

    
**GOVERNING TERMS AND CONDITIONS  
FOR  
TURNKEY SUBDIVISION PROGRAM**

**1. Definitions**

1.01 In these Governing Terms and Conditions for Turnkey Subdivision Program, the following terms have the following meanings:

**"Alternative Terms"** means any terms or conditions supplied or referenced by the Developer (a quotation, proposal, order acknowledgement, invoice, or otherwise) with the intent of making it part of the Contract that is different from, inconsistent with or attempts to vary any part of the Contract.

**"Business Day"** means a day other than a Saturday, a Sunday or a statutory holiday in Saskatchewan.

**"Confidential Information"** means this Contract and all knowledge and information concerning the technical, commercial and business operations of each party, including without limitation all drawings provided to the Developer by a Crown or created pursuant to this Contract, or third party proprietary information in the custody and control of either party, which may be acquired by the other party in the course of negotiation or performance of this Contract.

**"Construction Completion Certificate"** means the form of certificate provided by the Crowns, which certificate may be amended or revised by the Crowns from time to time.

**"Contract"** means the Letter Agreement, the Initiation Form submitted to the Crowns by the Developer regarding the Development, these Governing Terms and Conditions for Turnkey Subdivision Program, plus any other document referenced in any of these documents but does not include any Alternative Terms. For greater certainty, each individual development requires a separate contract between the Developer and the Crowns.

**"Crown Contact"** means collectively, the individual representative of each of the Crowns responsible for approving the design plan and the administration of the Contract on behalf of each of the Crowns as specified by each of the Crowns in its Letter Agreement, provided that each of the Crowns may change its representative from time to time on provision of written notice to the Developer of the identity of such replacement representative.

**"Crowns"** means collectively, the Saskatchewan Power Corporation, Saskatchewan Telecommunications, and SaskEnergy Incorporated.

**"Developer"** means the person or entity to whom a Crown issues a Letter Agreement and includes any corporation that directly or indirectly controls the Developer.

**"Developer Contact"** means the individual representative of the Developer responsible for administration of the Contract on behalf of the Developer as specified in the Initiation Form, provided that the Developer may change its representative from time to time on provision of written notice to each of the Crowns of the identity of such replacement representative.

**"Development"** means the development, as described in more detail in the Initiation Form and Subdivision Concept Plan.

"**Development Documents**" has the meaning ascribed thereto in Section 2.01.

"**Facilities**" means collectively all Telecommunication Facilities, electrical distribution systems, cable television systems, and natural gas pipeline systems required for the Development and approved by the Crowns.

"**IFR Package**" has the meaning given in the Program Guide, as may be amended or revised from time to time.

"**IFC Package**" has the meaning given in the Program Guide, as may be amended or revised from time to time.

"**Initiation Form**" means the document titled Initiation Form completed by the Developer in accordance with the Program Guide.

"**Installed**" has the meaning ascribed thereto in Section 2.01(a).

"**Installation**" means the construction, laying down, placement, burying and installation of facilities including, without limitation, the Facilities.

"**Laws**" means all applicable federal, provincial, and local laws, regulations, bylaws, rules, codes and permits.

"**Letter Agreement**" means a document issued by each of the Crowns to the Developer that references these Governing Terms and Conditions for Turnkey Subdivision Program, a specific Development, and requires the Developers agreement and signature, including but not limited to a purchase order or letter of quote.

"**Municipality**" means the municipality, as defined in *The Municipalities Act* (Saskatchewan) within whose jurisdiction the Development lies, or the city, as defined in *The Cities Act* (Saskatchewan) within whose jurisdiction the Development lies.

"**Program Guide**" means that certain guide titled "Developer's Guide to Turnkey Subdivisions", as may be amended or replaced by the Crowns from time to time.

"**Specifications**" means the latest edition of the following documents supplied or made available by the Crowns to the Developer:

- SaskEnergy Turnkey Natural Gas Standards
- SaskEnergy Approved Materials

- SaskPower/SaskEnergy Turnkey Drafting Guide
- SaskPower Approved Materials
- SaskPower Turnkey Construction Standards
- SaskPower Standard Engineering Practices Sections 4 and 8
- SaskPower Turnkey Construction Specifications
- SaskPower Material Specifications

- 4 Party Trenching - SaskTel Installation Guide

"**Service Provider**" means a licensed professional or professionals with permission to consult in all applicable areas of practice, and in the case of a partnership, association of persons or corporation they will hold a valid Certificate of Authorization, from the Association of Professional Engineers & Geoscientists of Saskatchewan (APEGS), as defined in APEGS'

Regulatory Bylaws.

**"Telecommunication Design Plans"** has the meaning ascribed thereto in Section 2.02.

**"Telecommunications Facilities"** means all SaskTel direct-buried conduit and SaskTel only pedestals and any accessories and appurtenances thereto.

**"Work"** means:

- (a) the design, construction, and Installation of the Facilities in accordance with the Specifications;
- (b) the supply of all materials to be incorporated into the Facilities, whether of a temporary or permanent nature; including, without limitation, Telecommunication Facilities, electrical distribution materials and systems, cable television systems, and natural gas pipeline materials and systems;
- (c) the digging of the trenches and other trenching requirements necessary for the Installation of the Facilities;
- (d) the supply and placing of the Facilities;
- (e) the backfilling of all trenches;
- (f) the design, construction, and Installation of cable distribution facilities from participating local cable companies;
- (g) designing the street lighting in all areas of the Development, except within the City of Saskatoon, for approval by SaskPower;
- (h) obtaining a Construction Completion Certificate signed by each of the Crowns and any participating local cable companies; and
- (i) the supply of all materials, tools, processes, and labour required for the foregoing;

**"Worksite"** has the meaning ascribed thereto in Section 4.1.

## **2. Design Requirements, Procedures, and Intellectual Property**

2.01 The Developer shall coordinate and integrate the design of the Facilities for the Development and any facilities required by cable companies sharing the common trench. The Developer shall retain a competent Service Provider to prepare and shall deliver to each of the Crown Contacts the following documents (collectively, the "Development Documents"):

- (a) a complete set of preliminary engineering drawings depicting all buried utilities which the Developer contemplates will be constructed, laid down, placed, buried and installed (collectively "Installed") in the Development, the surface features, grades, driveway and municipal addressing plans;
- (b) a complete set of sealed engineering drawings (except for the Telecommunication Design Plans) for the Facilities for the Development approved as to form and substance by each of the Crowns;
- (c) a complete set of legal, civil, electrical, and natural gas design files (including, without limitation, a preliminary legal plan with lot, block and plan numbers and civic addresses and a preliminary plan showing deep utility placements including sidewalks, storm and sanitary facilities and water facilities) relating to the Development, provided that all such files shall be submitted in an electronic format via CD, secure FTP site, or an attachment to an e-mail message using Autocad RG.dwg software (complete with .ctb file);

