the Contract Documents to "RFSQ" mean and include any addenda that were issued thereto by the Province.

1.3 **Priority of Contract Documents**. The Contract Documents are complementary, and what is required by one will be as binding as if required by all. Notwithstanding the foregoing, in the event of any conflict or inconsistency between the provisions of any of the Contract Documents, then unless the parties expressly agree otherwise, the following descending order of priority will apply, to the extent of such conflict or inconsistency: (i) all Change Orders, in reverse chronological order; (ii) the main terms and conditions of this Agreement, excluding the schedules; (iii) all schedules to this Agreement, with equal priority; (iv) the Work Authorization; (v) all Supplemental Instructions, excluding Drawings and Specifications; (vi) all Specifications; and (vii) all Drawings. Later dated documents will govern over earlier documents of the same type.

1.4 **Non-Exclusive Arrangement**. This Agreement does not grant to the Supplier any exclusive rights or to bind the Province in any way to an exclusive relationship with the Supplier.

1.5 **No Volume Commitment**. By entering into this Agreement, the Supplier acknowledges that other than as may be expressly specified in a final, executed Work Authorization issued pursuant to the Call-Up Procedure, the Province makes no representation, warranty or covenant as to the timing, quantity or volume of work required from the Supplier or the compensation that may be earned by the Supplier.

2.0 THE WORK; SUPPLIER'S DUTIES

2.1 **Supply Arrangement**. The Supplier shall perform the Work for the Province from time to time as set out in a Work Authorization issued pursuant to the Call-Up Procedure described in this Agreement. The intent of the Contract Documents is to include all labour, products, and services necessary for the performance of the Work by the Supplier in accordance with those documents. It is not intended that the Supplier will supply products or perform

work not consistent with, not covered by, or not properly inferable from the Contract Documents.

2.2 **Work Requirements**. The Supplier shall: (i) perform the Work set out in any duly executed Work Authorization; (ii) do and fulfill everything indicated by the Contract Documents; (iii) not employ on the Work anyone not skilled in the tasks assigned; and (iv) maintain the Place of Work in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the Province or its employees.

2.3 **Document Review**. The Supplier shall review the Contract Documents and shall report promptly to the Province any error, inconsistency or omission the Supplier may discover. Such review by the Supplier will be to he best of the Supplier's knowledge, information and belief and in making such a review the Supplier does not assume any responsibility to the Province for the accuracy of the review. The Supplier shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the Contract Documents, which the Supplier did not discover. If the Supplier does discover any error, inconsistency or omission in the Contract Documents, the Supplier shall not proceed with the work affected until the Supplier has received corrected or missing information from the Province.

2.4 **Control of the Work**. The Supplier shall have total control of the Work and shall effectively direct and supervise the Work to ensure conformity with the Contract Documents. The Supplier shall further be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the Work under the Contract.

2.5 **Control of Construction Safety**. The Supplier shall be solely responsible for: (i) construction safety at the Place of Work; (ii) compliance with the rules, regulations and practices required by applicable construction health and safety legislation; and (iii) initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Without limiting the generality of the foregoing, the Supplier shall ensure that: (a) the measures and procedures prescribed by applicable health and safety legislation are carried out for the Work; (b) every employer and every worker performing work complies with health and safety legislation; (c) a health and safety representative is selected, when and as required; (d) the Province and the appropriate governmental authority is notified of any accident, fatality, or safety occurrence, as required by health and safety legislation; (e) every Subcontractor receives a list of all designated substances present at the Place of Work before the prospective Subcontractor enters into a written agreement for the supply of work; (f) written emergency procedures are established and posted; and (g) a supervisor is appointed for every portion of the Work at which five (5) or more workers will work at the same time.

2.6 **Labour and Products**. The Supplier shall provide and pay for labour, products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work. Unless otherwise specified in the Contract Documents, products must be new. The Supplier shall be responsible for the management and supervision of all personnel and for directing the work of the Supplier's personnel. The Supplier's personnel will not be considered agents or employees of the Province for any purpose, and the Supplier shall be solely responsible for, and for ensuring that Subcontractors are responsible for: (i) all salaries and compensation that is payable to personnel; (ii) labour relations proceedings or orders, grievances, arbitration proceedings or unsatisfied arbitration awards relating to personnel; (iii) strikes or other actions due to

labour disputes involving personnel; and (iv) complaints, claims, decisions, applications, orders or prosecutions under any employment or labour standards, occupational health and safety, workers' compensation, pay equity, employment equity and human rights legislation relating to personnel; regardless of the time that the matter or event giving rise to any such salaries, compensation, costs, expenses, liability, or claims arises or occurs.

