



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information X	Recommendation X	Decision Request ☐	Councillor Activity ☐
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To: Committee of the Whole

Submitted by: Troy Burgess, Traffic Authority

Date: September 8, 2026

Subject: Traffic Calming and Speed Study, The Crossing

LEGISLATIVE AUTHORITY

NS Motor Vehicle Act Section 86 "Traffic Authority and Signs and Signals"

NS Municipal Government Act Part XII "Streets and Highways"

RECOMMENDATION or DECISION REQUEST

Staff to commission WSP to undertake a Traffic Calming and Speed Study for the community of "The Crossing" complete with recommendations of traffic management measures to address identified issues. With data to be collected before and after the connection of Payzant Drive to King Street is completed and opened. In the amount of \$8455 plus HST as quoted.

BACKGROUND

Property ☐	Public Opinion ☐	Environment ☐	Social X	Economic ☐	Councillor Activity ☐
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Traffic concerns have increased in the last number of months in the growing area as the number of residences has increased and newly opened street connections have created increased opportunities for traffic to access locations around the community. Many people that reside in the Crossing along with Councilors have reached out with concerns, requesting traffic calming measures be explored.

DISCUSSION

Due to the increased traffic concerns and changing traffic patterns within and around “The Crossing community”, staff is recommending a traffic calming and speed study (TCSS) be completed for this area. The TCSS recommendation will be based on traffic data collected before and after the completion and opening of the Payzant Drive connection to King Street which is currently under construction. The TCSS will consider accessibility and pedestrian safety as well as vehicular safety.

It is recommended no changes are implemented with temporary or permanent traffic calming measures until the recommendations from the TCSS are received. Temporary or permanent measures could skew the results of the TCSS and/or negatively affect traffic movement within the area by installing the wrong type traffic calming methods or in the wrong place without having sufficient data.

After the TCSS is completed and received Staff will act on the recommendations appropriately while keeping budgets in mind.

NEXT STEPS

Council provide direction for staff to proceed with the Traffic Calming and Speed Study

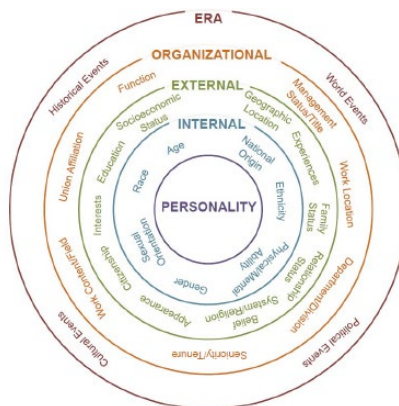
Staff to act on the TCSS recommendations once the study is completed.

FINANCIAL IMPLICATIONS

(Inform of any financial implications it may have on current or future budgets of the Municipality, or to residents, if anything.)

DIVERSITY, EQUITY, INCLUSION AND ACCESSIBILITY CONSIDERATIONS

A DEIA consideration will be applied to the Traffic Calming and Speed Study and considered in any action taken as a result of the recommendations.



ALTERNATIVES

1. Council could choose to do nothing (not recommended)
2. Council could direct Staff to install traffic calming measures without recommendations from a TCSS or qualified Traffic Engineer (not recommended)