- (d) a preliminary construction schedule; and
  - (e) as-built drawings of the Work in Autocad RG.dwg file format.
- 2.02 Within ten (10) Business Days following the date on which the Crown Contact for SaskTel receives the Development Documents, SaskTel shall, at its cost, design the telecommunications pathway in which Telecommunication Facilities will be installed for the Development and deliver to the Developer for its review a set of plans respecting the telecommunications pathway (the "Telecommunication Design Plans").
- 2.03 The Developer shall, within a reasonable time following receipt of such Telecommunication Design Plans, provide SaskTel with any comments thereon and each of the Developer and SaskTel, each acting reasonably, shall work to finalize the Telecommunication Design Plans as soon as reasonably possible thereafter. SaskTel shall have no further obligations under this Contract until such time as each of SaskTel and the Developer have mutually approved the Telecommunication Design Plans as evidenced by each of SaskTel and the Developer Contact executing the Telecommunication Design Plans.
- 2.04 The Developer shall meet the requirements of this Article 2 and Crown approval of submitted documents shall be obtained before commencing any Installation of the Facilities.
- 2.05 Any intellectual property rights in the Development Documents made by the Developer, the Developer's consultant or its Service Provider in connection with the Work, as soon as it is conceived or made, shall automatically vest jointly in the Crowns.
- 2.06 The Developer guarantees that the Work and the Development Documents do not, and will never constitute or result in any infringement or violation of any third party intellectual property right or Laws.
- 2.07 The Developer shall have a licence to use all Development Documents for the sole and exclusive purpose of performing its obligations under this Contract.

### **3. Developer's Covenants**

- 3.01 The Developer shall acquire all materials, complete all design activities, and complete the Installation of the Facilities within the common trench all in accordance with the requirements of this Contract, including the coordination of acquisition, design and installation work within the common trench performed by the Crowns, cable companies or others.
- 3.02 Unless otherwise stated in the Contract, the Developer shall furnish and assume full responsibility for all labour, materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the satisfactory performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by the Developer under the terms of the Contract shall be at the Developer's expense.
- 3.03 The Developer shall ensure that the Work is sufficiently and competently supervised and shall provide a supervisor contact for the Crowns with authority to act on behalf of the Developer.
- 3.04 The Developer shall complete the Work in accordance with the following terms and conditions.
- (a) The Developer shall complete the Work in a good and workmanlike manner, in accordance with good industry practice, and shall comply with all applicable Laws, statutes, by-laws, codes, ordinances, rules, orders and regulations of all applicable governmental authorities in force at the time such Work is carried out as well as all policies and

procedures of the Crowns as directed by the Crowns. The Developer shall obtain all necessary permits and approvals required to perform the Work in the name of the Developer, or in the name of the Crowns, in the Crowns' sole discretion. The Developer shall coordinate the Work and, unless otherwise expressly provided for herein, shall be responsible and accountable for its own methods and procedures.

- (b) The Developer shall carry out, do, and supply of all things that are to be done or supplied by the Developer pursuant to this Contract and properly perform the Work.
- (c) The Developer shall manage all requisite telecommunications material and equipment necessary to complete the Work in connection with the Telecommunications Facilities. Such material and equipment will be transported directly from SaskTel's supplier to a Developer location agreed upon by SaskTel and the Developer. All telecommunications material and equipment obtained by the Developer from SaskTel shall, immediately upon shipment from SaskTel's supplier, be held at the sole risk of the Developer and the Developer agrees to indemnify and hold the Crowns harmless from any loss or damage to such telecommunications material and equipment. Forthwith following completion of the Work in connection with the Telecommunications Facilities, the Developer shall return all excess and/or unused telecommunications material and equipment, including cable reels, to the SaskTel location designated by the Crown Contact for SaskTel Contact. Failure to return such material and equipment shall result in the Developer being levied a charge for any unreturned items.
- (d) The Developer shall be fully responsible for retaining any employees, contractors and subcontractors necessary to complete the Work, and the Developer shall be as fully responsible for the acts and omissions of any such contractors and/or subcontractors and their respective employees as if such contractors and/or subcontractors and their respective employees were directly employed by the Developer. The Developer shall maintain good order and discipline among its employees, contractors and subcontractors engaged in the Work and shall not employ or contract with anyone to perform any part of the Work who is not qualified and competent to perform the tasks to which he or she is assigned. Without restricting the foregoing, the Crowns shall have the right to require the Developer to, and upon such request the Developer shall, remove any employee, contractor and/or subcontractor from the Work, where the Crowns determine that such employee, contractor and/or subcontractor is incompetent, careless or not qualified to perform the Work for which they are responsible. Nothing contained in this Contract shall create any contractual (including any agency) relationship between the Crowns and any contractor and/or subcontractor of the Developer and/or any of the Developer's or its contractors' or subcontractors' respective employees.
- (e) The Developer shall be solely responsible for all scheduling required in connection with the Work including, without limitation, the commencement of the shallow utility construction and subsequent coordination of all critical and event dates in connection with the performance of the Work.
- (f) In addition to and without limiting any other reporting requirements set out in the Contract, within forty-eight (48) hours of receiving a written request from a Crown for information respecting the performance of the Work, the Developer shall furnish the Crown with such information so requested.
- (g) The Developer shall be responsible for acquainting itself with all available information concerning conditions affecting the Work, the location, the applicable legislation, the Specifications, and industry specific good practice, and shall be deemed to have investigated and have knowledge of the Work location and to have fully informed itself as to all physical and work conditions, risks and contingencies, and all other matters required for the proper performance of the Work contemplated by this Contract.