2.7 **Protection of Property**. The Supplier shall protect the Work and the Province's property on or adjacent to the Place of Work from damage which may arise because of the Supplier's operations under the Contract Documents, and the Supplier shall be responsible for such damage, except damages which occurs as the result of: (i) errors in the Contract Documents; or (ii) acts or omissions by the Province and its agents and employees.

2.8 **Use of Subcontractors**. The Supplier shall preserve and protect the rights of the parties under the Contract Documents with respect to work to be performed under subcontract, and shall: (i) enter into written agreements with Subcontractors to require them to perform their work as provided in the Contract Documents; (ii) incorporate the terms and conditions of the Contract Documents into all written agreements with Subcontractors; and (iii) be as fully responsible to the Province for acts and omissions of Subcontractors, and of persons directly or indirectly employed by them, as for acts and omissions of persons directly employed by the Supplier.

2.9 **Notice of Subcontractors**. The Supplier shall indicate in writing, if requested by the Province, those Subcontractors whose bids have been received by the Supplier which the Supplier would be prepared to accept for the performance of a portion of the Work. The Province may, for reasonable cause, at any time before signing the Work Authorization, object to the use of a proposed Subcontractor and require the Supplier to employ one of the other subcontract bidders. If the Province requires the Supplier to change a proposed Subcontractor, the Contract Price and the Contract Time will be adjusted by the difference occasioned by such required change.

2.10 **Subcontractor Monitoring and Reporting**. If a Subcontractor breaches a subcontract, or is alleged to have breached a subcontract, which could affect the Supplier's performance of the Work, then the Supplier shall: (i) notify the Province in writing and provide the Province with such information relating to the alleged breach as the Province may request; and (ii) promptly address and remedy any performance issues or disputes with the Subcontractor in such a manner which has no adverse impact on the nature, quality or delivery of the Work.

3.0 CALL-UP PROCEDURE FOR SERVICES

3.1 **Work Authorizations**. A separate Work Authorization must be executed by both parties for each separate service or group of services that the Province determines, in its sole discretion, to obtain from the Supplier during the Term of this Agreement.

3.2 **Initiation of the Call-Up Procedure**. The Province will issue a Statement of Work (SOW) for each separate service or group of services that the Province determines to obtain from the Supplier. Each such SOW may, at the option of the Province, be in the form of the SOW template attached to Schedule "B" . The delivery of a SOW by the Province to the Supplier will initiate the Call-Up Procedure under this Agreement.

3.3 **Call-Up Process**. Upon the delivery of a SOW by the Province to the Supplier, the following process will apply:

(a) The Supplier shall prepare a response to the SOW describing how the Supplier will perform the Work requested under the SOW (the "**SOW Proposal**") within five (5) Business Days (or such longer or shorter period as required by the Province, acting reasonably and having regard to the nature and complexity of the Work in question).

(b) The SOW Proposal must: (i) address all the details requested by the Province under the SOW; and (ii) include a construction schedule that indicates the timing of the major activities of the Work and that provides sufficient detail of the critical events and their interrelationship to demonstrate the Work will be performed in conformity with the Contract Time.

(c) The Province shall then assess the SOW Proposal based on criteria that are identified in the SOW (if any), including, without limitation: (i) the Supplier's experience with the requested services; (ii) the Supplier's financial proposal to perform the Work; (iii) the Supplier's proposed construction schedule; and (iv) the project methodology and approach proposed by the Supplier for performance of the Work.

(d) The Province shall then provide the Supplier with a written response to the SOW Proposal within ten (10) Business Days (or such longer or shorter period as required by the Province) of completion of the Province's assessment of the SOW Proposal, indicating the Province's approval of the SOW Proposal, its rejection of the SOW Proposal, or the terms of a counter proposal acceptable to the Province.

(e) Each SOW Proposal accepted and approved by both parties in writing will constitute a Work Authorization, on the terms and conditions described in this Agreement and therein. Work Authorizations may be in such form as the Province deems fit.

3.4 **Project Records**. The parties shall jointly maintain an accurate and complete record of all Work Authorizations that are entered into by the parties during the Term of this Agreement. Such record may be maintained in such form as the parties may agree. Each party shall cooperate to make corrections to such records as the other party may reasonably request to ensure that the record of Work Authorizations is accurate and complete, in all material respects, throughout the Term.

4.0 CONSTRUCTION BY PROVINCE OR OTHERS

4.1 **Separate Contracts**. The Province reserves the right to award separate contracts in connection with parts of the Work to other suppliers and to self-perform parts of the Work. When separate contracts are awarded for parts of the Work, or when parts of the Work are self-performed by the Province, the Province shall: (i) provide for the coordination of the activities and work of other suppliers and the Province's own personnel with the work performed by Supplier; (ii) enter into separate contracts with other suppliers under conditions of contract which are compatible with the conditions of the Contract Documents; (iii) assume overall responsibility for compliance with the applicable health and construction safety legislation at the Place of Work; and (iv) ensure that adequate insurance coverage

is provided to the same requirements and coordinate such insurance with the insurance coverage of the Supplier as it affects the Work.