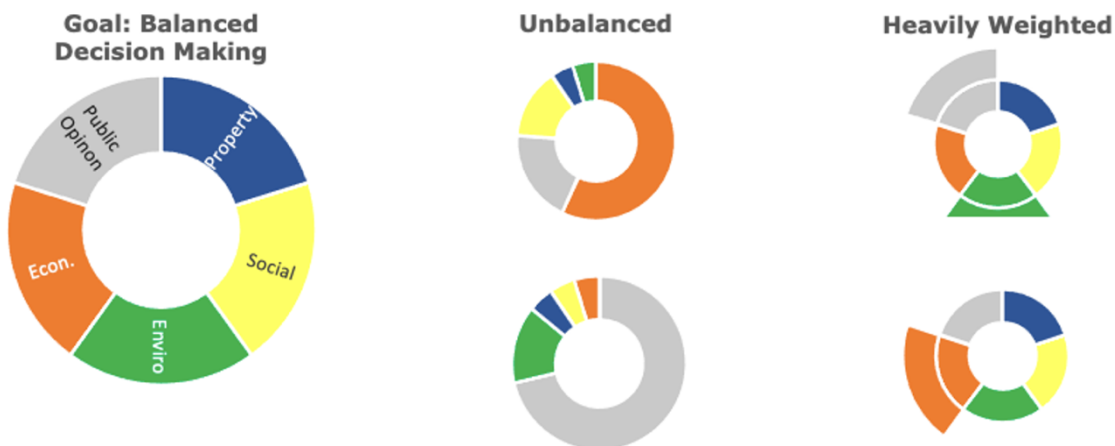
ATTACHMENTS

WSP, "Proposal to Complete a Traffic Calming and Speed Study Windsor, NS"

CHIEF ADMINISTRATIVE OFFICER REVIEW

(For use if report is from a Councillor. CAO to provide additional comments on background, department/staff responsible and workload, budget, options, preferred strategy. State "Not Applicable" if report is from staff which already incorporates CAO review.)

Council has been provided with a reference taken from the Meeting and Committee Procedural Policy , Appendix C "Decision Making by Council and Committee of the Whole" as a reminder of the principles highlighted for good decision making.



Report Prepared by: Troy Burgess

Report Reviewed by: J. Richard

Report Approved by: _____



2026-08-21
Reference: 2026CA670481
Confidential

Troy Burgess
Manager of Operations
West Hants Regional Municipality

E: tburgess@westhants.ca

Proposal to Complete a Traffic Calming and Speed Study Windsor, NS

Dear Mr. Burgess,

This is our proposal to complete a review of the speeds, volumes, and traffic calming measures through The Crossing Community in Windsor, NS and provide recommendations guidance on appropriate speed limits for these roadways. Based on our experience with the collection and evaluation of traffic volume and speed data throughout Atlantic Canada, our team has a strong understanding of this assignment and its requirements. This letter outlines our study objective, as well as our proposed scope and associated budget.

Objectives

The primary objectives of this assignment are to review the existing speeds and volumes through The Crossing Community. This will include:

- Collection of existing traffic volume and speed at key locations while school is in session, before and after the Payzant connection to Highway 1 is opened;
- Review of the existing speed limits along the study roadways;
- Determining recommendations for traffic calming; and,
- Preparing a memorandum that summarizes the collected data, analysis, and conclusions / recommendation(s).

Study Methodology

The following sections describe the tasks necessary to complete this review.

TASK 1: DATA COLLECTION AND EXISTING CONDITIONS REVIEW

Data collection locations, described below, are shown in Figure 1.

- We will complete a site visit to the study area to collect site photos and establish an understanding of the existing conditions in the area.
- We will collect two-way volume and speed data at the following locations, before and after the opening of the Payzant connection:
 - a) Community Way;

- b) Underwood Road; and,
 - c) Edward Drive.
- We will collect AM and PM peak period intersection turning movement count (TMC) vehicle volume data at the following locations, before and after the opening of the Payzant connection:
 - a) Payzant Drive at Community Way;
 - b) Payzant Drive at Wentworth Road; and,
 - c) Wentworth Road at Cole Drive.
- We will collect AM and PM peak period intersection turning movement count (TMC) vehicle volume data at the following location, only after the opening of the Payzant connection:
 - a) Payzant Drive at Avon View High School.



Figure 1: Data Collection Locations

TASK 2: ANALYSIS AND REPORTING

- We will review collected data and provide recommendations on appropriate traffic measures. This will include:
 - Completing traffic control warrants at busier intersections;
 - Evaluating intersection performance and identifying operational deficiencies;
 - Identifying proposed developments and how they may impact the study area;
 - Conducting speed analyses and assessing the need for traffic calming measures;
 - Evaluating the opportunity to open the gate between Underwood Drive and Edward Drive; and,
 - Recommending traffic management measures to address identified issues.
- We will prepare a memorandum to summarize the review and will include the methodology, summary tables, and transportation recommendations. We will circulate a preliminary Draft copy to you for comments, prior to providing the final memorandum.

