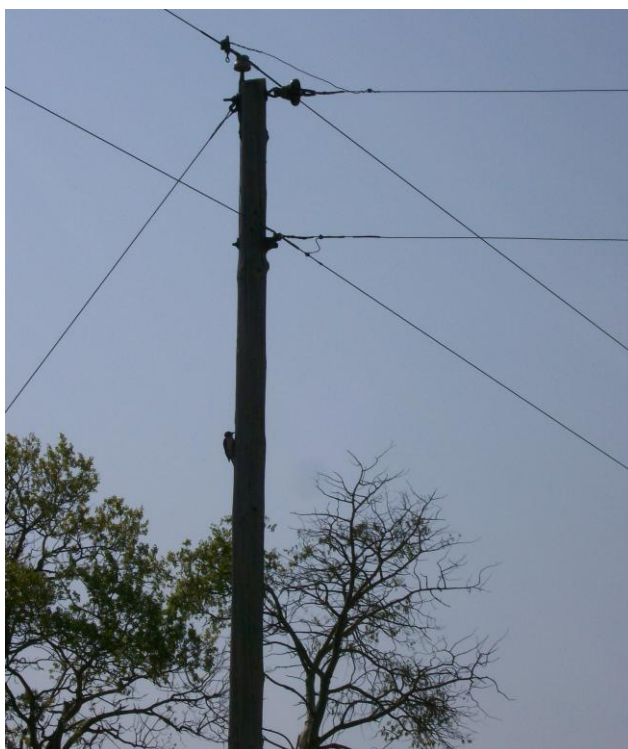


Form #145

TENDER PACKAGE FOR POLE TEST & TREAT

2026 Pole test and treat for West Wetaskiwin

Tender Number: 2026 WW PTT



Contents:

1. Invitation to Tender
2. Instruction to Bidder
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Section 1: Invitation to Tender

Battle River Power Coop

INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders
for:

2026 WW Pole test and treat.
(the "Work")

Tender Number: 2026 WW PTT

Will be received.
by:

Battle River Power Coop
(the "**Coop**")

at: contracts@brpower.coop

Time and date for Tender Closing is:

1:00:00 p.m. MST on March 25, 2026
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to:
Pole Test & Treat (the "Work") as set out on the list of specifications described as follows:
 - **Inspecting, Recording, Tagging & Treating**
2. The **Coop's** consultant for the Work is Michel Deveau, **Safety Codes Officer**.
3. 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\$. Deposits paid to obtain the specifications will be refunded to unsuccessful bidder(s) at the discretion of the **Coop**.
4. All written inquiries regarding the technical aspects of the specifications for the Work shall be faxed to Michel Deveau, **Safety Codes Officer**, however the bidder(s) 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. Telephone inquiries and email inquiries will not be replied to.
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 Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the Coop for a period of thirty (30) days _____ following the end of the day of the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

Battle River Power Coop

INSTRUCTIONS TO BIDDERS

1 BACKGROUND

- 1.1 The Battle River Power Coop (the "Coop") is seeking tenders for the supply of the following services and work, pole test and treat for West Wetaskiwin REA (the "Work") as set out on in the Invitation to Tender and Appendix "A" to these Instructions to Bidders. The Work shall meet, or exceed, the specifications described in Appendix "A" attached hereto (hereinafter the "Specifications").
- 1.2 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 designate 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 April 1st, 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 1:00:00 p.m. March 25th of 2026 ("Tender Closing"). 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 about whether or not 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.

3 TENDER FORM

- 3.1 Each Bidder shall submit a complete tender on the Tender Form which forms part of the Tender Documents 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 words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties, labour, 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 (hereinafter referred to as the "Tender Sum"). 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, the Coop shall be entitled to accept a Tender in such form as the Coop in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.
- 3.4 The Coop shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy 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 and actually received by Kevin Szelewicki of the Coop prior to the Tender Closing. 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 48 hours of the Notice of the Withdrawal, Modification or Clarification.
- 3.6 The Coop will not be responsible for any of the costs of preparation of the Tender by the Bidder.

4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1 All documents submitted to the Coop will be subject to the protection and disclosure provisions of Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the Coop's custody or control. It also prohibits the Coop from disclosing the Bidder's personal or business information where disclosure would be harmful to the Bidder's business interests or would be an unreasonable invasion of personal privacy as defined in sections 15 and 16 of FOIP. Bidders are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the Coop cannot assure Bidders that any portion of the Bidder's documents can be kept confidential under FOIP.

5 TENDER DOCUMENTS

- 5.1 The documents for the Tender are:
- Invitation to Tender
 - Instructions to Bidders
 - Specifications noted in Appendix "A" hereto
 - Tender Form attached as Appendix "B" hereto
 - Contract attached as Appendix "C" hereto.

(hereinafter collectively referred to as the "Tender Documents")

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:
- 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;
 - the major items of equipment the Bidder propose to use to complete the Work over the term of the Contract;
 - a listing of personnel according to their classification or trade;
 - list of owned equipment;
 - list of owners and officials of the Bidder;
 - bank reference letter for the Bidder in a form satisfactory to Coop;
 - list of previous clients;
 - volume of similar work previously completed by the Bidder;
 - references;
 - copies of any pertinent labour agreements;
 - copy of safety policy, outline of safety program, and safety statistics for five (5); prior;
 - list of and value of contracts currently in progress;
 - list of other projects being tendered on; and
 - financial statements for prior 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 shall be reported in writing to the Coop at least 10 calendar days prior to the Tender Closing. Where necessary the Coop shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.
- 6.2 Should a Bidder fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 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 supercede 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.

7 ADDENDA

- 7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender 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. Verbal representations shall not be binding on the Coop nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to Michel Deveau of the Coop.

8 TENDER & TENDER DEPOSIT

- 8.1 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. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2 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.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
 - 8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and
 - 8.3.2 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;

- 8.3.3 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;
- 8.3.4 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
- 8.3.5 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.
- 8.4 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.
- 8.5 The Bidder is required to submit with its Tender, 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 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 9 within the specified time frames.
 - 8.5.1 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
 - 8.5.2 The Coop will not pay any interest on money furnished as security.
- 8.6 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.

9 INSURANCE AND PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

- 9.1 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.
- 9.2 The Successful Bidder shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 9.3 The Successful Bidder shall provide all required insurance to the Coop no later than 10 working days after receipt of a Letter of Intent from the Coop provided in accordance with Article 13.

