

WATER AND SEWER SERVICE CONNECTION AGREEMENT

THIS AGREEMENT DATED for reference **XXXXX**.

BETWEEN:

THE GLOBAL TRANSPORTATION HUB AUTHORITY

In the Province of Saskatchewan
("the GTHA")

- and -

XXXXXX

of the City of _____
in the Province of _____
("the Owner")

- and -

XXXXX

of the City of _____
in the Province of _____
(the "Contractor")

Collectively the "Parties"

THE PARTIES AGREE AS FOLLOWS:

- 1. The Contractor, subject to the terms and conditions contained herein, is authorized to connect to the GTH's water system and/or the GTH's sewer systems, such sewer and/or water service pipes (the "Service Connection") as shown on the reviewed Engineering drawings, attached hereto as Schedule "A", to the Owner's property located at the address civically known as

XXXX, Regina, Saskatchewan

- 2. The Contractor shall install the Service Connections to the systems in accordance with the conditions and specifications set out in this Agreement.
- 3. a) The Contractor shall use only those materials and methods in the service connection installations as are approved by the GTHA in writing prior to

.....

commencement of the work, and such work shall be carried out in strict accordance with the City of Regina Standard Construction Specifications for such work.

- b) Where the connection is to a GTHA watermain, and the connection requires de-pressurizing and taking the watermain out of service, the Contractor shall, at its own cost, disinfect the watermain prior to returning it to service, and shall provide temporary pressurized water service to all affected customers for the duration of the interruption of the service.
- c) Where disinfection of a watermain is required pursuant to subsection (b), the Contractor shall arrange for a bacteriological test by the Provincial Laboratory. The watermain will not be deemed fit for return to service until a negative bacteriological test result is received from the Provincial Laboratory, and the residual chlorine concentration is a minimum of 0.1 mg/l.
- d) The Contractor shall not cover or backfill any service connections until the GTHA has inspected and given its approval to backfill. The GTHA may withhold its approval only where the inspector has reason to believe that the Contractor has not complied with section 2 of this Agreement.
- e) Prior to commencement of any service connection installation, the Contractor shall provide to the GTHA.
 - i) A Performance Bond in the amount of \$XXXX (50% of the cost of the work), which shall be valid for a period of at least two years from the date of completion of the Service Connection installation, to cover any maintenance or repairs within the two year warranty period and;
 - ii) Proof of valid General Liability Insurance in the amount of no less than Two Million (\$2,000,000) Dollars, per occurrence, in a form satisfactory to the GTHA; and
 - iii) Proof of Automobile Liability Insurance in the amount of no less than One Million (\$1,000,000) Dollars, per occurrence, in a form satisfactory to the GTHA.
- f) The Contractor shall, at its sole expense, erect and maintain signs, barriers and other warnings or precautions sufficient to protect workers and the general public against accident or injury at or near the place of work. All excavations or obstructions shall be clearly marked and maintained. A temporary traffic control and sign plan must be submitted and approved by the GTHA prior to commencement of work.

- g) The Contractor shall repair any damage to GTH or private property at the Contractor's expense.
 - h) The Contractor shall comply with all applicable Occupational Health and Safety legislation and regulations in carrying out the work.
 - i) The Contractor shall abide by the provisions as set out in the attached Schedule "B".
4. The Contractor further covenants and agrees to:
- a) Request the GTHA's approval to commence the work, at least two (2) weeks prior to the intended date of commencement of work. The GTHA expressly reserves the right to withhold such approval, on any basis the GTHA deems fit, in its sole discretion;
 - b) Notify the GTHA, at least two (2) weeks prior to commencement of the work, of any subcontractors that will be used in carrying out the work. The GTHA expressly reserves the right to withhold approval, in its sole discretion, of commencement of the work, if the GTHA deems the Contractor or a subcontractor to be unqualified or unfit to carry out the work intended to be done by that subcontractor; and
 - c) Complete, to the GTHA's satisfaction, the Service Connection installations shown on Schedule "A" by **XXXX**.
5. The Owner acknowledges that the service connection installations being carried out by the Contractor are to the Owner's benefit and at the Owner's request. The Owner therefore covenants and agrees that the Owner is jointly and severally liable for any failure of the Contractor to abide by any of the terms contained in sections 1, 2, 3 or 4 of this Agreement.
6. If the Contractor fails to abide by any of the terms contained in sections 1, 2, 3 or 4 of this Agreement, the GTHA may proceed to carry out the work required, and may claim the costs of such work against the Bond, Letter of Credit or Certified Cheque provided by the Contractor pursuant to section 3(e)(i). Notwithstanding the foregoing, this does not relieve the Owner of any liability to the GTHA as set out in section 5.
7. The Contractor and the Owner jointly and severally relieve the GTHA of any responsibility or liability for the service connection installations, and shall be responsible for the maintenance or repair of the connection installations for a period of two years from the time the connections are installed. If the Contractor or the Owner fail to carry
-

out required repairs or maintenance within that said two year period within a reasonable time after being notified by the GTHA, the GTHA may claim against the bond provided under subsection 3(e)(i) of this Agreement to have the work completed and to cover the costs of said work.