- (h) The Crowns may perform, or enter into separate contracts for the performance of, any work not included in the Contract and the Developer shall, to the satisfaction of the Crowns, allow other contractors or laborers access to the Work and shall cooperate with them in the carrying out of their duties and obligations. The Developer shall promptly make good any damage caused by the Developer to work or property of other contractors of the Crowns or any Crown supplied materials.
  - (i) The Work shall not be considered complete until the Developer has cleared and cleaned the Work and site to the satisfaction of and in accordance with any directions of the Crowns.
- 3.05 Unless specifically provided for elsewhere in the Contract, the Developer must apply for, pay for and obtain all permits, licenses, certificates, clearances, approvals, authorizations, variances or consents required by any relevant governmental authority having jurisdiction for the execution of the Work including, without limitation, any zoning permit or general building permit for the Work and a certificate of occupancy.
- 3.06 The Developer shall pay all charges for labour (including Workers' Compensation assessments), materials, services, and all other charges payable by the Developer and arising as a result of the performance of the Contract when they become due and shall furnish the Crowns with proof of payment in such form and as often as the Crowns may reasonably request.
- 3.07 The Developer shall not discard waste, disturb or remove vegetation, fossils, or artifacts or articles of antiquity or value, or dump pollutants or hazardous wastes at or near the site without the written authorization of the Crowns and any such activities must be done in accordance with the instructions of the Crowns.
- 3.08 The Developer shall report all spills of hazardous materials to the proper authorities, as required, and the Crowns.
- 3.09 The Developer shall provide the necessary protection to prevent damage or loss to the Work, any materials to be incorporated in the Work, all Crown supplied materials, and the property of third parties, and shall, at the Developer's expense, make good any damage or loss which may arise from any cause, unless such damage or loss is caused solely by negligence on the part of a Crown.
- 3.10 All materials (except for Crown supplied materials) shall be new and workmanship and materials shall meet the requirements of the Specifications.
- 3.11 The Developer must obtain written authorization from the Crowns before making any change or substitution for any materials specified in the Contract or any Crown supplied materials delivered to the Developer.
- 3.12 The Developer shall prepare all materials for shipment in such a manner as to facilitate handling and to protect them from damage in transit and storage and all packing cases and large items shall be clearly marked before shipment with the item name or number and the SaskTel project number.
- 3.13 The Developer shall be responsible for taking all reasonable care in storing and handling the Crown supplied materials in accordance with good industry standards and in accordance with any written instructions issued by a Crown.
- 3.14 The Developer must advise SaskTel 30 business days prior to the completion of the first home in any Development to allow for the placement and commission of SaskTel communication facilities.

#### **4. Prime Contractor**

- 4.01 The place of employment, as it relates to the Work, is a multiple-employer worksite with two or more employers or self-employed persons engaged on the worksite, from time to time, including the Crowns (the "Worksite").
- 4.02 The Developer hereby agrees with the Crowns to be designated as the prime contractor for the purposes of coordinating occupational health and safety matters under *The Occupational Health and Safety Act, 1993* (the "Act"), at the Worksite designated herein (the "Prime Contractor"), on the terms and conditions set out in this Section 4 (Prime Contractor).
- 4.03 The Developer will do all of the following, as Prime Contractor:
- (a) ensure that the names and method of contacting the Prime Contractor and the individual identified pursuant to Section 4.03(d) are posted at a conspicuous location at the Worksite;
  - (b) ensure that all activities at the Worksite that may affect the health and safety of workers or self-employed persons are coordinated;
  - (c) ensure, insofar as is reasonably practicable, that all employers and self-employed persons have adequate and appropriate policies, procedures, safe work practices, meetings, supervision, equipment, competent workers and information to ensure that:
    - (i) the employers and the self-employed persons comply with the Act and the regulations thereto;
    - (ii) the activities of the employers and the self-employed persons or the activities of their workers do not jeopardize the health and safety of a worker or self-employed person at the Worksite; and
    - (iii) the employers and the self-employed persons and their workers comply with any health and safety related policies and procedures implemented by the Prime Contractor;
  - (d) identify a competent person to oversee and direct, on behalf of the Prime Contractor, the activities of employers and self-employed persons at the Worksite;
  - (e) prepare a Worksite specific written plan (the "Safety Program") that:
    - (i) addresses how the requirements imposed by clauses (b) and (c) are being met;
    - (ii) sets out the name of and method of contacting the individual identified pursuant to clause (d);
    - (iii) identifies the supervisors for the Worksite designated by employers pursuant to clause (4.03)(a);
  - (f) deliver a copy of the Safety Program to all employers and self-employed persons before they or their workers commence working at the Worksite;
  - (g) co-operate with any other person exercising a duty imposed by the Act or the regulations thereto;
  - (h) ensure that every employer on the Worksite has a designated supervisor and that name is known to the person reference in Clause 4.03(d) above;
  - (i) comply with the Act and the regulations thereto, including without limitation any reporting requirements therein; and

- (j) do everything that is reasonably practicable to establish and maintain systems or processes that will ensure compliance with the Act, its regulations, industry specific good practices, and any other applicable legislation.

4.04 The Developer shall:

- (a) immediately notify the Crowns of: (i) an inspection or investigation relating to safety by a government official; or (ii) any possible contravention of occupational health or safety legislation arising at the Worksite;
- (b) notify the Crowns of all incidents at the Worksite requiring medical treatment; and
- (c) promptly implement all safety recommendations of the Crowns, acting reasonably.

4.05 The Crowns shall retain a qualified independent consultant to review the Safety Program and monitor the Developer in its compliance with this Agreement and the Safety Program, and to conduct reasonable Worksite assessments from time to time. The consultant shall report both to the Developer and to the Crowns, as to its activities and findings, in writing.

4.06 The Developer will fully comply with additional duties and responsibilities that may be required of the Developer under the Act, its regulations, or any other applicable legislation, from time to time.

4.07 Except as expressly provided for herein, the Developer shall have sole authority and control of the activities at the Worksite that may affect the health and safety of workers or self-employed persons, including that of the Crowns. The Developer shall contractually bind its subcontractors to comply with any reasonable direction issued by the Prime Contractor or the individual identified pursuant to Clause 4.03 (d) in carrying out their duties hereunder.

4.08 The Crowns shall:

- (a) review the Safety Program prior to its implementation and may require that the Developer make changes to the Safety Program that the Crowns, or one of them, reasonably believe to better reflect the intent of the Act, its regulations, any other applicable legislation, or industry specific good practice; if such a request is made, the Developer will promptly make all such reasonable changes to the Safety Program; and
- (b) communicate any safety related concerns noted by its staff in the course of their duties, recognizing that Crowns have the right, but no obligation, to attend to the site solely for the purposes of assessing those safety matters that are the responsibility of the Prime Contractor herein.

4.09 The Crowns may at any time during the term of the Contract, and on written notice to the Developer, suspend, limit, or terminate any or all of the Developer's obligations under this Section 4 (Prime Contractor), as solely determined by the Crowns.

## **5. Environmental Management**

5.01 The Developer shall have and maintain a written environmental management program and use a qualified person or persons (the "Qualified Person") to monitor the Developer's compliance with this Section 5 (Environmental Management) of the Contract, and to conduct reasonable Worksite assessments from time to time, including, without limitation, when required to comply with letters of authorization or project approvals, or when Worksite conditions or unplanned situations make it necessary. The Qualified Person shall be approved by the Crowns and shall report both to the Developer and to the Crowns, as to its activities and findings, in writing. The Developer shall ensure the Developer, Developer's employees and all subcontractors:



- (a) are familiar with and abide by all applicable Laws, including without limitation any reporting requirements therein;
- (b) are aware of all environmental aspects of their work and comply with the environmental management program and utilize appropriate environmental checklists and procedures;
- (c) report any environmental notices or findings of any government authority or third party, or any spill, release or other apparent or potential environmental issues immediately to the Crowns and the Qualified Person; and
- (d) address all necessary environmental permits, approvals, remediation or remedy, at the Developer's cost.

5.02 The Developer shall:

- (a) ensure that the name and method of contacting the Qualified Person are posted at a conspicuous location at the Worksite;
- (b) ensure that all activities at the Worksite that may affect environment are coordinated;
- (c) do everything that is reasonably practicable to establish and maintain systems or processes that will ensure compliance with the applicable legislation or industry specific good practices;
- (d) obtain all necessary approvals, follow all conditions received on approvals, and use onsite monitors where conditions of approval require them;
- (e) deliver to the Crowns a final report from the Qualified Person confirming adherence to the written environmental management program and/or identify deviations from the written environmental management program; and
- (d) promptly implement all reasonable environmental recommendations of the Crowns.

5.03 Except as expressly provided for herein, the Developer shall have sole authority and control of the environment concerns at the Worksite.

5.04 The Crowns shall:

- (a) review the written environmental management program prior to its use, submission to a third party agency, or implementation and may require that the Developer make changes to the program that the Crowns, or one of them, reasonably believe to better reflect the intent of the applicable legislation, or industry specific good practice, if such a request is made, the Developer will promptly make all such reasonable changes to the environmental management program, and
- (b) communicate any environmental related concerns noted by its staff or subcontractors in the course of their duties, recognizing that Crowns have the right, but no obligation, to attend to the site solely for the purposes of assessing those environmental matters that are the responsibility of the Developer herein.

5.05 The Crowns may at any time during the term of the Contract, and on written notice to the Developer, audit, monitor, suspend, limit, or terminate any or all of the Developer's performance of its obligations under this Section 5 (Environmental Management), as solely determined by the Crowns.

## **6. Interpretation, Inspection, Completion, Title, and Risk of Loss**

- 6.01 The Contract documents are complementary and what is required by any one shall be as binding as if required by all. To the extent necessary to eliminate any conflict between any provisions of the Contract the following rules will apply:
- (a) the Governing Terms and Conditions govern over Specifications and Developer created documents; and
  - (b) the Specifications govern over Developer created documents.
- 6.02 The Developer shall be responsible for being acquainted with all available information concerning conditions affecting the Work and shall be deemed to have inspected the site and to be fully informed about all physical and working conditions, risks and contingencies and all other matters required for the fulfillment of the Contract.
- 6.03 If, during the performance of the Work, the Developer finds a conflict, error or discrepancy in the Contract, or has any question relating to the interpretation of the Contract the Developer shall promptly notify the Crowns in writing and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from the Crowns.
- 6.04 The Crowns shall be the initial interpreter of the requirements of the Contract and judge of the performance of the Developer under the Contract. The Developer shall act promptly in accordance with any decision of the Crowns made pursuant to the Contract. The Crowns shall not be responsible for the acts or omissions of the Developer and neither the Crowns' authority to act under the Contract nor any decision made by the Crowns in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of any of the Crowns to the Developer or relieve the Developer from its obligation to perform the Work in accordance with the Contract.
- 6.05 If the Developer makes use of such methods and procedures that, in the opinion of the Crowns, will not permit the execution of the Work to the satisfaction of the Crowns, the Crowns may notify the Developer in writing to alter or improve the Developer's methods and procedures and the Developer shall comply without delay with the instructions of the Crowns and shall not be entitled to claim additional compensation or extensions of time on account of such instructions.
- 6.06 The Work shall at all times be subject to inspection by the Crowns and the Developer shall provide proper and safe conditions for such inspection. The Crowns shall inspect the Work as is reasonably necessary to confirm the Developer's proper performance of the Work, provided however that no such inspections shall relieve the Developer of its obligations under this Contract, including without limitation, warranty, technical compliance, health, environmental or safety obligations. The Developer shall give the Crowns adequate notice of the readiness of the Work for any inspections required by the Crowns, the Contract or under any Laws.
- 6.07 The Crowns may reject as being deficient any Work which in the Crowns' opinion fails to conform to the Contract. The Developer shall promptly correct all Work rejected if required to do so by the Crowns and shall make good anything destroyed or damaged in the course of correcting such rejected Work. If the Developer does not promptly correct all Work rejected by the Crowns, the Crowns may correct such rejected Work and invoice the Developer for the cost of such corrections. Such invoice will be payable thirty (30) days from the date of invoice.
- 6.08 If the Developer covers or permits to be covered any Work that requires inspection before such inspection is made, the Developer shall, if directed by the Crowns, uncover such Work at the Developer's sole expense, arrange for the required inspection and make good anything destroyed or damaged in the course of uncovering such Work. The Crowns may, at any time

prior to expiration of any warranty periods, require that Work be uncovered for inspection and:

- (a) if such Work is found to be defective, the Developer shall pay the costs of uncovering such Work and make good anything destroyed or damaged in the course of uncovering such Work; or
- (b) if such Work is found to be in accordance with the Contract, the relevant Crown requiring that the Work be uncovered shall pay the costs of uncovering such Work and make good anything destroyed or damaged in the course of uncovering such Work.

- 6.09 The Developer will arrange, at least 10 business days prior to the completion of the Work, a post-construction site meeting where the Crowns will each inspect and either sign a Construction Completion Certificate or issue a list of deficiencies for the Developer to address. Upon correction of any such deficiencies and delivery of a digital AutoCAD version of all as-built drawings of the Work, copies of all approvals and permissions required for the construction of the subdivision, and all test results and material specifications of the Work to the Crowns, each of the Crowns and local cable companies will sign a Construction Completion Certificate.
- 6.10 The Crowns, in their sole and arbitrary discretion, reserve the right to permit the issuance of more than one Construction Completion Certificate, to allow different geographical areas of a Development, under a single Letter Agreement, to receive utility service at different times.
- 6.11 Ownership and risk of loss of Facilities constructed by the Developer will transfer to each of the respective Crowns once all Crowns, and local cable company, where applicable, have signed a Construction Completion Certificate.
- 6.12 The Crowns shall be entitled to use any completed or partially completed Work prior to transfer of ownership provided that such Work, in the opinion of the Crowns, is reasonably capable of being used, but such use shall not release the Developer from the Developer's obligations nor shall it be considered an acceptance of any Work not completed in accordance with the Contract.