- 9.4 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, both of these bonds shall be referred to as the "Bonds".
- 9.5 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.
- 9.6 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 50% of the Contract Price.
- 9.7 The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period as defined in the Contract.
- 9.8 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.
- 9.9 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.
- 9.10 The Successful Bidder shall provide all required Bonds to the Coop no later than 10 working days after receipt of the Letter of intent from the Coop provided in accordance with Article 13.
- 9.11 The Successful Bidder shall supply all required Bonds before any Work is undertaken by the Successful Bidder.
- 9.12 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.

10 SITE CONDITIONS

- 10.1 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.

- 10.2 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. The Coop and the Coop's Consultants, if any, assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Tender Information. Bidders who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.
- 10.3 The Bidder's obligation to become familiar with the information described in Article 10.1 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.

11 PRIME COST AND CONTINGENCY SUMS

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

12 PERMITS AND INSPECTIONS

- 12.1 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.

13 SUCCESSFUL BIDDER

- 13.1 Award of Contract by the Coop occurs once the Bidder receives a Letter of Intent duly executed by Michel Deveau, Safety Codes Officer of the Coop after Michel Deveau, has been duly and legally authorized by the Coop to send such Letter of Intent.

14 TENDER EVALUATION CRITERIA

- 14.1 Each Tender will be evaluated on the basis of 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 criteria 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.

- 14.2 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 criteria are as follows:

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

15 WORKERS' COMPENSATION

- 15.1 Each Bidder is to submit with its Tender, a letter of account from the Workers' Compensation Board – Alberta. This letter is to be current and not dated 14 calendar days prior to the Tender Closing.
- 15.2 The Bidders who do not have an account with the Workers' Compensation Board-Alberta shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.
- 15.3 If the Bidder is performing work in any exempt industry within the meaning of the Workers Compensation Board Act (the "WCB Act") and does not carry coverage, the Bidder acknowledges that
- 15.3.1 the Coop is subject to a deeming order under s. 11(2) of the WCB Act (the "Deeming Order"); and
 - 15.3.2 the Deeming Order states that all of the Bidder's employees, directors, proprietors, partners or employees are deemed to be Coop employees for the purposes of the WCB Act while performing work for the Coop; and
 - 15.3.3 the effect of the Deeming Order is that the Bidder's employees, directors, proprietors and partners who are injured while performing work for the Coop under the Contract, have no right to sue anyone and are limited to a claim under the WCB Act.
- 15.4 The Bidder shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.
- 15.5 The Coop will reject any Tender which fails to comply with the provisions set out in Article 15.

- **REGISTRATION**

- 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 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 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, that the Coop has no obligation to disclose such criteria nor employ the criteria listed in Article 14 Tender Evaluation Criteria.
- 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 17.1 and 17.2 herein.
- 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 The Coop will not attempt to obtain a lower price for the same Work that the Bidder originally bid on, but may attempt to obtain a lower price for revised Work. 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 Bidders 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 during the course of which the Contractor is decertified from the C.O.R. program or has their temporary letter of certification expire.

18.5 The Coop will reject any Tender which fails to comply with the provisions set out in Article 18.

19 AGREEMENT ON INTERNAL TRADE and TRADE, INVESTMENT and LABOUR MOBILITY AGREEMENT

19.1 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, (“AIT”) and the Trade, Investment and Labour Mobility Agreement (“TILMA”) apply to this Tender.

20 ACCEPTANCE OR REJECTION OF TENDERS

20.1 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, 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;
- f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the Coop’s sole and unfettered discretion be rejected or accepted.

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 after Tender Closing time with the Bidder that the Coop deems has provided the most advantageous Tender; in no event will the Coop be required to offer any modified terms to any other Bidder prior to entering into a Contract with the Successful Bidder and the Coop shall incur no liability to any other Bidders as a result of such negotiation or modification.

21 LAW AND FORUM OF TENDER

21.1 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 are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

22 ACCEPTANCE PERIOD

- 22.1 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. The time and date of the Tender Closing is as defined in the Invitation to Tender.

APPENDIX “A”

Specifications/Scope of Work

General Work Requirements:

Provide an all-inclusive unit price for manpower, equipment and material to record, test for decay and treat (for insects only) approximately **1822** rural poles on the West Wetaskiwin Distribution System. See table below for townships being tested.

TWP & RNG	# of poles
47-26-4	351
47-27-4	469
48-27-4	10
46-27-4	441
46-26-4	432
45-27-4	119
	1822

All work will be completed using the BRPC Pole Plant Standards and specifications, Contractor Standards and specifications, government regulations and industry best practices.

Timelines: April 1st to October 15th, 2026

Work Area's:

Within parts of West Wetaskiwin REA

West Wetaskiwin

Material/Inventory/Warehousing:

BRPC will supply area and detailed maps for the areas to be tested.

The contractor

- Will be accountable to provide all material and is responsible for any losses.
- Is responsible for transporting all material to and from the work site.

Locates and Permits

Prior to any ground disturbance it is the contractor's responsibility to contact First Call and or the facility owner to obtain locates including site visits as required. He will coordinate this activity and advise BRPC if any issues are identified.

BRPC will identify the general area of high-pressure gas line and right of ways.

The contractor is responsible to obtain locates, permissions and permits to work on or near these sites in accordance with the pipeline act and BRPC practices.

Member/Landowner Contact:

It is the contractor's responsibility to contact all landowners prior to entering their property.

Any damage claims ie fences, ruts etc will be the contractor's responsibility

Any fees or costs associated with non-compliance will be at the contractor's responsibility.

Any discrepancies to resolve a dispute will be completed by BRPC and may be invoiced to the contractor.

Work Scheduling:

This project will be completed with a minimal amount of impact to our members.

Work coordination will be required to minimize this impact.

Hours of work will be from Monday to Friday from 8am to 5 pm unless otherwise approved by BRPC.

If special circumstances arise work will be relocated or stopped ie funeral or religious belief etc

If inclement weather results in the inefficient operation or excess damage the work will be stopped until conditions are conducive to good work practices.

BRPC will not pay for down time as a result of weather conditions.

Communication:

The contractor will provide an adequate communication system that is compatible with BRPC's.

The contractor is responsible to advise the Operations Clerk and the OIC of their location and the time frame.

