

TENDER PACKAGE  
MVC-19-05-2025



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**SCHEDULE 1: INVITATION TO TENDER**

**BATTLE RIVER POWER COOP**

## INVITATION TO TENDER / ADVERTISEMENT

Electronic Tenders  
for:

Mechanical Vegetation Control

**Tender Number: MVC-19-05-2025**

Will be received  
by:

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

at:

Battle River Power Cooperative REA Ltd.  
Box 1420  
Camrose, AB T4V 1X3  
**Attn: Mitch Stevenson**

Time and date for Tender Closing is:

1:00:00 p.m. MDT on May 1st, 2025 (the "**Tender Closing**")

1. The work to be undertaken generally involves vegetation control, being trim, slash, removals and mowing, as more specifically set out and defined herein.
2. For further information and for written inquiries respecting the technical aspects of the specifications for the Work, Bidders may contact:

**Name:** MITCH STEVENSON

**Title:** Vegetation Manager

**E-mail:** mitch.stevenson@brpower.coop

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

3. Unless defined elsewhere herein, all capitalized terms are defined as follows:
  - a. "**Agreement**" means the service agreement included within Schedule 3 of the Tender Documents herein to be executed by the Coop and the Successful Bidder;

- b. **"Bidder"** or means any party or parties tendering on the Work;
- c. **"Business Day"** means each day except Saturdays, Sundays, or days which are statutory holidays in the Province of Alberta;
- d. **"Contractor"** means the Successful Bidder who executes the Agreement with the Coop;
- e. **"Contract Price"** has the meaning set forth in Section 1.01e. of the Agreement;
- f. **"GST"** means the goods and services tax payable by the Coop on the Tender Sum pursuant to the *Excise Tax Act* (Canada), as amended;
- g. **"Letter of Acceptance"** means a letter from the Coop to the Successful Bidder accepting their bid;
- h. **"Successful Bidder"** means the Bidder to whom a Letter of Acceptance has been delivered by the Coop;
- i. **"Tender Deposit"** means:
  - i. a consent of surety and a bid bond equal to 20% of the Tender Sum in favour of the Coop; or
  - ii. a consent of surety and a certified cheque or an irrevocable letter of credit equal to 20% of the Tender Sum in favour of the Coop,all in a form and manner approved by the Coop at their sole and unfettered discretion;
- j. **"Tender Documents"** means those documents including:
  - i. The Invitation to Tender;
  - ii. The Instructions to Bidders;
  - iii. The Specifications noted in **Appendix "A"** hereto;
  - iv. The Work Areas and Proposed Schedule noted in **Appendix "B"** hereto;
  - v. The 2025 Estimated Volumes of Work & Historical Volumes of Completed Work per REA noted in **Appendix "C"** hereto;
  - vi. The Tender Form attached as **Appendix "D"** hereto;
  - vii. The Agreement; and
  - viii. Any addenda to the foregoing;

- k. **"Tender Form"** means the form attached as **Appendix "D"** hereto;
  - l. **"Tender Sum"** means the total value of the Work in Canadian dollars including:
    - i. all costs and expenses relating to tariffs, freight, duties, labor, supervision, tools, supplies, materials (except as provided by Coop), equipment, temporary works and structures, insurance premiums, general administrative expense and overheads, as applicable, excluding GST; and
    - ii. costs 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 Agreement;
  - m. **"Unit Price"** means the price set out in the Tender Form, at which the Successful Bidder will be paid for carrying out a Work Unit; and
  - n. **"Work"** means all the material, labor, supervision, services and equipment to be provided to carry out the specified activities, as required by the Contract Documents, including, those activities described in Appendix "A" and the estimated volumes of work set forth in Appendix "C" herein;
  - o. **"Work Unit"** means a part of the Work for which a Unit Price has been tendered.
4. Submission of a tender by a Bidder gives the Coop the right to require the Bidder to execute the Agreement 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 by delivery of a Letter of Acceptance to the Successful Bidder.

**SCHEDULE 2: INSTRUCTIONS TO BIDDERS**

**Battle River Power Coop**

## INSTRUCTIONS TO BIDDERS

### 1 BACKGROUND

- 1.1 The Coop is seeking tenders for the supply of the Work as set out in the Tender Documents, specifically within the Invitation to Tender and **Appendix "A"** to these Instructions to Bidders. The Work shall meet, or exceed, the specifications described in Appendices attached hereto (hereinafter the "**Specifications**").

### 2 SUBMISSION OF TENDERS

- 2.1 The Coop will receive only electronic tenders until the Tender Closing.
- 2.2 Each Tender shall be clearly marked with the Bidder's name, address and the Tender Number. The Tender shall be delivered before the Tender Closing to the Coop in accordance with the Invitation to Tender and the Instructions to Bidders at: **contracts@brpower.coop**
- 2.3 In the event of a dispute or issue regarding whether a tender complies with the Instructions to Bidders, the Coop reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by the Coop as to the compliance, or not, of the subject tender.

### 3 TENDER FORM

- 3.1 Each Bidder shall submit a complete tender on the Tender Form. The Bidder must include Unit Prices where required and rates for Force Account Work.
- 3.2 All prices and rates submitted by the Bidder shall apply for the duration of the Term. Unit Prices shall include travel to and from the Work site(s), hourly rates, living allowance/accommodations, meals and any other requirements to perform the Work. Any additional charges shall be the Bidder's responsibility and not the responsibility of the Coop.
- 3.3 Notwithstanding the foregoing or anything in the Tender Documents to the contrary, the Coop shall be entitled to accept any tender in such form as the Coop in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or material nature, or whether the tender is noncompliant in a trivial or material manner. **For clarity, the Coop shall be entitled to accept any bid or tender whether or not it fails to conform in any respect, including any material respect, with the Tender Documents.** No Bidder shall bring a claim of any kind for any amount as against the Coop for accepting a noncompliant tender.
- 3.4 Any rates and prices submitted by the Bidder as part of their tender shall be in the

form of numerical figures.