## **7. Crowns Contributions, Payment, and Setoff**

- 7.01 Subject to receipt of the Development Documents and to the approval of the Telecommunication Design Plans by SaskTel, the Crowns covenant and agree to contribute to the costs incurred by the Developer in performing the Work in accordance with the Letter Agreement issued by the respective Crown (each a "Crown Contribution" and collectively, the "Crown Contributions").
- 7.02 The Developer shall invoice each of the Crowns for their respective Crown Contribution, if any, no sooner than the date that the last Crown signs a Construction Completion Certificate but within ninety (90) days following, the date that the last Crown issues a Construction Completion Certificate in accordance with Section 6 (Interpretation, Inspection, Completion, Title, and Risk of Loss). Such amounts shall be payable and paid by each of the Crowns to the Developer within forty five (45) days following the latter of:
- (a) the date that the relevant Crown receives the Developer's invoice;
  - (b) the date that the relevant Crown receives the Autocad RG.dwg as-built drawing files (complete with .ctb file); and
  - (c) in the case of SaskTel, the date that all unused and/or excess telecommunications material and equipment has been returned to the last SaskTel location agreed upon by SaskTel and the Developer.

- 7.03 Each payment to the Developer will be subject to a 10% builders' lien holdback. Each of the Crowns shall retain this holdback in accordance with *The Builders' Lien Act* (Saskatchewan).
- 7.04 All costs charged to the Developer under the terms of this Contract shall constitute a debt due and owing upon demand by the Developer to the Crowns. The Crowns, individually or as a group, may withhold, from any amount otherwise due and payable to the Developer, whether pursuant to this Contract or any other agreement between the Developer and a Crown individually, or make demand under any letter of credit or other security available, any amount that is reasonably necessary to reimburse, indemnify, or protect a Crown from any loss or damage resulting from or attributable to the Developer's breach of this Contract, or to reimburse a Crown for any amounts otherwise due and payable by the Developer to a Crown under this Contract.

## **8. Warranty**

- 8.01 The Developer hereby warrants that all Work shall comply with the requirements of this Contract including, without limitation, the Specifications and the Telecommunication Design Plans, and shall be free from defects (including, without limitation, latent defects) and deficiencies in design, material and workmanship.
- 8.02 If any defects or deficiencies in the Work or Developer supplied material arise within one (1) year following the date that the Developer has received a Construction Completion Certificate executed by each of the Crowns, then the Developer shall correct, at its cost and expense, all such defects and deficiencies in the Work as well as any defects or deficiencies in such corrective Work that arises within one (1) year from the date of completion.
- 8.03 If, after reasonable notice, the Developer fails to correct any defective or deficient Work or corrective Work, then the Crowns may cause such defective or deficient Work to be corrected at the Developer's expense and the Developer shall pay the Crowns all costs incurred in carrying out such corrective Work within thirty (30) days of the Crowns issuing an invoice to the Developer therefore.
- 8.04 Where necessary repairs are an emergency, as determined by the Crowns in their sole discretion, the Crowns may repair the defect or deficiency and charge the Developer the actual costs and expenses of such repairs.

## **9. Right of Way/Easements**

- 9.01 It shall be the responsibility of the Developer to coordinate the requirements of shared utility easements for the Development and provide a plan of survey for registration by the Crowns.
- 9.02 The Developer shall submit a Turnkey Subdivision Requisition for Property Rights form, along with a plan of survey for the subdivision, to the SaskPower Land Department at the same time as the Initiation form is submitted to the Crowns. The Developer shall provide detailed easement plans to the Crowns, both in AutoCAD and PDF format. The easement plan shall accompany the electrical and natural gas designs that are provided with the IFR Package. The easement plans will be subject to the Crowns' review and approval.
- 9.03 Once all of the Crowns grant approval of the easement plan, the Developer will, at the Developer's cost, employ a competent and qualified surveyor to prepare a descriptive plan of survey and deliver this plan of survey to the SaskPower Land Department.
- 9.04 If the Development is subdivided before the easements can be registered against the subdivision parcel, the additional costs of registering easements against the individual subdivision parcels will be charged to the Developer by SaskPower and the Developer shall promptly pay such charges to SaskPower.

- 9.05 The Developer shall install the Facilities within the public utility rights of way contained in the Development, and shall ensure that utility rights of way plans, in substance and form satisfactory to the Crowns, are granted or approved to the Crowns by the relevant authority, and that such rights of way are suitable for, and provide the Crowns with the right to complete any Installation, operation and maintenance of Facilities.
- 9.06 The Developer shall grant the Crowns, and in the name of the Crowns, a right of way agreement or easement in form and substance satisfactory to the Crowns acting reasonably or transfer, or arrange the transfer, to the Crowns of title to that land within the Development necessary for the location of any Facilities of the Crowns, at the locations specified on the approved plans or as otherwise designated, from time to time, by the Crown Contact acting reasonably. The Developer acknowledges and agrees that in the case any such right of way or easement is granted to the Crowns, the Crowns may register such interest at the Saskatchewan Land Registry Office by way of registration of a Right of Way Plan and interest.

## **10. Liability and Indemnification**

- 10.01 The Developer shall be liable to each of the Crowns and the officers, employees and agents of each of the Crowns (collectively, the "Indemnified Parties") for, and hold harmless the Indemnified Parties from, all losses, costs, damages and expenses whatsoever (including, without limiting the generality of the foregoing, all fines and penalties levied pursuant to any laws, costs as between a solicitor and his own client, and all other professional fees and disbursements) (collectively, the "Costs") which the Indemnified Parties may suffer, sustain, pay or incur by reason of or arising out of, directly or indirectly, any act and for any failure by the Developer or its officers, employees or agents to act except to the extent where any such Costs are due to the negligence of the Indemnified Parties.
- 10.02 Notwithstanding anything else contained herein, none of the parties hereto shall be liable to any of the other parties hereto, whether in contract, tort or otherwise, for any consequential damages including, without limiting the generality of the foregoing, damages for loss of data, loss of use, lost profits, lost revenue, failure to realize expected savings, or any other economic or consequential loss, even if such other party knew or should reasonably have known of the possibility of such damages occurring, excepting damages under section 57(3) of *The SaskEnergy Act*, section 59.1(4) of *The Power Corporation Act* or section 45(4) of *The Saskatchewan Telecommunications Act* or like provision.
- 10.03 Nothing in this Contract shall reduce the limitations on the liability of the Crowns, if any, set out in *The SaskEnergy Act*, *The Power Corporation Act* or *The Saskatchewan Telecommunications Act* or otherwise.

## **11. Insurance**

- 11.01 The Developer (or with the consent of the Crowns, its subcontractors) shall, without limiting its obligations or liabilities hereunder, maintain and keep in force during the performance of the Work, at its own expense, the following insurance with limits not less than those stated below unless, in connection with the performance of some particular part of the Work, the Crowns otherwise advises in writing:
- (a) Workers' Compensation Insurance conforming to, and with limits set according to *The Workers' Compensation Act, 1979* (Saskatchewan);
  - (b) Automobile Liability Insurance, with a combined single limit of not less than \$5,000,000 for each occurrence of bodily injury (including passenger hazard), and property damage. Such insurance shall cover all owned, hired or non-owned land motor vehicles, trailers or

semi-trailers designed for travel on public roads, whether licensed or not, (including any machinery or apparatus attached thereto);

- (c) Commercial General Liability Insurance, with a limit of not less than \$5,000,000 for each occurrence of personal injury, bodily injury (and death) and property damage;
- (d) if the Work includes any professional services, Professional Liability (Errors & Omissions) insurance with a limit of \$1,000,000 for each claim and aggregate covering losses arising or resulting from the performance or failure to perform professional services including (without limitation) engineering, survey, design, architectural and construction management services; and
- (e) any other insurance which the Developer is required by law to provide or which it feels it must maintain to protect itself adequately.

11.02 The insurance obtained by the Developer pursuant to this Section 11 (Insurance) shall be provided in accordance with the following terms and conditions:

- (a) The Developer shall provide the Crowns with a certificate of insurance prior to commencement of the Work evidencing that the insurance required under this Section 11 (Insurance) has been so obtained, with limits of liability and with reliable insurers satisfactory to both parties and evidencing all applicable endorsements required pursuant to this Section 11.02.
- (b) Each insurance policy shall provide that 30 days prior written notice shall be given to the Crowns of any cancellation of any such policy or policies.
- (c) The Crowns will be included as an additional insured as respects operations under this Contract under the General liability coverage required by Section 11.01(c).
- (d) Each insurance policy which the Developer is required to carry pursuant to this Section 11 (Insurance) shall specifically provide that the insurance is primary and non-contributing with any insurance carried by the Crowns in connection with this Contract.
- (e) The Developer shall take all steps reasonably necessary to ensure that the full benefit of the insurance coverage set out in this Section 11 (Insurance) at all times required hereunder remains available to the parties and that where such insurance is subject to annual aggregate limits, the coverage is fully maintained and not diminished through the incidence of claims from other sources.
- (f) The Developer will be responsible for payment of all deductibles, penalties and adjustments for insurance provided pursuant to this Section 11 (Insurance), which expense shall, for greater certainty, be at the cost to the Developer and not reimbursed by any of the Crowns.
- (h) All insurance will be provided through companies licensed, admitted and authorized to do business in the Province of Saskatchewan and acceptable to the Crowns.

11.04 The Developer shall require all subcontractors to obtain and keep in force, during the period when they perform any part of the Work, insurance coverage equivalent to that required in this Section 11 (Insurance). The Developer shall be responsible for ensuring that subcontractors maintain insurance as required in the subcontracts during the course of subcontractor's performance of any Work. Upon request, the Developer shall furnish to each of the Crowns evidence satisfactory to the Crowns of such insurance coverage. The parties may in writing,

reduce or waive all or any portion of such insurance requirements for subcontractors under circumstances where the Work subcontracted does not warrant equivalent insurance coverage or it cannot be reasonably obtained, provided that such reduction or waiver shall in no way reduce or waive the Developer's responsibility or liability for Work performed under subcontract.

- 11.05 None of the providing of insurance by the Developer in accordance with the requirements hereof, the insolvency or bankruptcy of any insurance company, or failure of any insurance company to pay any claim accruing, shall be a waiver of any other provisions of this Contract with respect to liability of the Developer to indemnify the Crowns or otherwise, unless otherwise expressly stated in this Contract.

## **12. Suspension, Cancellation, Default, and Termination**

- 12.01 The Developer shall, on the written order of the Crowns, suspend the Work for such time as the Crowns may consider reasonably necessary and shall during such suspension properly protect the Work as required by the Crowns. Any extra cost incurred by the Developer in giving effect to the Crowns' instructions under this Section 12.01 shall be paid for by the Crowns unless such suspension is otherwise provided for in the Contract, necessary for the proper execution or safety of the Work, caused by fires, floods, illegal strikes or any extraordinary occurrence which could not have been foreseen or guarded against, or caused by some default on the part of the Developer. The amount to be paid by the Crowns pursuant to this Section 12.01 shall be determined by negotiation between the Crowns and the Developer and in the event they fail to agree then the amount shall be determined by the Crowns.

- 12.02 Upon seven days' written notice to the Developer, the Crowns may, for any reason or no reason at all, cancel all or any unperformed part of the Contract. In the event of cancellation of the Contract by the Crowns pursuant to this Section 12.02, the Developer shall be paid an amount to be established by the Crowns as reimbursement for costs and expenses directly caused by the cancellation.

- 12.03 The Developer will be in default under this Contract and each of the Crowns will have the right, without prejudice to any other right or remedy it may have, to terminate this Contract and the engagement of the Developer under this Contract for their respective portions of the Work by providing notice to the Developer to that effect, in any of the following situations:

- (a) If the Developer fails to diligently carry out the Work as provided in this Contract, including failure by the Developer to achieve progress in the performance of the Work as described in this Contract, or otherwise fails to comply with this Contract and:

- (i) in the case of a failure that is capable of being remedied within 10 days of notice by a Crown, the Developer fails to remedy such failure within 10 days after receiving such written notice from a Crown; or
- (ii) in the case of a failure that is not capable of being remedied within 10 days, the Developer and the Crown does not agree on a plan for remedying such failure that is acceptable to the Crown in its absolute discretion or the Developer fails to diligently continue to remedy such failure in accordance with the plan agreed to by the Crown.