BRPC will track the location of all crews for safety and operational reasons.

Project Supervision:

It is the contractor's responsibility to provide the site supervision, quality control and HS&E monitoring.

BRPC will assign a project coordinator and reserves the right to inspect the work and the work site at any time. Any deficiencies will be corrected in a timely manner, or the contract will be terminated.

Health, Safety & Environment

Battle River Power Coop will require the contractor to comply with all HS&E requirements as noted in the contract document.

The Quality Control and Maintenance Planner or designee will complete bi-weekly documented work site visits.

Battle River Power Coop will require the contractor to accept and apply all applications of the prime contractor responsibilities.

Alternately on a biweekly basis the Supervisor or designee will complete a Work Activity Audit on Test and Treat Crews and formally document all findings on the appropriate form

ATV/OHV

All contract personnel are to be formally trained in operations and hazards associated with ATV operation and training certificate or letter verifying individuals trained to be provided and filed with Battle River Power Coop Pre-Qualified Supervisor.

When operating an all-terrain vehicle or snow vehicle as defined in the off-highway vehicle act, the worker shall wear protective headgear that has been approved by one of the following standard setting organizations for use as protective headwear in motor vehicle applications:

- Canadian Standards Assoc. (CSA CAN3-D230-M85)
- American National Standards Institute (ANSI)
- Snell Memorial Foundation
- British Standards Institution

Safety Glasses

Approved safety glasses are to be worn by Test and Treat crew personnel while performing all tasks associated with testing and treating of poles.

First Aid

Field locations have specified hazards deemed High Risk Hazards and will require the following for each truck in the field:

- One #2 First Aid Kit
- Each crew member is the holder of a standard First Aid Certificate

Clothing

Test and treat crews will have available and wear F.R.C clothing when directed by Battle River Power Coop.

Underground Service Risers

Extreme caution is required when excavations are required by test and treat crew personnel at poles with underground services attached. Contact Operator in Charge (OIC) or Contract Administrator to assist or supervise the excavation.

WHIMIS/TDG

All lead testers shall have a valid WHIMIS certificate. A valid TDG certificate is required if the crews are handling or shipping any hazardous material.

Tailboards

Tailboards must be completed as per OH & S regulations and the contractor's company policies.

The contractor will provide Battle River Power Coop with a copy of crew tailboards for review every two weeks.

Safety Meetings

The contractor will provide Battle River Power Coop with the Safety Meeting minutes the crews attended for the duration of the contract.

Quality Control

It is the contractor's responsibility to provide the quality control for the assigned work and provide the BRPC Supervisor with a weekly report.

BRPC will conduct quality control audits to ensure the contractors hired to carry out the test and treat within the distribution system are doing quality work and are completing all requirements, as described in Part II.

The audit involves:

Completing a random two per cent sampling of the test population to check that proper drilling, plugging and tagging has occurred on poles that are to remain in service.

Completing a random two per cent sampling of the population to check that proper drilling, plugging and tagging for internal treatment has occurred.

Check calculations to confirm that original circumference – decay deduction = present circumference.

Verify the required circumference is accurate as per the pole strength table.

Records

To aid the contract inspectors in identifying line ownership, a color-coded map with legend will be provided at the start-up meeting and **all maps** must be returned to Battle River Power Coop at the end of the contract.

Pole inspectors are to record all poles and associated information using an electronic Pole Inspection Data System that will produce the data in an excel format.

All information, inspection data, treatment and recommended actions must be accurately recorded and reference the associated map. The correction of this data will be at the contractor's expense

Match "line segments" indicated on master map with "numbered line segments" documented on hardcopy or electronic record.

The number of poles on the master map "line segment" equate to the numbers indicated in the records.

Verify that pole sequence numbers on the master map matches the pole sequence numbers in the records.

Verify ownership indicated in the records as Fortis or BRPC matches color coding on master map.

Inspectors are required to send all completed Pole Inspection information to the Battle River Power Coop Quality Control and Maintenance Planner, both electronically and on hard copy.

Battle River Power Coop will be the sole owner of all records.

The Pole Inspection information will be used to administer the test and treat contract payment.

The Pole Inspection Report will be used to define the scope of work for the pole change and stubbing requirements.

Project Accounting, Invoicing & Tracking:

Invoices must be submitted within two weeks of an area being completed and will be paid as per the contract using the all inclusive established unit rates and any approved extras

To assist in assigning expenses to the appropriate budget (Operations & Maintenance or Capital), contractor invoices will provide a breakdown of test and treat activities based on pole age. (See Part II for details).

O&M tasks and Capital tasks must be indicated separately on all invoices.

Invoices with the records attached must be submitted within two weeks of an Coop being completed along with either the hard copy or electronic Excel copy of the data.

The tasks indicated on the invoice match with tasks indicated on the Pole Inspection Record, hard copy and the electronic version.

Any extras or costs not included in the agreed rates must have approval from the Quality Control and Maintenance Planner prior to the work being undertaken. If this approval is not obtained BRPC will not pay the expense

Ensure that all information is true and accurate.

Part II – Test and Treat Technical Detail

2.1 Crew Qualifications

LEAD INSPECTOR shall be well trained to recognize decay and other defects, calculate wood pole strength from the tables in the appendices, determine the pole pole species, complete the hazard analysis/tailboard, prepare the field report and organize the work. They shall hold a valid driver's license and be well versed in dealing with members and landowners.

ASSISTANT INSPECTOR shall train under a Lead Inspector until he becomes competent in all aspects of decay and other defect interpretation, wood pole strength determination, pole species identification and other duties the Lead Inspector must be qualified in to perform independently. This period of training will usually be approximately 5000 poles under direct supervision.

LABORER must be physically fit to undertake the rigorous work of excavation and back filling. Will have knowledgeable in product application and job quality. Shall be able to recognize the obvious rejects and exercise caution where called for, such as on poles with underground services.

CONTRACTOR to have a current and recognized Safety Program. Battle River Power Coop and contractor personnel to obtain permission prior to entering private property.

TESTING includes visual inspection, sound testing, excavation and drilling to determine if the pole has sufficient strength to support the load it carries. Poles requiring testing include:

- In-service poles scheduled for test and treat.
- Poles which are to bear additional loads.
- Poles in doubtful condition.

TREATMENT means the application of a preservative to eliminate ants.

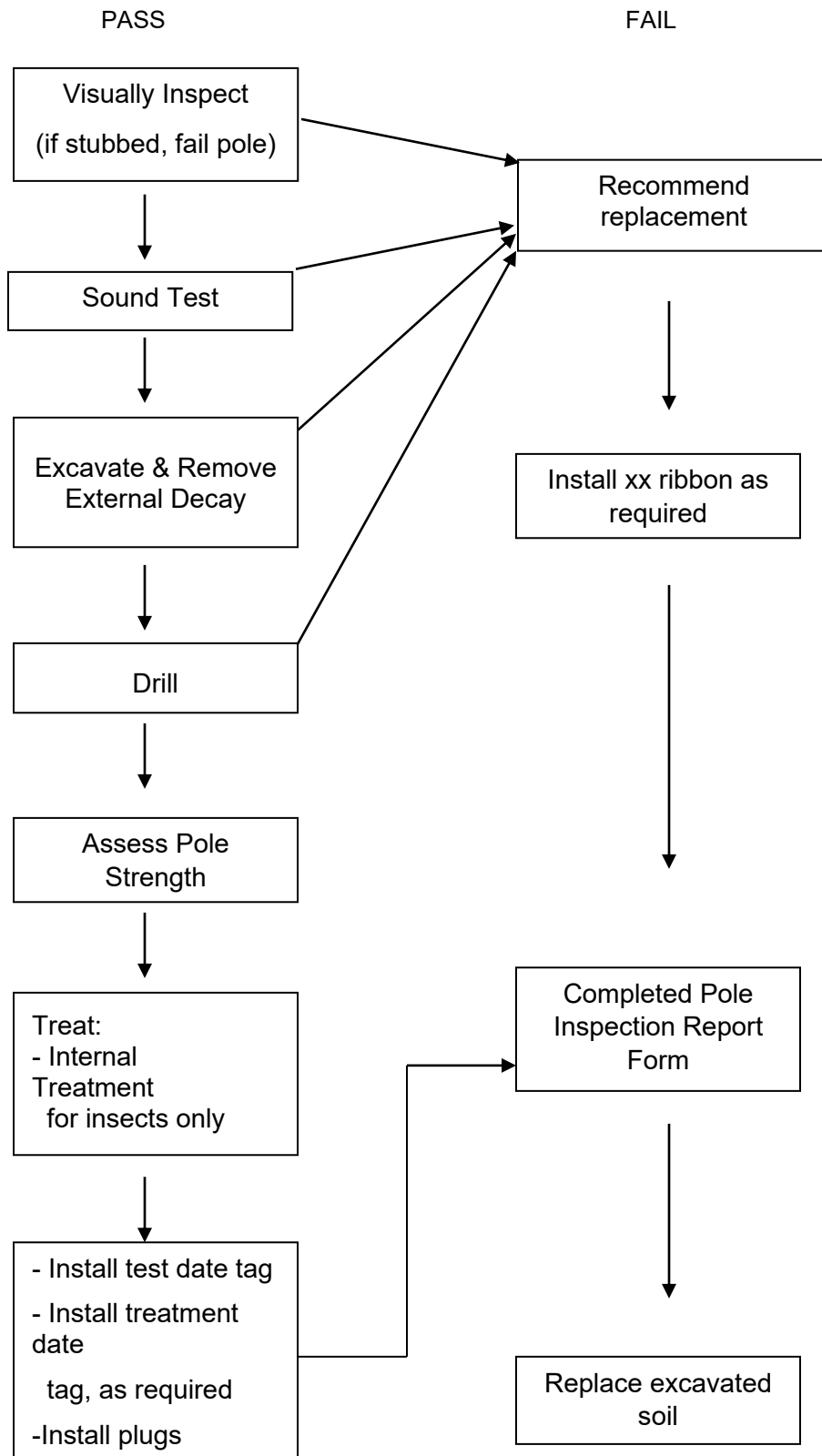
Pole testing, treating, stubbing and replacement should be done only by trained and competent personnel.

2.2 Process

Each step in the test and treat process is to be conducted consecutively, in the order indicated on the flow chart below. Not all steps may be required – specific requirements based on the age of the poles are provided in this section.

If the pole fails any test during the process, further testing is to be aborted and recommendations made for further action.

TEST AND TREAT PROCESS FLOW CHART



2.3 Visual Inspection

A thorough above ground inspection is done first to detect defects such as split tops, through checks, lightning damage, shrinkage or discoloration at the top of poles. Defects should be reported on the Pole Inspection Report form so that further investigation can be made by a lineman. Broken poles, including poles with cracks or cross breaks, should be immediately condemned for replacement.

Sawdust in checks or on the ground at base of pole is indicative of the presence of carpenter ants or bees in the upper part of pole. If present, continue with sound testing and drilling to determine the extent of the damage.

2.4 Sound Testing

Sound testing is used to detect decay inside the pole. Use a hammer to strike the pole around the sides from the ground line to about eight feet above the ground line. The minimum number of sounding marks per pole required is as follows: Four sounding marks in the first foot of poles starting at ground line (one in each quadrant of the pole). Twelve sounding marks in the remaining height of the pole should be evenly distributed in all four quadrants of the pole, unless a pocket is detected at a particular sounding mark then additional sounding will be required. The hammer blow will usually detect rot immediately below the surface by breaking the thin outer shell of sound wood. Remove this as external decay.

2.5 Excavation/External Decay Removal

**** Extreme caution is required for excavations to be undertaken on poles with underground cables attached***

Excavate the base of the pole to expose decay below the ground line. Remove the soil around the pole to a minimum of six inches.

Decayed wood on the surface can best be detected by inserting a knife blade about 1/8 inch below the surface and prying a splinter loose. If the splinter pulls along the grain from the wood, the wood is sound. If the wood is broken without forming a splinter, the wood should be considered decayed.

Probing - Probing is used to detect decay in checks and exposed pockets. It is done with a piece of steel wire 6 inches long and about 1/8-inch diameter (the reinforcing wire from scrap ACSR is ideal). Jabbing sharpened bars into the surface of a pole is prohibited as this may damage fungus resistant wood and allow decay to start in less resistant areas. The surface of the pole should be probed concentrating on areas near and in deep checks. If the wood is felt to yield under pressure, decay should be suspected.

All external decay, including decay in enclosed pockets and checks, must be removed before taking circumference measurements. If decayed wood is included in these measurements, the strength of the pole will be over-estimated. Also, decayed wood on the surface or in pockets may deprive sound wood of treatment. Suitable tools for removing decay include, scrapers, wire brush, hatchet, and wood chisel.

Take care not to remove sound wood as this will weaken the pole. After removing the decay, form a taper to about 6 inches above the ground line to provide a smooth surface.

2.6 Drilling – Hollow Heart Effective Shell Thickness

To detect Hollow Heart, the pole should be drilled at least three times at a minimum depth of 6 inches below ground, angling the bit at 45° and drilling toward the center at the N, SW and SE quadrants. The drill is to be 12.5 mm (1/2"). Depth of bore should be 200-250 mm minimum depending on circumference of pole.

**** Extreme caution is required for excavations to be under taken on poles with underground cables attached***

While drilling, note any change in the rate of the penetration of the drill – the sudden collapse of wood under the drill indicates decay. Powdery borings also indicate decayed wood.

After completing three drillings, measure the length of sound wood in each hole using the Shell Thickness Indicator or another acceptable method. The radial thickness of sound wood in the shell is calculated by multiplying these measurements by 2/3. To find the “Effective Shell Thickness,” disregard the largest thickness and take the average of the two smaller thicknesses.

Poles with an effective shell thickness of less than two inches are to be condemned.

If the pole is to be maintained in service, all drilled holes must be plugged with tight plastic plugs that are removable for future inspections. If this plugging is not done, decay organisms will have easy access to wood, which may be less decay resistant. A supply of appropriately sized treated dowels, four inches long or threaded plastic is required for plugging the holes.

2.7 Pole Strength Assessment

After external decay has been removed and drilling completed, measurements to assess strength are made as follows:

- **Minimum Measured Circumference**

On poles where there has been no loss of wood, a thin (1/4-inch-wide) flexible measuring tape should be drawn tightly round the pole at the ground line; this measurement will be the “minimum measured circumference.”

On poles that have been cleared of rot near the ground line, the measurement should be made over the trimmed portion. A series of measurements down the trimmed portion may be required to determine the smallest measurement. This smallest measurement will be the “minimum measured circumference.”

- **Exposed Pockets**

The width and depth of all exposed pockets should be measured. The length of the pockets along the pole axis is not significant.

- Measure the width of the pocket at its widest point. If the pocket widens below the surface of the pole, estimate this width.
- Measure the depth of pocket (the distance across the growth rings toward the center of the pole) by tightly drawing the measuring tape from the surface opening of the pocket to the sound wood inside the pole.

After each exposed pocket has been measured, deduct pocket allowances from the minimum measured circumference (i.e. pocket or pockets).

- **Effective Circumference & Required Circumference**

The Effective Circumference of a pole is a measure of its actual strength. It is found by deducting allowances for exposed pockets and Hollow Heart from the minimum measured circumference.

The Required Circumference is a measure of pole strength necessary to support its conductors and other attachments. The Wood Pole Strength Table gives the basis for calculating these requirements.

When a line is to be inspected, note the factors common to each pole.

If the Effective Circumference is equal to or greater than the Required Circumference (that is, the pole is strong enough to support its load), recommend treatment, depending on pole age.

- **Assessing Above Ground Strength**

The procedures outlined above are usually adequate for assessing the strength of a pole. However, there may be circumstances when it becomes necessary to check the strength of the above ground portion of the pole. These circumstances include:

- When a line is to be loaded with three phasing or larger conductors, or when heavy banks of transformers are to be installed.
- When there has been no ground line deterioration, but sapwood has rotted on the above ground surface of the pole.
- When poles appear to have extreme taper, rot or obvious damage such as bird holes.

If there are decay pockets in these areas, use the Wood Pole Strength Table to make the necessary deductions.

2.8 Treatment

If the pole has sufficient strength, proceed with treatment as per the requirements in this section.

- **External Treatment (Bandage)**

This task will not be applied as part of this tender

- **Internal Treatment**

Apply to FLPT poles with serious Hollow Heart resulting from insect infestation.

- **Treatment requirements**

Internal treatment consists of a number of products currently on the market. Active ingredients may include a number of chemicals that are designed to remove or kill insects.

2.9 Treatment application

Internal Treatment Application:

Internal pole treatment is a system used to effectively control and prevent the internal infestation of wooden utility poles by insects.

Installation instructions:

Follow the manufacturers' label instructions. A removable plug is preferred to allow for an inspection and also to re-access the hole to do subsequent re-treatment without drilling extra holes.

This drill pattern and hole location will allow the migration of the active ingredients within the pole to dome up to the upper threshold and down to the lower levels (450mm) below ground line. This application procedure is in compliance with label instructions and manufacturer's labeling.

Internal Flood

Depending on the results of the test at each applicable pole, a field decision will be made by the tester to internal flood the pole to insects at or above the ground line area. The installation and amount of chemical will be determined by the manufactures specifications.

To ensure each pole receives the required amount of liquid treatment, ensure product is injected slowly and that no air pockets are created to give the false impression that the bore is filled.

2.10 Other Recommendations

While treatment is to be completed by the pole inspector, decisions on type of stub, guying, or replacement will rest with the supervisor.

- **Stubbing**

BRPC will not be stubbing any poles, if stubbed poles are found during inspection they should be tagged as a failed pole and recommended for change.

- **Guying**

Where poles are inadequate because of side load due to unsupported services, guying should be recommended. With guying, treatment or stubbing may be adequate to maintain the poles in service.

- **Replacement**

Only poles that cannot be maintained by treatment or guying should be recommended for replacement. These include broken poles, poles that have both internal and external decay at the ground line area and poles that have Hollow Heart with effective shell thickness less than two inches. Poles in this condition have deteriorated where they have become unsafe and are not economical to maintain.

2.11 Tag Installation

2.11.1 Inspected and Treated Poles

- **Inspected Only** – Attach a dated test tag at eye level on the roadside face of the pole.
- **Inspected and Treated** – The dated test tag and pole group year tag is to be attached to the pole at eye level on the roadside face of the pole. If internal treatment was applied, the dated product tag will be installed at eye level on the roadside face of the pole.

2.11.2 Poles Requiring Additional Attention

Inspected poles requiring additional attention or replacement must be marked with a metal tag and XX marker ribbon stapled to the pole. The marker ribbon should be placed not less than 5 and not more than 7 feet above the ground line.

Emergency poles as defined previously, will also be tagged with a metal tag and two wraps of XX marker ribbon. Replacement marked poles will be changed in the same year as the test.

If any pole poses an immediate hazard (danger pole), the exact location and type of structure must be identified and the pole tagged with a metal tag and three wraps of XX marker ribbon. The Operations Supervisor & Quality Control and Maintenance Planner are to be notified immediately. When evaluations are completed after normal working hours or on weekends, contact After Hours Assistance (TCI) to advise the lineman On-call of the situation

2.12 Pole Inspection Report Form

The Pole Inspection Report form is the primary record of all test and treat activities and the basis for administering payment to contractors.

Specific instructions on completing each section of the form are provided. It is important that each portion of the form be completed accurately with abbreviations and codes provided to be used consistently for ease of budgeting and analysis.

- a. All inspection data, treatment and recommendations are to be included on the Pole Inspection Report form.
- b. All Pole Inspection Report form numbers are to correspond to the line segment numbers indicating the location and pole number on the master map.
- c. One clean master map to be provided with numbered segments corresponding to the Inspection Report numbers.
 - One master map for a combination of BRPC poles in a block.
 - Inspection routes and numbering will follow the BRPC line segments following the map sequence.
- d. All Pole Inspection Report forms are to indicate the specified Coop so that the appropriate WO numbers can be charged. (To aid contract inspectors in identifying line ownership, a color-coded map with legend will be provided at the start-up meeting.)
- e. Inspectors are to indicate on a new, clean map all pole replacement locations noted on the Pole Inspection Report form.
- f. All Pole Inspection Report forms are to be sent both electronically and on hard copy to the Battle River Power Coop Quality Control and Maintenance Planner. Battle River Power Coop will be the sole owner of all records.

2.13 Invoicing

Contractor invoices must indicate the number of poles tested, recorded and/or treated.

Summary sheet indicating number of poles in each age group and tasks completed to accompany each invoice by Work Order Number.

2.14 Task Codes

A – Test, bandage, record

T – Bandage and record (treat)

I – Test and record (inspect)

V – Visual, sound, and record

L – Internal treat decay or ants (liquid)

2.15 Test and Treat Requirements

Pole identification information is provided.

Testing years are explained below.

Before starting excavation on any pole, check that it should be tested. The following categories of poles **DO NOT** require testing:

(i) Full Length Pressure Treated Poles (F.L.P.T), depending on age

These may only be required to be recorded.

- **Broken Poles**

These poles should be immediately condemned for replacement.

- **Severely Decayed Poles**

Poles so obviously decayed at the ground line or pole top that the minimum required circumference would not be met are usually condemned for replacement.

2.15.1 25 Years and Older Butt-Treated & F.L.P.T. Poles

- Visually inspect, sound test, excavate, drill and assess the strength of each pole according to the instructions. If the pole fails any test, stop testing and go to number 3.
- If the pole passes all tests:
- Install a test date tag below the previous test date tags.
- Treat internally for insects only using the approved treatment if required.
- Install a treatment date tag.
- Determine further action required (i.e.replacement) and tag the pole accordingly.
- Record inspection data, treatment and recommended action (if any) on the Pole Inspection Report form.
- Replace the excavated soil.

*NOTE: Use extreme caution around poles with underground services attached. Obtain the supervision of a qualified utility employee.

2.15.2 24 Years and Newer F.L.P.T. Poles

1. Visually inspect and sound test. If the pole fails either test, stop testing and go to number 3.
 - If the pole passes all tests:
 - Install a test date tag below the previous test date tags.
 - Treat internally for insects only using the approved treatment if required.
 - Install a treatment date tag
2. Determine further action required (i.e. replacement) and tag the pole accordingly.

Record inspection data, treatment and recommended action (if any) on the Pole Inspection Report form.

*NOTE: Use extreme caution around poles with underground services attached. Obtain the supervision of a qualified utility employee.

2.15.3 Other Poles

Stub Poles

- Condemn pole and tag for replacement

Burned Poles

For poles that have been scarred by a prairie fire but still have adequate strength to remain in service, install a bandage (if burned at ground line) and apply an internal treatment to deter infestation of insects and ingress of fungus at ground line.

APPENDIX “B”

OPERATIONS & MAINTENANCE

Form of Tender

Dated the _____ day of _____, 20_____

Between

Battle River Power 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

Install Tag	_____
Record, Sound & Visual (24 years and newer)	_____
Record, Sound & Inspect (25 years and older)	_____
Treat (for insects only)	_____
GPS Poles	<u>N/A</u>

Force Account

All Found Hourly rate _____ per hour for 2 person crew.

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:

○ **Meaning of terms**

The following words shall, where the context allows, bear the following meaning in the Contract Documents:

- “Contractor” shall mean the Tenderer who’s Tender has been accepted.
- “Contract Documents” shall mean the Tender Documents, such part of the Tender as is accepted by the Coop, the executed form of Contract, if any, and all specification(s) and drawing(s) 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.
- “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.
- “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.
- “Tenderer” shall mean any party or parties tendering on the Work, or the successful Tenderer who later becomes the Contractor for such Work.
- “Tender Documents” shall mean the Invitation to Tender, Instructions to Tenderers, Form of Tender, General Conditions, Appendices and any Addenda to the foregoing.
- “Work Unit” shall mean a part of the Work for which a Unit Price has been tendered.
- “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.
- “Right-of-Way Work Package” shall mean a component of the total “Work”, defined in above, sufficient to complete the requirements of an individual Right-of-way request assigned to a contact crew for completion.

“Unit Price” shall mean the price set out in this contract, at which the Contractor will be paid for carrying out a Work Unit.

- “Force Account” shall mean the retaining of the Contractor by the Coop on an hourly basis, for Work or for standby.
- “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.

- “Gender” shall mean whenever the singular, masculine or neuter is used in this agreement, the same shall be construed as meaning the plural or feminine or body corporate or politic or person or partnership or vice versa as the context or the parties so requires.
- “Reasonable Damages” shall mean damages to private and public property resulting from reasonable vegetation management and maintenance.

- **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.

- **Conflicts**

If any conflict arises in the various documents comprising the Contract, 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.

- **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.

- **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 notice of acceptance, by the Coop, of his 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.

The Contractor shall commence the Work forthwith after receipt by himself of notice of the acceptance of his Tender and shall pursue and complete the Work in a timely and acceptable manner. The Coop reserves the right to approve the Contractor's schedule.

The Contractor crews shall advise the Coop offices **daily** where the crew intends to work.

- **Assignment**

This Contract shall inure to the benefit of and be binding upon the parties hereto, and in the case of the Coop, its successors and assigns. The Contractor may not assign the Contract or any part thereof without prior written consent of the Coop. The covenants of the Contractor shall be deemed to be joint and several.

- **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 Electrical and Communication Utility System Regulation, and the Occupational Health and Safety Act.

- **Sub-Contractors**

The Contractor shall not sublet the whole of the Work.

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

The Contractor shall be as 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.

- **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 respect of both quantity and quality, and his/her decisions on all questions in dispute with regard to 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 in the Work, issue additional instructions, require additional Work to be performed, or direct the omissions of Work previously ordered and the provisions of this Agreement 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 judgement 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 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.

- **Cooperation**

The Contractor shall have no right to the exclusive occupation of the Work Package 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.

- **Title**

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

- **Responsibility for property owner contacts and consents**

The Contractor's Foreman or Manager shall be continually available to discuss damages incurred, customer concerns and arrangements made concerning right-of-way and off right-of-way access with the Coop's representative or property owner.

The Contractor shall, as required by the Coop:

- Call on and advise each property owner, whose land shall be entered, of the approximate schedule of the various Contractor's crews.

- Continuously report to the Manager, all conditions and arrangements concerning right-of-way access roads.

- **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 agents and employees, of and from and against all loss, costs as between solicitor and client, 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 agents or employees.

The above covenant to indemnify and hold harmless is subject to the following limitations:

- The Coop will assume responsibility for such reasonable damage claims as are made by owners or occupiers of lands on which the Coop has right-of-ways or on other land where access has been obtained for the Contractor by the Coop. These claims shall be restricted to damages to lands and crops or timber growing thereon, which are a result of the normal and reasonable management activities (deemed to be acceptable to the trade) of the Contractor in using the access provided to the work site.
- Claims for damage, other than reasonable damage as defined above, in excess of Two Million (\$2,000,000.00) , which result from the Work will be covered by the wrap-up liability insurance controlled by the Coop in accordance with Section 1.14 of this Contract.

- **Insurance and Bonding**

Coop Controlled Insurance

Coop shall procure and maintain at its own expense, with respect to and for the duration of the Contract, the following minimum insurance coverage for the benefit of the Coop, the Contractor and the Sub-Contractor, with respect to the Work performed under the Contract. This shall not limit the obligations and liabilities of the Contractor and Sub-Contractor. Wrap-up liability insurance with a bodily injury, death and property damage limit of Five Million (\$5,000,000.00) dollars inclusive; and, without restricting of the foregoing provisions of the Subparagraph, such coverage shall exclude extensions known as Cross Liability; Blanket Contractual; Products and

Completed Operations; Personal injury; Occurrence Property Damage; Non-Owned Automobile Liability; Company Owners and Contractors Protective; Contingent Employers Liability; Forest and Prairie Fire Fighting cost. This policy will carry a deductible for property damage of Two Million (\$2,000,000.00) dollars.

Except for the sole negligence of the Coop, all claim settlement amounts paid out to the deductible amount, for claims resulting from an incident insured under the policy, shall be borne by the Contractor.

The Insurance afforded by the policy will be primary insurance.

Contractor Insurance

The Contractor shall, without limiting his 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 maximum insurance coverage:

- Workers' Compensation, to the full extent required in the jurisdiction in which the Work is being performed and wherever Contractor's personnel contracts of employment are made or expressed to be made.
- 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.
- 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.
- 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.
- Wrap-up Liability Insurance with a bodily injury, death and property damage limit of Five Million (\$5,000,000.00) dollars inclusive.
- All such policies of insurance mentioned in Section 1.14 shall name the Coop, its Officers, Directors, employees, agents or servants as Additional Insured.

The Insurance provided by the Contractor pursuant to Paragraph 1 of Section 1.14 shall be provided in accordance with the following terms and conditions:

- All such policies of insurance mentioned shall provide by endorsement or otherwise that insurers waive the right of subrogation against the Coop and all persons with whom the Coop may be participating.
- Such policies shall all 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.
- The Contractor shall provide the Coop with a certified certificate of insurance upon signing this Contract.
- All such policies shall be placed with insurers and in a form acceptable to the Coop.

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 own 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:

- Performance and labour and Materials Payment Bond each in the amount of 50% of the Contract price.
- The Contractor shall be liable for the cost of all the bonds required to be delivered by the Contractor to the Coop.

- **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, are to be handled in accordance with the procedures of the Coop and must be reported as soon as possible.

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.

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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.

- **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 approved Sub-contractors.

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

The Contractor shall have a formal health and safety program in place and operational. The health and safety program must be recognized by the Coop as meeting the Contractor's health and safety obligations under the Alberta Occupational Health and Safety Act.

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

Work practices deemed unsafe by the Coop personnel will result in suspension or dismissal of the crew. Where the crew is assessed as incompetent of working safely, the Contractor must provide other competent staff to do the work. If Coop personnel are not assured of the competence of the crew, the contract will be terminated.

- **Operating regulations**

The Contractor shall comply with all laws and regulations of the Government 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 Electrical Communication and Utility Systems Regulations, the Occupational Health and Safety Act and any other governing regulations.

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

- Coop Safety Manual.
- Work Standards and Safety Regulations.
- Electrical Communications and Utility System Regulations.
- 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.

- **Safety meetings**

It is the Contractor's responsibility to hold daily crew Tail Board meetings.

- **Repairs**

If, by reason of any accident or failure or other event occurring to, in, or in connection with a specific Work Package during its execution, any remedial or other Work or repair shall, on 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.

- **Personnel and equipment**

The Contractor shall:

- At all times during working hours, provide and maintain on the 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.
- 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.

- 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.

- **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 the Tender and the provisions with respect thereto. 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 by the Contractor Documents for the completion of the Work, 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 in the Tender 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 Pole Test and Treat, and completion of the Work to be performed by the Contractor or his 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 (G.S.T.) is not included.

- **Accounting and procedures**

Routine accounting for unit price work

Payments shall be made in the following manner:

- 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 week period.
- The value of the individual Work Packages will be computed as the actual number of completed Work Units times the Unit Firm prices, plus the total hours of any Force Account Work performed.

- 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.
- The Coop shall pay the Contractor after the invoices have been checked and approved.

Routine accounting for hourly rates

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

- All found personnel rates
The Contractor shall be compensated for actual personnel rates up to the maximum rate per category as outlined in Appendix A, on an all found basis. The all found rate shall be the actual personnel rate paid to the employee including all loading and subsistence.
- Audit
The Coop shall have the right to audit any or all of the Contractor's records to verify the terms of this Agreement.
- Routine servicing
All routine servicing, maintenance and fueling of equipment shall be performed on the Contractor's account.

Interim accounting

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

- 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.
- 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 Builders' Lien Act, or the Contractor has obtained from each Sub-contractor a waiver of his right to file a Builders' Lien.
- The Contractor is not otherwise in default in respect of any term of this Contract.

- The Contractor shall and will indemnify and save harmless the Coop of and from and against all claims, liens, demands, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the Work performed or materials supplied by any person, firm or corporation to, for or on behalf of the Contractor.

- **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:

- Loss on account of defective Work not remedied
- Loss on account of failure of the Contractor to make payments for labor or materials
- Proper claims of creditors of the Contractor and of creditors of it's Sub-contractors arising or alleged to arise directly or indirectly out of the performance of the Work, that have not been settled when due
- 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 Agreement shall be construed as being an acceptance by the Coop of defective Work or improper materials.

- **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 agreement upon all lands which the Work herein contracted for has been or is to be executed and upon all Works, structures, erection 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 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.

The Contractor shall and will indemnify and save harmless the Coop of and from and against all claims, liens, demands, actions, suits or other proceedings by whomsoever made, brought or persecuted in any manner based upon, occasioned by or attributed

to any Work or services performed or materials supplied by any person, firm or corporation to, for, or on behalf of the Contractor.

- **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.

- **Notice of service**

Any notice, direction, instruction, request, approval, detail, appointment or other communications or writ requires or desires to be given, made, expressed or served in any of the following ways, that is to say:

- If it is, by this Contract, required to be in writing, by leaving the writing at the Contractor's registered office or at any office used by the Contractor at or near the Site(s), or by delivering the same to the Contractor's Supervisor, or by mailing it in any Post Office in a prepaid envelope addressed to the Contractor at the Tender's address within Alberta entered in the tender.
- If it is not so required to be in writing, in any of the ways above described in sub-paragraph hereof or by communicating it orally to any officer of the Contractor or to the Contractor's Supervisor.
- The Supreme Court of Alberta shall have jurisdiction to entertain any action in respect of this Contract and service of any writ of summons or other process in any such action may be effected in any manner described in sub-paragraph hereof.

- **Force account or Hourly Rates**

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.

Downtime

Unit Price Crews – 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.

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.

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.

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.).

- **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.

- **Assignment of work packages**

PART I

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.

PART II

Maintenance Work starting before the end date of the Tender will be completed and paid at the prevailing fixed prices.

PART III

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.

- **Pre-work and post-work arrangements**

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 weeks in advance of a major interruption and two days for others. Some flexibility will be required to meet changing weather conditions, system emergencies and customer's specific requirements.

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.

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.

- **Return data**

The Contractor shall within two 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.

- **Termination of work**

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 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:

The Contractor corrects the default with the time specified in the Notice of Default; or

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

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.

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;

terminate the Contractor's right to continue with the provision of the Work of this Contract, in whole or in part; or

terminate the Contract forthwith; or

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

complete the Work, or allow another independent contractor to provide the uncompleted portion of the Work or 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.

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.

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 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.

The Coop may at any time or from time to time give to the Contractor notice or notices in writing that upon a date specified in any such notice, hereinafter called the "Date of Termination", the Contractor shall cease work on the Work or any part(s) thereof specified in the notice and thereafter the Contractor's obligations to perform the Work further or such part(s) thereof pursuant to this Contract and the obligations of the Coop to pay for any such further Work shall cease, there being preserved, however, all rights and obligations of the parties in respect of all Work done or omitted before the Date of Termination. The Contractor shall also be entitled to be paid in a manner and to an extent to be mutually agreed between the parties hereto and so far as practicable in accordance with the prices in the Schedule of Prices any cost(s) reasonable and

properly incurred in accordance with this Contract by the Contractor in respect of the Work, including any Work Units.

If the Contractor shall:

- Refuse or fail to supply, in the opinion of the Manager, enough skilled workmen or equipment after having received from the Manager notice in writing to supply additional workmen, materials or equipment,

ARTICLE I

At any time in the opinion of the Manager, not be proceeding with the Work or any portion thereof with due diligence, having due regard, among other things to quality, safety and Work completion dates after having received from the Manager notice in writing to proceed with greater diligence,

ARTICLE II

Be guilty of a violation of the terms of his Contract, then the Coop, upon the notice of the Manager that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, give the Contractor written notice that on a Date of Termination specified therein, the employment of the Contractor on the Work shall cease thereupon, and the Coop shall take possession of the Job Site(s) and the Work and all the materials and supplies, and complete the Work by whatever method the Coop may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive any further payment until the Work is complete. Upon completion of the Work by the Coop, the Contractor shall be entitled to receive the amount due him, on the Date of Termination, less the greater of zero or the amount by which the total cost(s) to the Coop, in completing the Work, exceeds the sum of the Contractor's tendered Unit Prices times the number of units completed by the Coop.

○ 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 created a more extended liability for faulty workmanship, then the provisions of such law shall apply.

The Contractor shall not be liable for:

- (a) Damage caused by parties who are strangers to the Contract,
- (b) Damage resulting from malicious acts of other parties,
- (c) Damage for which the Coop has specifically assumed responsibility in writing,
- (d) Any condition which in the opinion of the Manager results from normal wear and tear where in each case the damage arose after the completion of the Work Package.

- **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, 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.

- **Reversion to work on a formal force account basis**

If the Coop intends to retain the Contractor primarily on a Unit Price basis, with some Work being done a Force Account basis. 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.

Should all Work revert to a Force Account basis, 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.

- **Formal review**

The Coop and the successful Contractor will formally review the operation of the contract a minimum of twice 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.

- **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.

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 COOP

Per:

THE CONTRACTOR

Per: