

TENDER PACKAGE FOR

WEST WETASKIWIN

ECONOMIZER POLE CHANGE 2026



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Section 1: Invitation to Tender

INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders
for:

Changing 20 transformer poles
(the "Work")

Tender Number: WW Economizer 2026

Will be received
by:

Battle River Power Cooperative REA Ltd.
(the "Coop")

at: **Contracts@brpower.coop**

Time and date for Tender Closing is:

1:00:00 p.m. MST on May 1, 2026
(the "**Tender Closing**")

1. The work to be undertaken generally involves, but is not necessarily limited to:

changing 20 transformer poles (the "**Work**") as set out in the list of specifications contained herein and generally described as follows:

all more specifically set out in the **Tender Documents**.

2. For further information and for written inquiries respecting the technical aspects of the specifications for the Work shall be, Bidders may contact:

Name: **Michel Deveau**

Title: **Service manager/Safety Codes Officer**

E-mail: Michel.deveau@BRPower.coop

However, Bidders acknowledge and agree that the Coop does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the Coop to provide any written response to a written inquiry.

3. Unless defined elsewhere herein, all capitalized terms are defined as follows:

- a. "**Bidder**" or "**Tenderer**" shall mean any party or parties tendering on the Work, or the Successful Bidder who later becomes the Contractor for such Work.

- b. "**Contract**" or "**Contract & Tender Document**" means the contract included within Section 3 of the Tender Documents herein to be executed by the Coop and the Successful Bidder;

- c. "**Contractor**" shall mean the Successful Bidder who executes the Contract with

the Coop;

- d. **"Goods and Services Tax"** or **"G.S.T."** means the goods and services tax payable by the Coop on the Tender Sum pursuant to *the Excise Tax Act* (Canada), as amended;
 - e. **"Successful Bidder"** means the Bidder to whom a letter of intent is delivered by the Coop;
 - f. **"Tender Deposit"** means the security delivered to the Coop by the Bidder as set out in Articles 7.5 and 7.6 of the Instructions to Bidders within Section 2 herein;
 - g. **"Tender Documents"** means those documents including:
 - i. The Invitation to Tender;
 - ii. The Instructions to Bidders;
 - iii. The Specifications noted in **Appendix "A"** hereto;
 - iv. The Form of Tender noted in **Appendix "B"** hereto;
 - v. The Contract/Tender Document noted in **Appendix "C"** hereto;
 - vi. The Contract & Tender Document within Section 3 hereto; and
 - vii. Any addenda to the foregoing;
 - h. **"Tender Form"** means the standard form attached as **Appendix "D"** hereto;
 - i. **"Tender Sum"** means the total value of the Work in Canadian dollars including all tariffs, freight, duties, labor, supervision, tools, supplies, materials (except as provided by Coop), equipment, temporary works and structures, insurance premiums, general administrative expense and overheads, profits and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated;
 - j. **"Unit Price"** shall mean the price set out in the Contract at which the Successful Bidder will be paid for carrying out a Work Unit; and
 - k. **"Work Unit"** shall mean a part of the Work for which a Unit Price has been tendered.
4. The Successful Bidder shall achieve substantial performance of the Work by October 15, 2026. The specifications for the Work can be obtained from **the Instructions to Bidder** at a cost of \$1.00. Deposits paid to obtain the specifications will be refunded to unsuccessful Bidder(s) at the discretion of the **Coop**.
5. Submission of a tender by a Bidder gives the Coop the right to require the Bidder to execute the Contract to perform the Work as set out within the Tender Documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the Coop for a period of thirty (30) days following the end of the day of the Tender Closing. The Successful Bidder will be notified in writing of the award of the tender when the Coop delivers a letter of intent to the Successful Bidder.

Section 2: Instructions to Bidders

INSTRUCTIONS TO BIDDERS

1 BACKGROUND

- 1.1 The Coop is seeking tenders for the supply of the Work as set out in the Tender Documents, specifically within the Invitation to Tender and **Appendix "A"** to these Instructions to Bidders. The Work shall meet, or exceed, the specifications described in Appendices attached hereto (hereinafter the "**Specifications**").
- 1.2 In order to determine if the Work to be supplied is in conformity with the Specifications, and with other contractual requirements, inspection of the Work will be performed by the Coop, or its designated representative, at a frequency to be determined by the Coop in its sole and unfettered discretion. In this regard, the Successful Bidder shall allow open and unfettered access to the Coop to conduct the contemplated review of the Work at any time, or times, as may be determined by the Coop in its sole and unfettered discretion, without the requirement of the Coop giving notice to the Successful Bidder. The review by the Coop shall in no way relieve the Successful Bidder from its obligations to meet the requirements of the Specifications and other Contractual requirements.
- 1.3 The duration of the Contract to be awarded to the Successful Bidder shall be from **May 1, 2026 to October 15, 2026** and may be extended for an additional time period at the discretion of the Coop.

2 SUBMISSION OF TENDERS

- 2.1 The Coop will receive emailed tenders until the Tender Closing time and date of 1:00:00 p.m. MST on May 1, 2026. Faxed tenders will not be accepted and will be returned to the Bidder.
- 2.2 Each Tender shall be emailed to Contracts@BRPower.coop
- 2.3 In the event of a dispute or issue regarding whether a tender complies with the Instructions to Bidders, the Coop reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by the Coop as to the compliance, or not, of the subject tender.
- 2.4 Tender Documents remain the property of the Coop and unsuccessful Bidders are required to return the same to the Coop immediately upon request.

3 TENDER FORM

- 3.1 Each Bidder shall submit a complete tender on the Tender Form with the blank spaces filled in. The Bidder must include Unit Prices where required and rates for Force Account Work where required. The Tender Sum must be written in both words and

numerical figures. In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.

- 3.2 Prices submitted by the Bidder shall apply for the duration of the Contract time period and shall include considerations of the impact of weather conditions, travel and any other requirements to perform the Work. Unit Prices shall also include travel to and from the Work site(s). Unit Prices, as well as hourly rates, shall include living allowance/accommodations and meals. Any additional charges for such shall be the Bidder's responsibility and not the responsibility of Coop.
- 3.3 Notwithstanding the foregoing or anything in the Tender Documents to the contrary, the Coop shall be entitled to accept any tender in such form as the Coop in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or material nature, or whether the tender is noncompliant in a trivial or material manner. **For clarity, the Coop shall be entitled to accept any bid or tender whether or not it fails to conform in any respect, including any material respect, with the Tender Documents or Instructions to Bidders.** No Bidder shall bring a claim of any kind for any amount as against the Coop for accepting a noncompliant tender.
- 3.4 If a discrepancy is found between the Unit Price and the extended amount, the Unit Price shall be deemed to represent the intention of the Bidder. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post-Tender Closing submission required by the Tender Documents will be resolved in favour of the post-Tender Closing submission.
- 3.5 Tenders shall not be withdrawn, modified, or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing (the "**Notice of Withdrawal, Modification, or Clarification**") and actually received by Michel Deveau of the Coop prior to the Tender Closing. Following the Tender Closing, tenders may not be withdrawn, modified or clarified. Any withdrawal, modification or clarification of the tender must be followed by a letter of confirmation signed and sealed in the same manner as the tender and delivered to the address for the Coop in the Invitation to tender within forty-eight (48) hours of the Notice of the Withdrawal, Modification or Clarification. For clarity, an amendment, revocation, or clarification that is received after the Tender Closing shall not be considered and shall not affect a tender as submitted nor release the Bidder from its obligation to enter into the Contract should the Coop so require.
- 3.6 The Coop will not be responsible for any of the costs of preparation of the tender by the Bidder of any kind whatsoever and the Bidder agrees not to bring a claim as against the Coop in respect of the same.