4.2 **Coordination by Supplier**. When separate contracts are awarded for parts of the Work, or when part of the Work are self-performed by the Province, the Supplier shall: (i) provide the Province and other suppliers with reasonable opportunity to store their products at the Place of Work and execute their work; (ii) cooperate with other suppliers and the Province in reviewing their construction schedules; and (iii) promptly report to the Province in writing any apparent deficiencies in the work of other suppliers or of the Province's own personnel, where such work affects the proper execution of any portion of the Work by the Supplier or its Subcontractors, prior to proceeding with that portion of the Work.

4.3 **Disputes between Suppliers**. Disputes and other matters in question between the Supplier and other suppliers shall be dealt with as provided in Article 8.0 (*Dispute Resolution*), provided the other suppliers have reciprocal obligations. The Supplier will be deemed to have consented to arbitration of any dispute with any other supplier whose contract with the Province contains a similar agreement to arbitrate.

5.0 CHANGE MANAGEMENT

5.1 **Changes to the Work**. The Province, without invalidating the Contract Documents, may make by Change Order: (i) changes in the Work consisting of additions, deletions or other revisions to the Work; and (ii) changes to the Contract Time. The Supplier shall not perform a change in the Work without a corresponding Change Order.

5.2 **Change Orders**. When a change in the Work is proposed or required, the Province shall provide the Supplier with a written description of the proposed change in the Work. The Supplier shall promptly present, in a form acceptable to the Province, a method of adjustment or an amount of adjustment for the Contract Price, if any, and the adjustment in the Contract Time, if any, for the proposed change in the Work. When the Province and the Supplier agree to the adjustments in the Contract Price and the Contract Time or to the method to be used to determine the adjustments, such agreement will be effective upon the execution of a written Change Order.

5.3 **Concealed or Unknown Conditions**. If the Province or the Supplier discover conditions at the Place of Work which are: (i) subsurface or otherwise concealed physical conditions which existed before the commencement of the Work which differ materially from those indicated in the Contract Documents; or (ii) physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents; then the observing party shall give notice to the other party of such conditions before they are disturbed and in no event later than five (5) Business Days after the conditions are first observed. The Province shall then promptly investigate such conditions, and if its finds in its discretion that the conditions differ materially and this would cause an increase or decrease in the Supplier's cost or time to perform the Work, it shall issue appropriate instructions for a change in the work, which will be captured by Change Order.

5.4 **Delays in Performance**. If the Supplier is delayed in the performance of the Work due to: (i) an action or omission of the Province or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents; (ii) a stop work order

issued by a court or other public authority (provided, however, that such order was not issued as the result of an act or fault of the Supplier or any person employed or engaged by the Supplier directly or indirectly); or (iii) a Force Majeure Event; then the Contract Time will be extended for such reasonable time as the Province may determine in consultation with the Supplier. This extension is time will not be less than the time lost as the result of the event causing the delay, unless the Supplier agrees to a shorter extension. Such an extension of time will be captured by Change Order.

6.0 TERM AND TERMINATION

6.1 **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue until the earlier of (the "**Term**"): (i) the date upon which this Agreement is terminated in accordance with any provision of this Agreement that expressly provides for a right of termination; or (ii) **Month Day, Year.**

6.2 **Renewal of Term**. The Province, at its discretion, may elect to extend the Term for a first (1st) additional renewal term of one (1) year, and a second (2nd) additional renewal term of one (1) year (the latter commencing on expiry of the first renewal term), by delivering written notice of such renewal to the Supplier. Where the Province intends to extend the Term for a renewal term, the Province shall provide the Supplier with one (1) month's prior written notice of such intention. If the Province does not deliver such notice to the Supplier on or before such date, then the Province will be deemed to have elected not to extend the Term of this Agreement.

6.3 **Terms and Conditions on Renewal**. The terms and conditions of this Agreement will apply during each extension of the Term.

6.4 **No Renewal Assurances**. The Province is giving no assurances whatsoever to the Supplier, expressed or implied, that the Term will be renewed by the Province. The Supplier acknowledges that this Agreement may terminate prior to the expiry of the Term in accordance any provision of this Agreement that expressly provide for a right of termination.