- 3.5 Tenders shall not be withdrawn, modified, or clarified after submission unless such withdrawal, modification or clarification is received and acknowledged by the Coop prior to the Tender Closing. Following the Tender Closing, tenders may not be withdrawn, modified or clarified. For clarity, an amendment, revocation, or clarification that is received after the Tender Closing shall not be considered and shall not affect a tender as submitted nor release the Bidder from its obligation to enter into the Agreement should the Coop so require.
- 3.6 The Coop will not be responsible for any of the costs of preparation of the tender by the Bidder of any kind whatsoever and the Bidder agrees not to bring a claim against the Coop in respect of the same.

#### 4 PRIVACY

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

#### 5 TENDER DOCUMENTS

- 5.1 By submitting its tender, the Bidder acknowledges and agrees that it has received and reviewed the Tender Documents and that its tender is subject to the terms and conditions of the Tender Documents.
- 5.2 A Bidder shall submit the following with its tender:
  - 5.2.1 the name, title, qualifications and experience of the supervisor(s) or foreman whom the Bidder proposes to have on the site(s) of the Work and in charge of the Work with the full power to direct the operations of the Bidder and to receive instructions on behalf of the Bidder;
  - 5.2.2 the major items of equipment the Bidder proposes to use to complete the Work over the Term;
  - 5.2.3 a listing of personnel according to their classification or trade;
  - 5.2.4 list of owned equipment;
  - 5.2.5 list of owners and officials of the Bidder;
  - 5.2.6 bank reference letter for the Bidder in a form satisfactory to Coop;



5.2.7 list of previous clients;

5.2.8 volume of similar work previously completed by the Bidder;

5.2.9 references;

5.2.10 copy of any pertinent labour agreements;

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

5.2.12 list of and value of contracts currently in progress;

5.2.13 list of other projects being tendered on; and

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

## 6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

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

## 7 TENDER & TENDER DEPOSIT

- 7.1 Submission of a tender by a Bidder gives the Coop the right to require the Bidder to execute the Agreement.
- 7.2 Bidders submitting tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. Bidders shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 7.3 Each Bidder shall review the Tender Documents provided by the Coop and confirm that it is in possession of a full set of Tender Documents when preparing its tender.
- 7.4 Tenders shall be properly executed in full compliance with the following requirements:
  - 7.4.1 If the tender is made by a corporation, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers;
  - 7.4.2 If the tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
  - 7.4.3 If the tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature; or
  - 7.4.4 If the tender is made by an individual who carries on business in its own name, the individual shall print its name immediately below its signature.
- 7.5 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the tender and have full power to execute the Agreement on behalf of their principals. The execution of the Agreement will bind the principals and have the same effect as if it were duly signed by the principals.
- 7.6 The Bidder is required to submit the Tender Deposit with its tender.
  - 7.6.1 The Tender Deposit shall be returned as soon as possible after the Agreement has been duly executed by the Successful Bidder.
  - 7.6.2 The Coop will not pay any interest on any portion of the Tender Deposit.
- 7.7 The bid bond and consent of surety as required herein shall be issued by a surety company licensed in the Province of Alberta and satisfactory to the Coop.

- 7.8 To the extent the Bidder fails to execute the Agreement and submit the performance bond and the labor and material payment bond as required hereunder or as requested by the Coop, the Coop may, in its sole discretion, keep the Tender Deposit amount in full and the Bidder shall have no right or claim thereto.

## 8 INSURANCE AND PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS –

- 8.1 The tender shall be accompanied by a certificate of insurance, certifying that the insurance as required by the Agreement is in place or, if the required insurance is not in place, by a letter of insurability or undertaking of insurance in standard form from the Bidder's insurance broker certifying that the required insurance will be issued to the Bidder if the Bidder is the Successful Bidder.
- 8.2 The Successful Bidder shall be required to secure and maintain at its own expense the insurance provided for in the Agreement.
- 8.3 The Successful Bidder shall provide confirmation of all required insurance to the Coop no later than ten (10) Business Days after receipt of a Letter of Acceptance from the Coop.
- 8.4 The Successful Bidder shall be required to furnish at its own expense a Performance Bond and Labour and Materials Payment Bond for bids in excess of **\$250,000**. For the purposes of this Article, these bonds shall be referred to together as the "**Bonds**".
- 8.5 The performance bond shall guarantee the faithful performance of the Agreement, 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 Agreement.
- 8.6 The Bonds are to be issued by a surety company licensed in the Province of Alberta and satisfactory to the Coop in the amount of 20% of the Contract Price.
- 8.7 The Bonds shall be in the form set out in the Tender Documents or in such other form as may be acceptable to the Coop.
- 8.8 The Coop may consider alternate forms of security in lieu of the Bonds. The Bidder shall inform the Coop of any alternative form of security it wishes the Coop to consider and obtain the Coop's approval prior to submitting a tender.
- 8.9 The Successful Bidder shall provide all required Bonds to the Coop no later than ten (10) Business Days after receipt of the Letter of Acceptance from the Coop.
- 8.10 The Successful Bidder shall supply all required Bonds before any Work is undertaken by the Successful Bidder.
- 8.11 No payment shall be made by the Coop to the Successful Bidder for any of the Work performed by the Successful Bidder until the required Bonds have been provided.

## 9 SITE CONDITIONS

- 9.1 The Bidder is responsible for inspecting the sites of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the sites of the Work, including the soil structure and topography of the sites, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its tender, the Bidder acknowledges that it has investigated and satisfied itself as to:
- a) the nature of the Work including, but not limited to, the concept of Work Units;
  - b) the location(s) and all conditions relating to the location(s) of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
  - c) the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
  - d) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
  - e) the magnitude of the effort required to execute and complete the Work.
- 9.2 The Bidder is fully responsible for obtaining all information required for the preparation of its tender and for the execution of the Work. The Coop is not responsible for undertaking any investigations to assist the Bidder. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Tender Documents (the "**Non-Tender Information**"), form no part of this tender or the Tender Documents. The Coop and its consultants, representatives, employees, personnel, officers, directors, and agents assume no responsibility of any kind whatsoever arising from or relating to the failure to include or refer to such Non-Tender Information. Bidders who obtain or rely upon Non-Tender Information or other documents do so entirely at their own risk.
- 9.3 The Bidder's obligation to become familiar with the information described in Article 9.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the tendering process. Any technical reports so provided are for information only and neither the Coop nor the Coop's consultants, if any, accept or assume any responsibility for the contents or accuracy of such technical reports and the Bidder agrees that the Coop and its consultants, representatives, employees, personnel, officers, directors, and agents 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 and its consultants, representatives, employees, personnel, officers, directors, and agents.