4 PRIVACY

- 4.1 All documents submitted to the Coop will be held and handled in accordance with applicable privacy rules, laws and legislation. To the extent required by law, the Coop may not be able, in all instances, to protect the confidentiality of the Bidder's

information. The Bidder consents to the collection and use of all information supplied in response to the Tender Documents.

5 TENDER DOCUMENTS

5.1 By submitting its tender, the Bidder acknowledges and agrees that it has received and reviewed the Tender Documents and that its tender is subject to the terms and conditions of the Tender Documents.

5.2 A Bidder shall submit the following with its tender:

5.2.1 the name, title, qualifications and experience of the Supervisor(s) or Foreman whom the Bidder proposes to have on the site(s) of the Work and in charge of the Work with the full power to direct the operations of the Bidder and to receive instructions on behalf of the Bidder;

5.2.2 the major items of equipment the Bidder proposes to use to complete the Work over the term of the Contract;

5.2.3 a listing of personnel according to their classification or trade;

5.2.4 list of owned equipment;

5.2.5 list of owners and officials of the Bidder;

5.2.6 bank reference letter for the Bidder in a form satisfactory to Coop;

5.2.7 list of previous clients;

5.2.8 volume of similar work previously completed by the Bidder;

5.2.9 references;

5.2.10 copy of any pertinent labour agreements;

5.2.11 copy of safety policy, outline of safety program, and safety statistics for the five (5) years previous to the Tender Closing;

5.2.12 list of and value of contracts currently in progress;

5.2.13 list of other projects being tendered on; and

5.2.14 financial statements for the previous five (5) years or alternatively, a current Dunn & Bradstreet report.

6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

6.1 The Bidder shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification in the Tender Documents shall be reported in writing to the Coop at least ten (10) calendar days prior to the Tender

Closing. Where necessary, in its sole discretion, the Coop shall respond to reported errors, omissions, discrepancies or clauses requiring clarification in the Tender Documents by way of written addenda, which shall form part of the Tender Documents.

- 6.2 Should a Bidder fail to report any such errors, omissions, discrepancies or clauses requiring clarification in the Tender Documents at least ten (10) calendar days prior to the Tender Closing, the Coop shall be the sole judge as to the intent of the Tender Documents.
- 6.3 No implied obligation of any kind by or on behalf of the Coop shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the Coop are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Tender Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written addenda, which shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Bidder, and the cost for doing the work therein shall be included in the Tender Sum. For clarity, verbal representations shall not be binding on the Coop, nor form part of the Tender Documents.

7 TENDER & TENDER DEPOSIT

- 7.1 Submission of a tender by a Bidder gives the Coop the right to require the Bidder to execute the Contract.
- 7.2 Bidders submitting tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. Bidders shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 7.3 Each Bidder shall review the Tender Documents provided by the Coop and confirm that it is in possession of a full set of Tender Documents when preparing its tender.
- 7.4 Tenders shall be properly executed in full compliance with the following requirements:
 - 7.4.1 The signatures of persons executing the tender must be in their respective handwriting; and
 - 7.4.2 If the tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
 - 7.4.3 If the tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
 - 7.4.4 If the tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed

immediately above its signature or

- 7.4.5 If the tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 7.5 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the tender and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.
- 7.6 The Bidder is required to submit with its tender the Tender Deposit, which is comprised of a Consent of Surety and a Bid Bond in a form acceptable to the Coop, or in lieu of a Bid Bond, a Bidder may submit, along with a Consent of Surety, a certified cheque or an irrevocable letter of credit in favour of the Coop equal to 10% of the Tender Sum (collectively, the "**Tender Deposit**") as a guarantee that, if awarded the Contract for the Work, the Bidder will execute a Contract and submit the Performance Bond and the Labor and Material Payment Bond referred to in Article 8 within the specified time frames.
 - 7.6.1 The Bid Bond, certified cheques or irrevocable letter of credit of any unsuccessful Bidder shall be returned as soon as possible after the Contract has been duly executed by the Successful Bidder.
 - 7.6.2 The Coop will not pay any interest on money furnished as security.
- 7.7 The Bid Bond and Consent of Surety as required herein shall be issued by a Surety Company licensed in the Province of Alberta and satisfactory to the Coop.
- 7.8 To the extent the Bidder fails to execute the Contract and submit the Performance Bond and the Labor and Material Payment Bond as required hereunder or as requested by the Coop, the Coop may, in its sole discretion, keep the Tender Deposit amount in full and the Bidder shall have no right or claim thereto.

8 INSURANCE AND PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

- 8.1 The tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Bidder's insurance broker certifying that the required insurance will be issued to the Bidder if the Bidder is the Successful Bidder.
- 8.2 The Successful Bidder shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 8.3 The Successful Bidder shall provide all required insurance to the Coop no later than ten (10) working days after receipt of a letter of intent from the Coop.
- 8.4 The Successful Bidder shall be required to furnish at its own expense a Performance Bond and Labour and Materials Payment Bond. For the purposes of this Article, these bonds shall be referred to together as the "**Bonds**".

- 8.5 The Performance Bond shall guarantee the faithful performance of the Contract, and in default thereof, shall protect the Coop against any losses or damage arising by reason of failure of the Successful Bidder to faithfully perform the Contract.
- 8.6 The Bonds are to be issued by a Surety Company licensed in the Province of Alberta and satisfactory to the Coop in the amount of 20% of the Contract Price.
- 8.7 The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period as defined in the Contract.
- 8.8 The Bonds shall be in the form set out in the Tender Documents or in such other form as may be acceptable to the Coop.
- 8.9 The Coop may consider alternate forms of security in lieu of the Bonds. The Bidder shall make known any alternative form of security it wishes the Coop to consider and obtain the Coop's approval prior to submitting a tender.
- 8.10 The Successful Bidder shall provide all required Bonds to the Coop no later than ten (10) working days after receipt of the letter of intent from the Coop.
- 8.11 The Successful Bidder shall supply all required Bonds before any Work is undertaken by the Successful Bidder.
- 8.12 No payment shall be made by the Coop to the Successful Bidder for any of the Work performed by the Successful Bidder until the required Bonds have been provided.

9 SITE CONDITIONS

- 9.1 The Bidder is responsible for inspecting the sites of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the sites of the Work, including the soil structure and topography of the sites, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its tender, the Bidder acknowledges that it has investigated and satisfied itself as to:
 - a) the nature of the Work including, but not limited to, the concept of Work Units;
 - b) the location(s) and all conditions relating to the location(s) of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
 - c) the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
 - d) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
 - e) the magnitude of the effort required to execute and complete the Work.
- 9.2 The Bidder is fully responsible for obtaining all information required for the preparation of its tender and for the execution of the Work. The Coop is not responsible for undertaking any investigations to assist the Bidder. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction,

reports or other documents which are not included or referred to in the Tender Documents (the "**Non-Tender Information**"), form no part of this tender or the Tender Documents. The Coop and the Coop's consultants, if any, assume no responsibility of any kind whatsoever arising from or relating to the failure to include or refer to such Non-Tender Information. Bidders who obtain or rely upon Non-Tender Information or other documents do so entirely at their own risk.

- 9.3 The Bidder's obligation to become familiar with the information described in Article 9.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the tendering process. Any technical reports so provided are for information only and neither the Coop nor the Coop's consultants, if any, accept or assume any responsibility for the contents or accuracy of such technical reports and the Bidder agrees that the Coop, the Coop's consultants, if any, and their representatives shall not be liable in any way to the Bidder in respect of such technical reports. The Bidder further agrees that it shall not rely upon any oral information provided to it by the Coop, the Coop's consultants, if any, or their representatives.