6.5 **Term of Work Authorizations**. Each Work Authorization will set out its date of effect, its term, and conditions relating to its renewal. If the term of a Work Authorization extends past the termination or expiry of the Term of this Agreement, then such Work Authorization, including the terms and conditions of this Agreement deemed incorporated into such Work Authorization, will survive the termination or expiry of this Agreement. For greater certainty, no new Work Authorization under this Agreement may be entered into between the parties after the termination or expiry of this Agreement.

6.6 **Termination for Cause**. The Province is entitled to terminate this Agreement, or any Work Authorization issued under this Agreement, immediately for cause, upon the occurrence of any of the following events: (i) the Supplier neglects to prosecute the Work properly or otherwise breaches or fails to comply with a material term or condition of the Contract Documents and such breach or failure is not remedied by the Supplier to the reasonable satisfaction of the Province within five (5) Business Days after receipt of written notice from the Province to remedy the breach or failure (or such breach or failure is not capable of being cured); (ii) the Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of the Supplier; (iii) an order is

made, or a resolution is passed, or a petition is filed for the liquidation or winding up of the Supplier; (iv) any direct or indirect assignment or subcontracting of this Agreement or the Work by the Supplier contrary to the provisions of the Contract Documents; or (v) any statement, representation or warranty made by the Supplier in its Proposal or the Contract Documents is untrue or incorrect at the time it was made.

6.7 **Effect of Termination for Cause**. If this Agreement or a Work Authorization is terminated for cause: (i) the Supplier shall be responsible for and shall reimburse the Province for all loss, costs and damages incurred by the Province by reason of the default, including any cost to the Province to correct any defects or deficiencies in the Work, and any costs incurred by the Province to procure services from another supplier; (ii) the Province will be entitled to take possession of the Work and products at the Place of Work; (iii) the Province will be entitled to utilize the Construction Equipment at the Place of Work (subject to the rights of third parties); (iv) the Province will be entitled to finish the Work by whatever method the Province may consider expedient; and (v) the Province may withhold further payments to the Supplier. For greater certainty, if the Province's cost of finishing the Work is less than the unpaid balance of the Contract Price, then the Province shall pay the Supplier the difference.

6.8 **Effect of Termination of Work Authorization**. Termination of a Work Authorization will not impact the scope, pricing, or obligations of the Supplier in any Work Authorizations that are not terminated by the Province.

6.9 **Loss Mitigation**. In the event this Agreement or a Work Authorization is terminated by the Province, the Supplier shall take all steps necessary to mitigate its losses because of such termination and will not be entitled to any termination payment. The Supplier acknowledges and agrees that it will not be entitled to any loss of prospective profits, contribution to overhead, or incidental, consequential or other damages because of the Province's termination of this Agreement or a Work Authorization, nor will the Supplier be entitled to reimbursement of capital investments or un-depreciated assets.

6.10 **Survival**. Completion by the Supplier of the Work, or termination by the Province of this Agreement or a Work Authorization, will not relieve or be deemed to relieve the Supplier from any duties, obligations or liabilities that accrued prior to such expiration or termination, or which by their nature are intended to survive the expiration or earlier termination of this Agreement or the Work Authorization, including all warranties given by the Supplier in respect of the Work.

7.0 PRICE AND PAYMENT

7.1 **Payment for Services**. The Province shall, subject to the terms and conditions of this Agreement and in accordance with legislation and statutory regulations respecting holdback percentages, pay the Supplier at the rates and in the manner described in each Work Authorization.

7.2 **Invoices**. Invoices submitted by the Supplier for payment must contain a detailed description of the products and services in respect of which they are being remitted, and all such other information as specified by the Province for inclusion therein. Subject to verification by the Province, invoices will be paid thirty (30) Business Days following receipt.

7.3 **Payment Does Not Constitute Acceptance**. No payment by the Province to the Supplier

is or will be construed to be an acceptance or approval by the Province of incomplete, defective or improper performance by the Supplier of any of its obligations under the Contract Documents, or operate to relieve the Supplier from the performance of any of its obligations that have not yet been performed.

7.4 **Disputed Amounts**. The Province may, upon notice to the Supplier, withhold any amount payable to the Supplier that the Province disputes in good faith, subject to the following conditions: (i) the amount the Province may withhold must be related to the amount in dispute; (ii) the Province must provide to the Supplier, concurrently with the withholding of the disputed amount, a reasonably detailed explanation of the basis for the dispute; and (iii) the parties shall take reasonable steps to promptly resolve the dispute relating to the disputed amount.

7.5 **Right of Set-Off**. The Province may set-off and deduct from any amounts payable to the Supplier: (i) any amounts owing by the Supplier to the Province pursuant to a Work Authorization or other Contract Document; (ii) any amounts claimed under a claim to which the Supplier's indemnification under this Agreement applies; and (iii) any costs incurred by the Province in collecting any amounts owing by the Supplier to the Province. The failure by the Province to set-off or deduct any amount from an invoiced payment will not constitute a waiver of the Province's right to set-off, deduct or collect such amount.