## 10 TAX REBATES

- 10.1 Any tax rebates that apply under current legislation will be claimed by and accrue to the benefit of the Coop.

## 11 SUCCESSFUL BIDDER

- 11.1 Award of the Agreement by the Coop occurs once the Bidder receives a Letter of Acceptance duly executed on behalf of the Coop.

## 12 TENDER EVALUATION CRITERIA

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

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

## 13 WORKERS' COMPENSATION

- 13.1 Each Bidder is to submit with its tender, a letter of account or clearance letter from the Alberta Workers' Compensation Board. This letter is to be current and must not be dated more than fourteen (14) Business Days prior to the Tender Closing.
- 13.2 Bidders who do not have an account with the Alberta Workers' Compensation Board shall provide with their tender evidence of a subcontractor or other company that will carry such coverage on their behalf.
- 13.3 All Bidders must have active Workers' Compensation Board coverage during the period in which they perform the Work.
- 13.4 The Bidder understands and acknowledges that the Coop may reject any tender which fails to comply with the provisions set out in this Article 13.

## 14 REGISTRATION

- 14.1 Prior to commencing the Work, the Successful Bidder shall obtain all authorizations

required by the laws of the Province of Alberta and of the Country of Canada enabling it to carry on business to complete the Work required under the Agreement. Failure to be properly authorized shall entitle the Coop to forthwith terminate the Agreement without compensation.

## 15 TENDERS EXCEEDING BUDGET

- 15.1 Notwithstanding anything in any of the Tender Documents to the contrary, each Bidder acknowledges and agrees that the Coop has the sole and unfettered discretion to employ any criteria in order to determine the tender most advantageous to the Coop, and that the Coop has no obligation to disclose such criteria nor employ the criteria listed in Article 12 herein. The Coop may accept whichever tender it decides, in its sole discretion, is the most advantageous and retains the right to reject any or all tenders without giving any notice or reasons. **The tender with the lowest cost or highest criteria rating may not necessarily be accepted, and the Coop may take into account any criteria that it desires in its sole discretion.**
- 15.2 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 15.1 herein or the decision to award the tender to any of the Bidders, regardless of how or why they were selected.

## 16 CERTIFICATE OF RECOGNITION

- 16.1 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 other appropriate industry association.
- 16.2 Certification shall be evident by inclusion of the Bidder's name on the C.O.R. certification list current at the Tender Closing, or submission of a copy of the Alberta Labour C.O.R. or a temporary letter of certification with the tender.
- 16.3 The Coop will assume no liability for the non-inclusion of any Bidder on the C.O.R. certification lists for any reason whatsoever.
- 16.4 The Coop may reject any tender which fails to comply with the provisions set out in this Article 16.

## 17 ACCEPTANCE OR REJECTION OF TENDERS

- 17.1 As it is the purpose of the Coop to obtain the tender most suitable and most advantageous to the interests of the Coop, notwithstanding anything else contained within the Tender Documents, the Coop reserves the right, in its sole and unfettered discretion, to reject or accept any tender, including the right to reject all tenders. Without limiting the generality of the foregoing, the Coop may, in its sole and

unfettered discretion, but is not required to, reject or accept any tender which:

- a) is incomplete, obscure, irregular or unrealistic;
- b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
- c) has erasures or corrections;
- d) omits a price on any one or more items in the tender;
- e) fails to complete the information required in the tender; or
- f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a bid bond in an unsatisfactory form.

17.2 Further, a tender may be rejected or accepted on the basis of the Coop's unfettered assessment of its best interest, which includes the Coop's unfettered assessment as to a Bidder's past work performance for the Coop or for anyone else, or as to a Bidder's financial capabilities, completion schedule, or ability to perform the Work, or the Coop's desire to reduce the number of different contractors on the location of the Work at any given time.

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

## 18 LAW AND FORUM OF TENDER

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

## 19 ACCEPTANCE PERIOD

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

## **Appendix A**

### **Specifications of Work**

The "Work" is to be completed to the specifications outlined on each Landowner Consent.

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Tender MVC-19-05-2025 is to be bid using "Unit Rate" pricing. These prices are to include the cost of work, mobilization and demobilization, daily travel, living allowance and accommodations, crew management and supervision as well as any start-up and safety meetings.

**The Successful Bidder shall be responsible for the following:**

1. Complying with Battle River Power Coop's Contractor Management System
2. Complying with Battle River Power Coop's check-in policy
3. Providing a minimum of one certified full-time trim crew and equipment. Additional crews and equipment above the minimum requirement are to be discussed between the successful Bidder and the Manager.
4. Providing a minimum of one certified part-time mow crew. Length of service to be negotiated between the successful Bidder and Battle River Power Coop
5. Providing crew and equipment work schedules (time off, removal from our system or any other reason that a crew or a piece of equipment will not be working for a period of more than two days)
6. Communicating additional crew members on forced account work
7. Work completion and forecasting timelines
8. Status updates on a bi-weekly basis
9. Monthly work site and crew inspections
10. Communicating with property owners when applicable
11. Documenting any changes deviating from the original Landowner Consent
12. Repairs for any site and or property damage caused by the Bidder's work crews
13. Obtaining work permits for road access within each individual rural municipality
14. Providing storm restoration support should the Coop request their help
15. Having crews and equipment ready to start work with the Coop by no later than May 19th, 2025.

**Battle River Power Coop will be responsible for the following:**

1. Initiating the Contractor orientation meeting.
2. Providing accurate and detailed Landowner Consents
3. Providing line ownership maps that detail brushing locations
4. Providing support on work discrepancies and property owner problems and concerns.
5. Providing appropriate lead time on work packages to allow the successful Bidder time to review the work area (REA) before starting. This does not include priority and or critical work sites
6. Allocating what work area (REA) is distributed to whom
7. Approving changes to any property owner requests, work volume and work treatment methods not outlined on the Landowner Consent.
8. Sourcing additional vegetation management support should the successful Bidder not be able to meet target dates.



9. Determining and requesting the amount of work crews needed on our system at any given time.
10. Negotiating hourly, priority, out of cycle and storm work when deemed necessary.

**Appendix B**  
**Work Areas & Proposed Schedule**

The timing of the Work areas (REA's) is subject to change. Notification of any Work area schedule changes will be provided to the Successful Bidder.