Budget and Schedule

We estimate that the study, as described above, can be completed for a fixed fee amount of **\$8,455 plus HST**. Once the project receives approval to start, we will work with WHRM staff to develop the counting schedule (likely to complete the first round in October 2026).

Terms and Conditions

WSP Standard Terms and Conditions are attached.

If you have any questions or comments, please contact me by email at courtney.pyne@wsp.com or by telephone at 902 536-0982.

Sincerely,



Courtney Pyne, P.Eng., PMP
Manager – Transportation and Traffic Atlantic
WSP Canada Inc.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Except if a different interpretation is required by the context, the following terms shall have the following meanings:

- (a) **Affiliate** has the meaning given to such term in the *Canada Business Corporations Act* or in any replacement thereof or supplement thereto in effect, which meaning shall apply *mutatis mutandis* to partnerships, general partnerships and limited partnerships.
- (b) **Agreement** means (i) the Proposal, (ii) the General Terms and Conditions, (iii) the Purchase Order(s) and (iv) all the other attachments indicated in the Proposal, provided the parties have agreed in writing to be bound by the General Terms and Conditions and have not executed a Services Agreement.
- (c) **Claim** or **Claims** means, as the case may be, one or more of the following: losses, damages, fees, disbursements, penalties, fines, claims, formal demands, motions, petitions or applications, proceedings, legal hypothecs, charges, obligations imposed by law, liabilities, judgments, decisions, decrees, arbitral awards, taxes of any and all kinds, and any other types of costs or expenses (including reasonable lawyers' fees and reasonable expenses incurred thereby), plus the related interest at a rate of one percent (1%) per month.
- (d) **Client** means the party named in the agreement as being the recipient of the services.
- (e) **Completion** means the full and complete performance of the services in accordance with the Agreement.
- (f) **Confidential Information** means all information of a confidential nature, in whatever form and on whatever medium, that the Client and WSP obtain from the other party to the Agreement, directly or indirectly, including information concerning the Client or WSP, particularly regarding the business, affairs, financial position, assets, operations, activities, prospects or trade secrets of such party, as well as all analyses, assessments, compilations, notes, studies or other documents that the Client or WSP, as the case may be, or their respective Personnel have performed or prepared and that rely on or contain such information.
- (g) **Deliverables** means the drawings, plans, models, specifications, reports, photographs, surveys, calculations and other data, including the computer printouts, that shall be used in connection with the Agreement and shall be prepared by or on behalf of WSP.
- (h) **Force Majeure Event** means an event or circumstance beyond the control of a party to this Agreement that hinders or delays the performance by said party of its obligations under the Agreement and that, despite reasonable diligence and proper planning, said party was not or is not able to avoid or overcome.
- (i) **General Terms and Conditions** means this document entitled "General Terms and Conditions" and forming part of the Agreement.
- (j) **Hazardous Substance** means any substance, mixture of substances, product, waste, organism, pollutant, material, chemical product, contaminant, dangerous good, component or other material that is, or becomes, listed in, governed by or subject to a Law or regulation applicable to its use, manufacture, importation, handling, transport, storage, dumping and treatment.
- (k) **Law** or **Laws** means, collectively, all valid and applicable common law, federal, provincial, municipal and other local laws, orders, rules, regulations, bylaws and regulatory body decisions, including occupational health and safety, fire, employment insurance, workers' compensation and environmental protection legislation, building codes, anti-corruption laws or international conventions, that apply now or may apply in the future, and other governmental requirements, labour practices and procedures prescribed by law and related to the Project or the Services.
- (l) **Person** means a natural person, business corporation, company, joint venture, unincorporated association, union, partnership (limited or general), limited liability partnership, trust, trustee, executor, judicial administrator or other legal representative or any other enterprise or association.
- (m) **Personnel** means a party's directors, officers, employees, contractual personnel, representatives, advisors, agents and mandatories, which definition shall also apply *mutatis mutandis* to a party's Affiliates.
- (n) **Project** means the project indicated in the Agreement.
- (o) **Proposal** means the service proposal submitted to the Client by WSP and dated 21/08/2026.
- (p) **Purchase Order** means, if applicable, the purchase orders established by the Client and bearing the numbers N/A.
- (q) **Services Agreement** has the meaning given to such term in Subsection 19.1 hereof.
- (r) **Services** means the services indicated in the Agreement.
- (s) **Site** means the place where the Project is located.
- (t) **WSP** means WSP Canada Inc.

2. INTERPRETATION

2.1 **Precedence.** In the event of conflict or inconsistency between the documents forming part of the Agreement, the following shall have precedence, from first to last:

- (a) these General Terms and Conditions;
- (b) the Proposal, excluding the General Terms and Conditions and the attachments;
- (c) if applicable, the other attachments to the Proposal;
- (d) if applicable, the Purchase Orders.

2.2 **Severability.** If any term, covenant or condition of these General Terms and Conditions is, to any extent, held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the remaining General Terms and Conditions other than the General Terms and Conditions



GENERAL TERMS AND CONDITIONS

that were deemed invalid or unenforceable, and each remaining term, condition or covenant shall be separately valid and enforceable to the fullest extent permitted by Law.

3. SCOPE OF SERVICES

- 3.1 **Services.** WSP shall provide the Services in accordance with the Agreement.
- 3.2 **Time.** WSP shall provide the Services and deliver each of the Deliverables in accordance with the work schedule included in or attached to the Proposals.

4. OBLIGATIONS

- 4.1 **Standard of Care.** WSP shall provide the Services with such degree of care, skill and diligence as is normally exercised by engineers or consultants in the performance of comparable services at the time and place where the Services are provided.
- 4.2 **Obligations of the Client.** The Client shall discharge all of its responsibilities without delay and shall study WSP's requests for information, instructions or decisions without delay and respond thereto diligently within a reasonable time so as not to delay performance of the Services.
- 4.3 **Information and Data.** The Client shall make available to WSP all Project-related information and data required by WSP for the performance of the Services and, upon receipt of a notice from WSP, shall perform any ancillary service that is necessary to enable WSP to provide the Services.
- 4.4 **Access to the Site.** The Client shall take the necessary steps to ensure that WSP has access to the Site if such access is necessary for the performance of the Services.
- 4.5 **Permits.** The Client shall obtain from the government authorities or any other persons all permits, approvals and licences and any other authorizations or rights that are required to carry out the Project.

5. CHANGES

- 5.1 **Changes.** The Client or WSP may at any time propose to the other party changes to the Services, including the addition or removal of Services, changing the work schedule and advancing or postponing the delivery of all or part of the Services.
- 5.2 **Change compensation.** If a proposed change causes, directly or indirectly, an increase or decrease in Service delivery times or costs, the Client and WSP shall negotiate in good faith, without delay, a fair adjustment to the schedule or a financial compensation or both, and shall amend the Agreement in writing accordingly.
- 5.3 **Performance.** WSP shall not proceed with any proposed changes if the Agreement has not been amended in writing by the two parties to reflect the schedule adjustments or a financial compensation or both.
- 5.4 **Right to Change.** For a Change that results from circumstances that were totally unforeseeable at the time of the signature of the Agreement, the Consultant may submit to the Client a request for an adjustment in the contract price, time schedule or any other condition of the Agreement. Without limiting the generality of the foregoing, the price and schedule are based on market conditions as of the date of the proposal for the Services to be performed under the Agreement and exclude all taxes, which will be added to the price. They also do not include, and exclude, any duties,

tariffs, shipping, import/export fees, customs clearance, or other governmental or trade-related charges or measures (collectively referred to as the 'Tariffs') and any cost estimates provided as part of the services do not account for the Tariffs. If the Tariffs affect, directly or indirectly, the Consultant's performance of the Services or result in additional costs, the Consultant's price and schedule will be adjusted accordingly.

6. OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 **Deliverables.** The Deliverables shall be the exclusive property of WSP, whether or not work has been performed in connection with the Project. WSP shall retain the copyrights thereon and on any work that may result therefrom. The Client may retain a copy of the Deliverables in its files.
- 6.2 **Exclusive Use by Client.** Deliverables, including any reports, opinions, findings, recommendations, including expert testimony, or other documents prepared under this Agreement are prepared for the exclusive use of the Client identified as the intended recipient. WSP is not responsible for the use of, or reliance on, these documents by any other party without the written consent of WSP. WSP accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken based on these documents.
- 6.3 **Intellectual Property Rights.** WSP shall retain all property rights on all patents, trademarks, copyrights, industrial property rights or other intellectual property rights and on the designs, products or processes developed or adapted by it in the performance of the Services. The Client shall not use, infringe or appropriate such exclusive rights without the prior consent of and payment of a financial compensation to WSP.
- 6.4 **Holdback of Deliverables.** Notwithstanding any contrary provision of the Agreement, if the Client is in default under the Agreement, including if a payment is not made by the Client when due, WSP may hold back all Deliverables until the Client has cured said default.
- 6.5 **Client Documents.** WSP may retain in its files a copy of all documents provided by the Client relating to performance of the Services.

7. INSURANCE

- 7.1 **Insurance Coverage.** WSP shall obtain, for the entire term of the Agreement, professional liability insurance with such limits per claim and aggregate annual limits as it deems reasonable, covering the professional liability incurred by WSP in the performance of the Services. At the Client's request, WSP shall provide a certificate of insurance within a reasonable time.
- 7.2 **Notice.** WSP and the Client shall notify one another in writing, without delay, of any event or incident that could give rise to a Claim under WSP's professional liability insurance referred to in this section, or of any other matter that WSP is required to disclose to its insurer. In addition, the Client shall provide WSP with all information, reports and documents and any assistance that may be reasonably necessary for the insurance claim to be settled without delay.

8. LIABILITY AND INDEMNIFICATION

- 8.1 **Liability of the Parties.** Subject to the limitations of liability indicated in Section 9, each party shall indemnify and save harmless the other party and their respective Affiliates,



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mandataries, agents and Personnel from and against Claims attributable to the following:

- (a) third persons;
- (b) the negligent or wrongful acts or omissions of the indemnifying party or of any person under the indemnifying party's responsibility.

9. LIMITATION OF LIABILITY

- 9.1 **Limitation of Liability.** Subject to Article 9.3, each party's liability with respect to the Claims that may be made against it or its Affiliates, mandataries, agents and Personnel, under the Agreement or affecting the Services in any way whatsoever, whether based in contract, tort (including negligence) or any other theory of liability, notwithstanding any other provision of the Agreement, shall be limited to the aggregate amount payable by the Client in consideration of the Services under the Agreement.
- 9.2 **Indirect Damages.** The parties shall in no case be liable for indirect or exemplary damages or for damages for loss of profits or income, loss of clients, loss of reputation, loss of financing or loss of business opportunity.
- 9.3 **Reperformance.** In the event of any non-compliance arising from WSP's Services or that of its subconsultants, the sole and exclusive remedy available to the Client shall be the reperformance of the said work by WSP. Any and all other warranties, rights, and remedies, whether explicitly stated in the contract or arising by implication or law, are explicitly waived and excluded.
- 9.4 **Prescription Period.** No claim may be made against WSP or its Affiliates, mandataries or agents, including the insurers and their respective personnel, more than one year (or beyond the prescription period provided by law in the jurisdiction in which the Project is carried out) after the Completion of the Services.
- 9.5 **Hazardous Substances.** WSP shall not be responsible for the identification, reporting, analysis, presence, handling, removal or elimination of Hazardous Substances found on or near the Site, unless otherwise indicated in the Agreement, nor shall it be liable for the exposure of persons, property or the environment to such Hazardous Substances.
- 9.6 **Information from the Client.** WSP shall have the right to assume that all information and data provided by or on behalf of the Client and all information provided by the government authorities and public utilities is accurate and complete.
- 9.7 **Acts of Third Parties.** WSP shall not be liable for the acts or omissions of the Client's consultants, the contractors, the subcontractors, the suppliers or the service providers in relation to the Project or for the work they performed. WSP shall not monitor, direct or supervise the methods, means, techniques, sequences or construction processes employed by the contractors, subcontractors or service providers in relation to the Project.
- 9.8 **Independent Expert.** WSP shall not be liable for any opinions provided by any independent expert engaged by the Client, even if said expert is recommended by WSP.
- 9.9 **Manufacturing Defects.** WSP shall not be liable for manufacturing defects in equipment, materials or supplies specified or recommended by it.

- 9.10 **Safety.** WSP shall not be responsible for the safety measures and programs required for the Project or for general safety at the Site pursuant to the applicable health and safety laws.

10. FORCE MAJEURE EVENT

- 10.1 **Force Majeure Event.** If, owing to a Force Majeure Event, either party is unable to fulfill its obligations under the Agreement, the obligations of such party shall be suspended for the period during which and to the extent that the Force Majeure Event continues to have such effect.

11. INDEPENDENT CONTRACTOR

- 11.1 **Independent Contractor.** Unless otherwise indicated in the Agreement, WSP shall be an independent contractor and not an agent or mandatary of the Client.

12. PAYMENT

- 12.1 **Payment.** WSP shall invoice the Client every month, and the Client shall pay the invoices within thirty (30) days of receipt thereof. If the Client determines that an invoice contains amounts that, in its estimation, it does not owe to WSP, it shall notify WSP within ten (10) days of receipt of the invoice. If the Client does not notify WSP within said ten (10) days, it shall be deemed to have accepted the amounts indicated on the invoice issued by WSP.
- 12.2 **No holdback.** Notwithstanding any other provision of the Agreement, there shall be no holdback of payment for the Services.
- 12.3 **Interest.** The amounts that either party pays to the other party when due under the Agreement shall bear interest as of the initial due date until the actual date of payment, inclusive, at a rate of one percent (1%) per month, compounded annually or twelve percent (12 %) per annum.
- 12.4 **Disbursements and Administrative Charge.** Disbursements will be billed at cost plus the percentage amount set out in a schedule of costs and/or the Proposal. Also, when provided in a schedule of costs and/or in the Proposal, an administrative charge will be added to the contract price.

13. SUSPENSION OR TERMINATION

- 13.1 **Expiry or Termination.** The Agreement shall terminate at the earlier of the following dates:
- (a) the Completion date;
 - (b) the termination date if the termination occurs in accordance with this section.
- 13.2 **Termination by the Client.** In the event of a material failure by WSP to fulfill any of its obligations under the Agreement, the Client shall notify WSP that the default must be cured. If WSP fails to cure the default within thirty (30) days of receipt of such notice, if the default cannot be cured immediately, or if WSP fails to take reasonable measures within such time to cure it, the Client may terminate the Agreement by a new notice to WSP. Such termination shall not relieve the Client of its obligation to pay all of the amounts owed by it to WSP for the Services provided up to the termination date, in addition to all the costs incurred by WSP up to said date, in the manner set forth in the Agreement.
- 13.3 **Suspension or Termination by WSP.** In the event of a material failure by the Client to fulfill any of its obligations under the Agreement, including if it fails to make the payments



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in the manner set forth in the Agreement, WSP shall notify it that the default must be cured. If the Client does not cure the default within seven (7) days of receipt of such notice, WSP may cease to provide the Services until it receives payment in full of the amounts owed to it, including accrued interest, or until the default has been cured. If the Client does not cure the default within fifteen (15) days of receipt of the default notice given by WSP, WSP may terminate the Agreement by providing a new notice to the Client. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the termination date, in addition to all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.

13.4 **Suspension or Termination by the Client.** If the Client does not intend or is not able to implement the Project, it may suspend or terminate the Agreement by thirty (30) days' notice to WSP. Upon receipt of such notice, WSP shall cease to provide the Services, except for those Services that are reasonably necessary to enable the suspension or termination of the part of the Project for which it is responsible. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the suspension or termination date, in addition to all costs incurred by WSP up to said date and all reasonable suspension or termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.