7.6 **Withholding Taxes**. The Province will be entitled to deduct or withhold from any amounts payable to the Supplier such taxes or other amounts required to be withheld or deducted in accordance with applicable law and the Province will remit each such taxes to the appropriate governmental authority. The Province shall provide the Supplier with a receipt or other document evidencing any withheld taxes. The Supplier is solely responsible for claiming any refund or applicable tax credits related to such deductions or withholdings. The Province will not be required to pay any additional amounts to the Supplier with respect to any taxes for withholdings, and the Supplier shall not gross-up any amounts payable to the Supplier in respect of, or in anticipation of, any withholding and other taxes that the Supplier may be required to collect or remit.

8.0 DISPUTE RESOLUTION

8.1 **Initial Resolution**. If a dispute arises between the Province and the Supplier arising out of or relating to the Contract Documents, the Province and the Supplier shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes will promptly be referred by each party to their respective representatives who have the authority to resolve and settle any such disputes on their behalf.

8.2 **Interim Instructions**. If a dispute is not resolved promptly, then the Province shall give such instructions as in the Province's opinion are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, if being understood that by doing so neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, then the Province shall pay the Supplier the costs incurred by the Supplier in carrying out such instructions.

8.3 **Mediation.** In the event the parties are unable to resolve a dispute, either party may serve

upon the other at its principal place of business a request for mediation. Except as otherwise provided in the Contract Documents, neither party may file an action against the other in any court, or initiate any other legal proceeding, unless and until the party seeking to do so has first requested a mediation hearing and made a good faith effort to complete the mediation process. If the parties elect to proceed with a mediation, then the parties shall select a neutral, independent mediator with experience in the relevant subject matter by the rules outlined in the *Commercial Mediation Act* (Nova Scotia). The parties shall conduct the mediation not less than ten (10) or more than twenty (20) days from the date the party requesting mediation gives notice of the request for mediation to the other party. The parties shall conduct the mediation in Halifax, Nova Scotia. The parties shall equally bear the mediation costs. In addition, the parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made in mediation by the other parties or the mediator. Except to the extent that they are modified under Contract Documents, the processes and principles outlined in the *Commercial Mediation Act* (Nova Scotia) will apply to the parties' mediation. If a party participates in good faith in a mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or in equity.

8.4 **Liens**. Nothing in Article 8.0 (*Dispute Resolution*) will be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation, and the assertion of such a right by initiating judicial proceedings is not to be construed as a waiver of any right that the party may have under the Contract Documents.

9.0 LAWS; LICENSES AND PERMITS

9.1 **Responsibility for Permits**. Unless the Contract Documents specify that they are the responsibility of the Province, the Supplier shall obtain and pay for all permits, licences, inspections, and certificates, which are necessary for the performance of the Work and customarily obtained in Nova Scotia. The Contract Price includes the costs of these permits, licences, inspections, and certificates.

9.2 **Applicable Laws; Maintenance of Permits**. The Supplier shall comply with all applicable laws governing the conduct of its business and shall give the requires notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the Work and which relate to: (i) the Work; (ii) the preservation of public health; and (iii) construction safety. The Supplier agrees to maintain in good standing all licences, permits, registrations or authorizations it is required to obtain under the Contract Documents.

9.3 **Workers' Compensation**. The Supplier must remain in good standing with the Workers' Compensation Board of Nova Scotia (the "**Board**") throughout the Term of this Agreement. Upon completion of the Work, and prior to the release of the Supplier's contract security (if applicable), the Supplier shall provide to the Province a Clearance Letter from the Board indicating that the Supplier is assessed and is in good standing.

9.4 **Authorization Not Deemed**. Neither the acceptance of the Supplier's Proposal nor the execution of this Agreement or any Work Authorization by the Province shall be or deemed to be approval by the Province to or for anything related to the business or operations of the Supplier that requires any approval, permit or licence pursuant to applicable law.

9.5 **Copies of Permits and Authorizations**. The Supplier shall provide to the Province, upon

request, copies of all permits, licences, authorizations and registrations that it is required to obtain in order to perform the Work and evidence of the Supplier's compliance with laws applicable to the performance of the Work.

