**(Modified for Water/Sewer Pipeline)**

**Our File: Hwy.** **XXX:XX**

**Utility Agreement No.**

**ROADWAY UPGRADING PIPELINE CROSSING AGREEMENT**

**PIPELINE ADJUSTMENT IS NOT REQUIRED**

This agreement is made as of the       day of      , A.D.

BETWEEN

**His Majesty the King in right of Alberta**

as represented by the Minister of Transportation and Economic Corridors

**(hereinafter called the "Minister")**

- and -

**REGISTERED COMPANY NAME**a body corporate registered and existing under the laws of

the Province of Alberta

**(hereinafter called the "Operator")**

WHEREAS the Minister intends to make improvements to a roadway known as Highway XXX:XX which may result in a ground disturbance in proximity of the Operator's pipelines in the land legally described as:

as shown on the attached Plan No.:     . Pipeline adjustment is not required.

AND WHEREAS the Operator obtained a permit from the Minister for placement of a pipeline under Highway XXX:XX.

NOW THEREFORE, pursuant to the applicable section of the *Highways Development and Protection Act* and the *Water, Gas and Electrical Companies Act* (hereinafter called the **"Acts"**), the Minister and the Operator agree as follows:

1) The Operator's representative shall be:

**Name**

**Telephone number**

**Address**

2) The Minister's representative shall be:

**Name,** **Construction Manager, Region**

**Telephone Number**

**Transportation and Economic Corridors**

**Mailing Address**

3) The Minister (or his delegate) shall contact the Operator at least seventy-two (72) hours (excluding Saturdays, Sundays and Statutory Holidays) prior to undertaking any excavation or construction within two (2) metres of the Operator’s pipeline (or “Controlled Area”) as required in the *Water, Gas and Electric Company Act*. The Operator, upon receiving such notice, shall make arrangements to have a representative present during the period machinery is to be used within the Controlled Area to witness the exposure of the Operator's pipeline(s). No excavation or construction of any sort shall be carried out within the Controlled Area until the Operator's representative is present at the site and has authorized same, unless the Operator has advised otherwise by written notice to the Minister.

4) The Operator shall locate and mark the horizontal position of the Operator's pipeline(s), perform inspections, and supervise a ground disturbance without charging any fee to the Minister undertaking the ground disturbances.

5) The Operator's pipeline shall be exposed under the direction of the Operatorby hand digging or other acceptable method such as excavation by water or air jets to determine the exact location and depth of cover (for the purpose of highway design) before construction is undertaken over it. The cost of this exposure shall be borne by the Minister.

6) In the event that the Minister authorizes the pipeline exposure work to be done by a person, either legal or natural, other than the Operator, the Minister agrees to require that person to fulfill the responsibilities and duties of the Prime Contractor as that term is used in the *Occupational Health and Safety Act* (as amended), and any regulations made pursuant to that Act.

7) The Minister shall carry out all work within the Controlled Area in accordance with good engineering and construction practices, and in accordance with the relevant Acts.

8) The Minister shall ensure that no equipment, material, or vehicles will be stored, parked, or driven over or along the Controlled Area except as reasonably necessary in the actual construction of the roadway.

9) If any construction equipment is to be moved across the Operator’s pipeline(s), as a temporary protective measure, the Operator may require direct protective measures in accordance with good engineering and construction practices, and in accordance with the relevant Acts*,* to be placed across the Operator's pipeline(s) at the point of crossing, the cost of which shall be borne by the Minister.

10) The Minister shall be liable for and shall indemnify and save harmless the Operator from all manner of actions, causes of action, proceedings, claims, demands, costs, damages, and expenses whatsoever including damage to the Operator's pipeline(s), which the Operator may sustain, pay, or incur as a result of or in connection with any breach of the obligations assumed under this document by, or the negligence of, the Minister, his employees, servants, or agents.

11) The Operator shall be liable for and shall indemnify and save harmless the Minister from all manner of actions, causes of action, proceedings, claims, demands, costs, damages and expenses whatsoever including damage to the Minister's facilities which the Minister may sustain, pay or incur as a result of or in connection with any breach of the obligations assumed under this document by, or the negligence of, the Operator or any person for whom the Operator is responsible at law or in equity.

12) Any written notice required or permitted hereunder shall be directed to the party to whom it will be given (hand delivered, sent by prepaid mail, or sent by telecommunication), addressed as follows:

(a) To the Minister:

 **Transportation and Economic Corridors**

**Mailing address**

 **ATTENTION: Name,** **Construction Manager, Region**

(b) To the Operator:

 **Company Name**

**Mailing Address**

**ATTENTION: Name, Title**

 And in the event of mail service disruption, such notice shall be delivered by hand.

13) Where the terms and conditions in this document contradict any portion of the Acts, the latter shall prevail.

14) The terms and conditions of this agreement shall be effective from the date shown at the beginning of this agreement.

|  |  |  |
| --- | --- | --- |
| **Executed on behalf of the Operator by:** |  | **Executed on behalf of the Minister by:** |
|  |  |  |
| Name |  | Name |
| Title |  | Construction Manager, Region |