10 PRIME COST AND CONTINGENCY SUMS

- 10.1 The Bidder shall include in its Tender Sum any prime cost sums or contingency sums. The Work and G.S.T. shall be shown as a separate amount.
- 10.2 Any tax rebates that apply under current legislation will be claimed by and will be accrue to the benefit of the Coop.

11 PERMITS AND INSPECTIONS

- 11.1 The Bidder shall include in its Tender Sum the cost of building and other permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Contract.

12 SUCCESSFUL BIDDER

- 12.1 Award of Contract by the Coop occurs once the Bidder receives a letter of intent duly executed by Mitch Stevenson, Vegetation Supervisor of the Coop after Mitch Stevenson, Vegetation Supervisor has been duly and legally authorized by the Coop to send such letter of intent.

13 TENDER EVALUATION CRITERIA

- 13.1 Each tender will be evaluated based on the criteria listed below and the Coop will have the sole and unfettered discretion to award up to the maximum number of points for each criterion as listed below. By submitting a tender, the Bidder acknowledges and agrees that the Coop has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 13.2 By submitting its tender, each Bidder acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the Coop to award points in

respect of the criteria noted below. The criteria and the maximum number of points for each criterion are as follows:

- **Price** **75 points**
- **Safety** **20 points**
- **References** **5 points**

14 WORKERS' COMPENSATION

- 14.1 Each Bidder is to submit with its tender, a letter of account or clearance letter from the Alberta Workers' Compensation Board. This letter is to be current and must not be dated more than fourteen (14) calendar days prior to the Tender Closing.
- 14.2 Bidders who do not have an account with the Alberta Workers' Compensation Board shall provide with their tender evidence of a sub-contractor or other company that will carry such coverage on their behalf.
- 14.3 All Bidders must have active Workers' Compensation Board coverage during the period in which they perform the Work.
- 14.4 The Bidder understands and acknowledges that the Coop may reject any tender which fails to comply with the provisions set out in this Article 14.

15 REGISTRATION

- 15.1 Prior to commencing the Work, the Successful Bidder shall obtain all authorizations required by the laws of the Province of Alberta and of the Country of Canada enabling it to carry on business to complete the Work required under the Contract. Failure to be properly authorized shall entitle the Coop to forthwith terminate the Contract without compensation.

17 TENDERS EXCEEDING BUDGET

- 17.1 In addition to the rights contained within Article 17 herein, if the Tender Sum of every Bidder exceeds the amount the Coop has budgeted for the Work, the Coop may reject all tenders or may attempt to negotiate a lower price with the Bidder who, in the sole and unfettered discretion of the Coop, has submitted the most advantageous tender.
- 17.2 Notwithstanding anything in any of the Tender Documents to the contrary, each Bidder acknowledges and agrees that the Coop has the sole and unfettered discretion to employ any criteria in order to determine the tender most advantageous to the Coop, and that the Coop has no obligation to disclose such criteria nor employ the criteria listed in Article 13 herein. The Coop may accept whichever tender it decides, in its sole discretion, is the most advantageous and retains the right to reject any or all tenders without giving any notice or reasons. The tender with the lowest cost or highest criteria rating may not necessarily be accepted, and the Coop may take into account any criteria that it desires in its sole discretion.
- 17.3 By submitting its tender, each Bidder waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the Coop may

pursue under Article 16.1 and 16.2 herein or the decision to award the tender to any of the Bidders, regardless of how or why they were selected.

- 17.4 If the Tender Sum of every Bidder exceeds the amount budgeted for the Work and the Coop negotiates with the Bidder who has submitted the tender considered most advantageous to the Coop:

17.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;

17.4.2 In particular, the Coop's attempt to negotiate with such Bidder does not constitute a rejection of its tender; and

17.4.3 In no event will the Coop be obliged to disclose the amount budgeted for the Work.

18 CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT

18.1 Unless otherwise stated, tenders will only be considered when the Bidder, prior to Tender Closing, has either full certification in the Alberta Labour approved Certificate of Recognition ("**C.O.R.**") Program appropriate to their industry or a temporary letter of certification issued by the Alberta Construction Safety Association or other appropriate industry association.

18.2 Certification shall be evident by inclusion of the Bidder's name on the Alberta Construction Safety Association ("**A.C.S.A.**") C.O.R. certification list current at the Tender Closing, or submission of a copy of the Alberta Labour Certificate of Recognition or a temporary letter of certification with the tender.

18.3 The Coop will assume no liability for the non-inclusion of any Bidder on the A.C.S.A. C.O.R. certification lists for any reason whatsoever.

18.4 The Coop reserves the right to terminate the Contract immediately at any time during the term of the Contract in the event that the Successful Bidder is decertified from the C.O.R. program or has their temporary letter of certification expire.

18.5 The Coop may reject any tender which fails to comply with the provisions set out in this Article 17.

19 ACCEPTANCE OR REJECTION OF TENDERS

19.1 As it is the purpose of the Coop to obtain the tender most suitable and most advantageous to the interests of the Coop, notwithstanding anything else contained within the Tender Documents, the Coop reserves the right, in its sole and unfettered discretion, to reject or accept any tender, including the right to reject all tenders. Without limiting the generality of the foregoing, the Coop may, in its sole and unfettered discretion, but is not required to, reject or accept any tender which:

a) is incomplete, obscure, irregular or unrealistic;

b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;

- c) has erasures or corrections;
- d) omits a price on any one or more items in the tender;
- e) fails to complete the information required in the tender; or
- f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form.

19.2 Further, a tender may be rejected or accepted on the basis of the Coop's unfettered assessment of its best interest, which includes the Coop's unfettered assessment as to a Bidder's past work performance for the Coop or for anyone else, or as to a Bidder's financial capabilities, completion schedule, or ability to perform the Work, or the Coop's desire to reduce the number of different contractors on the location of the Work at any given time. The Coop reserves the right to negotiate with the Bidder the Coop deems has provided the most advantageous tender after Tender Closing has passed. In no event will the Coop be required to offer any modified terms to any other Bidder prior to entering into the Contract with the Successful Bidder and the Coop shall incur no liability to any other Bidders as a result of such negotiation or modification.

19.3 It is expressly understood that the Coop shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Bidder either prior to, subsequent to, or by reason of the acceptance or the non-acceptance by the Coop of any tender hereunder. Each Bidder agrees that the Coop shall have no liability and each Bidder shall have no claim for compensation of any kind whatsoever as a result of, related to or in connection with the Tender Documents, the award (or lack thereof) of the Work or any Bidder's participation in the tender process. Each Bidder waives and forever releases the Coop in respect of the same.

20 LAW AND FORUM OF TENDER

20.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting tenders, Bidders agree to attorn to the jurisdiction of the Courts of the said Province.

21 ACCEPTANCE PERIOD

21.1 Except as otherwise outlined herein, the tender shall be irrevocable and open for acceptance by the Coop for the period of time contained in the Invitation to Tender, namely, thirty (30) days following the end of the day of the Tender Closing.

APPENDIX "A"

Specifications

Work to be completed to the specifications outlined in each Work Order.

The bid or unit price is to include the cost of mob/demob, start-up meeting, daily travel living allowance and rooms.