- (b) Upon occurrence of any of the following events, namely, if the Developer:

- (i) is bankrupt or insolvent or has committed or suffered any act of bankruptcy or insolvency;
- (ii) makes a general assignment of its assets for the benefit of its creditors;
- (iii) appoints or has appointed a receiver, manager, trustee or liquidator in respect of the Developer or its business and such appointment is not being contested in good faith

by appropriate proceedings (in which case the termination shall be deemed to take place one day before such appointment);

- (iv) ceases to carry on business or threatens to cease to carry on business;
- (v) has liquidated itself under the direction of a court or otherwise;
- (vi) has commenced proceedings or the passing of an effective resolution for the dissolution, liquidation or winding up of itself; or
- (vii) has not properly completed the Work within two years of commencing the Work, or does not substantially commence the Work within two years of the date of the Letter Agreement.

12.04 Upon termination of this Contract and the engagement of the Developer pursuant to Section 12.02 or 12.03, without prejudice to any other right or remedy each of the Crowns may have, the provisions set forth below shall apply:

- (a) The Crowns may take possession of the Work and finish the Work by whatever method they deems expedient. The Developer shall immediately deliver to the Crowns all components and items of the Work as they exist to the date of termination, and specifically including all drawings, plans, charts, sketches, designs, and other written data and information pertaining to or which might be useful in the completion of the Work. Notwithstanding any other provision in this Contract respecting passage of title, all right, title and interest of the Developer in the Work as the same exists to the effective date of termination shall immediately pass to and vest in the Crowns.
- (b) The Developer shall not be entitled to receive any further payment until the Work is properly completed. If the cost of finishing the Work exceeds the unpaid balance of the Crown Contributions, the Developer shall pay such excess to the Crowns as damages.

12.05 All covenants, conditions, representations, warranties and guarantees of the Developer under this Contract, as and to the extent applicable to the Work performed to the date of termination and subject to applicable statutes of limitation, will survive termination of the engagement of the Developer and completion of the Work by whatever method of completion the Crowns deems expedient.

### 13. Notices

13.01 Formal Legal Notice In Writing. Unless otherwise agreed to by the Parties, each Notice required to be given under this Contract must be given in writing and delivered personally, by prepaid courier, or by fax, addressed to the Developer at the address set out in the Initiation Form and to each of the Crowns at the following addresses:

To SaskEnergy:	To SaskPower:	To SaskTel:
1000-1777 Victoria Avenue Regina, SK, S4P 4K5	2025 Victoria Avenue Regina, SK, S4P 0S1	2121 Sask. Drive Regina, SK, S4P 3Y2
Attention: Vice President, General Counsel and Corporate Secretary Fax: (306) 565 3332	Attention: Chief Operations Officer Fax: (306) 566-2840	Attention: Vice-President, Corporate Counsel & Regulatory Affairs Fax: (306) 569-8445

13.02 Change of Address. Any party to this Contract may, from time to time, give Notice of a change in its name, address, contact person, fax number as provided in Section 13.01 and in



that event, Section 13.01 shall be deemed to be changed accordingly.

13.03 Delivery. Subject to Section 13.04, a Notice shall be deemed to have been given:

- (a) if delivered on a Business Day either personally or by courier, on that day;
- (b) if delivered on a day which is not a Business Day either personally or by courier, on the next Business Day;
- (c) if sent by fax on a Business Day and if the sending party obtains confirmation from the sending party's fax machine or internet service provider, or the sending party otherwise confirms by fax, as the case may be, that the Notice has been successfully transmitted before 2:00 p.m., three hours after the time of the transmission on that Business Day; and
- (d) if sent by fax, on a day which is not a Business Day and if the sending party obtains confirmation from the sending party's fax machine or internet service provider, as the case may be, that the Notice has been successfully transmitted, at 12:00 p.m. on the next Business Day.

13.04 Fax Notice. If Notice is sent by fax and if before the time at which the Notice would be deemed to have been given under Section 13.03 the receiving party informs the sending party that the Notice has been received in a form which is unclear in a material respect, the giving of that Notice is ineffective and the sending party shall be responsible for sending another Notice.

13.05 No Delays. No party shall prevent, hinder or delay or attempt to prevent, hinder or delay the service on that party of a Notice relating to this Contract.

## **14. Confidentiality**

14.01 The Developer shall keep all Confidential Information strictly confidential and shall only disclose Confidential Information as is required or permitted elsewhere in this Contract. The Crowns may share Confidential Information between them but shall, as a group, keep all Confidential Information strictly confidential.

14.02 Without the prior written consent of the other party, each party shall: (i) not divulge to any third party any Confidential Information; (ii) not make any commercial use whatsoever of any Confidential Information; and (iii) only use Confidential Information solely for the party's performance of this Contract.

14.03 The obligations of each party under this Section 14 (Confidentiality) will survive the termination of this Contract until such time as the disclosing party agrees to release the other party from such obligations, but do not apply to Confidential Information that the receiving party demonstrates was:

- (a) at the time of its receipt by the receiving party or thereafter (but prior to its disclosure to a third party), public information or information known generally in the trade due to a reason other than the failure of the receiving party to comply with this Section 14 (Confidentiality);
- (b) in its lawful possession and not supplied by the other party, prior to the receiving party's initial receipt hereunder; or
- (c) acquired lawfully by the receiving party from a third party not under any obligation of confidentiality to the disclosing party.

14.04 Only the employees, servants, agents, consultants, contractors or subcontractors of each party who have a need to receive Confidential Information for the performance of the party's

obligations under this Contract, shall have access to Confidential Information and, each party shall cause each such employee, servant, agent, consultant, contractor or subcontractor to hold Confidential Information under the obligations of confidentiality imposed by this Section 14 (Confidentiality). For greater certainty, each party shall be responsible to the other party for any disclosure or use of Confidential Information contrary to this Contract by anyone to whom such party discloses Confidential Information.

- 14.05 Each of the Crowns may disclose Confidential Information to members of, or persons employed by, the Government of Saskatchewan or the Government of Canada for the purpose of advancing the interests of, and disseminating information about, the Work, provided that such persons agree to be bound by the confidentiality provisions contained in this Contract.
- 14.06 The Developer shall not make any public announcements or issue any press releases regarding this Contract without the prior written consent of each of the Crowns.
- 14.07 Notwithstanding the generality of this Section 14 (Confidentiality), the Developer consents to the release of:
- (a) all details of this Contract and the Work to the Crown Corporations Committee of Saskatchewan; and
  - (b) the Developer's name and the annual amount paid to it by each of the Crowns collectively pursuant to this Contract and all other contracts between the parties to the general public if requested by the Provincial Auditor for the Province of Saskatchewan.

## **15. Dispute Resolution**

- 15.01 All disputes and claims of either party arising out of this Contract and its performance other than a breach of Section 14 (Confidentiality) must be settled in accordance with this Section 15 (Dispute Resolution).
- 15.02 If the parties disagree as to the performance of the Work or the interpretation, application or administration of this Contract, the Developer must continue to perform the Work as directed by the Crowns.
- 15.03 The parties shall make all reasonable efforts to resolve all disputes and claims by negotiation and shall provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate the negotiations.
- 15.04 Any dispute, claim or difference of opinion relating to this Contract or any relationship associated with it that is not settled through negotiation or mediation, must be exclusively referred to and finally resolved by arbitration in accordance with *The Arbitration Act, 1992* (Saskatchewan).
- 15.05 The party initiating arbitration must promptly send a brief notice to the other party specifying particulars of the matter in dispute requiring arbitration.
- 15.06 The arbitral tribunal will be composed of only one arbitrator if: (a) the dispute, claim or difference of opinion relates primarily to whether: (i) Work required to be performed is within the scope of the Work; or (ii) the Developer has met the required Specifications of this Contract; and (b) the Work is not completed when the matter is referred to arbitration. In all other cases, the arbitral tribunal must be composed of 3 arbitrators, one appointed by each party within 10 days after the notice is given, and a chairperson appointed by the parties' appointees within 10 days of being appointed.
- 15.07 The location of the arbitration will be Regina, Saskatchewan, and the arbitration award is

deemed to be made in Regina, Saskatchewan regardless of where it is signed, dispatched or delivered to the parties.

- 15.08 Only the English language will be used in the arbitral proceedings and the arbitrator(s) may order interest to be paid in an award.
- 15.09 The decision of the arbitrator(s): (i) will be final and binding on the parties as to the questions submitted to arbitration other than questions of law; and (ii) may be enforced in any court of competent jurisdiction. For greater certainty, a decision of the arbitrator(s) regarding a question of law may be appealed by any party.
- 15.10 In exercising discretion to award costs of the arbitration pursuant to section 54 of *The Arbitration Act, 1992* (Saskatchewan), the arbitrator(s) shall consider whether a party was substantially successful in its claims or defences in the arbitration. For greater certainty, expenses included in the cost of the arbitration pursuant to subsection 54(2) of *The Arbitration Act, 1992* (Saskatchewan) shall include a party's reasonable expenses for expert witnesses and consulting experts.
- 15.11 Unless the matter can be arbitrated without materially delaying completion of the Work, or the evidence of the matter in dispute is of a wasting nature or would be covered up or otherwise lost, arbitration will be postponed until after completion of the Work. In any case, the party shall promptly send a brief notice to the other party specifying particulars of the matter in dispute requiring arbitration.
- 15.12 The arbitrator or arbitrators must as a condition of appointment agree and each party shall maintain in confidence all documents, any transcripts of the proceedings and other materials and all information disclosed by or on behalf of the parties in the arbitration and shall not use the same, or allow the same to be used, for any purpose collateral to the arbitration and, at the request of the party that originally provided any documents or other printed materials, shall return all originals and any copies of such documents and printed materials.

## **16. Miscellaneous**

- 16.01 In an emergency, the Crowns may take whatever action is necessary to protect life, property and the Facilities. The action will be at the risk, cost and expense of the Crowns except when the emergency is caused by the Developer in which event the Developer shall indemnify the Crowns for its Costs incurred as a result of such emergency. The Crowns will promptly notify the Developer of the emergency and any action taken.
- 16.02 The Developer covenants with, and represents and warrants to the Crowns that the Developer is and will throughout the currency of this Contract:
- (a) remain an independent contractor, whose Work and services are subject to this Contract's provisions;
  - (b) control the Work and services of its contractors, subcontractors and their respective employees, including, without limitation, the selection of, determination of appropriate numbers of, and hours of services of such contractors, subcontractors and employees;
  - (c) have the necessary authority, ability, skills, experience, capacity and financing to perform, and shall perform, its obligations in the manner set out in this Contract;
  - (d) accountable to the Crowns for completion of the Work specified in this Contract;
  - (e) has the required legal capacity and authority to enter into the Contract and carry out all of its

obligations under the Contract; and

(f) is properly registered, in good standing, and licensed to do business in Saskatchewan.

- 16.03 The obligations of either party arising under this Contract will be suspended by written notice from one party to the other and for so long as the performance of the obligations are prevented or hindered, in whole or in part, by reason of any cause beyond the control of the party, or which cannot be reasonably foreseen and provided against, including, without limitation, any strikes, lockouts or other labour disruptions, acts of God or the Queen's enemies, or provincial, federal or municipal regulations, except lack of funds. Performance will be resumed within a reasonable time after the cause has been removed. Notwithstanding the foregoing, a party is not required to settle any labour dispute against its will.
- 16.04 A written agreement by both the Developer and the Crowns is required to amend this Contract.
- 16.05 This Contract, including, without limitation, all schedules and documents incorporated by reference herein, is the entire agreement between the parties hereto in connection with the matters dealt with herein. If there is a conflict between the body of the Contract and any of the schedules and documents incorporated by reference herein, the body of the Contract prevails.
- 16.06 This Contract will be interpreted and enforced in accordance with the laws in force in Saskatchewan and the federal laws of Canada applicable therein. Each of the parties submits to the jurisdiction of the courts of Saskatchewan.
- 16.07 This Contract is binding on the successors and permitted assignees of the Developer and each of the Crowns.
- 16.08 This Contract will be deemed accepted and legally binding on the Developer once all three Crowns have issued a Letter Agreement to the Developer and the Developer delivers a signed acceptance to each of the Crowns and will continue in full force and effect until such time as the Developer has completed and fully satisfied all of the requirements of the Contract. For greater certainty, the obligations of each Crown hereunder shall be conditional upon the Developer obtaining a duly executed Letter Agreement with each of the others, with respect to the Development.
- 16.09 The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.
- 16.10 No party to this Contract may assign this Agreement to any other party without the prior written consent of the other parties hereto, which consent shall be in the absolute discretion of the other parties hereto.
- 16.11 The Crowns shall have the right, but not the obligation, at any time or from time to time, to appoint a single administrator by written notice to the Developer, which administrator shall have authority to act on behalf of all of the Crowns. In the event an administrator has not been appointed, the Developer shall communicate separately with the individual Crown Contact for each Crown.