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**May 19th, 2025 – April 30th, 2026**

<b>Mechanical Cycle Area</b>
West Wetaskiwin REA

\* Additional mechanical sites/Landowner Consents may be generated based on customer trouble calls and emergency work.

**Appendix C**  
**2025 Estimated Volumes of Work for West Wetaskiwin REA &**  
**Historical Volumes of Completed Work per REA**

The figures provided within this appendix are only to be used for reference. They have no bearing on the actual Work volumes to be determined.

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11. In conjunction with your "Schedule of Prices", please use the figures provided in the tables below to assist with your Performance, Labor and Material Bond.

<b>Treatment Method</b>	<b>Estimated Work Volumes for West Wetaskiwin REA May 19th, 2025 – April 30th, 2026</b>
Trim	25,734 square meters
Slash	32,296 square meters
Mow	49,148 square meters
Code 15	1823 trees
Code 16	350 trees
Code 17	7 trees

**BRPC Vegetation Mechanical Maintenance Schedule**

2022	2023	2024	2025	2026	2027
Neutral	Fort Saskatchewan	Strawhill	Fredericksheim	Waterglen	Bruderheim
Chipman	Angus Ridge	Evergreen	Roseberry	Ervick	Alix
Battle River	Strawhill	Viking	Clearwater	Lindale	Central
Daysland S	Lindale	Fredericksheim	Leduc West	West Wetaskiwin	Hampton
Daysland W	West Wetaskiwin	Lindale	Wang		Lindale
Amisk		West Wetaskiwin	Lindale		West Wetaskiwin
Lindale			West Wetaskiwin		
West Wetaskiwin					

### Historical Vegetation Volumes per REA

<b>REA:</b>	West Wetaskiwin
<b>Year Completed:</b>	2022/23
<b>Treatment Method</b>	<b>Volume Completed</b>
Trim	21,142 m2
Slash	17,706` m2
Mow	31,776 m2
C15	1452
C16	356
C17	27

<b>REA:</b>	West Wetaskiwin
<b>Year Completed:</b>	2023/24
<b>Treatment Method</b>	<b>Volume Completed</b>
Trim	18,175 m2
Slash	14,364 m2
Mow	41,412 m2
C15	1847
C16	347
C17	26

**APPENDIX "D"**

***Vegetation Department***

**Form of Tender**

**Dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_**

**Between**

**Battle River Power Cooperative REA Ltd.**

**And**

\_\_\_\_\_

### Schedule of Prices

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

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#### All Found Price

Per Square Meter Trimming	\$ _____/meter, _____
Per Square Meter Mulching	\$ _____/meter, _____
Per Square Meter Slashing (trees up to 6" DBH)	\$ _____/meter, _____
Code 15 Removal (6-12" DBH)	\$ _____/tree, _____
Code 16 Removal (12-24" DBH)	\$ _____/tree, _____
Code 17 Removal (24" + DBH)	\$ _____/tree, _____

#### Forced Account

All Found Hourly Rate of \$ \_\_\_\_\_ per hour ( \_\_\_\_\_ ) for a two- person Trim Crew.

All Found Hourly Rate of \$ \_\_\_\_\_ per hour ( \_\_\_\_\_ ) for a three-to-four-person Slash Crew.

All Found Hourly Rate of \$ \_\_\_\_\_ per hour ( \_\_\_\_\_ ) for a two-person Mulching Crew.

All Found Hourly Rate of \$ \_\_\_\_\_ per hour ( \_\_\_\_\_ ) for an additional Utility Tree Trimmer.

All Found Hourly Rate of \$ \_\_\_\_\_ per hour ( \_\_\_\_\_ ) for an additional Utility Tree Worker.

All Found Hourly Rate of \$ \_\_\_\_\_ per hour ( \_\_\_\_\_ ) for an additional Laborer.

**TENDER SUM \$ \_\_\_\_\_**

#### Signatures

**IN WITNESS** whereof the Bidder has caused its seal to be affixed at

\_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

**The Bidder**

**Per:** \_\_\_\_\_

### **SCHEDULE 3: AGREEMENT**

#### **Battle River Power Cooperative REA Ltd.**

Box 1420

Camrose, Alberta T4V 1X3

Phone (780) 672-7738

Fax: 780-672-7969



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## GENERAL CONDITIONS

Now this Agreement witnesseth that the parties agree as follows:

### Section 1.01 Meaning of terms

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

- a. **"Agreement"** means this service agreement included within Schedule 3 of the Tender Documents;
- b. **"Accepted Schedule"** has the meaning set forth in Section 1.05 herein;
- c. **"Business Day"** means each day except Saturdays, Sundays, or days which are statutory holidays in the Province of Alberta;
- d. **"Confidential Information"** means:
  - I. all of the following whether held individually or collectively by the Contractor:
    - i. proprietary intellectual property, trade secrets and methodologies of the Coop;
    - ii. business information including, without limitation, financial information, business and marketing planning and related initiatives and any and all data and information obtained by the Contractor or any of its employees or contractors from the Coop;
    - iii. accounting and personnel records, customer and supplier lists and attendant confidential information, initiatives, projects undertaken or to be undertaken by the Coop, and any and all proprietary and confidential information of the Coop;
    - iv. all information or data received by the Contractor that is not generally available to the public; and
    - v. other information or data received by the Contractor or any of its employees or subcontractors that is identified as proprietary or confidential;
  - II. but does not include any information which the Contractor can demonstrate:

- i. was, at the time of disclosure to the Contractor, in the public domain;
  - ii. after disclosure to the Contractor, became part of the public domain through no fault of the Contractor;
  - iii. was in the possession of the Contractor at the time of disclosure to it as demonstrated by written records;
  - iv. was received by the Contractor from a third party who had a lawful right to disclose such information; or
  - v. was independently developed by the Contractor without reference to such information;
- e. **"Contract Price"** means the total sum to be paid during the Term by the Coop to the Contractor for the Work in an amount as set forth in the Tender Documents, for clarity, shall be the Tender Sum of the Successful Bidder;
- f. **"Contract Documents"** means the Tender Documents, the executed form of Agreement, and all specifications, standards, regulations, and drawings further detailing, explaining or modifying the Work when issued by or approved by the Coop, whether produced before or after the date of the award of the Agreement;
- g. **"Contractor"** means the Successful Bidder whose tender has been accepted;
- h. **"Competent Personnel"** means a person or persons who is/are qualified because of his/her/their knowledge, training and experience to organize the Work and its performance and is familiar with all laws and regulations pertaining to the Work;
- i. **"Crews"** means a group of the Contractor's personnel, employees, agents and/or subcontractors, as applicable, performing Work at a Job Site(s);
- j. **"Force Account"** means the retaining of the Contractor by the Coop on an hourly basis, for Work or for standby;
- k. **"Force Account Crews"** means Crews performing the Work on a Force Account basis;
- l. **"GST"** means the goods and services tax payable by the Coop on the Tender Sum pursuant to the Excise Tax Act (Canada), as amended;
- m. **"Individual Work Packages"** means a value that will be computed as the actual number of completed Work Units times the applicable Unit Price, plus the total hours of any Force Account Work performed;

- n. **"Job Sites"** means areas located within the Work Areas in which the Contractor shall perform the Work and shall include all materials, supplies, tools, equipment and structures thereon;
- o. **"Landowner Consents"** means consent provided by the property owners of the lands located within the Work Areas or on a Job Site as contemplated herein;
- p. **"Manager"** means an individual appointed by the Coop and from time to time shall include a person or persons whom the said Manager or the Coop shall appoint for any or all of the purposes on this Agreement;
- q. **"Return Data"** means all relevant information, materials and documents used or required to perform the Work, including but not limited to, Landowner Consents and invoices.
- r. **"Schedule of Prices"** means that schedule of prices as set out in Appendix "D" of the Tender Documents;
- s. **"Tender Documents"** means those documents including:
  - i. The Invitation to Tender;
  - ii. The Instructions to Bidders;
  - iii. The Specifications noted in **Appendix "A"** hereto;
  - iv. The Work Areas and Proposed Schedule noted in **Appendix "B"** hereto;
  - v. The 2025-2026 Estimated Volumes of Work & Historical Volumes of Completed Work per REA noted in **Appendix "C"** hereto;
  - vi. The Tender Form attached as **Appendix "D"** hereto;
  - vii. The Agreements; and
  - viii. Any addenda to the foregoing.
- t. **"Tailboard Meeting"** means an informal safety meeting to be conducted at a Job Site;
- u. **"Term"** means from \_\_\_\_\_, \_\_\_\_\_, 202\_\_ to \_\_\_\_\_, \_\_\_\_\_, 202\_\_ subject to earlier termination as contemplated herein;
- v. **"Unit Price"** means the price set out in the Schedule of Prices, at which the Contractor will be paid for carrying out a Work Unit;
- w. **"Unit Price Crews"** means Crews performing the Work on a Unit Price basis;
- x. **"Work"** means all the material, labor, supervision, services and equipment to be provided to carry out the specified activities, as required by the Contract Documents, including, those activities described in Appendix "A" and the estimated volumes of work set forth in Appendix "C" herein;

- y. **"Work Areas"** means the lands upon which the Work is to be done and any area(s) adjacent hereto used in connection with the Work, including, the areas described in Appendix "B" of the Tender Documents; and
- z. **"Work Unit"** means a part of the Work for which a Unit Price has been tendered.

## **Section 1.02 Contract Intent**

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

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

## **Section 1.03 Conflicts**

If any conflict arises in performing the Work or pursuant to the Contract Documents, the Contractor shall apply in writing to the Manager for clarification (the **"Conflict Notice"**). The Contractor shall be held responsible for any incorrect or poorly conducted Work, as determined by the Manager acting reasonably, carried out or resulting from the Contractor failing to obtain such clarification pursuant to the Conflict Notice. If any dispute arises between the Contractor and the Coop pursuant to the conflict contained in the Conflict Notice or such conflict is not resolved within 14 days from receipt of the Conflict Notice, then such conflict shall be determined pursuant to the dispute resolution process set forth Section 1.04 herein.

## **Section 1.04 Dispute Resolution**

This Section 1.04 will apply to any dispute arising under or related to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity), including (a) any dispute regarding the construction, interpretation, performance, validity or enforceability of any provision of this Agreement or whether any party is in compliance with, or breach of, any provisions of this Agreement and (b) the applicability of this Section 1.04 to a particular dispute. Any dispute to which this Section 1.04 applies is referred to as a "Dispute". With respect to a particular Dispute, each party such Dispute is referred to as a "Disputing Party".

If a Dispute arises, the Disputing Party shall deliver written notice to the other party (such notice a "Dispute Notice") of the existence of a Dispute and request for discussions to resolve the Dispute. The parties shall each promptly designate an office or representative of each of the party who will promptly meet (whether by phone or in person) within ten (10) days of the delivery of the Dispute Notice in a good faith attempt to resolve the Dispute.

If the Dispute is still unresolved after thirty (30) days following delivery of the Dispute Notice, the parties shall:

- a. Agree upon a sole arbitrator who shall determine the Dispute having regard to all of the provisions of this Agreement and in accordance with the provisions of the Arbitration Act, RSA 2000, c A-43, as amended from time to time. If the parties fail to agree on the appointment of the sole arbitrator, the Disputing Party shall apply, upon notice to the other party, to a Justice of the Court of King's Bench of Alberta who shall have jurisdiction to appoint such arbitrator.
- b. The decision of the arbitrator shall be binding upon the parties. The costs of arbitration shall be borne in accordance with the decision of the arbitrator.
- c. If any Dispute has not been determined by the arbitrator within sixty (60) days after the thirty (30) days following the delivery of the Dispute Notice, any party at any time thereafter, but prior to a determination being made by the arbitrator, may commence an action before a Justice of the Court of King's Bench of Alberta to make an order to resolve the Dispute, and upon the commencement of any action for such purpose, the jurisdiction of the arbitrator in respect of such Dispute shall cease.

## **Section 1.05 Commencement and Completion Times**

As soon as reasonably possible after executing the Agreement and prior to commencing any Work, the Contractor shall provide a written schedule ten (10) Business Days before commencing any Work, to the Coop for review and acceptance, 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 "**Accepted Schedule**"), the Contractor shall pursue and complete its Work in accordance with the Accepted Schedule. At all times, the Contractor shall carry out the Work in a timely and acceptable manner as determined by the Coop in its sole and unfettered discretion. The Contractor's employees performing the Work shall advise the Coop daily where they intend to perform the Work so that

the Coop can monitor the level of progress of the Work in accordance with the Accepted Schedule.

### **Section 1.06 Assignment**

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

### **Section 1.07 Contract law**

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

### **Section 1.08 Subcontractors**

The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder, in whole or in part, without first:

- a. causing such agent, subcontractor or any third party to be bound by all covenants and obligations of the Contractor under this Agreement as such relate the Work being conducted by such persons respectively, including but not limited to, compliance with and meeting all insurance and workers' compensation requirements as outlined in the Contract Documents; and
- b. obtaining the prior written consent of the Coop which consent may be arbitrarily withheld. If requested by the Coop, the Contractor shall provide information concerning the subcontractor's qualifications and financial standing.

The use of any agents, subcontractors or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to perform the Work in accordance with the provisions of this Agreement.

Further, the Contractor shall, in performing the Work:

- a. provide for the coordination of the activities and work of its own forces and any subcontractors;
- b. assume overall responsibility for compliance with all applicable legislation in carrying out the Work by itself and all of its subcontractors; and



- c. not change or terminate any of its subcontractors without obtaining the prior written consent of the Coop which consent may be arbitrarily withheld.

### **Section 1.09 Removal of Personnel**

The Contractor shall forthwith remove from the performance of the Work any employee, agent or subcontractor who is unsatisfactory to the Coop, acting reasonably. Any costs or expenses associated with removal of any such employee, agent or subcontractor shall be the responsibility of the Contractor.

### **Section 1.10 Landowner Consent**

The Coop shall obtain and deliver to the Contractor copies of Landowner Consents that include the following:

- a. provide specifications for the Work to be performed in the Work Areas and at the Job Sites;
- b. authorize access to respective the property and lands to perform the Work; and
- c. any such other information as required to perform the Work and grant access to such property or lands located in the Work Areas.

Notwithstanding the foregoing, the Contractor will be responsible for communicating with and obtaining access to the Job Sites as well as advising the property owners in the Work Areas and/or Job Sites of the schedules for the Work being completed, as necessary. The Contractor shall promptly inform the Manager of any such communications with property owners and the Manager may engage in such communications, as necessary, to ensure the Work is performed.

### **Section 1.11 The Manager & Adjustments to Work**

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 all things 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, or a designated representative of the Coop, may inspect and review the Work in respect of performance, quantity and quality, at a frequency to be determined by the Coop in its sole and unfettered discretion. Notice will be provided to the Contractor of any deficiencies, issues or discrepancies in the Work, as applicable. Upon receipt of such notice, the Contractor shall promptly make any and all corrections to the Work as set forth in such notice, as directed by the Manager, and the Contractor shall bear any and all costs and expenses necessary to correct the Work.

Pursuant to any Landowner Consents or on an emergency basis, the Contractor may be required to adjust the specifications of the Work to be performed. Such adjustments shall be provided by the Manager may, from time to time, by written instructions, drawings or specifications issued to the Contractor.

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 employ such additional force and means as in the judgment of the Manager shall be expedient.

### **Section 1.12 Cooperation**

The Contractor shall have no right to the exclusive occupation of the Job Sites. The Contractor shall cooperate harmoniously with the Coop and the Coop's personnel, agents, contractors and employees 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.

### **Section 1.13 Title**

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

### **Section 1.14 Contractor's Indemnification**

The Contractor shall at all times and without limitation, indemnify and save harmless the Coop, its, directors, officers, employees, contractors, agents, insurers and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the Coop, its directors, officers, employees, contractors, agents, insurers and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:

- a. the misconduct, negligent action or negligent failure to act, as the case may be, of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors); or
- b. any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and

contained on the part of the Contractor to be fulfilled, kept, observed or performed, as the case may be; or

- c. any damages to third parties caused by, resulting at any time from, arising out of or in consequence of, the misconduct, negligent action or negligent failure to act, of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the Coop at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

### **Section 1.15 Contractor Insurance**

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

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

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

1.15 herein shall:

- a. name the Coop, its officers, directors, employees, agents or servants as an additional insured;
- b. provide by endorsement or otherwise that insurers waive the right of subrogation against the Coop and its officers, directors, employees, agents or servants;
- c. contains a severability of interest or cross-liability clause;
- d. provide that a thirty (30) day written notice shall be given to the Coop prior to any material change or cancellation of any such policy or policies; and
- e. shall be placed with insurers and in a form acceptable to the Coop.

#### **Section 1.16 Contractor Bonds**

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

- a. A performance bond constituting 20% of the Contract Price; and
- b. A labour and materials payment bond constituting 20% of the Contract Price.

#### **Section 1.17 Accident and damage reporting and investigation**

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

The Coop reserves the right to investigate any accident or incident arising out of or directly or indirectly attributed to operations and/or performance of the Work carried out by the Contractor or any of its subcontractors.

#### **Section 1.18 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 subcontractors.

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

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

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

Work practices deemed unsafe by the Coop, in their sole and unfettered discretion, will result in suspension or dismissal of any or all of the Contractor's employees and/or its subcontractors that are performing the Work or on a Job Site. If the Coop determines, in their sole and unfettered discretion, that any of the Contractor's employees and/or subcontractors performing the Work or on a Job Site are incompetent regarding work safety, the Contractor must replace such employees and/or subcontractors with other Competent Personnel to do the Work.

### **Section 1.19 Operating regulations**

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

It shall be the responsibility of the Contractor to obtain copies of all such specifications, standards and regulations and make itself and its Crews, employees, subcontractors, and personnel aware of and familiar with the requirements contained herein.

### **Section 1.20 Safety meetings**

It is the Contractor's responsibility to hold daily Tailboard Meetings at the Job Site with its employees prior to commencing the Work to acknowledge potential hazards, review work procedures, and address safety measures.

### **Section 1.21 Repairs**

If, by reason of any accident or failure or other event occurring to, in, or in connection with a specific part of the Work during its execution, and any remedial or other Work or repair shall, in the opinion of the Manager, be urgently necessary for security or repair, and the Contractor is unable or unwilling at once to do such Work, the Coop may, by its own or through use of a third-party, 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 Agreement, 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, or remedial or other Work as may be reasonably practical, notify the Contractor thereof in writing.

### **Section 1.22 Personnel and equipment**

The Contractor shall:

- a. At all times during working hours, provide and maintain on the Job Site(s) adequate qualified and Competent Personnel and supervision for all portions of the Work and all such employees 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 Agreement and shall be authorized and prepared to receive from time to time, as for the Contractor, orders and instructions from the Manager;
- b. Upon written request by the Manager, cause to be dismissed or refused employment to such men as in the opinion of the Manager are undesirable or incapable of performing the Work; and
- c. Keep available all the equipment necessary to carry out the Work in accordance with the Agreement and shall maintain such equipment in good operating condition throughout the duration of the Agreement.

### **Section 1.23 Obligations of the Contractor**

The Contractor shall:

- a. perform the Work in compliance with the Contract Documents;
- b. perform the Work faithfully, in a reasonable manner, exercising best efforts, and in accordance with and subject to the terms and conditions contained in this Agreement;
- c. where applicable, provide qualified additional staff to provide the Work;
- d. pay all fees and all other costs incidental to the performance of the Contractor's obligations under this Agreement (subject always to the payment to the Contractor as contemplated herein);
- e. provide all such written and verbal reports as required by the Coop on the execution and progress of the Work. The Contractor will make available such

information, including data and documents, as the Coop may require from time to time to allow the Coop to evaluate the quality and progress of the Work; and

- f. upon receipt of request from the Contractor, provide evidence of full compliance with all requirements of the Workers' Compensation Act (Alberta) to and including the dates of such requests, such evidence to include the Contractor and any and all subcontractors.

#### **Section 1.24 Representations and Warranties of the Contractor**

The Contractor represents and warrants to the Coop and acknowledges that the Coop is relying upon such warranties and representations in entering into this Agreement, namely:

- a. that it has sufficient skill, knowledge, expertise and resources, including qualified and Competent Personnel, to perform and provide the Work in accordance with the provisions of this Agreement;
- b. if the Contractor is a corporation, it has been incorporated and organized under the laws of the Alberta and is a valid and subsisting corporation in good standing under all Applicable Laws of the Province of Alberta;
- c. the Contractor is in full compliance with all laws and regulations of any public authority relating to the conduct of its business, including with respect to its equipment and performing the Work, and has all required permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations under this Agreement and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said permits, licenses, certificates or authorizations;
- d. there is no pending or threatened grievance, labor dispute, work stoppage or strike, nor any charge or complaint against the Contractor before any court, tribunal, commission, board or other agency whether federal, provincial or municipal, involving any charge of unfair labor practice or relating to labour or employment issues or practices generally that will prevent the Contractor from performing the Services; and
- e. the Contractor's equipment shall be in good working condition suitable for its intended purpose.

#### **Section 1.25 Payment & Invoicing**

The Coop agrees to pay the Contractor for the faithful performance of the Work required to be done under the Agreement, the sums provided or calculated in accordance with the actual quantities of Work completed at the prices set out in the Schedule of Prices.

The Contractor shall provide bi-weekly invoices for all Work completed. The Contractor's invoicing will be based on the Work Unit listings that are included with each Work Package. Invoices shall be submitted in duplicate and include the appropriate work orders, dates and work order numbers. All routine servicing, maintenance and fueling of equipment shall be performed at the cost of the Contractor's and shall not be included in any invoice to the Coop.

The Coop shall pay the Contractor thirty (30) days after receipt of an invoice, subject to approval of the invoice by the Coop.

The Coop shall have the right to audit any or all of the Contractor's records, materials, data, statements and documents relating to the Work.

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

- a. The Contractor has paid any and all sums that are liable and due to the Workers' Compensation Board pursuant to the Workers' Compensation Act, RSA 2000, c W-15, as amended;
- b. The Contractor has either withheld, from each and every subcontractor 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 Alberta's Prompt Payment and Construction Lien Act, Builders' Lien Act and its Regulations, as amended, or, the Contractor has obtained from each subcontractor a waiver of his right to file a builders' lien; and
- c. The Contractor is not otherwise in default in respect of any term of this Agreement.

## **Section 1.26 Non-payment**

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

- a. loss on account of defective Work not remedied.
- b. loss on account of failure of the Contractor to make payments for labor or materials.
- c. proper claims of creditors of the Contractor and of creditors of its subcontractors arising or alleged to arise directly or indirectly out of the performance of the Work, that have not been settled when due; and
- d. loss on account of failure of the Contractor to settle claims of owners or occupiers



of land for damage caused by the Contractor.

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

### **Section 1.27 Waiver of Liens and Rights**

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 as well as all works, structures, and buildings that may from time to time become due from any person or persons to the Coop and the Contractor agrees to furnish the Coop with a good and sufficient waiver of privilege and moneys from every person, firm or corporation furnishing labor or materials to, for, or on behalf of the Contractor.

### **Section 1.28 Concurrent Retainers**

The Contractor may accept concurrent contracting retainers from other parties during the Term.

### **Section 1.29 Notice of service**

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

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

If it the notice, direction, instruction, request, approval, detail, appointment or other communication is not required to be in writing pursuant to the terms of this Contract, the same in deemed effectively delivered via any of the aforementioned methods hereof, or by communicating it orally to any officer of the Contractor or to the Contractor's supervisor.

### **Section 1.30 Force account or Hourly Rates**

- a. General - The Manager, by verbal or written order, may at any time direct the Contractor to carry out work on a Force Account or hourly rate basis. This will be done where the Work to be carried out is not described in terms of Work Units, or where the availability of the Contractor is required. The Contractor shall be

available at the time specified by the Manager, until such time as the Contractor is released by the Manager. The makeup of Force Account Crews shall be mutually agreed upon by the Coop and the Contractor.

- b. Downtime - No separate payment shall be made by the Coop for down time due to weather or mechanical difficulty for Unit Price Crews and all other hourly rated Crews.
- c. Numbers of personnel to be supplied - When the Contractor is directed to carry out Work on a Force Account basis, the Contractor will supply personnel in numbers requested by the Coop.
- d. Leaving the Job Site - When the Coop directs the Contractor to leave a Job Site where Work is being carried out on a Unit Price basis to go to a different job site, the Contractor shall be considered to be on Force Account from the time at which he must stop Work on a Unit Price basis. 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 Work on a Force Account basis, and the Contractor can demonstrate additional costs in making the Job Site ready to Work, the Coop shall pay the Contractor for such costs.
- e. Payment - Payment to the Contractor will be on an hourly basis, as submitted on the bid item list. Man hour and equipment rates include all overhead, payroll loading, Workers' Compensation Board, safety and training, expenses, living allowances, and all taxes (excluding GST).