13.5 **Rights of WSP.** If the Client suspends the performance of the Services at any time whatsoever for more than thirty (30) days, whether those days are consecutive or not, WSP may choose, in its entire discretion, to terminate the Agreement upon delivery of a notice to the Client. If applicable, the Client shall pay without delay any Compensation that it owes to WSP for the Services provided up to the termination date and all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.

14. CONFIDENTIALITY

14.1 **Confidential Information.** All confidential information received by a party to the Agreement shall be treated as strictly confidential and shall not (i) be disclosed to a third party or (ii) be used in any manner whatsoever, directly or indirectly, for a purpose other than the performance of the Services, subject to the prior consent of the party that provided the confidential information, which consent shall not be unreasonably withheld.

15. DISPUTE RESOLUTION

15.1 **Negotiations.** In the event of a dispute between the parties regarding the Agreement, the parties shall use all reasonable efforts to resolve the dispute amicably. The parties agree to openly disclose all relevant information and provide all relevant documents within the prescribed time periods without prejudice to the rights and remedies available to them.

15.2 **Unresolved Dispute.** If, after negotiations, a dispute remains unresolved, either party may bring it before the courts or, by mutual agreement, refer it to another dispute resolution process, including mediation or binding arbitration.

16. NOTICES

16.1 **Notices.** Notices shall be given in writing at the party's address indicated in the Agreement. Notices may be delivered in person or by courier or sent by facsimile or electronic mail.

17. SURVIVAL OF PROVISIONS

17.1 **Survival of Provisions.** In addition to the provisions of the Agreement that, by their very nature, shall continue in full force and effect after the termination or expiry of the Agreement, the following sections shall continue in full force and effect after the termination or expiry of the Agreement: Section 6 *Ownership of Deliverables and Intellectual Property Rights*, Section 8 *Liability and Indemnification*, Section 9 *Limitation of Liability*, Section 14 *Confidentiality*, Section 15 *Dispute Resolution*, and Section 18 *Governing Laws*.

18. GOVERNING LAWS

18.1 **Governing Laws and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the province in which the Project is carried out. The parties agree, subject to Section 15 *Dispute Resolution*, to accept and attorn to the exclusive jurisdiction of the courts of the province in which the Project is carried out.

18.2 **Venue.** The parties hereby waive any objection based on the venue or the doctrine of *forum non conveniens* in respect of Claims resulting from the Agreement or in any way associated with or related to the Client's and WSP's business in respect to the Agreement or related operations, whether they exist on the date hereof or arise thereafter and whether they arise out of contractual, tort or civil liability or out of the application of any other legal system or specific law.

19. GENERAL PROVISIONS

19.1 **Legally Binding Agreement.** Before the performance of the Services commences, the parties will attempt to negotiate in good faith a services agreement (the "**Services Agreement**") containing terms and conditions substantially equivalent to the General Terms and Conditions. If a Services Agreement is entered into between WSP and the Client, it shall constitute the sole legally binding agreement binding them with respect to the performance of the Services. If WSP and the Client do not enter into a Services Agreement, they agree to be bound by the General Terms and Conditions, which, in such an event, shall be the sole legally binding agreement binding them with respect to the performance of the Services.

19.2 **Assignment.** No party may assign the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, WSP may assign the Agreement, without the Client's consent, to any of its Affiliates or to a third party that amalgamates with WSP or acquires all or substantially all of WSP's assets. Subject to the foregoing, the Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and, as regards WSP, its assigns.

19.3 **Entire Agreement.** Subject to the provisions of Subsection 19.1 hereof, this Agreement constitutes the entire agreement between the parties and hereby cancels and replaces all previous agreements between the parties in respect of the Services.

19.4 **Changes.** No Change made to the Agreement shall be binding upon WSP and the Client unless it is made in writing and executed by the authorized representatives of the parties.



GENERAL TERMS AND CONDITIONS

- 19.5 **No Waiver.** Any failure by any party to demand compliance with any term, condition or directive or to exercise any right or privilege granted to it in the event of breach or default shall not constitute a waiver of such term, condition, right or privilege.
- 19.6 **Exclusions.** Unless expressly indicated otherwise in the Agreement, the requests for proposals, tender packages or other similar documents of the Client shall not form part of the Agreement.

END OF DOCUMENT