8. If the Contractor damages GTH infrastructure, or causes accidental damage to GTH infrastructure, the GTHA expressly reserves the right, in its sole discretion, to demand the Contractor vacate the site, and the GTHA may enter onto the site and carry out the necessary repairs and complete the work, in which instance the Contractor and the Owner are jointly and severally liable for the GTHA's costs in doing such work.
9. The Owner shall be responsible for paying the Contractor for his costs, as agreed between the two parties, and the Owner and the Contractor covenant and agree that the Contractor shall have no claim against the GTHA for any costs incurred in the connection installations or any of the work required under this Agreement.
10. The Owner shall pay \$1,000, including taxes, prior to commencement of any work pursuant to this Agreement, to cover the GTHA's costs of site inspection and administration fees.
11. Notwithstanding any of the foregoing, the Owner and Contractor jointly and severally indemnify and hold harmless the GTHA, all its employees, agents and representatives, against all claims, liabilities, losses, damages, costs, expenses and causes of action, or demands or other proceedings by whomsoever made, relating to injury, including death, to persons or loss of or damage to property, that may be directly or indirectly related to the Service Connection and/or Service Connection Work, including but not limited to any acts or omissions of the Owner and/or Contractor their subcontractors, officers, agents or employees as the case may be.
12. Failure by the GTHA to require the fulfillment of the GTHA's obligations, or to exercise any rights herein contained, shall not constitute a waiver, a renunciation or a surrender of those rights.
13. GENERAL
 - a) This Agreement constitutes the entire agreement between the Parties. No implied terms or obligations of any kind shall arise from anything in this Agreement or otherwise, and the express provisions and agreements contained herein are the only provisions and agreements upon which any rights against a Party may be founded.
 - b) No change or modification of this Agreement shall be valid unless it be in writing and signed by each Party hereto.

- c) This Agreement shall be construed in accordance with and governed by the laws in force in the Province of Saskatchewan.
- d) If any term in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the offending term will be severed from this Agreement and its invalidity or unenforceability will not affect the remaining terms, which will be construed as if the offending term never existed.
- e) The acquiescence of one Party to any breach of this Agreement by the other Party will not operate as a waiver or stop the Party not in breach from enforcing this Agreement against the other Party.
- f) This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (“ .pdf”), shall be equally effective as delivery of a manually executed counterpart hereof. Any Party delivering an executed counterpart of this Agreement by facsimile or .pdf shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement:

THE GLOBAL TRANSPORTATION HUB AUTHORITY

_____ (date)

Witness (if Owner is an individual)
or Corporate Seal (if Owner is a Corporation)

XXXX
(Owner)

_____ (date)

Witness (if Owner is an individual)
or Corporate Seal (if Owner is a Corporation)

XXXX
(Owner)

_____ (date)

.....

SCHEDULE "A"

SCHEDULE “B”

CONTRACTOR GUIDELINES

FOR WATER AND SEWER SERVICE CONNECTION INSTALLATION

THE CONTRACTOR SHALL:

1. Be considered an “Approved Contractor” by the GTHA for work in the GTH right-of-way.
2. Submit a set of plans to the GTHA of the proposed work for review and approval.
3. Provide the GTHA a minimum of (2) weeks in advance of the construction date:
 - a) Completed and signed “Water and Sewer Service Connection Agreement” with attached approved connection installation plan;
 - b) Proof of insurance as required in subsection 3(e)(ii) of the “Water and Sewer Service Connection Agreement”;
 - c) Performance bond as required in subsection 3(e)(i) of the “Water and Sewer Service Connection Agreement”; and
 - d) Inspection and administration fees payment as provided for in section 10 of the “Water and Sewer Service Connection Agreement”.
4. Contact the GTHA two (2) weeks in advance of the intended construction.
5. Obtain a set of GTHA as-built plans for the intended location.
6. Set-up site meeting with the GTHA’s representative in which the Contractor shall identify how the work is proposed to be done, and determine traffic accommodation method.
7. Contact the GTHA three (3) days in advance of the work to be done if the intended work site location requires a traffic restriction.
8. Comply at all times with Saskatchewan Labour’s “Occupational and Safety Regulations” manual, latest edition.
9. Obtain underground locates from all utility companies.

10. Make the following arrangements if the roadway is to be shut-down as part of the construction:
 - a) Hand deliver notifications to all affected customers no later than seven (7) days in advance of the intended construction.
 - b) Arrange with the GTHA to have the existing services checked for condition three (3) days in advance of the intended construction.
11. Reinstate existing roadway structures, including road base, unless otherwise specified by the GTHA.
12. Reinstate all existing infrastructure that may be affected.
13. Clean-up the site to the GTHA's satisfaction.
14. Submit a complete set of as built drawings and information to the GTHA within thirty (30) days from substantial construction completion.