10.0 REPRESENTATIONS AND WARRANTIES

10.1 **Supplier's Representations and Warranties**. The Supplier represents and warrants to the Province, with the intention and knowledge that the Province is relying on each such representation and warranty in entering into this Agreement, that: (i) all statements contained in the Supplier's Proposal and in any certificate or other document delivered to the Province under the Contract Documents are true and correct; (ii) the Supplier has no knowledge of any fact that may materially adversely affect the Supplier's business or operations or its financial condition, or its ability to fulfill its obligations during the Term of this Agreement; (iii) the Supplier has the corporate power and legal capacity to enter into, fully perform, and meet all the obligations and liabilities relating to it as set out herein and has granted the person signing this Agreement on its behalf full power and authority to obligate the Supplier for all purposes of the Agreement; and (iv) the Supplier has duly executed and delivered this Agreement and it constitutes a legal, valid and binding obligation of the Supplier.

10.2 **Service Warranty; Extended Warranties**. Except for ay extended warranties outlined in the Contract Documents, the warranty period for the Supplier's work is one (1) year from the date of Substantial Performance. The Province shall promptly give the Supplier notice of observed defects and deficiencies in the Work which occur during the one (1) year warranty period, and the Supplier shall promptly correct, at its expense, any such defects or deficiencies. Any extended warranties required beyond the one (1) year warranty period will be as specified in the Contract Documents. Extended warranties will be issued by the warrantor to the benefit of the Province, and the Supplier's responsibility with respect to such extended warranties will be limited to obtaining the warranty from the warrantor. The obligations under any such extended warranties are solely the responsibilities of the warrantor.

11.0 INDEMNIFICATION; LIMITATION OF LIABILITY

11.1 **General Indemnification by the Supplier**. The Supplier shall indemnify the Province Indemnitees, to the fullest extent permitted by law, from and against any and all Indemnified Losses arising as a result of, or in connection with, any of the following:

(a) the failure of the Supplier to pay and discharge any taxes for which the Supplier is responsible;

(b) the failure of the Supplier to perform its obligations under any agreement between the Supplier and a third party;

(c) a breach by the Supplier of any representation and warranty included in the Contract Documents;

(d) the negligent performance or non-performance by the Supplier of any of the Supplier's obligations under Contract Documents;

(e) the death of or bodily injury to any third party or to any employee of a Province

Indemnitee to the extent caused by the acts or omissions of the Supplier; and

(f) the loss of or damage to any tangible personal property and real property of an Province Indemnitee or other third party, to the extent caused by the acts or omissions of the Supplier.

11.2 **Definitions Pertaining to Indemnification**. For the purposes of this Agreement: (i) "**Indemnified Losses**" means the aggregate of Losses and Litigation Expenses; (ii) "**Loss(es)**" means: (A) any amount awarded in, or paid in settlement of, any Claim, including interest but excluding Litigation Expenses; and (B) any amount paid or payable by an Province Indemnitee for any damage, fine, penalty, deficiency, loss or liability that is suffered or incurred by an Province Indemnitee, but excluding Litigation Expenses; (iii) "**Litigation Expense(s)**" means any reasonable out-of-pocket expense incurred by an Province Indemnitee in defending a Claim or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and lawyers' and other professionals' fees and disbursements; (iv) "**Claim**" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding; (v) "**Province Indemnitee**" means the Province and its Representatives; and each of the heirs, executors, successors, and assignees of any of the foregoing; and (vi) "**Representative(s)**" means, with respect to an entity, any of that entity's directors, officers, employees, agents, consultants, advisors, and other representatives.

11.3 **Cap on Damages**. The Supplier's liability to the Province and to Province Indemnitees under or arising out of this Agreement will not exceed: (i) in respect of a Loss for which insurance must be provided pursuant to the Contract Documents, the insurance limit for one occurrence that is in effect as of the date on which the Loss is incurred; and (ii) in respect of a Loss for which insurance is not required to be provided, the greater of (A) the Contract Price or (B) Two Million Dollars ($2,000,000) (such amount is hereinafter referred to as the "**Damages Cap**"). The Damages Cap will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose, and it is the maximum for which the Supplier is liable to the Province under or arising out of this Agreement, regardless of the basis of the claim (including fundamental breach, negligence, misrepresentation, or other contract or tort claim).

11.4 **Exceptions**. The Damages Cap does not exclude damages arising from the willful misconduct or gross negligence of the Supplier. For the purposes of this Agreement, "**gross negligence or willful misconduct**" means any act or failure to act that was: (i) intended to cause harm to the Province; or (ii) in reckless disregard of or wanton indifference to the harmful and foreseeable consequences of such act or failure.