The Successful Bidder shall be responsible for the following:

- Complying with Battle River Power Coop's check in policy
- 1st calls, requesting PPO's, weather days, down time
- Time spent on Safety Meeting and Tailboards
- Switching unless otherwise directed by the Battle River Power Coop OIC
- Waste Bins, Disposal and clean-up of lay down area
- Verifying material amounts and material liability once accepted
- Boxing and returning unused / salvaged usable material to Battle River Power BRPC yard at Camrose
- Contacting Landowners for access and for damages to property
- Transportation of new poles and material from lay down yards to work locations
- Removing hardware from and transporting old poles to lay down area or members property
- Poles new or old not laid out on private property must be as far away from the driving surfaces as possible and not be left for more than 48 hrs.
- Old poles can be given to members if release forms are signed
- Holes left from salvaged poles to be backfilled and tamped
- Installing Gravel backfill where required, wet poles, non-anchored transformers and tap off structures
- Weekly progress reports
- Warranty work for 1 year

Battle River Power Coop will be responsible for the following:

- To supply maps and Structure books
- Prints / specifications for work
- Appropriate forms for PPO's, Grounding Reports and recording Transformer information: To be supplied by Contractor using Battle River Power Coop Forms
- Pole release forms, men at work tags
- Can assist with location of lay down yard
- Supplying hardware & other material at Camrose yard
- Arranging for poles to be delivered to lay down yards
- Arrange for gravel to be delivered to lay down area
- Must approve any work not included in original scope

Tally

West Wetaskiwin economizer pole replacement program, replacement of 29 transformer poles. Job includes the transfer of all existing secondary tap offs and the complete rebuilding of each structure to BRPC standards, including the possible repair of damaged conductor. This also includes maintaining proper sag (checking clearance over roads, approaches etc. to ensure code compliance) and salvage of the old pole.

Successful contractor is responsible for finding laydown yards.

BR will have poles ordered and delivered to chosen sites once the job has been awarded and laydown yards have been chosen

Material/job boxes to be picked up at BR yard in Camrose

Successful contractor responsible for landowner contact and any required access arrangements

Successful contractor responsible for proper notification to facility owners as per any agreement requirements. If any agreements are needed, please contact BR and we will procure them.

Contractor responsible for site visit to familiarize with the project and review construction drawings

Contractor responsible for garbage bin, scrap metal bin and disposal of goods

Contractor responsible to dispose of all old poles, hardware and wire. Also responsible for care and custody of material once delivered

Contractor is responsible for cleaning up any spilled or leaking fluids

Changes to scope of work must be approved with BRPC OIC. If any changes in scope require a 3rd party contractor such as hydrovac etc., please have them bill BR directly.

APPENDIX "B"

OPERATIONS & MAINTENANCE

Form of Tender

Dated the _____ day of _____, 20____

Between

Battle River Power Cooperative REA Ltd. ("Coop")

And

Schedule of Prices

As full and complete compensation for the work and services of the Contractor hereunder, including without limitation profit and all expenses, the Coop shall pay to the Contractor a sum computed as outlined on the following pages.

All Found Price – Proposed Bid Units

IN WITNESS whereof the Tenderer has caused its seal to be affixed at:

_____, The _____ day of _____, 20____

The Tenderer

Per:_____

Schedule of Prices

As full and complete compensation for the work and services of the Contractor hereunder, including without limitation profit and all expenses, BRPC shall pay to the Contractor a sum computed as outlined on the following pages.

All Found Price – Proposed Bid Units

_____	Tangent pole 1 or 2 wires
_____	Tangent Pole Flat spaced 2 or 3 wires
_____	Dead end pole 1 or 2 wires
_____	Addition of tap to STR, 1 or 2 wires with switch
_____	Addition of tap to STR, 1 or 2 wires without switch
_____	Transformer pole including conductor work for primary, neutral, up to 3 OH and 2 UG secondaries, includes splicing
_____	Additional secondary services per service
_____	Installing a anchor (PISA) up to 2 rods, includes framing, tensioning and installing guy guard
_____	Installing and meggering a ground, Includes driving up to 3 -6 ft or 4-4ft rods installing copper, pinky pipe, meggar tags and danger signs on pole and connection to system and ground rods.
_____	Additional set of rods per set, includes digging trench and connections
_____	Running Angle Str, 1 or 2 pin and saddle Str 1 or 2 wires
_____	Maintain a conductor (splice damaged conductor)
_____	Gravel backfill- includes loading, hauling and placing
_____	Salvage of existing line per STR approximately 100 meters of line per STR
_____	Hourly pricing for personnel and equipment for work not covered by units
_____	String install tie in per 100 meters – 1or 2 wire
_____	Re-insulate pole for conversion tangent
_____	Re-insulate pole per dead end
_____	Change out transformer for conversion - includes all connections
_____	Change out arrestor for conversion - includes all connections

Force Account

All Found Hourly rate _____ per hour for Operator
All Found Hourly rate _____ per hour for Laborer
All Found Hourly rate _____ per hour for 1st Year Apprentice
All Found Hourly rate _____ per hour for 2nd Year Apprentice
All Found Hourly rate _____ per hour for 3rd Year Apprentice
All Found Hourly rate _____ per hour for 4th Year Apprentice
All Found Hourly rate _____ per hour for Journeyman
All Found Hourly rate _____ per hour for Foreman
All Found Hourly rate _____ per hour for Digger
All Found Hourly rate _____ per hour for Service Truck
All Found Hourly rate _____ per hour for Trailer capable of hauling up to
and including 45 poles
All Found Hourly rate _____ per hour for Bucket Truck
All Found Hourly rate _____ per hour for Nodwell
All Found Hourly rate _____ per hour for transportation of Nodwell
All Found Hourly rate _____ per hour for snowplowing access

Signatures

IN WITNESS whereof the Tenderer has caused its seal to be affixed at:

_____, The _____ day of _____, 20_____

The Tenderer

Per:_____

APPENDIX "C"

CONTRACT / TENDER DOCUMENT

Battle River Power Coop
Box 1420
Camrose, Alberta T4V 1X3
Phone (780) 672-7738
Fax: 780-672-7969

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CONTRACT AND GENERAL CONDITIONS

Now this Contract witnesseth that the parties agree as follows:

Section 1.01 Meaning of terms

The following words shall, where the context allows, bear the following meaning in the Contract Documents. Words not defined shall have the meaning ascribed to them in the Tender Documents.

- a. **"Business Day"** means each day except Saturdays, Sundays, or days which are statutory holidays in the Province of Alberta;
- b. **"Contract"** means this agreement;
- c. **"Contract Price"** means the total sum to be paid by the Coop to the Contractor for the Work;
- d. **"Contract Documents"** shall mean the Tender Documents, such part of the tender as is accepted by the Coop, the executed form of Contract, and all specifications, standards, regulations, and drawings further detailing, explaining or modifying the Work when issued by or approved by the Coop, whether produced before or after the date of the award of the Contract;
- e. **"Contractor"** shall mean the Successful Bidder whose tender has been accepted;
- f. **"Competent Person"** shall mean a person who is qualified because of his/her knowledge, training and experience to organize the Work and its performance and is familiar with all laws and regulations pertaining to the Work;
- g. **"Force Account"** shall mean the retaining of the Contractor by the Coop on an hourly basis, for Work or for standby;
- h. **"Goods and Services Tax" or "G.S.T."** means the goods and services tax payable by the Coop on the Tender Sum pursuant to the Excise Tax Act (Canada), as amended;

- i. **"Job Sites"** shall mean the lands upon which the Work is to be done and any area(s) adjacent hereto used in connection with the Work and, unless the context otherwise requires, shall include all materials, supplies, tools, equipment and structures thereon;
- j. **"Manager"** shall mean the officer of the Coop and from time to time shall include a person or persons whom the said Manager shall appoint to represent him/her for any or all of the purposes on this Contract;
- k. **"Schedule of Prices"** means that schedule of prices as set out in Appendix "B" of the Tender Documents;
- l. **"Tenderer"** shall mean any party or parties tendering on the Work, or the Successful Bidder who later becomes the Contractor for such Work;
- m. **"Tender Documents"** means those documents including:
 - i. The Invitation to Tender;
 - ii. The Instructions to Bidders;
 - iii. The Specifications noted in **Appendix "A"** hereto;
 - iv. The Form of Tender noted in **Appendix "B"** hereto;
 - v. The Contract/Tender Document noted in **Appendix "C"** hereto;
 - vi. The Contract & Tender Document within Section 3 hereto; and
 - vii. Any addenda to the foregoing;
- n. **"Unit Price"** shall mean the price set out in this Contract, at which the Contractor will be paid for carrying out a Work Unit;
- o. **"Work"** shall mean all the material, labor, supervision, services and equipment to be provided to carry out the specified activities, as required by the Contract Documents; and
- p. **"Work Unit"** shall mean a part of the Work for which a Unit Price has been tendered.