### **Section 1.31 Hours of work**

The Contractor shall limit his hours of work to day-time operation. The Contractor shall be considerate of property owner concerns around noise and intrusion. The Contractor shall adhere to all pertinent Alberta labour standards and codes.

### **Section 1.32 Pre-work and post-work arrangements**

- a. Property access - The Contractor shall notify the Manager when the Contractor is in a Work Area that requires the Contractor to gain access to property. The Manager or its designate shall make arrangements for access.
- b. Interruptions - The Contractor shall arrange with the Manager to obtain any interruptions required for the Work. The Contractor should use reasonable best efforts to request for an interruption two (2) weeks in advance of a major interruption and two (2) days for others. Some flexibility will be required to meet

changing weather conditions, system emergencies and customer's specific requirements.

- c. Damages - The Contractor shall, following completion of the Work, call on any property owners or tenants, as applicable, who may have reason to feel that the property and/or lands have suffered damage. The Manager shall be advised immediately of any damages, claims, or potential damages or claims. The Contractor's foreman or supervisor shall be continually available to discuss damages incurred during the Work and arrangements made concerning access, with the Manager and the property owner or tenant, as applicable.
- d. Third party services - When the Contractor arranges for a subcontractor or third party to perform any Work, the conduct of any subcontractor or third-party in relation to the Work shall be the sole responsibility of the Contractor.

### **Section 1.33 Return data**

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

### **Section 1.34 Termination of work**

- a. Where the Coop determines that the Contractor is in default of its obligations as set out in this Agreement, the Coop shall, by written notice (the "**Notice of Default**"), require the Contractor to remedy such default, at the Contractor's sole expense, within forty-eight (48) hours of the delivery of the Notice of Default to the Contractor. The Contractor shall be in compliance with the Coop's instructions if:
  - i. The Contractor corrects the default with the time specified in the Notice of Default; or
  - ii. If the default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the default within the time specified in the Notice of Default, and additionally, the Contractor provides a schedule to correct default acceptable to the Coop and the Contractor corrects the default within the time set out in the schedule agreed to by the Coop.
- b. In the event that the default is not corrected in accordance with this clause to the Coop's satisfaction, or in the event of urgent circumstances where the giving of a written Notice of Default is impossible, or impracticable, as may be determined by the Coop in its sole and unfettered discretion, the Coop may, without prejudice

to any other right that the Coop has pursuant to this Agreement, or at law;

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

### **Section 1.35 Maintenance**

Neither payment for completed Work nor any provisions in the Contract Documents shall relieve the Contractor from responsibility for defective Work or Work completed to a standard that is less than a commercially reasonable industry standard, which appears within a period of eighteen (18) months from the date of the completion of the Work. 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 any such defective Work or Work completed to a standard that is less than a commercially reasonable industry standard, 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 own and sole cost, Work which is not to the standards specified by the Coop. This warranty shall extend for eighteen (18) months from the date in which any Work is completed.

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 such notice, all to the satisfaction of the Manager.

Notwithstanding the provisions of this Section 1.35, if any law in force in the Province of Alberta creates a more extended liability for the defective Work or Work completed to a standard that is less than a commercially reasonable industry standard, then the provisions of such law shall apply.

### **Section 1.36 Force majeure**

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

### **Section 1.37 Reversion to work on a formal force account basis**

In the event that the Coop initially intends to retain the Contractor primarily on a Unit Price basis, with some Work being done a Force Account basis, but should business conditions not favor the

continuation of Work on a Unit Price basis, the Coop reserves the right to revert to a Force Account basis. In such event, the terms of this Agreement continue to apply. Nothing in this Agreement shall limit the Coop and the Contractor from negotiating an addendum to this Agreement to carry out the Work, or any services or work on a different contractual basis.

### **Section 1.38 Severability**

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

### **Section 1.39 Further Assurances**

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

### **Section 1.40 Governing Law**

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

### **Section 1.41 Enurement**

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

### **Section 1.42 Singular, Plural, and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

### **Section 1.43 Headings**

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

#### **Section 1.44 Relationship between the Parties**

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between the two parties at arm's length.

#### **Section 1.45 No Authority**

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

#### **Section 1.46 Entire Agreement**

The Contract Documents constitute the entire agreement between the parties relating to the subject matter hereof and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in the Contract Documents.

#### **Section 1.47 Waiver of Agreement**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

#### **Section 1.48 Statutory Reference**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

### **Section 1.49 Remedies Generally**

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

### **Section 1.50 Payment of Monies**

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

### **Section 1.51 Counterparts**

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

### **Section 1.52 Confidential Information**

The Contractor shall:

- a) keep the Confidential Information confidential; and
- b) not use, observe or record any of the Confidential Information except as necessary to meet its obligations hereunder.

The Contractor acknowledges and agrees that any contravention of this Section by the Contractor may cause the Coop harm which may not be compensable by monetary damages alone and, accordingly, in addition to any other remedy available, the Coop shall be entitled as a matter of right to seek immediate injunctive relief restraining the contravening Contractor from committing or continuing to commit such breach.

The Contractor acknowledges and agrees that its restrictions set forth in this Agreement and imposed upon it are reasonable in all respects, are valid and are enforceable against it and further acknowledges and agrees that:

- a) The Coop would not have entered into this Agreement unless the Contractor had



agreed to be bound by the foregoing restrictions and therefore, that all the restrictions imposed upon it herein are of significant value to the Coop; and

b) the restrictions imposed upon it herein are necessary to protect the legitimate interests of the Coop and any violation of such restrictions may result in immediate and substantial irreparable injury to the Coop.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement with effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**BATTLE RIVER COOPERATIVE REA LTD.**

Per: \_\_\_\_\_

**THE CONTRACTOR**

Per: \_\_\_\_\_

**SCHEDULE 4: AREA MAPS**

**Battle River Power Coop**