11.5 **Province's Disclaimer**. THE SUPPLIER ACKNOWLEDGES AND AGREES THAT THE PROVINCE WILL NOT BE RESPONSIBLE FOR AND WILL NOT HAVE CONTROL, CHARGE OR SUPERVISION OF: (I) THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS REQUIRED IN CONNECTION WITH THE WORK IN ACCORDANCE WITH APPLICABLE CONSTRUCTION SAFETY LEGISLATION OR GENERAL CONSTRUCTION PRACTICE; (II) THE SUPPLIER'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS; AND (III) THE ACTS OR OMISSIONS OF THE SUPPLIER, SUBCONTRACTORS, OR THEIR AGENTS, EMPLOYEES OR ANY OTHER PERSONS PERFORMING PORTIONS OF THE WORK.

12.0 INSURANCE; CONTRACT SECURITY

12.1 **Insurance Coverage**. The Supplier shall, at its own expense, maintain such insurance coverage as is commonly carried by reasonable and prudent companies engaged in the business of construction, and in no event less than the minimums outlined in the Contract Documents. Prior to commencement of the Work and upon placement, renewal, amendment, or extension of all or any part of the insurance, the Supplier shall promptly provide the Province with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work.

12.2 **Lack of Insurance Coverage**. If the Supplier fails to provide or maintain insurance as required by the Contract Documents, then the Province will have the right to provide and maintain such insurance. The Supplier shall pay the cost thereof to the Province on demand, or the Province may deduct the cost from the amount which is due or may become due to the Supplier.

12.3 **Contract Security**. The Supplier shall, prior to commencement of the Work or within the specified time, provide to the Province any contract security that is specified in the Contract Documents. If the Contract Documents require surety bonds to be provided, such bonds will be issued by a duly licensed surety company authorized to transact the business of suretyship in Nova Scotia, and will be maintained in good standing until completion of the Work. The form of such bonds will be in accordance with the Province's reasonable requirements.

13.0 FORCE MAJEURE

13.1 **Notice and Mitigation of Force Majeure Event**. The Supplier must give immediate notice to the Province describing any Force Majeure Event, its cause and the probable duration of the delay resulting therefrom and shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on the performance of the Supplier's obligations under any Work Authorization.

13.2 **Termination for Force Majeure**. If a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive Business Days at any time during the Term, the Province may, in its sole discretion, terminate the applicable Work Authorization upon five (5) Business Days' notice to the Supplier. In the case of termination by the Province, the Supplier will be entitled to receive payment only for the work performed prior to the termination date which have met the requirements of the Contract Documents, and such payment will constitute full and final satisfaction of the Province's obligations to the Supplier.

14.0 GENERAL

27.1 **Independent Supplier**. This Agreement is a contract for the performance of the Work, which may be requested by the Province from time to time throughout the Term. The Supplier is engaged by the Province as an independent Supplier and shall not at any time hold itself out as an employee, servant or agent of the Province. No partnership, joint venture, agency or other legal relationship is created or deemed to be created by the Contract Documents, or by any actions of the parties hereunder. The Supplier does not have authority under the Contract Documents to bind the Province or to commit or purport

to commit the Province to the payment of money to any third party, and nothing contained in the Contract Documents will create any contractual relationship between the Province and a Subcontractor, or their agents, employees, or other persons performing any portion of the Work.

27.2 **Maintenance of Records**. The Supplier shall keep proper and accurate books and records, including all invoices, receipts and vouchers, relating to all expenditures and commitments made in connection with the Contract Documents. The Supplier shall make such books and records available to the Province for review or audit within ten (10) Business Days following receipt of a request from the Province to do so. The Supplier shall retain all such books and records and make them available for review or audit by the Province for a period of three (3) years after the date of final payment by the Province hereunder. Any review or audit by the Province will be carried out by the Province at the Province's expense.

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

27.4 **Waiver**. No term or provision of this Agreement and no breach of this Agreement by the Supplier will be deemed to be waived or excused by the Province unless such waiver is in writing and signed by the Province. The waiver by the Province of any breach of a term or provision of this Agreement will not be deemed to be a waiver of any continuing or subsequent breach by the Supplier of the same or any other term of this Agreement.

27.5 **Conflict of Interest**. The Supplier shall not permit an actual or potential conflict of interest to arise between its obligations to the Province under this Agreement and its obligations to any third party. The Supplier shall notify the Province immediately if any such perceived or actual conflict of interest arises.

27.6 **Remedies Cumulative**. The rights and remedies of the Province set out in this Agreement are cumulative and are in addition to, and not in substitution for, any other rights or remedies available to the Province at law or in equity.

27.7 **Time of the Essence**. Time is of the essence of this Agreement.

27.8 **Currency**. All dollar amounts referred to in this Agreement are in Canadian dollars, unless otherwise expressly stated.

27.9 **Partial Invalidity**. If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be deemed to be severed from this Agreement and the remaining terms and conditions will nevertheless remain in full force and effect.