Section 1.02 Contract Intent

In consideration of the payments to be made by the Coop to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Coop to perform the Work in a substantial, complete and workmanlike manner and in accordance with the best modern practices, all as required by and in strict conformity with, the Contract Documents and such further details, instructions or drawings as may from time to time be issued by the Manager. The Contractor must furnish everything necessary for such purposes and shall not omit any details necessary for the proper performance and completion of the Work even if specific mention of such details is not made in the Contract Documents.

The Coop hereby covenants to pay the Contractor for the faithful performance of the Work in the amounts and in the manner prescribed by the Contract Documents. The volume of work specified are for the purpose of general information and shall not be construed as a guarantee implied or otherwise that the Coop will supply or make work available.

Section 1.03 Conflicts

If any conflict arises in the Contract Documents, the Contractor shall apply in writing to the Manager for clarification and shall be held responsible for any incorrect Work carried out as a result of failing to obtain such clarification. Conflicts arising during the performance of the Work shall be directed to the Manager or his/her designate.

Section 1.04 Familiarity with geographic area of Tender and sufficiency of Tender

The Contractor shall take steps to familiarize himself with the geographic area being covered by tender and shall satisfy himself before submitting his tender as to the general nature of the ground and sub-soil, the form and typical nature of Job Sites, the quantities and nature of the Work and materials necessary for the completion of work packages, the general means of access to the Job Sites, the accommodations, and facilities he may require, risks, contingencies, and other circumstances which may influence or affect the Tender.

Without limiting the generality of the foregoing, the Contractor shall satisfy himself of any special risks, contingencies, regulations, safety requirements, and other circumstances which may be encountered.

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Work and of the prices stated in the Schedule of Prices which prices shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution of the Work. The Contractor hereby accepts the Job Sites and their nature on an "as is, where is" basis.

Section 1.05 Commencement and Completion Times

Prior to commencing any Work in respect of this Contract, and in any event no later than ten (10) Business Days following the receipt of the letter of intent, by the Coop indicating the acceptance of the Contractor's tender, the Contractor shall provide a written schedule, acceptable to the Coop, which schedule sets out the start date and the completion date of the various portions of the Work. The schedule shall provide a level of detail acceptable to the Coop which will allow the Coop, in its sole and unfettered discretion, to understand the Contractor's proposed progress for the Work. The Coop reserves the right to approve/reject the Contractor's schedule.

If the Coop rejects the proposed written schedule, the Contractor shall submit a further written schedule to the Coop within ten (10) Business Days of the rejection of the previous schedule.

Once the Contractor's written schedule has been accepted in writing by the Coop, the written schedule shall be referred to as the "Accepted Schedule" for the purposes of this Contract. The Contractor shall pursue and complete its Work in accordance with the Accepted Schedule. At all times, the Contractor shall carry out its work in a timely and acceptable manner as determined by the Coop in its sole and unfettered discretion. The Contractor's crews shall advise the Coop offices daily where the crews intend to work so that the Coop can monitor the level of progress of the Work in accordance the Accepted Schedule.

Section 1.06 Assignment

The Contractor may not assign the Contract or any part thereof without the prior written consent of the Coop, in its sole discretion. The covenants of the Contractor shall be deemed to be joint and several.

Section 1.07 Contract law

The Contractor shall comply with all laws and regulations of the Governments of Canada and the Province of Alberta and all political subdivisions thereof, in respect of the Work to be performed by the Contractor pursuant to the terms hereof, including without limitation, the provisions of the CSA C22.1 Canadian Electrical Code, the Alberta Electrical Utility Code, and the *Occupational Health and Safety Act*, SA 2017, c O-2.1 and its Regulations, as amended.

Section 1.08 Sub-contractors

The Contractor shall not subcontract out the whole of the Work.

The Contractor shall neither assign nor subcontract any part thereof, nor shall assign all or any part of the Contract items hereunder, unless so authorized by the Coop in advance in writing, in the Coop's sole discretion. If requested by the Coop, the Contractor shall provide information concerning the sub-contractor's qualifications and financial standing.

The Contractor shall be fully responsible to the Coop for the acts of all the Contractor's sub-contractors, their employees and agents as if such sub-contractors, their employees and agents were persons directly employed by the Contractor and agreed to indemnify the Coop for any losses, claims, penalties, fines, or amounts suffered in respect of the same.

All sub-contractors shall comply with and meet all Contractor insurance and workers' compensation requirements as outlined in the Contract Documents.

Section 1.09 The Manager

The whole of the Work and the manner of performing it and the equipment, material(s) and supplies furnished in respect thereof shall be subject to inspection by the Manager who shall be entitled at all times to do anything necessary to satisfy himself/herself that it is being performed or furnished in accordance with the Contract Documents or any authorized addition thereto or deviation or omission therefrom, but no omission by the Manager to exercise his/her rights hereunder shall impose any liability on the Manager or the Coop.

The Manager shall be the sole judge of the Work, in their sole discretion, in respect of both quantity and quality, and his/her decisions on all questions in dispute regarding quantities or quality relating to the Work shall be final and binding on the parties.

The Manager may, from time to time, by written instructions, drawings or specifications issued to the Contractor, make changes to the Work, issue additional instructions, require additional Work to be performed, or direct the omissions of Work previously ordered and the provisions of this Contract shall apply to all such changes, alteration of details, modifications, and additions with the original specifications and drawings.

The Manager shall be at liberty to direct the Contractor to perform the Work and each part thereof at such pace in such order as the Manager may direct and, without limiting the generality of the foregoing, whenever the Manager directs in writing that the Work or any part thereof be stopped or that the force employed thereon be diminished, the Contractor shall stop such Work or diminish such force accordingly, and whenever the Manager so directs shall put on with employ such additional force and means as in the judgment of the Manager shall be expedient.

The Manager may, by written advice to the Contractor, condemn any Work, provided or installed, by the Contractor. The Contractor shall promptly, upon receipt of such advice, correct, take down, dismantle and/or remove any such Work condemned by the Manager, and the Contractor shall bear any and all cost(s) and expenses necessary to make good such condemned Work.

Section 1.10 Cooperation and Property Owner Contacts and Consents

The Contractor shall have no right to the exclusive occupation of the Job Sites. The Contractor shall cooperate harmoniously with the Coop and the Coop's personnel and with other Contractors working at Job Sites. The Manager will, whenever necessary, establish the respective rights of the parties involved. All instructions given by the Manager shall be carefully and promptly executed.

The Contractor's foreman or supervisor shall be available to discuss and work with any property owners regarding obtaining rights of way and access onto their lands for the purposes of completing the Work. The Contractor will be responsible for communicating with and obtaining access to the lands as well as advising the landowners of the schedules for the Work being completed.

Section 1.11 Title

Title to any right-of-ways and materials supplied by the Coop to the Contractor shall at all times remain vested in the Coop.

Section 1.12 Contractor's Indemnification

The Contractor shall, at all times and at his own cost, expense and risk, save, defend, and hold harmless and fully indemnify the Coop, its, directors, officers, employees, contractors, agents, assigns, insurers and representatives, of and from and against all loss, costs on a solicitor and his or her own client full indemnity basis, charges, damages, expenses, claims and demands whatsoever which the Coop may bear, sustain, suffer or be exposed to for, by reasons of, or on account of personal injury or death sustained or alleged to have been sustained by any person whomsoever or any loss or damage to property (including property of the Contractor and the Coop), real or personal, including loss of use thereof, arising out of, or in consequence of or directly or indirectly attributable to the performance or non-performance of the Work by the Contractor, his agents, employees and sub-contractors, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Contractor, the Contractor's agents, employees or sub-contractors or the Coop, or the Coop's directors, officers, employees, contractors, agents, insurers and representatives or agents.

Section 1.13 Contractor Insurance

The Contractor shall, without limiting its obligations and liabilities, procure and maintain at its own expense, with respect to and for the duration of the Contract, appropriate insurance covering its obligations under this Contract, including the following minimum insurance coverage:

- a. Workers' Compensation, to the full extent required in the jurisdiction in which the Work is being performed and wherever the Contractor's personnel contracts of employment are made or expressed to be made;
- b. Employer's Liability Insurance covering each employee engaged by the Contractor in respect of the Work in an amount of One Million (\$1,000,000.00) dollars, where such employees are not covered by Workers' Compensation;
- c. Automobile Liability Insurance covering all motor vehicles owned, operated and/or licensed by the Contractor with a minimum bodily injury and property damage limit of Five Million (\$5,000,000.00) dollars;
- d. Property insurance, for full replacement value, covering all loss of or damage to property and equipment for which the Contractor is legally liable or responsible and which is used in performance of the Work;
- e. Commercial General Liability Insurance with a bodily injury, death and property damage limit of Five Million (\$5,000,000.00) dollars inclusive, as well as Non-Owned Auto Coverage, Sudden and Accidental Pollution Coverage and Forest and Prairie Fire Fighting Cost Coverage (to include wildfires) with a coverage minimum of Two Million (\$2,000,000) dollars; and
- f. Environmental Liability Policy with a limit of Five Million (\$5,000,000.00) dollars inclusive.

The Contractor shall provide the Coop with a certified certificate of insurance upon signing this Contract. As well, all such policies of insurance referenced in Subsections (b) – (f) of Section 1.14 herein shall:

- a. name the Coop, it's officers, directors, employees, agents or servants as an additional insured;
- b. provide by endorsement or otherwise that insurers waive the right of subrogation against the Coop and it's officers, directors, employees, agents or servants;

- c. contain a severability of interest or cross-liability clause;
- d. provide that a thirty (30) day written notice shall be given to the Coop prior to any material change or cancellation of any such policy or policies; and
- e. shall be placed with insurers and in a form acceptable to the Coop.

Section 1.14 Contractor Bonds

Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force, at the Contractor's sole expense during the existence of this Contract, or any extension thereof, and shall deliver same to the Coop prior to commencing any of the Work, the following bonds:

- a. A Performance Bond constituting 20% of the Contract Price; and
- b. A Labor and Materials Payment Bond constituting 20% of the Contract Price.

Section 1.15 Accident and damage reporting and investigation

Accidents or incidents arising out of or directly or indirectly attributable to operations or Work carried out by the Contractor or any of its sub-contractors, are to be handled in accordance with the procedures of the Coop and must be reported as soon as possible following the incident or accident, but in no event greater than twelve (12) hours following the incident or accident. The Contractor shall also ensure any reporting requirements for insurance coverage are met.

The Coop reserves the right to investigate any accident or incident arising out of or directly or indirectly attributed to operations or Work carried out by the Contractor or any of its sub-contractors.

Section 1.16 Health and safety

The Contractor shall assume and be responsible for the safety of all personnel engaged in the Work whether employed by the Contractor directly or assigned to the Contractor or sub-contractors.

The Contractor will, at all times, in its conduct, including work practices and procedures, meet or exceed the Coop standards and requirements that serve to protect the health and safety of people, property and the environment.

The Contractor shall have a formal health and safety program in place which must be recognized by the Coop as meeting the Contractor's health and safety obligations under the *Occupational Health and Safety Act*, SA 2017, c O-2.1 and its Regulations, as amended.

The Contractor shall fund training of their employees. Separate reimbursements for training expenses will not be considered.

Work practices deemed unsafe by the Coop will result in suspension or dismissal of the crew. Where the crew is assessed by the Coop as incompetent regarding work safety, the Contractor must provide other competent staff to do the Work.

Section 1.17 Operating regulations

The following specifications, standards and regulations, under separate cover, are hereby attached to and form part of the Contract Documents:

1. Coop Safety Manual;
2. Work Standards and Safety Regulations;
3. Electrical Communications and Utility System Regulations; and
4. The Occupational Health & Safety Regulations.

The Work shall at all times conform with the requirements of the Coop's specifications, standards and regulations outlined above.

It shall be the responsibility of the Contractor to obtain copies of all such specifications, standards and regulations and make himself and his personnel aware of and familiar with the requirements contained herein.

The Contractor shall provide to the Coop a copy of their safety manual and/or code of practices.

Section 1.18 Safety meetings

It is the Contractor's responsibility to hold daily crew tail board meetings.

Section 1.19 Repairs

If, by reason of any accident or failure or other event occurring to, in, or in connection with a specific part of the Work during its execution, and any remedial or other Work or repair

shall, in the opinion of the Manager, be urgently necessary for security or repair and the Contractor is unable or unwilling at once to do such Work, the Coop may, by its own or other workmen, do such Work or repair as the Manager may consider necessary.

If the Work or repair so done by the Coop is Work which, in the opinion of the Manager, the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Coop in so doing shall on demand be paid by the Contractor to the Coop or may be deducted by the Coop from any money due or which may become due to the Contractor, provided always the Manager shall, as soon after the occurrence of any such emergency as may be reasonably practical, notify the Contractor thereof in writing.

Section 1.20 Personnel and equipment

The Contractor shall:

- a. At all times during working hours, provide and maintain on the Job Site(s) adequate qualified and competent personnel and supervision for all portions of the Work and all such workmen as may be required. The Contractor's supervisor or his representative shall have the necessary authority to supervise the carrying out of the Work under the Contract and shall be authorized and prepared to receive from time to time, as for the Contractor, orders and instructions from the Manager;
- b. Upon written request by the Manager, cause to be dismissed or refused employment to such men as in the opinion of the Manager are undesirable or incapable of performing the Work; and
- c. Keep available all the equipment necessary to carry out the Work in accordance with the Contract and shall maintain such equipment in good operating condition throughout the duration of the Contract.

Section 1.21 Payment

The Coop agrees to pay the Contractor, for the faithful performance of the Work required to be done under the Contract, the sums provided or calculated in accordance with the actual quantities of Work done at the prices set out in the Schedule of Prices in Appendix "D" of the Tender Documents appended hereto (the "**Schedule of Prices**"). If the Coop or Manager, in accordance with the terms hereof, require the Contractor to carry out and change, or make alterations to or omission from, Work required to be done under the Contract Documents, the said sums shall be adjusted upwards or downwards, as the case may be, in accordance with the actual quantities of Work either required by such changes or alterations or not required by such omissions; but the Unit Price set forth in the Schedule of Prices shall not be changed.