27.10 **Counterparts**. This Agreement may be signed by the Province and the Supplier in separate counterparts, each of which when signed and delivered will be an original. The counterparts may be delivered by facsimile or electronic transmission and the transmission copy will be deemed to be and considered an original.

27.11 **Further Assurances**. The Supplier and the Province agree to execute and deliver all such further documents and instruments and do or cause to be done all such acts and things as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.

27.12 **Enurement**. This Agreement will be binding upon and will enure to the benefit of the parties hereto and their respective successors and permitted assigns.

27.13 **Governing Law; Forum**. This Agreement will be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein. The parties hereby consent to the exclusive jurisdiction of the Provincial and Federal courts located in Halifax, Nova Scotia with respect to the hearing of any disputes regarding the interpretation or enforcement of this Agreement.

27.14 **Notices**. Any notice to be given under this Agreement by the Province or the Supplier will be in writing and delivered by hand, by facsimile or electronic transmission, or by registered mail, to the other party at the address and to the attention of the contact individual designated for such purposes in the Contract Documents. Either party may change its address for notice by giving the other party notice. Any notice received by 5:00 p.m. on a Business Day will be deemed to have been received on the date of its delivery. Any notice received after 5:00 p.m. or on a day other than a Business Day, will be deemed to have been received on the following Business Day. For facsimile transmissions, an acknowledgment of the receipt of such transmission must be received by the sending fax machine from the receiving fax machine in order for transmission of the notice by fax to be valid.

[*signature page follows*]

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

WITNESSED BY:

DATED AT Halifax, Nova Scotia,
this _____ day of _____, 2026.

[INSERT NAME OF SUPPLIER]

_____
Witness

Per: _____
Name: [insert]
Title: [insert]

DATED AT Halifax, Nova Scotia,
this _____ day of _____, 2026.

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, as represented by the Minister of Public Works

_____
Witness

Per: _____
Name: [insert]
Title: [insert]

SCHEDULE "A"

Overview of Construction Trades and Technical Services

This schedule of the Agreement describes the trades and services that may be carried out by the Supplier during the Term of this Agreement, and supplementary conditions relating thereto.

This schedule incorporates the following:

A.2 Request for Supplier Qualifications
Request for Supplier Qualifications DOCXXXXXXXXXX issued by the Minister of Public Works is incorporated herein by reference and describes the trades and services that may be performed and products that may be delivered pursuant to the Call-Up Procedure described in this Agreement. See the attached **Schedule "A.2"**.

A.3 Supplier's Proposal
The Proposal submitted by the Supplier dated and submitted as bid on tender closing date [insert date of Supplier's Proposal], is incorporated herein by reference. See the attached **Schedule "A.3"**.

SCHEDULE "A.2"

Request for Supplier Qualifications DOCXXXXXXXXXX

[*begins on next page*]

[**NTD:** insert document]

SCHEDULE “A.3”

Supplier’s Proposal

[*begins on next page*]

[**NTD:** insert document]

SCHEDULE "B"

Work Authorizations

Each Work Authorization entered into by the Province and the Supplier after the Effective Date of the Agreement may be in the form attached to this Schedule "B" as Appendix 1 (*Work Authorization Template*), and must include or incorporate by reference the following information, as determined by the Province:

(a) the Effective Date of the Work Authorization;

(b) the Term of the Work Authorization;

(c) the services to be obtained by the Supplier from third parties in connection with the performance of the Work described in the Work Authorization;

(d) timelines and requirements for the Work, including the date for Substantial Performance;

(e) the services to be performed by the Supplier broken down by service tower if appropriate;

(f) the locations from which the Work will be performed;

(g) any additional policies and procedures of the Province with which the Supplier is required to comply in performing the Work;

(h) key personnel for the Work;

(i) any reports required for the Work and the timing of those reports;

(j) the obligations of the parties with respect to transition for the Work;

(k) the fees to be paid to the Supplier for performance of the Work; and

(l) such other provisions as may be necessary or desirable to describe Work to be performed by the Supplier, the Province's responsibilities in connection with such Work, and any Supplemental Instructions for the Work.

APPENDIX 1 TO SCHEDULE "B"
Work Authorization Template

[**NTD:** insert document]

SCHEDULE “C”

PIIDPA Schedule

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

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

The Supplier shall implement and strictly enforce security arrangements that ensure all personal information that the Supplier collects or uses on behalf of the Province is protected at all times from unauthorized access or disclosure, and shall confirm in writing to the Province, upon request, the details of such security arrangements. The Supplier also agrees to implement and enforce any additional security procedures as may be required by the Province from time to time to protect the personal information that the Supplier collects or uses on behalf of the Province.

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

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