It is understood that the compensation set forth in the Schedule of Prices shall cover all of the consideration to be received by the Contractor from the Coop for the Work to be performed by the Contractor or its sub-contractors under the terms of this Contract whether or not specifically enumerated and, without limiting the generality of the foregoing, shall cover and include all overhead, superintendence, guarding of job sites, labor, Contractor supplied materials and use of equipment and all other cost and expenses incurred by the Contractor in the performance of the Work except as otherwise specifically provided in the Contract. It is further understood that all Federal, Provincial and local taxes are included in the compensation to be paid to the Contractor as herein set forth. Goods and Services Tax is not included.

Section 1.22 Accounting and procedures

a. Routine accounting for Unit Price Work

Payments shall be made in the following manner:

- i. Payments will be made by the Coop to the Contractor upon completion and receipt of the return data, covering the value of the individual work packages completed by the Contractor in a two (2) week period;
- ii. The value of the individual work packages will be computed as the actual number of completed Work Units times the applicable Unit Price, plus the total hours of any Force Account Work performed;
- iii. The Contractor's invoicing will be based on the Work Unit listings that are included with each individual package. Invoices shall be submitted in duplicate and refer to the completed work orders and the dates and work order numbers for any Force Account hours performed; and
- iv. The Coop shall pay the Contractor after the invoices have been checked and approved by the Coop.

d. Routine accounting for hourly rates

Progress Payments shall be made by the Coop to the Contractor at two (2) week intervals.

- i. All found personnel rates - The Contractor shall be compensated for actual personnel rates up to the maximum rate per category as outlined in the Contract, on an all found basis. The all found rate shall be the actual personnel

rate paid to the employee including all loading and subsistence.

- ii. Audit - The Coop shall have the right to audit any or all of the Contractor's records to verify the terms of this Contract.
- iii. Routine servicing - All routine servicing, maintenance and fueling of equipment shall be performed on the Contractor's account.

e. Interim accounting

At the Coop's discretion prior to the termination of the Contract, the Contractor shall on two (2) weeks' notice, furnish satisfactory evidence that:

- i. The Contractor has paid any and all sums that are liable and due to the Workers' Compensation Board under and pursuant to the *Workers' Compensation Act*, as amended;
- ii. The Contractor has either withheld, from each and every sub-contractor who is performing any Work or service, or who is supplying any materials on account of the Work to be performed hereunder, the full amount required to be withheld under and pursuant to the *Alberta Prompt Payment and Construction Lien Act Builders' Lien Act* and its Regulations, as amended, or, the Contractor has obtained from each sub-contractor a waiver of his right to file a builders' lien; and
- iii. The Contractor is not otherwise in default in respect of any term of this Contract.

Section 1.23 Non-payment

If, in the opinion of the Manager it is justified, the Coop may withhold payments from the Contractor to such extent as may be necessary to protect it from:

- a. Loss on account of defective Work not remedied;
- b. Loss on account of failure of the Contractor to make payments for labor or materials;
- c. Proper claims of creditors of the Contractor and of creditors of its sub-contractors arising or alleged to arise directly or indirectly out of the performance of the Work, that have not been settled when due; and

- d. Loss on account of failure of the Contractor to settle claims of owners or occupiers of land for damage caused by the Contractor.

No payments made by the Coop to the Contractor under this Contract shall be construed as being an acceptance by the Coop of defective Work or improper materials.

Section 1.24 Waiver of agreement

The Contractor hereby waives and releases all privileges or rights to privilege and all liens or rights of lien now existing or that may exist hereafter for all Work done or labor performed or materials supplied or furnished under and pursuant to the terms of this Contract upon all lands which the Work herein contracted for has been or is to be executed and upon as well as all works, structures, and buildings that may from time to time become due from any person or persons to the Coop and the Contractor agrees to furnish the Coop with a good and sufficient waiver of privilege and moneys from every person, firm or corporation furnishing labor or materials to, for, or on behalf of the Contractor.

Section 1.25 Non-waiver of future default

Any failure of the Coop, at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Contract shall not constitute a waiver of such terms and conditions, and shall not affect or impair such terms or conditions in any way, or the right of the Coop at any time to avail itself of such remedies as it may have for any breach or breaches of such terms and conditions.

Section 1.26 Notice of service

Any notice, direction, instruction, request, approval, detail, appointment or other communication which is required to be delivered in writing pursuant to the terms of this Contract is deemed effectively delivered by the Coop when either delivered to:

- a. the Contractor's registered office;
- b. any office used by the Contractor at or near the Job Site(s);
- c. the Contractor's supervisor;
- d. the Contractor's supervisor or representatives by email; or
- e. by mailing it in a prepaid registered mail envelope addressed to the Contractor at the Contractor's address within Alberta included in the Contractor's tender.

If it the notice, direction, instruction, request, approval, detail, appointment or other communication is not required to be in writing pursuant to the terms of this Contract, the same in deemed effectively delivered via any of the aforementioned methods hereof, or

by communicating it orally to any officer of the Contractor or to the Contractor's supervisor.

Section 1.27 Force account or Hourly Rates

- a. General - The Manager, by verbal or written order, may at any time direct the Contractor to carry out work on a Force Account or hourly rate basis. This will be done where the Work to be carried out is not described in terms of Work Units, or where the availability of the Contractor is required. The Contractor shall be available at the time specified by the Manager, until such time as the Contractor is released by the Manager. The makeup of Force Account crews shall be mutually agreed upon by the Coop and the Contractor.
- b. Downtime - No separate payment shall be made by the Coop for down time due to weather or mechanical difficulty for Unit Price Crews and all other hourly rated crews.
- c. Numbers of personnel to be supplied - When the Contractor is directed to carry out Work on a Force Account basis, the Contractor will supply personnel in numbers requested by the Coop.
- d. Leaving the Job Site - When the Coop directs the Contractor to leave a Job Site where Work is being carried out on a Unit Price basis to go to a different job site, the Contractor shall be considered to be on Force Account from the time at which he must stop Unit Price Work. The Contractor shall put the Job Site in order while on Force Account and then carry out such Work as directed by the Manager. Force Account will then remain in effect until the Contractor is returned to the original Job Site, or to his accommodations at the end of the work day. If the Contractor is returned to the Job Site after carrying out Force Account Work, and the Contractor can demonstrate additional costs in making the Job Site ready to Work, the Coop shall pay the Contractor for such costs.
- e. Payment - Payment to the Contractor will be on an hourly basis, as submitted on the bid item list. Man hour and equipment rates include all overhead, payroll loading, W.C.B., safety and training, expenses, living allowances, and all taxes (except G.S.T.).

Section 1.28 Hours of work

The Contractor shall limit his hours of work to day-time operation. The Contractor shall be considerate of landowner concerns around noise and intrusion.

The Contractor shall adhere to all pertinent Provincial Labor Standards.

Section 1.29 Assignment of work packages

- a. The Contractor will have a target completion date which will be expected to be met provided a reasonable lead time is available. Pre-construction arrangements prior to the start of each job will be made by the Contractor.
- b. Maintenance work starting before the end date of the tender will be completed and paid at the prevailing fixed prices.
- c. If the Contractor is unable to commit to completing all currently assigned work by their completion dates, the Coop retains the right to bring on supplementary crews to complete the Work.

Section 1.30 Pre-work and post-work arrangements

- a. Property access - The Contractor shall notify the Coop Manager when the Contractor is in an area that requires the Contractor to gain access to property. The Coop Manager or its designate shall make arrangements for access.
- b. Interruptions - The Contractor shall arrange with the Coop representative to obtain any interruptions required for the Work. The Contractor should normally issue his request for an interruption two (2) weeks in advance of a major interruption and two (2) days for others. Some flexibility will be required to meet changing weather conditions, system emergencies and customer's specific requirements.
- c. Damages - The Contractor shall, following completion of the Work, call on any property owners or tenants who may have reason to feel that the property has suffered damage. The Manager shall be advised immediately of any damage claims or potential damage claims. The Contractor's foreman or supervisor shall be continually available to discuss damages incurred during vegetation management and arrangements made concerning access, with the Coop's representative, or the property owner.
- d. Third party services - When the Contractor arranges for a sub-contractor or third party to carry out service, the conduct of these forces on the work site shall be the responsibility of the Contractor.

Section 1.31 Return data

The Contractor shall within two (2) weeks of completion of the Work requirement, complete the return data as per the Coop standards including maps, consent forms, and line clearance reports. All standard forms shall be completed and attached as applicable.

Section 1.32 Termination of work

- a. Where the Coop determines that the Contractor is in default of its obligations as set out in this Contract, the Coop shall, by written notice (the "**Notice of Default**"), require the Contractor to remedy such default, at the Contractor's sole expense, within forty-eight (48) hours of the delivery of the Notice of Default to the Contractor. The Contractor shall be in compliance with the Coop's instructions if:
 - i. The Contractor corrects the default with the time specified in the Notice of Default; or
 - ii. If the Default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the default within the time specified in the Notice of Default, and additionally, the Contractor provides a schedule to correct default acceptable to the Coop and the Contractor corrects the default within the time set out in the schedule agreed to by the Coop.
- b. In the event that the default is not corrected in accordance with this clause to the Coop's satisfaction, or in the event of urgent circumstances where the giving of a written Notice of Default is impossible, or impracticable, as may be determined by the Coop in its sole and unfettered discretion, the Coop may, without prejudice to any other right that the Coop has pursuant to this Contract, or at law;
 - i. terminate the Contractor's right to continue with the provision of the Work of this Contract, in whole or in part;
 - ii. terminate the Contract forthwith;
 - iii. correct the default at the Contractor's expense and deduct the cost of same from any amount of monies that may be, or become, due and owing to the Contractor, or

- iv. complete the Work, or allow another independent contractor to provide the uncompleted portion of the Work if results are not satisfactory to the Coop or in the event that the schedule for the performance of the Work is not being met by the Contractor.
- c. The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the Coop as a result of the Contractor's failure to correct the default, or the termination of the Contractor's right to continue with the provision of the Work of this Contract, in whole or in part, or the termination of the Contract forthwith, shall be a debt immediately due and owing by the Contractor to the Coop which debt may be offset by the Coop against any monies payable to the Contractor pursuant to this Contract or any other monies payable by the Coop to the Contractor. The exercise by the Coop of the rights pursuant to this clause shall not limit any other remedy the Coop may have pursuant to this Contract or at law.
- d. This Contract may be terminated for convenience by the Coop at any time by giving forty-eight (48) hours written notice of termination for convenience to the Contractor (the "**Notice of Termination for Convenience**"). The effective date of the termination for convenience shall be set out in the Notice of Termination for Convenience. The Contractor's right to consideration shall be limited to payment for Work provided and not previously paid for up to the effective date as set out in the Notice of Termination for Convenience. The Contractor specifically agrees that the Notice of Termination for Convenience and consideration set forth in this clause constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Contractor as a result of the termination for convenience of this Contract. In the event this Contract is terminated for convenience, the Contractor shall provide the Work required by this Contract up to and including the effective date set out in the Notice of Termination for Convenience and shall, upon request, provide the Coop with a written report on the Work rendered to the time of termination for convenience. Except for any such report, the Contractor shall not provide any further Work subsequent to the effective date set out in the Notice of Termination for Convenience.

Section 1.33 Maintenance

Neither payment for a completed work package nor any provisions in the Contract Documents shall relieve the Contractor from responsibility for faulty workmanship which appears within a period of eighteen (18) months from the date of the completion of the work package. The Contractor shall remedy any defects and pay for any damage to other Work resulting therefrom which appear within such period. The Coop shall notify the Contractor of faulty workmanship, after which the Contractor shall remedy the same within thirty (30) days.

The Contractor shall be responsible for correcting or at the discretion of the Coop, compensating for, at his cost, work which is not to the standards specified by the Coop. This warranty shall extend for eighteen (18) months.

The Manager shall promptly give notice to the Contractor of observed defects. The Contractor shall repair or replace any defect, in the form and manner directed, within the time set out in the notice, all to the satisfaction of the Manager.

Notwithstanding the provisions of this section, if any law in force in the Province of Alberta creates a more extended liability for faulty workmanship, then the provisions of such law shall apply.

Section 1.34 Force majeure

In the event either party is delayed or unable to perform any part of its obligations hereunder due to labor disputes, strikes, walkouts, fire, unusual delay by common carriers, unavoidable catastrophe, public health crises such as pandemics or epidemics, or circumstances of any kind beyond the control of such party including without restricting the generality of the foregoing, acts of God, fire, war, governmental regulations or otherwise, such party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered or delayed by such causes. Upon the occurrence of the events as above, such party shall notify the other party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the party be delayed, hindered or prevented from performing any part of its obligations hereunder, be liable to the other party for any damages, howsoever sustained by the other party, or for any failure to perform any act, or nonperformance of any obligations hereunder due to the aforesaid circumstances.

Section 1.35 Reversion to work on a formal force account basis

In the event that the Coop initially intends to retain the Contractor primarily on a Unit Price basis, with some Work being done a Force Account basis, but should business conditions not favor the continuation of work on a Unit Price basis, the Coop reserves the right to revert to a Force Account basis. In such event, the terms of this Contract continue to apply. Nothing in this Contract shall limit the Coop and the Contractor from negotiating an addendum to this Contract to carry out work on a different contractual basis.

Section 1.36 Formal review

The Coop and the successful Contractor will formally review the operation of the Contract a minimum of two (2) times over the duration of the Contract. The intent of this clause is

for either party to bring to the attention of the other, minor problems and difficulties that have been experienced, so that they may be resolved before they develop into major issues. Review meetings will also provide the opportunity for the Coop to present updates on Work volume forecasts.

Section 1.37 Mobilization, de-mobilization and travel

Mobilization and de-mobilization of the Contractor's crews will be at the request of the Coop. Unit Price Crews shall not receive separate payment for mobilization, de-mobilization or travel. The Coop shall make every effort to provide the Contractor with one week's notice when mobilizing or de-mobilizing crews. When an hourly rated crew is mobilized, the Coop shall pay the Contractor for travel at the tendered hourly rate.

Section 1.38 Severability

If any term, condition or provision of this Contract or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

Section 1.39 Further Assurances

Each of the parties to this Contract shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Contract.

Section 1.40 Governing Law

This Contract shall be governed by the laws in force in the Province of Alberta and the courts of Province of Alberta shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

Section 1.41 Enurement

This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

Section 1.42 Singular, Plural, and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Contract, the same shall be construed as meaning the singular, plural, masculine,

feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

Section 1.43 Headings

The headings in this Contract have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this agreement or any provision hereof.

Section 1.44 Counterparts

This Contract may be executed in any number of counterparts, and may be delivered originally, by facsimile, by Portable Document Format ("**PDF**") or by other electronic means and each such original, facsimile copy, PDF copy or electronic copy when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under their respective signatures duly attested by their proper officers fully authorized in that behalf all as of the day and year first above written.

BATTLE RIVER POWER COOPERATIVE REA LTD.

Per:

[THE CONTRACTOR]

Per: