THIS IS EXHIBIT “H” TO THE AFFIDAVIT
OF STEVEN MUXLOW SWORN BEFORE ME
ON THIS 18TH DAY OF NOVEMBER, 2009

Craig J. Hill
A Notary Public in and for the Province of Ontario
CONTRACT NUMBER: 1006081

CONTRACT AND SPECIFICATIONS
Saddle Hills County
for

Range Road 84
From: Highway 681
To: North of Township Road 822
km 5.00 to km 11.70 (6.70 km)
and
Township Road 822 Intersection Re-alignment
km 1.00 to km 1.80 (0.80 km)

Local Road Grading and Other Work

Prepared by:
EXH Engineering Services
A Member of GENIVAR
June 2008
NOTE TO BIDDERS

For information regarding this project, you may contact Emdadul Haque, Director of Public Works for Saddle Hills County at (780) 864-3760 or his representing Consultant:

Doug Buyar
EXH ENGINEERING SERVICES
9001 – 115th Street
Grande Prairie, AB; T8V 5Z3
Phone: (780) 538-2667
Fax: (780) 538-2951
Email: grandeprairie@exheng.com

Tenders must be received no later than 2:00 p.m. local time on June 20, 2008 at the Saddle Hills County office in Spirit River, Alberta.

Tenders will be opened at 2:01 p.m. local time on June 20, 2008 at the Saddle Hills County office in Spirit River, Alberta. Public may be present.

Facsimile changes to the unit price schedule will be accepted. Facsimile (FAX) messages may be sent to (780) 864-3904, marked "ATTENTION: EMDADUL HAQUE, CONTRACT OPENING" on a copy of Form C58 found in this tender package. To be acceptable, the form must be received no later than the time and date set for the receipt of the tender.

The Owner reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The Owner reserves the right to accept a tender other than the lowest tender without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of the Owner to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the Owner deems appropriate. Without limiting the generality of the foregoing, the Owner may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.
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1. INSTRUCTIONS TO BIDDERS

1.1 CONDITIONS FOR TENDER SUBMISSIONS

Bidders may submit tenders at the following location only:

Saddle Hills County
Box 69
Spirit River, AB; T0H 3G0
Phone Number: (780) 864-3760

Bidders may submit Tenders only up to 2:00 p.m. local time on June 20, 2008.

Bidders must submit Tenders on the forms issued with this Tender document.

When submitting a Tender, all pages entitled "Tender Forms" and all addenda issued by Saddle Hills County and/or EXH Engineering Services, must be submitted, sealed in the envelope provided, to the Director of Public Works for Saddle Hills County at the above noted address, marked "Tender for Construction" with the Tender number, time and date of tender opening clearly marked on the lower right hand corner of the envelope.

A Bidder must indicate its name and address clearly in the upper left hand corner of the envelope so that the tender submission can be identified. The pre-addressed envelope issued with the tender documents should be used whenever possible.

1.2 COMPLETING TENDER FORMS

The "Unit Price Schedule" must be completed by:

- showing the Unit Price (where applicable), and the total for each item in the "Total Bid" column; (In case of discrepancy, the unit price figure will take precedence), and
- showing the tendered lump sum (where applicable) in the "Total Bid" column, and
- showing the sum of all tender item totals in the space marked "Total Tender".

The tender must be signed by:

- an authorized representative of the Bidder; and
- the official title of the Bidder must be shown, and
- the official seal of the Bidder must be affixed, or the signature must be witnessed and the Affidavit of Execution of the Witness must be completed.

The bid bond accompanying the Tender, in the amount of 10% of the Tender and made out to Saddle Hills County, must be signed and sealed in the space provided, by both the Bidder or his authorized representative, and the Bonding Company. If a certified cheque or bank draft is used in lieu of a bid bond, it shall be made payable to "Saddle Hills County".
1.3 ADDENDA

Addenda, when issued, form part of the Tender document. The Bidder shall acknowledge receipt of each addendum in the space provided on the Tender forms. The individual items included in the addendum shall be added, deleted or changed in accordance with the instructions contained in the addendum letter. A copy of each addendum will be inserted at the end of the Tender document.

When an addendum is issued by the Owner, the covering letter containing instruction regarding the addendum shall be attached to the inside front cover of the "Contract and Specifications" book. The individual items included in the addendum shall be inserted in accordance with the covering letter. Addenda, when issued, form part of these contract documents.

1.4 CHANGES OR WITHDRAWALS OF TENDER SUBMISSIONS

Bidders are advised that requests for withdrawal of Tender submissions must comply with the conditions of Alberta Infrastructure and Transportation’s Standard Specifications for Highway Construction (Edition 13, 2007), Specification 1.2 “General Specifications”.

A Bidder wishing to make changes to its Tender before the time set for receiving Tenders may withdraw the Tender submission in accordance with the conditions of Alberta Infrastructure and Transportation’s Standard Specifications for Highway Construction (Edition 13, 2007), Specification 1.2 “General Specifications”. The modified Tender may then be resubmitted in the same sealed envelope, no later than the time and date set for the receipt of the tender.

Alternatively, if this change is to the unit price schedule only, the Bidder may send a facsimile (FAX) message to (780) 864-3904, marked "ATTENTION: EMDADUL HAQUE, CONTRACT OPENING" on a copy of Form C58 found in this tender package. To be acceptable, the form must be received by the time and date set for the receipt of the tender.

The Owner and the Consultant accepts no responsibility for faxed changes. It is the Bidders responsibility to confirm receipt of any faxed changes.

1.5 PROJECT INQUIRIES

For information regarding this project, you may contact:

Doug Buyar
EXH ENGINEERING SERVICES, A Member of GENIVAR
9001 – 115th Street
Grande Prairie, AB T8V 5Z3
Phone: (780) 538-2667
Fax: (780) 538-2951
Email: grandeprairie@exheng.com
1.6 PRE-TENDER MEETING

There will be no pre-tender meeting for this contract.

1.7 SIGNED CONTRACT PACKAGE

The Contract Forms, Statutory Declarations and any other applicable forms and schedules will be completed by the successful bidder and included in the signed contract.

1.8 SAFETY PRE-QUALIFICATION

Contracts will only be awarded to Bidders who, prior to the time fixed for receiving tenders, possess a Certificate of Recognition (COR) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.

Bidders are advised that a small employer Certificate of Recognition (for employers with less than ten employees) is not considered acceptable.

For Bidders who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) will be considered acceptable.

Confirmation that the Bidder possesses a COR or a valid TLC will be obtained through the Alberta Construction Safety Association.

Prospective Bidders who do not possess a COR and wish to obtain information about obtaining a COR or TLC, are advised to contact:

The Alberta Construction Safety Association

Edmonton Office
#101, 13025 St. Albert Trail
Edmonton, AB T5L 5G2
Phone: (780) 453-3311
Fax: (780) 455-1120
Email: edmonton@acsasafety.org

Calgary Office
#201, 2725 - 12 Street, NE
Calgary, AB T2E 7J2
Phone: (403) 291-3710
Fax: (403) 250-2852
Email: calgary@acsasafety.org

Toll Free Numbers:
Phone: 1-800-661-2272
Fax: 1-877-441-0440

Phone: 1-800-661-6090
Fax: 1-877-258-5881
1.9 CONTRACT INFORMATION DOCUMENTS

1.9.1 Reference Plans and Drawings

Referenced plans and drawings which are not bound in this Tender document or found in Alberta Infrastructure and Transportation's Standard Specifications for Highway Construction (Edition 13, 2007) will be available for viewing in the EXH Engineering Services office in Red Deer, Alberta.

1.9.2 Design Cross-Sections

Books containing all design cross-sections on the main alignment, which are not bound in the Tender document or Specifications, will be available for viewing in the EXH Engineering Services office in Red Deer, Alberta.

1.9.3 Full Size Plans and Drawings

Full size plans and drawings for this Tender are available for viewing at the EXH Engineering Services office in Red Deer, Alberta.

Bidders wishing to order copies of the plans during the tendering period may purchase them for $50.00 per set from EXH Engineering Services, 7710 Edgar Industrial Court, Red Deer, Alberta, T4P 4E2. Telephone (403) 342-7650.
2. **TENDER FORMS**

2.1 **BIDDERS SCHEDULE FOR WORK**

Bidders are required to submit, along with their tender, this schedule sheet showing their proposed starting date and completion date of this project.

<table>
<thead>
<tr>
<th>Project</th>
<th>Starting Date</th>
<th>*Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Range Road 84</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Road Grading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Projects</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marshall, Saskatchewan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewage Lagoon Expansion</td>
<td>July 10/08</td>
<td>Aug 15/08</td>
</tr>
</tbody>
</table>

*N.B. Completion dates that exceed the Contract Completion Date will be considered a qualified bid and may be rejected.*

---

Contractor's Signature

[Signature]

Date

June 20/08
2.2 TENDER FOR CONSTRUCTION

To the Director of Public Works for Saddle Hills County in the Province of Alberta:

Brute Force Oilfield Hauling Inc.
(Name of Contractor)

the undersigned hereby tenders and agrees to execute and construct all work of every description required in the construction and final completion of the following work:

Range Road 84

From: Highway 681
To: North of Township Road 822

km 5.00 to km 11.70 (6.70 km)

and

Township Road 822 Intersection Re-alignment

km 0.00 to km 1.80 (1.0 km)

Local Road Grading and Other Work

in strict accordance with the plans and specifications, for the unit prices in the unit price schedule enclosed.

The undersigned acknowledges receipt of the following addenda,

_____________________

which shall form part of the Tender document.
## UNIT PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantities</th>
<th>Unit Price</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site Occupancy (1.2.21)</td>
<td>40 Days</td>
<td>$900.00</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Mobilization (1.2.13)</td>
<td>Lump Sum</td>
<td>$149,059.55</td>
<td>$149,059.55</td>
</tr>
<tr>
<td>3</td>
<td>Clearing (2.1.3) (Special Provisions)</td>
<td>2.0 ha</td>
<td>$665.75</td>
<td>$13,595.00</td>
</tr>
<tr>
<td>4</td>
<td>Clearing and Timber Salvage</td>
<td>1.0 ha</td>
<td>$16,936.80</td>
<td>$16,936.80</td>
</tr>
<tr>
<td>5</td>
<td>Common Excavation (2.3.6) (Special Provisions)</td>
<td>184,000 m³</td>
<td>$3.54</td>
<td>$559,260.00</td>
</tr>
<tr>
<td>6</td>
<td>Borrow Excavation (2.3.6) (Special Provisions)</td>
<td>40,000 m³</td>
<td>$5.31</td>
<td>$212,400.00</td>
</tr>
<tr>
<td>7</td>
<td>Topsoil Distribution (Special Provisions)</td>
<td>150,000 m²</td>
<td>$0.40</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Culverts - Supply &amp; Install 600 mm x 1.5 mm C.S.P. (2.4.4) (Special Provisions)</td>
<td>153 m</td>
<td>$176.91</td>
<td>$27,067.33</td>
</tr>
<tr>
<td>9</td>
<td>Culverts - Supply &amp; Install 800 mm x 2.0 mm C.S.P. (2.4.4) (Special Provisions)</td>
<td>519 m</td>
<td>$219.61</td>
<td>$115,117.59</td>
</tr>
<tr>
<td>10</td>
<td>Erosion Control Barrier (Silt Fence) Supply and Place (6.6.9)</td>
<td>600 m</td>
<td>$6.54</td>
<td>$3,240.00</td>
</tr>
<tr>
<td>11</td>
<td>Erosion Control Soil Covering - Supply and Place (Special Provision)</td>
<td>15,000 m²</td>
<td>$2.46</td>
<td>$36,900.00</td>
</tr>
<tr>
<td>12</td>
<td>Synthetic Permeable Barriers - Supply and Place (Special Provisions)</td>
<td>1,200 m</td>
<td>$16.80</td>
<td>$20,160.00</td>
</tr>
<tr>
<td>13</td>
<td>Turf Reinforcement Mat - Supply and Install (6.6.9) (Special Provisions)</td>
<td>1,500 m²</td>
<td>$5.25</td>
<td>$7,375.00</td>
</tr>
<tr>
<td>14</td>
<td>Seeding, Fertilizing and Harrowing (2.20.4) (Special Provisions)</td>
<td>19.0 ha</td>
<td>$895.56</td>
<td>$17,015.44</td>
</tr>
<tr>
<td>15</td>
<td>Gravel Surfacing Designation 4 Class 25 (3.3.4) (Special Provisions)</td>
<td>4,900 m³</td>
<td>$36.13</td>
<td>$179,770.70</td>
</tr>
<tr>
<td>16</td>
<td>W-Beam Guardrail - Supply and Install (Special Provisions) (2.19.4)</td>
<td>58 m</td>
<td>$183.25</td>
<td>$10,515.50</td>
</tr>
<tr>
<td>17</td>
<td>Supply of Signs, Aluminum (5.18.3)</td>
<td>2.04 m²</td>
<td>$143.75</td>
<td>$408.25</td>
</tr>
<tr>
<td>18</td>
<td>Supply of Signs, Aluminum - 3M Diamond Grade (VIP) (5.18.3)</td>
<td>1.88 m²</td>
<td>$258.75</td>
<td>$486.45</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Estimated Quantities</td>
<td>Unit Price</td>
<td>Total Bid</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------</td>
<td>----------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>19</td>
<td>Install Sign – Less than 1m²</td>
<td>g signs</td>
<td>$26.52 per sign</td>
<td>$241.80</td>
</tr>
<tr>
<td></td>
<td>(7.7.5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Supply and Install Posts –</td>
<td>g posts</td>
<td>$35.70 per post</td>
<td>$1221.20</td>
</tr>
<tr>
<td></td>
<td>150mm x 100mm (7.7.5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Tender</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1417.508</td>
</tr>
</tbody>
</table>

(GST not included)
2.4 TENDER AGREEMENT

The Owner reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The Owner reserves the right to accept a tender other than the lowest tender without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of the Owner to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the Owner deems appropriate. Without limiting the generality of the foregoing, the Owner may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.

2.4.1 Tender Security

The Undersigned encloses herewith as a deposit, a bid bond or a certified cheque payable to Saddle Hills County of the Province of Alberta for ten percent (10%) of the Tender Bid Amount.

The undersigned hereby agrees that if, within twenty-one (21) days after the Contract is presented to him for signature, hand delivered or sent by registered mail or courier addressed to him at the address stated in the tender, the undersigned refused or fails:

a) to sign and return to Saddle Hills County the Contract for the performance of the Work and the supplying of Material covered by this tender; or

b) to provide security and insurance as required by the Specifications,

the bid bond or deposit shall be subject to forfeiture to Saddle Hills County, and if a Contract for that Work and Material is then entered into with some other person for a greater amount, the Undersigned is liable to Saddle Hills County in the amount equal to the difference between the amount of his tender and the amount of the Contract actually entered into; the maximum not exceeding the amount of the security required under this section.

2.4.2 Tender Withdrawal

The undersigned hereby agrees that he will not withdraw this tender after the time fixed for receiving tenders,

a) until some other person has entered into a contract with Saddle Hills County for the performance of the work and/or the supplying of the materials specified in the notice inviting tenders, or

b) until thirty-five (35) days after the time fixed for receiving this tender,

whichever first occurs.

2.5 AGREEMENT

Should this tender be accepted, the undersigned agrees to enter into written agreement with Saddle Hills County for the faithful performance of the works covered by this tender, in accordance with the said plans and specifications and complete the said work on or before October 15, 2008.
2.6 TENDER SIGNING AND SEALING

An authorized signing officer shall affix his signature to this Tender. The Tender shall be either sealed with the Company Seal, or the Affidavit of Execution of the Witness shall be completed. Failure to comply may result in the tender being rejected.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA

TO WIT:

I, ____________________________________________, of the City of __________________________, in the Province of Alberta, make oath and say:

That I was personally present and did see ____________________________

that the same was executed at the City of ____________________________ in the Province, and that I am the ________________________________________

subscribing witness thereto;

That I personally know the said ________________________________________ and he is in my belief the full age of eighteen years.

SWORN before me at the City of ____________________________

in the Province of Alberta, this __________ day of __________, 20__________.

Witness Sign Here

A Commissioner for Oaths in and for the Province of Alberta.

(Seal)

BRUTE FORCE OILFIELD HALLING INC.
Contractor's Name (Company Name)

Authorized Signature

Box 4172, 76 Diamond Ave,
Address SPRUCE GROVE, AB

T7X 3B4
Postal Code

780-960-4220
Contractor's Telephone Number

Witness

Date June 20/08

EXH Engineering Services

A Member of GENIVAR

WORK SAFE ALBERTA
Local Road Grading and Other Work

Range Road 84

Contract No. 1006081

Saddle Hills County

June 18, 2008

RE:  ADDENDUM NO. 1

Please initial and include this addendum and the attached “Addendum 1 Typical Cross-Section Range Road 84” when submitting your completed tender to Saddle Hills County office in Spirit River, Alberta.

This tender is modified in accordance with the following:

In Section 7, PLANS:

Plan Number 6081 - 01 & 02 - Range Road 84 – Plan/profile (2 pages): The Typical Cross-Section as show on the above noted plans is modified as per the attached Typical Cross-section. Specifically, the finished road top width is amended from a width of 12.0 meters to 12.4 meters.

The contractor shall note that all design quantities as listed in Section 2.3 – Unit Price Schedule and Section 5.15 – Common and/or Borrow Excavation, remain as listed in the Tender Document.

The actual computer design for this project was completed based on a template with a finished road top width of 12.4 meters therefore no adjustments to the estimated and/or design quantities are required.
EXCAVATE A MINIMUM OF 0.60m BELOW DESIGN SUBGRADE SURFACE, COMPACT EXPOSED SURFACE AND RESTORE TO GRADE WITH COMPACTED FILL.
3. **CONTRACT FORMS**

Saddle Hills County

**CONTRACT (Page 1)**

This Agreement made and concluded in triplicate as of this 7th day of July, 2008, between Saddle Hills County (hereinafter called "the County") of the first part and Brute Force Oilfield Hauling Inc. of the City of Spruce Grove in the Province of Alberta (hereinafter called "the Contractor") of the second part.

WITNESSETH, that for and in consideration of the covenants and agreements on the part of the County, hereinafter contained and the prices hereinafter mentioned, the Contractor for himself, his executors, administrators and assigns, covenants and agrees with the County to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

**Range Road 84**

From: Highway 681
To: North of Township Road 822

km 5.00 to km 11.70 (6.70 km)

and

Township Road 822 Intersection Re-alignment

Km 1.00 to km 1.80 (0.80)

Local Road Grading and Other Work

in strict accordance with the plans and specifications of said work hereto attached, and to deliver the same over, complete and fully finished in every particular to the County on or before October 15, 2008.
Saddle Hills County

IT is mutually agreed that the attached tender or proposal and bond of the Contractor, together with the plans, specifications and any special provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as if herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the work herein contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the said County that all just claims for labour and materials and for damages in connection with the work have been paid, the said County covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices stated in the Contractor's attached proposal or tender.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal as of the day and year herein mentioned, and these presents have been signed and sealed by the representatives of the County, on behalf of the County.

SIGNED, SEALED AND DELIVERED BY THE CONTRACTOR IN THE PRESENCE OF:

[Signature]
Witness

[Signature]
Contractor

SIGNED AND SEALED ON BEHALF OF SADDLE HILLS COUNTY

[Signature]
per

[Signature]
per

[Signature]
Holding CAO
Witness

EXH Engineering Services
A Member of GEMINAR

WORK SAFE
ALBERTA
4. TENDER AMENDMENT FORMS

We, __________________________

(Name of Contractor)

the undersigned, modify the unit price schedule for our tender as shown in the following table:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price Change + or -</th>
<th>Total Change For This Item + or -</th>
</tr>
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</table>

Increase (+) or Reduce (-) Total Tender By

We also acknowledge and agree that:

1. This change supersedes all previous changes including those to other bid items. Previously submitted changes are null and void.

2. We accept full responsibility for any lack of confidentiality arising from the use of this process.

3. Failure of these revisions to arrive on time, accurately or completely for any reason will render these revisions null and void.

__________________________
Signature

__________________________
Position in Company

__________________________
Company Name

__________________________
Date

Neither the County nor the Consultant is responsible for faxed amendments not being received.

- Form C58 -
5. **SPECIAL PROVISIONS**

5.1 **STANDARD SPECIFICATIONS, SPECIFICATION AMENDMENTS AND TYPICAL DRAWINGS**

All reference to "Specifications" in this Tender document will be understood to mean Alberta Transportation's *Standard Specifications for Highway Construction* (Edition 13, 2007) unless otherwise noted.

5.1.1 **Definitions**

The word "Owner" or "Department" shall mean Saddle Hills County.

The word "Minister" shall mean the person holding the position or acting in the capacity of the Director of Public Works for Saddle Hills County or his duly appointed representative.

5.1.2 **Goods and Services Tax (G.S.T.)**

Bid prices are to exclude the Goods and Services Tax on all materials and services supplied by the Contractor and incorporated into the work.

The Owner will include the applicable Goods and Services Tax payment on the monthly and final progress payments.

5.1.3 **Alberta Infrastructure and Transportation Name Change**

Due to government reorganization, Alberta Transportation's name has changed. As a result, some specifications, drawings, plans and other documents in this contract may continue to reference Alberta Infrastructure and Transportation, Alberta Infrastructure or Alberta Transportation and Utilities. Please be advised that any references to Alberta Infrastructure and Transportation, Alberta Infrastructure or Alberta Transportation and Utilities shall mean Alberta Transportation.

5.1.4 **Standard Specifications for Highway Construction and Bridge Construction Work**

The specifications for highway and bridge construction work, which shall form part of the Contract Agreement, are published in the following Alberta Transportation manuals:


5.1.5 **Typical Plans and Drawings**

Additional specifications, typical plans and drawings, which shall form part of the Contract Agreement, are published in the following documents which are available for viewing and/or download from the Departments web site at the following address: www.infratrans.gov.ab.ca under the "TENDERING AND CONTRACTING" heading for the specified manual:
Typical minimum requirements for traffic accommodation and construction zone temporary signing are included in the following Department manuals:

- Traffic Accommodation in Work Zones, 2nd Edition; and

It may be necessary for the Contractor to modify these drawings and/or develop new drawings to address non-typical situations when developing the Traffic Accommodation Strategy in accordance with Specification 7.1, "Traffic Accommodation and Temporary Construction Signing".


- Typical minimum requirements for permanent highway signage are included in the Alberta Transportation manual entitled “Typical Signage Drawings”.

- Typical minimum requirements for barriers are included in the Alberta Transportation manual entitled “Typical Barrier Drawings”.

- Typical minimum requirements for erosion and sediment control devices are included in the “Design Guidelines for Erosion and Sediment Control for Highways”.

- Typical minimum requirements for highway street lighting devices are included in the “Highway Lighting Guide – 2003”.

- All other typical plans and drawings are included in the Alberta Transportation manual entitled “CB6 Highway Standard Plates – Revised August 2002”.

Hard copy versions of select manuals are available for purchase from Alberta Transportation, Program Management Branch, First Floor, Twin Atria Building, 4999 - 98 Ave., Edmonton, AB, Telephone: (780) 415-1068.

Bidders are advised that, from time to time, the Department may issue revisions to existing drawings, and/or may insert drawings into the above mentioned manuals without re-printing hard-copy editions of the manual. These new and/or revised drawings will be available on the Department’s web site.

Bidders are further advised that any drawing revisions and/or new drawings that are posted on the Department’s web site as of five calendar days prior to the date set for the opening of tenders, will apply to this Project.

Any standard drawings that are not available on the Department’s web page will be included in the Contract Documents.
5.1.6 Specification Amendments

The following checked off specification amendments as contained in the Alberta Transportation manual entitled *Specification Amendments and Supplemental Specifications for Highway and Bridge Construction* (Edition 13, 2007) are applicable for this Tender. Those items not checked off do not apply to this Tender. These documents may contain modifications to the pay clauses for those specifications which are amended.

<table>
<thead>
<tr>
<th>Designation</th>
<th>General Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SECTION 1 - GENERAL SPECIFICATIONS</strong></td>
<td></td>
</tr>
<tr>
<td>AMC_C125.2</td>
<td>Priority Line Painting for Site Occupancy</td>
</tr>
<tr>
<td>AMC_C125.3</td>
<td>Non-Priority Line Painting for Site Occupancy</td>
</tr>
<tr>
<td>AMC_S53.1</td>
<td>Construction Staking and Survey Majority by Contractor</td>
</tr>
<tr>
<td>X</td>
<td>Construction Staking and Survey Majority by Consultant</td>
</tr>
<tr>
<td>AMC_S53.3</td>
<td>Construction Staking and Survey for Bridge Structures</td>
</tr>
<tr>
<td>AMC_C230</td>
<td>Diesel Fuel Cost Adjustment</td>
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<tr>
<td><strong>SECTION 2 - GRADE CONSTRUCTION</strong></td>
<td></td>
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<tr>
<td>Specification 2.19, GUARDRAIL AND GUARDPOSTS</td>
<td></td>
</tr>
<tr>
<td>AMC_S186</td>
<td>Supply of Plastic Guardrail Posts - Contractor’s Option</td>
</tr>
<tr>
<td><strong>SECTION 3 - SURFACING</strong></td>
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</tr>
<tr>
<td>X</td>
<td>Tolerances for Surface Finish</td>
</tr>
<tr>
<td>AMC_S155</td>
<td>Hot In-Place Recycled Asphalt Pavement - EPS</td>
</tr>
<tr>
<td>AMC_S201</td>
<td>Acceptance Testing for Contracts with Small Quantities (less than 1000 tonnes) of Asphalt Concrete Pavement (ACP)</td>
</tr>
<tr>
<td><strong>SECTION 4 - MISCELLANEOUS</strong></td>
<td></td>
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<tr>
<td>AMC_S231</td>
<td>Truck Haul Registry</td>
</tr>
<tr>
<td><strong>SECTION 5 - MATERIALS</strong></td>
<td></td>
</tr>
<tr>
<td>AMC_S9.4</td>
<td>Supply of Aggregate - With Option</td>
</tr>
<tr>
<td>X</td>
<td>Supply of Aggregate - No Option</td>
</tr>
<tr>
<td>AMC_S9.6</td>
<td>Supply of Aggregate - Designated Source</td>
</tr>
<tr>
<td>AMC_C218</td>
<td>Interim Supply of Materials</td>
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</tbody>
</table>
## SPECIAL PROVISIONS

### BRIDGE CONSTRUCTION SPECIFICATIONS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>AMC_B013</td>
<td>Adjustment of Completion Date and Liquidated Damages</td>
</tr>
<tr>
<td>AMC_B010</td>
<td>Site Occupancy for Contracts with Major Bridge Component</td>
</tr>
<tr>
<td>AMC_B011</td>
<td>Lane Closure for Bridge Construction</td>
</tr>
<tr>
<td>AMC_B020</td>
<td>Site Offices for Bridge Structure Construction</td>
</tr>
<tr>
<td>AMC_B219</td>
<td>Course of Construction Insurance - Optional</td>
</tr>
</tbody>
</table>

### SUPPLEMENTAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.15</td>
<td>Fish Capture and Release</td>
</tr>
</tbody>
</table>
5.2 STANDARD DRAWINGS

In addition to the standard drawings referenced in the specifications, the following standard drawings shall apply:

<table>
<thead>
<tr>
<th>SIGNING</th>
</tr>
</thead>
<tbody>
<tr>
<td>TCS-C-1.2A                    Typical Signing – No Lane Closure, Two Lane Undivided Highway</td>
</tr>
</tbody>
</table>

MISCELLANEOUS GRADING

<table>
<thead>
<tr>
<th>MISCELLANEOUS GRADING</th>
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</thead>
<tbody>
<tr>
<td>CB6-2.3M5                  Approach Treatment for Minor Intersecting Roadways</td>
</tr>
<tr>
<td>CB6-2.3M30                Proposed Staged Construction for Temporary Traffic Accommodation</td>
</tr>
</tbody>
</table>

CULVERTS

<table>
<thead>
<tr>
<th>CULVERTS</th>
</tr>
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<tbody>
<tr>
<td>CB6-2.4M1                  Corrugated Metal Pipe Culvert Installation (Open-Cut Method)</td>
</tr>
<tr>
<td>CB6-2.5M1                  Hand Laid Rip-Rap (Rock or Sacked Material)</td>
</tr>
<tr>
<td>CB6-5.15M1                 Details of Standard Sloped End Sections for C.M.P. Round Culverts</td>
</tr>
</tbody>
</table>

5.3 CONTRACT INFORMATION DOCUMENTS

Contract Information Documents including, but not limited to, geotechnical reports, miscellaneous documents, and reference drawings that may have been provided to the Contractor, or made available to the Contractor for viewing during the tender period shall not be considered part of the Contract documents.

The Contractor is not entitled to rely upon the factual information or factual data in any Contract Information Document, nor any opinions or interpretations contained therein. Contract Information Documents shall not be considered accurate, complete or appropriate, and are made available solely for the purpose of providing the Bidder with access to the information available to the Minister.

5.4 CONSULTANT

For this Tender, the Consultant as defined in Section 1.1.7, "Consultant" and as referenced in the specifications, will be **EXH Engineering Services, A Member of GENIVAR**.

5.5 HOLDBACK ON MONTHLY PROGRESS PAYMENTS

Holdback will be assessed as per Section 1.2.26 in the General Specifications. The Holdback will be ten (10%) percent for this contract and held for a minimum period of forty-five (45) days after project completion.

5.6 SCOPE OF WORK

The scope of work for this project shall include the re-grading of the existing roadway beginning at approximate kilometer 5.00 at Highway 681 and ending at kilometer 11.70 north of Township Road 822 (6.70km) and a portion of the East-West Intersection on Township Road 822 – km 1.00 to km 1.80.
Saddle Hills County - 19 - Contract: 1006081
Range Road 84

SPECIAL PROVISIONS

The project has been prepared on a "Modified Lump Sum Grading Basis", where the Contractor shall supply all necessary materials, labor, equipment, expertise, supervision and any other incidentals to complete this portion of the Contract according to project length and dimensions of the typical cross-sections as shown on the site plans and profiles.

Final payments will be made as per the unit prices bid for the construction of Range Road 84 upon inspection and acceptance of the completed work.

Unless otherwise specified, the Contractor shall supply all materials necessary to complete the Work. A complete job is called for, therefore any labour, material, equipment, tool or incidental item not specifically mentioned, but necessary for completeness will be considered incidental to the Work and no separate or additional payment will be made.

5.7 ENVIRONMENTAL CONTROL

5.7.1 Campsites

Prior to the establishment of a campsite and roads providing access thereto or for other camp uses, the Contractor shall obtain the approval of the Consultant and contact the local Conservation Reclamation Officer shown following:

Public Land
Bob Barlund
Public Lands Specialist
Box 189
Spirit River, AB T0H 3G0
Phone: (780) 864-3574

Private Land
Saddle Hills County
Phone: (780) 864-3760

Debris resulting from the clearing undertaken in such areas shall be piled and burned and areas left in a tidy condition in accordance with Forest and Prairie Protection Act and regulations. All campsites shall be kept in a neat and sanitary condition at all times.

Prior to the abandonment of a campsite, the Contractor shall obtain a "Reclamation Clearance" from the above local Official.

5.7.2 Control of Equipment

The Contractor shall carefully control all equipment and work operations so that his operations do not extend beyond the designated working limits unless otherwise specifically authorized by the Consultant.

5.7.3 Environmental Protection and Enhancement Act

The Contractor shall carry out his operations so as to adhere to and meet all guidelines as set out in the Environmental Protection and Enhancement Act.
5.7.4 Environmental Construction Operations (ECO) Plan

As per Section 1.2.50.2 of the Standard Specifications for Highway Construction the Contractor shall submit an ECO Plan, 14 days prior to the pre-construction meeting for the Consultant's review.

5.7.5 Clearing

The Contractor shall co-ordinate and under take all right of way clearing operations as per Section 2.1 Clearing. All clearing on this project will be made at the applicable bid price for "Clearing". The Contractor shall be responsible for all borrow pit clearing as per special provision "Supply of Borrow."

The Contractor shall obtain all required permits or permissions to undertake the burning or burying of clearing within the County.

5.7.6 Clearing and Timber Salvage

The Contractor shall co-ordinate and undertake all right of way clearing and timber salvage operations as per Section 2.1 Clearing. The Contractor shall clear, salvage and stockpile the trees from approximate stations 9+850 - 11+480 LT & RT (E1/2 of Section 8 & W1/2 of Section 9 - 82 -08 - W6). These trees shall be limbed, topped and decked in a convenient location for loading and hauling. All non-useful timber and debris shall be disposed of by burning or burying as approved by the Consultant.

Payment for clearing and timber salvage will be made at the unit price bid per hectare for "Clearing and Timber Salvage". This payment will be full compensation for all clearing and timber salvage operations.

5.7.7 Burning

Prior to burning any trees, garbage or the like, the Contractor shall contact the appropriate local official. Conditions under which burning is to be permitted will be given at this time. Upon instructions from the Official, the Consultant may request that a patrol be kept on site during the time that burning is in progress in which event the Contractor shall supply all the necessary men and equipment. The cost of supplying such men and equipment will not be paid for separately but shall be considered incidental to the Work.

At the conclusion of burning, and prior to the formal release of liability to the Contractor, a joint inspection shall be made of the project by the Contractor, the Consultant and the applicable local Official. Before this inspection takes place, the Contractor shall ensure that, to the best of his abilities, all fires are extinguished.

The Contractor will be solely responsible for ensuring all fires are monitored and totally extinguished. If a fire results from an improperly extinguished fire, the Contractor may be held responsible for the damage.
All non-flammable debris is to be disposed of by a method or at a site that is approved by the Consultant.

5.7.8 Historical Resources

Pursuant to Section 27 of the Historical Resources Act, should any paleontological or historical resources be discovered during the conduct of construction activities, the Project Manager is to be informed immediately. Pursuant to information from the appropriate governing body, it may be necessary for the County to issue further instructions regarding the documentation of these resources.

5.8 TOWING TRAFFIC

Contrary to Section 2.3.6.2, Towing Traffic, there will be no separate payment made for towing traffic. Any costs for towing traffic shall be included in the unit price bid for “Common Excavation”. The Contractor shall supply operators and equipment for towing as required or at the request of the Consultant.

5.9 CONTRACTOR’S USE OF LIME

Contrary to Section 2.3.6.13.5, Drying Wet Material, the County will not reimburse the Contractor for 50% of the cost for the supply of lime for drying wet materials. If the Contractor elects to use lime for drying, no separate or additional payment will be made for the work.

5.10 SUPPLY OF AGGREGATE (CONTRACTOR’S SUPPLY WITH NO OPTION)

The Contractor shall supply aggregates entirely from sources of his own choice. Supply of aggregate will not be paid for separately. The cost of supplying aggregate is considered incidental to the work, or included in the unit price bid for the work for which the aggregate is being produced.

It should be noted that the Contractor will be required to obtain a Road Use Agreement from Saddle Hills County prior to hauling on County Roads.

5.11 WORK IN THE VICINITY OF UTILITIES

5.11.1 General

The Contractor’s attention is drawn to Section 1.2.49, Safeguarding Utility Installations, of the General Specifications.

Additional specific requirements for work in the vicinity of utilities and coordination with the owners and/or operators are listed under the particular utility.

The known utility companies, owners and operators and their representatives are as follows:
SADDLE HILLS COUNTY
- 22 -

SPECIAL PROVISIONS

Telus Communications
C/o Mr. Cory Taylor
Stewart Weir & Co. Ltd.
#99 11039 - 78 Avenue
Grande Prairie, AB T8W 2J7
Phone: (780) 814-5880

Central Peace Gas Co-op
C/o: Jay Livingston
Box 119
Spirit River, AB T0H 3G0
Phone: (780) 864-3873

ATCO Electric Ltd.
C/o: Cecile Gregory
Box 59
Beaverlodge, AB T0H 0C0
Emergency Service: 1-800-668-5506
Local: Rick Svecla
Phone: (780) 864-2114

Spectra Energy Midstream Services Ltd. (formerly Duke Energy)
C/o: Jim Eros
Suite 1500
500-4 Avenue SW
Calgary, AB T2P 2V6
Phone: (403) 537-6200
Local: (780) 864-4494

Nova Transmission (aka: Trans Canada Pipelines)
C/o: Echo McNell
Scott Land, Suite 900
202 - 6 Avenue SW
Calgary, AB T2P 2R9
Phone: (403) 538-3263
Local: Randy Klaepatch
Fairview, AB
Office: (780) 835-8100
Cell: (780) 834-8129

Montello Resources Ltd.
(30 Edgevalley View NW; T3A 5N9)
P.O. Box 1757
Station 'M'
Calgary, AB T2P 2L8
Phone: (403) 241-9197

C1 Energy Ltd.
C/o: Dean Anderson
Suite #500
521 - 3 Avenue SW
Calgary, AB T2P 3T3
Phone: (403) 232-1115 (102)

5.11.2 Liability

In order for Saddle Hills County to obtain the necessary permission from the affected companies for construction in the proximity of their pipelines and other facilities, Saddle Hills County may be required to enter into agreements with the owners and assume liability for damages, which may occur as a result of the Contractor's operations in those areas. In the event the County
becomes liable for these damages by virtue of any agreements made between themselves and the companies, the Contractor shall save harmless and indemnify the County in accordance with Section 1.2.10, Insurance and Section 1.2.42, Due Care, Claim Settlement and Hold Harmless of the General Specifications and the Contractor shall be fully responsible for his operations.

5.11.3 Utilities and Pipelines

It is the Contractor’s responsibility to locate all underground and aboveground utilities and pipelines. The Contractor is responsible for the cost of repairing any gas line, telephone cables or any utilities and pipelines damaged as a result of the construction.

5.12 ROAD CLOSURE AND LAND ACCESS

Range Road 84 will be closed to ‘through traffic’ from Highway 681 to Township Road 822 for the lowering of the three gas pipelines by Trans Canada Pipelines at approximate station 11+040. This work will commence on approximately June 9, 2008. The expected completion date for the pipeline lowering is July 4, 2008. For updated scheduling information on the pipeline lowering, the Project manager for Trans Canada Pipelines is:

John Webber (403) 920-6566

The County will be responsible for the detour road maintenance during the road closure. Should the Contractor schedule road construction work to start as soon as possible, he may apply to the County to maintain the road closure after the pipeline work is completed until there is a gravelled road grade constructed through the project. The Contractor shall be responsible to maintain access for the landowners from approximate Stations 5+000 to 9+850 during road construction operations in this area. During the road construction work on the realignment of the Township Road 822 intersection and work to the north on Range Road 84, the Contractor shall maintain access through this portion of the project. He shall schedule this work so it is completed in an expeditious manner and disruption to traffic is minimized.

5.13 SCHEDULE

A detailed schedule showing the sequence of work shall be submitted to the Consultant one week prior to the pre-construction meeting.

Work on lowering the three large gas pipelines at approximate Station 11+040 may be in progress when the Contractor commences road construction on the project. As per Specification 1.2.49.4.3 Pipelines, the Contractor shall be prepared to work on other areas of the project until this area is available. The Contractor shall have no claim for delay caused by the modifications to his work schedule.

5.14 SITE OCCUPANCY

A significant portion of the Common Excavation on the project is adjacent to the location of the Trans Canada Pipeline lowering operation at approximate station 11+040. No Calendar Days
will be assessed for Site Occupancy if work on the pipeline lowering at approximate Station 11+040 is delayed and there is no alternate location on the project to work.

5.15 COMMON AND/OR BORROW EXCAVATION

5.15.1 Common

5.15.1.1 Definition
For the purpose of this Contract all excavation and placement of common material (including topsoil stripping, design undercut, design ditch excavation and waste material to backfill dugouts) within the roadway right-of-way, will be paid for at the unit price bid for “Common Excavation” and will be based on the design quantities. It shall be the Contractor’s responsibility to ensure acceptance of the estimated design quantities provided by the Consultant prior to bidding on this project.

Movement of additional excavation below the 0.60m design undercut (for the removal of unforeseen deleterious material) shall be classified as “Common Excavation”. This work will not be considered under Section 1.2.25 “Extra Work”.

5.15.1.2 Measurement and Payment
Should movement of additional common material be required, payment to the Contractor for this work will be made at the unit price bid for “Common Excavation”. A contingency quantity has been identified within the ‘Estimated Earthwork Quantities’ table and has been included in the unit price schedule as part of the estimated quantities for the project. Payment for any additional common excavation, over and above the contingency quantity, shall be made at the unit price bid for “Common Excavation”.

Final payment of Common Excavation will be paid based on the design quantities listed in the unit price schedule and any additional quantities required as outlined in this Special Provision.

5.15.1.3 Topsoil
There will be no separate payment made for arranging temporary or permanent locations of topsoil stockpiles or for overhaul of topsoil to these locations. Payment for stripping topsoil and hauling to stockpile locations shall be included in the unit price bid for “Common Excavation”.

A separate payment will be made only for the 2nd handling and distribution of topsoil within the right of way on this project as per Special Provision “Topsoil Distribution”.

5.15.2 Borrow

“Borrow Material” for this Contract shall be arranged for and supplied by the Contractor from locations of his own choosing. Payment for the supply of Borrow materials will be made at the unit price bid per cubic meter for “Borrow Excavation”, and shall meet all the requirements as per the section “Supply of Borrow”, outlined within the Contract Special Provisions.
Borrow Excavation will be measured by the Consultant to determine the actual cubic meters utilized and payment will be based on the actual cubic meters used.

Original ground measurements will be taken by the Consultant, once the Contractor has stripped the borrow site and again upon conclusion of the borrow excavation. The Contractor shall be responsible for procuring the borrow site, acquiring of reclamation certificates, and all site restoration. All work involving the removal or replacement of borrow material, haul road construction, and site reclamation will be considered incidental to the unit price bid for "Borrow Excavation".

5.15.3 Quantities

Following is a summary of the estimated 'Earthwork Quantities' for the roadways based on earthwork design volumes (18% shrinkage), and is provided for information purposes only.

<table>
<thead>
<tr>
<th></th>
<th>Estimated Earthwork Quantities:</th>
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<tbody>
<tr>
<td></td>
<td>Range Road 84</td>
</tr>
<tr>
<td></td>
<td>Saddle Hills County</td>
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<tr>
<td>Station</td>
<td>Station</td>
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<td>10+000</td>
<td>11+000</td>
</tr>
<tr>
<td>Access Road</td>
<td></td>
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<tr>
<td>Culvert Removal</td>
<td></td>
</tr>
<tr>
<td>11+000</td>
<td>11+700</td>
</tr>
<tr>
<td>TR 622 West</td>
<td></td>
</tr>
<tr>
<td>TR 622 East</td>
<td></td>
</tr>
</tbody>
</table>

Subtotals | 147,428 | 33,196 | 37,640 |
Total Common Ex | 180,624 |
Contingency | 3,376 | 2,360 |
TOTALS | 184,000 | 40,000 |
5.16 SUPPLY OF BORROW

The Contractor shall arrange for and supply all borrow material from sources of his own choosing for this project, including any environmental permits or approvals required.

The Alberta Water Act stipulates that any borrow pit greater than 2,500 m³ or any borrow pit located on the same parcel of land as an existing dugout requires a permit. To obtain a permit please contact the appropriate official of Alberta Environment:

Qamrun Nahar or James Proudfoot
Approvals and Allocations, Northern Region - Alberta Environment
PO Box 24 Provincial Building
Rm 1801, 10320-99th Street
Grande Prairie, AB; T8V 6J4
Phone: (780) 538-8039

The Contractor shall be responsible to arrange for and ensure that the borrow material and locations are satisfactory to his requirements.

All terms and payments under the agreements established by the Contractor and any affected landowner shall remain the responsibility of the Contractor.

The Contractor shall retain the responsibility of ensuring the material type and quantity is satisfactory to meet contract requirements. Borrow locations and sources must be approved by the Consultant prior to construction.

The Contractor shall contact:

Land Reclamation Division
Alberta Environmental Protection
3rd Floor, Oxbridge Place
9820 -106 Street
Edmonton, AB T5K 2J6
Phone: (780) 427-6202

before doing any work on any borrow site to ascertain the operation and reclamation requirements for obtaining borrow from that location.

The Contractor shall also contact:

Resource Planner
Historic Site and Archives Services
Cultural Facilities and Historical Resources Division
Alberta Community Development
Old St. Stephen's College
8820 -112 Street
Edmonton, Alberta
Phone: (780) 431-2300
Fax: (780) 432-1376
before doing any work on any borrow site to ascertain the potential for Archaeological, Palaeontological and Historical Resources Prior to obtaining borrow from that location.

The Contractor shall ensure that a Conservation and Reclamation Approval from Alberta Environmental Protection and clearance from the Archaeological Survey of Alberta are in place prior to the removal of any borrow material from the Contractor’s source.

The Contractor is advised that it may take up to six weeks to obtain the above approvals and clearances.

Environmental regulations for borrow material must be adhered to and the Contractor shall ensure that this work is in compliance with Local Road Authority guidelines.

All dugout borrow adjacent to the local roads shall be set at a minimum of 40 meters from the local road right-of-way boundary. If required, the Contractor must also obtain approval from the local authorities, prior to constructing a dugout. The Contractor shall also obtain clearance from environmental authorities.

No additional payment will be made for the supplying of borrow material, excavating, loading, hauling, placing, spreading, trimming, fencing, topsoil removal or replacement, constructing access roads, pit sealing, reseeding of the borrow, or obtaining environmental approvals or studies but will all be considered incidental to the unit prices bid for “Borrow Excavation”.

5.17 SOIL TESTING

Soil testing has been done on portions of this roadway within the existing right-of-way.

Test results are included on the contract plans/profiles.

No soil testing for borrow material has been completed prior to tendering. The Contractor shall satisfy himself as to the suitability of the soil material for road construction prior to bidding on the project. The Contractor shall have no claim against the Owner or Consultant for alterations or adjustments necessitated by unsuitable soil conditions.

5.18 INTERSECTION TREATMENTS

5.18.1 South End

The Contractor shall construct an intersection treatment to the dimensions staked in the field by the Consultant. The Contractor shall take particular care not to damage the existing asphalt shoulders.

5.18.2 North End (Existing Road Tie-In)

The Contractor shall scarify and rework the full 600mm depth below design grade to the end of the project (approximately 150 meters in length) and construct a smooth transition as it ties into the existing road.

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5.18.3 Township Road 822

The Contractor shall construct a flared and realigned intersection to the dimensions staked in the field by the Consultant as shown on Plan 6081-INT-01. The realigned intersection will be constructed approximately 50m north of the existing intersection. Township Road 822 shall be regraded to the east and west until there is a smooth transition to the existing road as staked in the field by the Consultant.

5.18.4 Quantities and Payment

Quantities for the intersection treatment work have been included under ‘Common Excavation’ and ‘Borrow Excavation’ in the Table ‘Estimated Earthwork Quantities’.

There will be no specific payment made for end treatment or intersection treatment work as payment shall be considered included in the unit price bid for “Common Excavation”.

5.19 CLIMBING LANE

The Contractor shall construct a ‘climbing lane’ for southbound traffic on the west side of the road from approximate Stations 11+500 to 10+500 with a taper to 10+330. Quantities for this work have been included under “Common Excavation” in the Table ‘Estimated Earthwork Quantities’.

5.20 ACCESS ROAD AT 10+660 LEFT

The Contractor shall construct a redesigned access road to the leased well site for C1 Petroleum. This work shall entail constructing approximately a 180 meters length of 6 meter wide roadtop access road to the well site. The relocated access road will enter Range Road 84 at approximate Station 10+640.

Quantities for the access road work have been included under ‘Common Excavation’ in the Table ‘Estimated Earthwork Quantities’.

There will be no specific payment made for the earthwork to construct the access road as payment shall be considered included in the unit price bid for “Common Excavation”. Payment for W-Beam guardrail, surfacing gravel, erosion control measures, topsoil distribution and seeding will be made under the applicable contract bid items.

5.21 W-BEAM GUARDRAIL – SUPPLY & INSTALL

The Contractor shall install guardrail as per Standard Specification 2.19 and as staked in the field by the Consultant. Guardrail will be used to prevent a vehicle from going off the end of the existing access road at 10+660 and down the backslope of the hillcut.

The south end of the guardrail shall be a Type #1 ‘wing end’. The north end shall be a Type #2 ‘weak post turn-down terminal’. There shall be 13 standard straight sections of 3.81m plus the end treatments.
Payment will be made at the applicable unit price bid per meter for “W-Beam Guardrail – Supply and Install”. This payment will be full compensation for supplying and installing the guardrail including posts and one turn down end terminal at the north end.

<table>
<thead>
<tr>
<th>Station &amp; Location</th>
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</thead>
<tbody>
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<td>10+708 – 10+650 Lt</td>
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5.22 BACKFILLING OF EXISTING DUGOUTS

The Contractor may be required to backfill existing dugouts located within the project. These dugouts may require backfilling with waste common material and/or borrow material and topped with topsoil obtained from within the existing right-of-way. Borrow topsoil may be used if additional topsoil is required. Should waste common material not be available, the Consultant may authorize the Contractor to utilize borrow material for the backfilling of existing dugouts. Payment for this material will be made as per the unit price bid for “Borrow Excavation”.

The existing dugout shall be de-watered prior to backfilling. Materials shall be placed in such a manner to allow normal compaction between successive 300 mm layers. The fill area shall be overfilled, as directed by the Consultant, to allow for future settlement.

No additional payment will be made for the backfilling of the existing dugouts. The excavating, loading, hauling, placing, spreading and trimming of the material utilized to complete the backfilling operation will all be considered incidental to the unit price bid for “Common Excavation”.

Pumping and de-watering of the existing dugouts shall be considered incidental to the backfilling operation and will not be paid for separately.

5.23 BRIDGE FILE – KM 6.528

An existing Bridge File is located at km 6.528. No work is required on this Bridge File Structure. During hauling operations the contractor shall protect this structure in a manner acceptable to the consultant. Any damage caused to this structure resulting from any and/or all operations of the contractor shall be the responsibility of the contractor. No additional compensation will be considered for any repairs required to this structure as a result of negligence on the part of the contractor or as a result of the contractor's construction operations.

5.24 OVERHAUL

There will be no separate bid item for overhaul on the project, as payment for this operation will be considered incidental to the applicable unit prices bid for “Topsoil Distribution”, “Common Excavation” and “Borrow Excavation”.

5.25 TOPSOIL DISTRIBUTION

5.25.1 General
SPECIAL PROVISIONS

All topsoil in disturbed areas within the right-of-way, shall be salvaged for reuse. Any required stockpiling of the topsoil material shall be performed so as to minimize topsoil losses and contamination of the topsoil and surrounding materials, using methods and locations approved by the Consultant.

Upon completion of the roadway work, the Contractor shall evenly redistribute the salvaged topsoil along the sideslopes, backslopes and ditch bottoms or to the limits identified by the Consultant.

5.25.2 Measurement and Payment

Measurement of the "Topsoil Distribution" shall be made based upon the square meter area of disturbed right-of-way, which has been re-topsoiled to a depth of no less than 70 mm of material. The area measured for payment shall be based on horizontal measurements with no allowances made for uneven or sloping ground.

This second movement and placement of topsoil material shall be paid for at the unit price bid per square meter for, “Topsoil Distribution”.

No additional payment will be made for the excavating, loading, hauling (including overhaul), placing, spreading and trimming of the topsoil material, which shall be considered incidental to the unit price bid for “Topsoil Distribution”.

5.26 CONSTRUCTION OF DITCH WATER CONTAINMENT BERMS

The construction of containment berms may be required along sections of the roadways to maintain the movement of water within the new roadway ditches. These berms shall be constructed of compacted clay as per the typical drawing shown on the attached plan/profile.

The locations of the berms shall be staked, by the Consultant, at the time of construction. Payment for the supply, hauling, shaping and compacting of the clay material will be considered incidental to the unit price bid for “Common Excavation”.

5.27 CONSTRUCTION STAKING

Contrary to Section 1.4 ‘Construction Staking and Survey - Majority by Consultant’ of the Specification Amendments and Supplemental Specifications for Highway and Bridge Construction, the Consultant will provide baseline survey stakes and work stakes placed at 30 meter intervals not the specified 20 meter intervals.

The Consultant will provide:

- One set of work stakes and baseline
- Two sets of final road top stakes
- Culvert installation locations and elevations
Any further or additional staking shall be the responsibility of the Contractor. The Contractor shall be required to provide a survey aid occasionally to assist the Project Manager in any measurements or survey requirements during construction.

5.28 COMPACTI ON

Density requirements shall be as outlined in Section 2.3 of the Standard Specification Book.

Specifically, the density shall not be less than 95% of standard proctor density for the embankment with the exception of the upper 0.3 m, which shall be compacted to a minimum of 100%; all at optimum moisture content. The Contractor is advised that it may take several days to perform the standard density test and that no compensation will be paid for delays or standby while awaiting the test results. If the embankment fails to pass the density test, it shall be recompacted at adjusted moisture content, so that it will pass the density test.

5.29 EROSION CONTROL SOIL COVERING

5.29.1 General

5.29.1.1 ECSC (C125)—Coconut Soil Covering
The Contractor shall also supply and install a coconut fibre erosion control soil covering, at locations identified and staked by the Consultant at the time of construction. The soil covering shall be of the material type: ‘North American Green C125’, or an equivalent product approved by the Consultant.

5.29.1.2 Ground Preparation
All areas shall be topsoiled, seeded, fertilized and harrowed prior to erosion control soil covering installation. The erosion control soil covering shall be installed as per BMP #13 - Erosion and Sediment Control for Highways, or as directed by the Consultant.

5.29.2 Measurement and Payment
Measurement of the installed soil covering will be based on horizontal measurements with no allowance made for overlapped or trenched material.

Payment for supplying and installing the erosion control soil covering will be made at the unit prices bid per square meter for “Erosion Control Soil Covering – Supply and Install”. This payment will be full compensation for all materials, equipment, labour, tools and incidentals necessary to complete the work. Any excavation, shaping or trimming of the ground surface prior to the installation of the soil covering will be considered incidental to the unit price bid for “Erosion Control Soil Covering – Supply and Install”.

5.30 TURF REINFORCEMENT MAT

5.30.1 General
The Contractor shall supply and install Turf Reinforcement Mat (TRM) covering to prevent soil erosion, at locations identified and staked by the Consultant at the time of construction.

All areas shall be topsoiled, fertilized, seeded and harrowed prior to TRM installation. The TRM shall be installed as per the manufacturer's specifications (seam overlap, trenching, stapling, etc.) and as per BMP #13 in *Erosion and Sediment Control for Highways*, or as directed by the Consultant.

5.30.2 Materials

The Turf Reinforcement Mat (TRM) shall be North American Green V-Max SC250 or an equivalent product that meets the specifications for this application and is approved by the Consultant.

Pins shall be made in either a T or U shape from 4mm diameter (minimum) ungalvanized wire. T-shaped pins shall be made from a single length of wire to a height of 200mm after bending. The bar of the T shall be 100mm wide and the free end of the wire shall be bent downward approximately 20mm. U-shaped pins shall have 200m long parallel legs spaced 25mm apart at the crown.

5.30.3 Construction

The TRM shall be placed immediately following topsoiling, seeding and fertilizing operations. The Contractor shall ensure that the ground surface is free from stones or other debris, which would interfere with the uniform contact of the TRM with the soil.

The TRM shall be unrolled in the direction of expected water flow and shall be applied without stretching so that it loosely but smoothly contacts the soil surface. The top end and every joint between rolls shall be stapled and buried in a narrow trench that is at least 150mm deep. The soil backfill in the trench shall be firmly tamped in place. The upslope covering shall then overlap the downslope one by a minimum of 150mm. TRM placed adjacent shall be lapped a minimum of 100mm.

The top edge of the TRM on the sideslopes shall be anchored with staples placed 0.3m apart. Stapling of TRM shall be as shown in the staple pattern guide and a common row of staples shall be used in all laps.

5.30.4 Measurement and Payment

TRM will be measured in square metres, based on the surface area of the ground covered by the installation. No allowances will be made for the burying or lapping of material.

Payment will be made at the unit price bid per square metre for "Turf Reinforcement Mat – Supply and Install", for the type supplied and installed. This payment will be full compensation for all labour, materials, equipment, tools and incidentals necessary to complete the work to the satisfaction of the Consultant. Excavation for check slots will be considered incidental to the work and no separate or additional payment will be made.
5.31 SYNTHETIC PERMEABLE BARRIERS

This provision covers the construction of synthetic permeable barriers along roadway ditches or at locations specified and designated by the Consultant.

5.31.1 Materials

All materials shall be supplied by the Contractor. The synthetic permeable barriers shall consist of a permeable plastic berm designed for erosion and sediment control. The Owner has requested the Contractor provide the product called "Geo-Ridge", which is distributed by NILEX, or a barrier, which has the equivalent specifications and performance qualities for this application. The Contractor shall be required to install the synthetic permeable barriers at locations designated by the Consultant and as per the specifications outlined by the manufacturer.

5.31.2 Construction

The Contractor shall follow a procedure for installation, which is similar to that shown in drawing "Synthetic Permeable (ditch) Barriers" - BMP #10 - *Erosion and Sediment Control for Highways*. The ditch barriers shall be placed perpendicular to the direction of water flow and shall be properly anchored, as per the manufacturer's specifications.

The barriers shall be of the type specified and constructed across the ditch such that the terminal ends of the barriers are marginally higher in elevation than the centre of the barrier to prevent water from by-passing the ends. The barrier shall form an enclosure to trap and retain sediment at the locations staked by the Consultant prior to installation.

The ditch barriers may be installed in conjunction with continuous erosion control soil covering. If the barriers are placed in areas of the ditch where there is no continuous erosion control soil covering; a 2.0m wide (typical) strip of erosion control soil covering shall be installed in conjunction with each barrier. The erosion control soil covering shall be placed perpendicular to water flow in the ditch and the synthetic permeable barrier shall be installed on the upslope edge of the soil covering.

5.31.3 Maintenance

All synthetic permeable barriers shall be maintained in a fully operational condition until such time as the Owner has accepted the contract as complete.

Failures of structures shall be repaired, as soon as they are discovered, to a condition similar to the original installation.

5.31.4 Measurement and Payment

The synthetic permeable barriers will be measured by the meter based on the length of the structure in place.
Payment will be made at the price bid per meter for "Synthetic Permeable Barrier – Supply and Install". This payment will be compensation in full for all materials, equipment, labour, tools and incidentals necessary to complete the work. Any shaping or trimming of the ground surface prior to the installation of the barriers will be considered incidental to the work and no separate payment will be made.

All work required to repair and maintain the synthetic permeable barriers prior to acceptance of the project shall be performed at the Contractor's expense.

5.32 EROSION CONTROL – SLOPE TEXTURING

Upon completion of 'Topsoil Distribution' and prior to "Seeding, Fertilizing and Harrowing" on the sideslopes and backslopes the Contractor shall, at locations designated by the Consultant, use a crawler tractor to run up and down the slopes to create horizontal grooved track marks to help reduce soil erosion (refer to B.M.P. #34a 'Tracking' in Erosion and Sediment Control for Highways). Slopes that are steeper than 4:1 and any slopes designated by the Consultant, as 'erosion-prone' shall be tracked. All work related to the tracking of the slopes using a crawler tractor will be considered incidental to the work and no separate or additional payment will be made.

5.33 LANDOWNER’S RELEASE

The Contractor may have to enter private or crown owned land for supply of borrow and/or during completion of the project.

The Contractor is required to obtain the landowners permission and a "Landowner Release" outlining the landowner's acceptance of the condition of which his property has been left for any disruption to private or crown property. These landowner releases shall be supplied to the Consultant prior to the release of the final holdback on the project.

In addition, the Contractor shall indemnify and hold harmless the County and their Consultant for any claims the landowners may have regarding the Contractor's work on private or crown lands.

5.34 RIGHT-OF-WAY RESTRICTIONS

The Contractor shall ensure that his forces and those of all subcontractors shall be under a duty to use due care to ensure no private property is entered on or damaged in the prosecution of the work. Without restricting the generality of the foregoing, the Contractor shall, at his own expense, make provisions as necessary to avoid any such damage. The Contractor agrees to hold harmless Saddle Hills County, its Consultant, EXH Engineering Services, their employees, and agents from any and all third party claims, demands, or actions which may result from damages caused on private lands due to entrance by the Contractor, negligence, willful harm, or crimes by the Contractor or the Contractor's employees or agents.

The County, its Consultant, EXH Engineering Services, their employees, and agents will not be liable or responsible for any property damage of any nature whatsoever, caused by the
Contractor, his employee's or agents in the performance of the work. This hold harmless shall survive the Contract.

Should any restricted properties not be available by the time the Contractor has completed all other work, the Owner reserves the right to either:

- Modify the design and construction as required.
- Obtain embankment material from other locations; or
- Delete the affected portion of the work from the Contract.

All work items actually completed will be paid for at the applicable contract unit prices. No separate or additional payment will be made as a result of any alteration or elimination of original Contract quantities.

5.35 EXISTING CULVERTS - REMOVE AND SALVAGE

Existing culverts in this Contract shall be removed and salvaged. The Contractor shall make every attempt to carefully excavate and remove all salvageable culvert material. The Contractor shall stockpile the reusable culvert material at a location, which is accessible to the Owner.

The County shall assume responsibility of the undamaged portions of culvert material upon completion of the project. Any unsalvageable or damaged material shall be the responsibility of the Contractor to dispose of at a location suitable to the Consultant.

No separate payment will be made for the excavation, removal, hauling or stockpiling of usable portions of the salvaged culvert or for the disposal of unusable material. This work shall be considered incidental to the unit price bid for "Common Excavation".

5.36 CULVERTS - SUPPLY AND INSTALLATION

5.36.1 General

The Contractor shall supply and install all new galvanized corrugated steel pipe (CSP) of the sizes and lengths shown on the drawings or as directed by the Consultant. Sloped end sections are required for all culverts. Step bevels (4:1) shall be used for all culverts less than 1200mm diameter. The culverts are to be installed as per the plans and specifications, or as directed by the Consultant.

Excavation of the culvert bed will be classified as "Common Excavation" and has been included in the estimated quantities for "Common Excavation".

Payment for CSP culverts supplied and installed by the Contractor will be made at the unit prices bid for "Culverts - Supply and Install" for the applicable size of culvert. This payment will be compensation in full for supplying and hauling the culvert material, installing the pipe, including all appurtenances as required, excavation, preparation of the bed, back-filling, compacting, and the use of all equipment, tools, labour and incidentals necessary to complete the work.
5.36.2 Culvert Markers

The Contractor shall supply and install two culvert markers for each centerline culvert installed on the project. The markers shall be placed at the property line right-of-way boundaries directly across from each other at the culvert location. The markers shall be 2.44m (8') long and either wooden fence posts or heavy rebar driven into the ground approximately 1.0m (3'). The markers shall be painted fluorescent orange.

No specific payment shall be made for the supplying and installing the culvert markers, and/or the use of all equipment, tools, labour and incidentals necessary to complete the work as payment shall be considered included in the unit price bid for the installation of the culverts.

5.36.3 Culvert Extensions

At locations where the culverts are to be extended, the Contractor shall excavate back along the existing culvert, cut the existing culvert to provide a pipe end (if required), connect a sloped end extension onto the existing culvert, backfill the culvert extension and rip rap the newly installed sloped end section. Payment for extending the existing culverts will be made per meter at the unit prices bid for "Culvert - Supply & Install". No separate or additional payment will be made for cutting, installing, backfilling and rip rapping the culvert extension.

Measurement and payment will be made at the applicable unit prices bid for the types of work incorporated, in accordance with the applicable sections of the Standard Specifications for Highway Construction and the Provisions contained herein.

5.36.4 Hand Laid Rip-Rap

All CSP culverts supplied and installed by the Contractor shall be rip-rapped as per Drawing CB6-2.5M1 in the manual entitled "Standard Drawings for Highway Construction Edition 2, 2000" and shall be considered part of the unit price bid for "Culverts - Supply and Install". No additional payment shall be made for the supplying and hauling of the riprap material, preparation of the placement area, placement of the rip-rap and/or the use of all equipment, tools, labour and incidentals necessary to complete the work.

The following list of culverts is an estimate and is included for the convenience of the Contractor. The location and length may change during the construction. The Contractor shall have no claim against the Owner or Consultant due to any change.
### Range Road 84 - Saddle Hills County
#### Culvert List

**Station 5+000 To Station 11+700**

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<thead>
<tr>
<th>LOC.</th>
<th>STA.</th>
<th>REMOVE &amp; SALVAGE</th>
<th>SUPPLY &amp; INSTALL</th>
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**EXH Engineering Services**

*A Member of GENIYAR*

**WORK SAFE ALBERTA**
SPECIAL PROVISIONS

5.37 GRAVEL SURFACING (SUPPLY & PLACE)

Upon completion of the work all sections of roadway being constructed under this contract shall be gravelled.

5.37.1 Application Rate for Range Road 84

Gravel surfacing shall be applied at a rate of 300 m³/km of Designation 4 Class 25 road gravel on the first lift, and 300 m³/km of Designation 4 Class 25 on the final lift. Both lifts shall have the application rate (from 10+500 to 11+500) increased to 450 m³/km to account for the additional width of the climbing lane.

5.37.2 Application and Compaction

The first lift shall be applied upon completion of a section of roadway, and the second lift shall be applied once the first lift has been compacted onto the subgrade surface.

The surfacing gravel shall be compacted onto the subgrade surface using water. Initially the gravel shall be spread uniformly across the subgrade surface. Water shall be applied to the surface until an acceptable moisture content is reached, as directed by the Consultant. The gravel shall then be compacted by means of a wobbly tired packer or a vibratory smooth drum compactor, as approved by the Consultant.

5.37.3 Payment

Payment for the supplying, processing, loading, hauling, placing, spreading, watering and compacting of the surface gravel on the project will be made at the applicable unit price bid per cubic meter for the class of “Gravel Surfacing” used.

5.38 ACCOMMODATION OF TRAFFIC

In addition to the requirements of Section 7.1 of the Standard Specifications the Contractor shall:

- provide the required number of flagpersons, during all periods of active equipment operations which may affect normal traffic operations,
- control his operations to ensure normal school bus operations are not interfered with,
- ensure uninterrupted access to developments along the project
- obtain prior approval from the Consultant, before changing or disrupting existing accesses and road crossings, and
- carry out construction operations at road crossings, intersections and entrances in one continuous operation.

The Owner reserves the right to modify the Contractor's operations if, in the opinion of the Consultant, traffic is being unduly hindered.
The Contractor shall be required to provide the Consultant with a 'Traffic Accommodation Strategy' prior to starting any construction operations.

Should the contractor decide to utilize detours around the construction zones, all detours will be subject to the approval of the Owner and shall meet the requirements of Section 7.1.8 of the General Specifications.

Prior to any prolonged shut down of construction, the Contractor shall ensure that any disturbed roadway surface is restored to a condition suitable for traffic operations as directed by the Consultant.

5.39 REMOVAL, SALVAGE AND RE-ERECTION OF EXISTING SIGNS

Existing signs, which must be removed in the prosecution of the Work, shall be carefully salvaged by the Contractor, and re-installed at locations as directed by the Consultant. Critical signs necessary for the protection of traffic such as railroad crossing signs or stop signs shall be maintained. Maintenance, removal, salvage and re-installation of signs will not be paid for separately but will be considered incidental to the work.

Signs and posts that are damaged as a result of this work shall be replaced at the Contractor's expense.

5.40 INSTALLATION OF PERMANENT HIGHWAY SIGNS

The Contractor shall supply and install the following signs as per the locations listed or as directed by the Consultant (Location of Signs to be verified and staked by Consultant).

<table>
<thead>
<tr>
<th>Station/Location</th>
<th>Sign Number</th>
<th>Sign Description</th>
<th>Size (cm)</th>
<th>Area (m)</th>
<th>No. of New Posts - Wooden</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Width/Height</td>
<td></td>
<td></td>
<td>100 mm x 100 mm</td>
</tr>
<tr>
<td>5+050</td>
<td>RT</td>
<td>RB-1</td>
<td>Maximum 80</td>
<td>60</td>
<td>75</td>
</tr>
<tr>
<td>6+220</td>
<td>LT</td>
<td>RA-1</td>
<td>Stop</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>11+400</td>
<td>LT</td>
<td>RB-1</td>
<td>Maximum 80</td>
<td>60</td>
<td>75</td>
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<tr>
<td>11+450</td>
<td>RT</td>
<td>WA-5-R</td>
<td>Reverse</td>
<td>60</td>
<td>60</td>
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<tr>
<td></td>
<td></td>
<td>Curve Right</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11+450</td>
<td>RT</td>
<td>WB-1</td>
<td>Stop Ahead</td>
<td>75</td>
<td>75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11+450</td>
<td>RT</td>
<td>RA-1</td>
<td>Stop</td>
<td>90</td>
<td>90</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>11+450</td>
<td>RT</td>
<td>RA-1</td>
<td>Stop</td>
<td>90</td>
<td>90</td>
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<tr>
<td>15+600</td>
<td>RT</td>
<td>WB-1</td>
<td>Stop Ahead</td>
<td>75</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>11+450</td>
<td>LT</td>
<td>WA-5-L</td>
<td>Reverse</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Curve Left</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supply Signs – Aluminium – Standard Grade 2.84
Supply Signs – Aluminium – Diamond Grade (VIP) 1.88
Supply and Install Wooden Posts 9
Payment will be made under the following bid items:

- "Supply of Signs, Aluminium – Standard Grade"
- "Supply of Signs, Aluminium – 3M Diamond Grade (VIP)"
- "Install Sign - Less than 1 m²"
- "Supply and Install Post – 150 mm x 100 mm"

for all work required to supply and install the required permanent highway signs.

5.41 SEEDING, FERTILIZING AND HARROWING

The Contractor shall provide and apply seed to all areas requested by the Consultant using a certified seed mix that is made up of acid-tolerant species of the following type:

- 20%, Tufted Hair Grass
- 30% Hairy Wild Rye Grass,
- 30% Slender Wheatgrass
- 20% Intermediate Wheatgrass

and applied at a rate of 25 kg/ha.

A seed certificate for this mixture will be required for the Owner’s review and approval prior to the application. The seed mix must be certified free of noxious weeds.

The grade of fertilizer used on the project shall be 11-52-0 and applied at a rate of 75 kg/ha.
6. **SPECIFICATION AMENDMENTS**

6.1 **AMENDMENT TO SPECIFICATION 1.2, GENERAL, RE: INSURANCE**

Section 1.2.10, "Insurance" of the General Specifications shall be modified to require the inclusion of the Owner and GENIVAR Consultants Limited Partnership as additional insured for this project.

6.2 **AMENDMENT TO SPECIFICATION 1.2, GENERAL, RE: CLAIMS AND DISPUTE RESOLUTION**

Delete the contents of Section 1.2.54.1.2, "Resolution of Claims", Paragraph 4 and replace with:

The parties shall make bona fide efforts to resolve a claim and the work shall proceed without delay during the claims resolution process. Attempts to resolve claims shall sequentially follow the administrative review structure as follows:

1. Consultant - Project Manager / Area Manager / Regional Manager
2. The Director of Public Works for Saddle Hills County.

6.3 **ERRATA TO THE SPECIFICATION AMENDMENTS AND SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION - EDITION 13, 2007 MANUAL:**

6.3.1 Subsection 1.8, "AMENDMENT TO SPECIFICATION 2.3, GRADING, 3.1, SUBGRADE PREPARATION; AND ALL BASE COURSE SPECIFICATIONS REGARDING TOLERANCE FOR SURFACE FINISH"

The amendment number shown in the footer is revised from AMC_S155 to AMC_S116.

6.4 **AMENDMENT TO SPECIFICATION 5.25, SUPPLY OF W-BEAM GUARDRAIL AND POSTS, RE: SUPPLY OF W-BEAM GUARDRAIL**

The second bullet of the seventh paragraph of Subsection 5.25.3.1, "Rails and Terminal Elements", is replaced in its entirety with the following:

- Sheet Thickness shall be in accordance with Table 2 (Class A, Type 2) of AASHTO Standard M180 of the latest edition with a nominal base metal thickness of 2.8 mm (2.57 mm minimum).

6.5 **MODIFICATION TO "SPECIFICATION 7.1, TEMPORARY CONSTRUCTION SIGNING"**

6.5.1 Re: Bonus and Penalty Assessment

Modification to Specification 7.1.15.2, Bonus and Penalty Assessment

7.1.15.2 "Bonus and Penalty Assessment" shall be deleted in its entirety.
The bonus and penalty assessment for temporary construction signing will not apply to this contract.

6.6 RE: CONTRACTOR WARRANTY AND FINAL ACCEPTANCE

Modification to Specification 1.2.53, Contractor Warranty and Final Acceptance

Further to specification 1.2.53, Contractors Warranty and Final Acceptance, the warranty period for the grading portion of this contract shall be one year.

The first bullet under Specification 1.2.53 "grade construction (with the exception of areas directly over culvert installation) which is not receiving granular base course or pavement surfacing under the Contract," shall be deleted in its entirety.
7. **PLANS**

The following plans included in this contract, shall form part of the Contract documents:

<table>
<thead>
<tr>
<th>Plan Number</th>
<th>Plan Type and Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6081 - 01 &amp; 02</td>
<td>Ranges Road 84 - Plan/profile (2 pages)</td>
</tr>
<tr>
<td>6081-00</td>
<td>Location plan and cover sheet</td>
</tr>
<tr>
<td>6081-INT-01</td>
<td>Twp. Rd. 922 Intersectional Treatment</td>
</tr>
</tbody>
</table>
To the Contractor

RE: ADDENDUM NO. 1
Contract No. 1006081
Range Road 84
Local Grading and Other Work

Please find attached an addendum to the above noted contract.

Please initial and include this Addendum when submitting your completed tender to the Saddle Hills County office in Spirit River, Alberta.

Thank you,

[Signature]

For Doug Buyar, Area Manager
EXH Engineering Services

Attachments

cc: Emdadul Haque, Saddle Hills County
    Garth McCulloch, Regional Manager, EXH Engineering Services
Local Road Grading and Other Work

Range Road 84

Contract No. 1006081

Saddle Hills County

June 18, 2008

RE: ADDENDUM NO. 1

Please initial and include this addendum and the attached “Addendum 1 Typical Cross-Section Range Road 84” when submitting your completed tender to Saddle Hills County office in Spirit River, Alberta.

This tender is modified in accordance with the following:

In Section 7, PLANS:

Plan Number 6081 – 01 & 02 – Range Road 84 – Plan/profile (2 pages): The Typical Cross-Section as show on the above noted plans is modified as per the attached Typical Cross-section. Specifically, the finished road top width is amended from a width of 12.0 meters to 12.4 meters.

The contractor shall note that all design quantities as listed in Section 2.3 – Unit Price Schedule and Section 5.15 – Common and/or Borrow Excavation, remain as listed in the Tender Document.

The actual computer design for this project was completed based on a template with a finished road top width of 12.4 meters therefore no adjustments to the estimated and/or design quantities are required.
EXCAVATE A MINIMUM OF 0.60m BELOW DESIGN SUBGRADE SURFACE. COMPACT EXPOSED SURFACE AND RESTORE TO GRADE WITH COMPACTED FILL.
THIS IS EXHIBIT “I” TO THE AFFIDAVIT
OF STEVEN MUXLOW SWORN BEFORE ME
ON THIS 18TH DAY OF NOVEMBER, 2009

Craig J. Hill
A Notary Public in and for the Province of Ontario
1.2.53 CONTRACTOR'S WARRANTY AND FINAL ACCEPTANCE

During the warranty period, the Contractor shall warrant the Work to be free from any defect or failure and to withstand climatic, maintenance and normal operational conditions. Generally, the warranty period shall be two years for bridge structures and one year for other Work, and shall commence on the date of Construction Completion as determined by the Department. Unless otherwise shown in the special provisions, the following contract work will not require a warranty:

- grade construction (with the exception of areas directly over culvert installations) which is not receiving granular base course or pavement surfacing under the Contract;
- stand alone crushing contracts;
- stand alone clearing contracts; or
- permanent erosion control devices.

Work requiring warranty periods different from the above, will be identified in the special provisions.

The Contractor shall repair at his own expense any such defect or failure which occurs in the Work prior to the expiry of the warranty period. The Department will notify the Contractor in writing during the warranty period of repairs required and the Contractor shall promptly make these repairs. These repairs are a performance requirement of the Contract, and shall be assured by the security provided.

If the Contractor fails to do the repairs promptly or to the satisfaction of the Department, the Department may then make other arrangements to have the repairs done, the cost of which shall be a debt due and owing by the Contractor and the Surety to the Department. Specific requirements concerning the timing of any warranty work required for seeding are detailed in Specification 2.20, Seeding.

Upon completion of all above requirements, a Final Acceptance Certificate will be issued by the Department.

1.2.54 CLAIMS AND DISPUTE RESOLUTION

Any claims, demands or actions by the Contractor, arising out of alleged errors, omissions or misrepresentations in the Contract Documents or arising out of acts or omissions of the Consultant, the Consultant's directors, officers, employees, sub-consultants, or agents in relation to the Work, shall be made only to or against the Department. The Contractor waives any right to commence or carry on such claims, demands or actions against any person or party other than the Department.

1.2.54.1 Claims Resolution Process

The resolution of claims arising between parties to this Contract; is subject to the following structured process:

1.2.54.1.1 Claims

If a situation or occurrence arises between the Department and the Contractor, in connection with or arising out of the Contract or the execution of the Contract Work, which results in a difference in opinion between the parties as to payment or compensation required under the Contract or the time required to complete the Contract, such situation or occurrence shall be considered a claim.
THIS IS EXHIBIT "J" TO THE AFFIDAVIT
OF STEVEN MUXLOW SWORN BEFORE ME
ON THIS 18TH DAY OF NOVEMBER, 2009

Craig J. Hill
A Notary Public in and for the Province of Ontario
AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

SUBCONTRACTOR'S COPY

SUBCONTRACT NO. 89004-A

THIS AGREEMENT made this _____ day of ______ A.D. 20___

BETWEEN

name Lafarge Canada Inc., Mat Group/Northern Alberta
(hereinafter called the “Contractor”)

address 22131-112 Ave, Edmonton, Alberta T5S 2T8

AND

name Brute Force Oilfield Contracting & Hauling
(hereinafter called the “Subcontractor”)

address Box 4172, 70 Diamond Ave, Spruce Grove, Alberta T7X 3B4

WHEREAS THE CONTRACTOR has entered into an agreement (hereinafter called the “Prime Contractor”) dated the ______ day of ________, 20___, with

The City of Spruce Grove

(name (hereinafter called the “Owner”)

for the construction of ______ Century Road Widening 2009

(hereinafter called the “Project”)

AND WHEREAS the Prime Contract includes the work to be performed under this Agreement;

AND WHEREAS the Subcontractor has agreed with the Contractor to construct, install and complete the portion(s) of the Project and supply the materials necessary therefore as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 - THE WORK

A. The Subcontractor shall supply all the labour, supervision, materials, tools, and equipment necessary to construct, install and complete the following portion(s) of the Project (hereinafter called the “Work”), at and for the subcontract price(s), namely:

1.) As per “Appendix A”
2.) Supplementary conditions form an integral part of this contract
3.) Unit rates determine final payment

Conditions

1.) General contractor will supply barricades; they will be maintained by subcontractor for subcontractor portion of work

all in a proper and workmanlike manner and in accordance with the requirements and on the terms and conditions of both the Prime Contract (including, without limitation, such documents as drawings, specifications, instructions to bidders, general and/or special conditions, and any addenda thereto issued before the date of Subcontractor's tender closing to the Contractor or as modified herein), and this Agreement including the Subcontract Conditions and Appendix “A”, if any, forming part hereof (hereinafter called the “Contract Documents”).

B. The Subcontractor will begin work on or about the ______ day of ________, 20___, and will carry on and complete the Work on or before the ______ day of ________, 20___, (hereinafter called the “Subcontract Time”) generally in accordance with the Schedule attached hereto or as otherwise provided for by the Prime Contract and the Subcontractor shall carry out its work in a manner which shall not delay the work of the Contractor or of other subcontractors on the Project. The order and schedule of the Work will be at the discretion of the Contractor in consultation with the Subcontractor.

C. The period of time in SC 18 shall be ______ days(s).

ARTICLE 2 - PAYMENT

The Contractor agrees, subject to such additions and deductions for changes as may be determined in accordance with the terms hereof, to pay © Alberta Construction Association
Appendix A
Attached to and Forming Subcontract Number 89004-A
Dated June 16/97

STANDARD SUPPLEMENTARY CONDITIONS

1.) Time is of the essence in this Subcontract.
2.) All extras, charges or claims must be approved in writing by an authorized officer of the Contractor before undertaking related work.
3.) The Subcontractor is responsible for all clean-up related to work completed under this Subcontract. Unsatisfactory clean-up may be done or rectified by or through the Contractor and back charged to the Subcontractor.
4.) Should the Subcontractor breach any one or more of the terms of the subcontract, the Subcontractor will be responsible for any and all damages to the Contractor, resulting directly or indirectly, from the breach including but not restricting the generality of the foregoing: all internal costs of the Contractor, all costs resulting from delays as a result of any breach, all costs to the Contractor of dealing with any builder's liens or other claims arising from the Subcontractor's failure to pay its employees, material suppliers or subcontractors and all legal costs of the Contractor on a solicitor and client basis in relation to any of the above matters.
5.) Condition 23 is deleted and the following replaces it: "With each application for payment, the Subcontractor will submit an executed Statutory Declaration in the form required by the Contractor and a clear Workers' Compensation Clearance Letter (Showing Directors Personal Coverage)."
6.) Upon request by the Contractor, the Subcontractor shall provide, within 10 days of notice, evidence that all or certain materials have been ordered and provide confirmed delivery dates. Further, the Contractor may require confirmation of the above direct from the Subcontractor's supplier.
7.) Prior to submission of shop drawings to the Contractor, the Subcontractor shall review the shop drawings. By submission of the shop drawings to the Contractor, the Subcontractor represents that the shop drawings comply with all specifications and requirements of the Prime Contract.
8.) Amend Article 2B of the Subcontract as follows:
   a.) In the third line delete the following words "but in no event shall payment be made later than 45 days after receipt of the subcontractor's monthly progress estimate by the contractor."
9.) Add to Article 2D of the Subcontract - Due performance by the subcontractor shall be a condition precedent to all payments by the contractor.

10.) The Subcontractor assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes towards the Owner as set forth in the Prime Contract insofar as they relate to the work to be performed by the Subcontractor. Any bonds required must provide for extended guarantees/warranties as noted in the Prime Contract.

11.) Notwithstanding any other provisions, agreements or documents, damage caused to any utilities through the performance of this Subcontract directly or indirectly, including but not restricted to subcontractors of this Subcontractor is the responsibility of this Subcontractor.

12.) The Subcontractor shall ensure that he and his subcontractors meet all requirements and provisions of the Alberta Environmental Protection and Enhancement Act and any other environmental legislation or common law rules in force in Alberta which affect or govern the Subcontractors work under the Subcontract. The Subcontractor shall report to the Contractor any and all breaches of the provisions of the Alberta Environmental Protection and Enhancement Act or other environmental legislation or rules, in force in Alberta, that it or its employees observe with respect to the performance of the Subcontract or Prime Contract. Without restricting the generality of the foregoing the Subcontractor shall report any of its subcontractors releases or discharges of substances on or about the work site in the performance of the subcontract. The Subcontractor hereby indemnifies the Contractor for any and all costs, damages, claims or liability resulting from the breach of any environmental laws of regulations in force in the province of Alberta, caused by actions of omissions in the performance of their obligations under the Subcontract whether performed directly or through subcontractors.

13.) Any waiver of the terms of this Subcontract by the Contractor must be in writing and executed by a duly authorized officer of the Contractor. A waiver of the terms of this Subcontract shall not be implied by the Contractor's conduct. Further, any waiver by the Contractor of a particular requirement of the Subcontract, unless expressly provided otherwise, does not constitute a waiver of any other provisions in the Subcontract. Unless expressly stated otherwise, any waiver by the Contractor shall be a limited waiver of compliance for one occurrence and shall not constitute a waiver of compliance with any of the Subcontract terms for the balance of the performance of the subcontract.
THIS IS EXHIBIT “K” TO THE AFFIDAVIT
OF STEVEN MUXLOW SWORN BEFORE ME
ON THIS 18TH DAY OF NOVEMBER, 2009

Craig J. Hill
A Notary Public in and for the Province of Ontario
GENERAL CONDITIONS

condition, and accessible for inspection, he shall, by writing to the Engineer, request that a completion inspection be carried out.

If, upon inspection, the Engineer and the approving authority are satisfied that the work is fully and properly completed, the Engineer will recommend to the approving authority that a Construction Completion Certificate be issued, with the end of the maintenance specified thereon.

Should there be deficiencies noted in the works by the Engineer or by the approving authority, the Contractor shall repair these deficiencies at his own expense prior to issuance or approval of a Construction Completion Certificate.

The Contractor shall provide assistance as required to the Engineer and approving authority in carrying out inspections.

The approving authority may be the Owner, the Municipality wherein the work is located or any other governing authority with an interest in the work.

40. GUARANTEE PERIOD

Neither the final payment nor the Construction Completion Certificate shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The Contractor, unless specifically stated otherwise herein, guarantees to maintain the work against any defects arising from faulty installation, faulty material supplied under the Contract or faulty workmanship, which may appear within the guarantee period specified on the Construction Completion Certificate. Faulty materials shall be replaced and defects discovered or failures which occur during the guarantee period shall be rectified to the satisfaction of the Engineer and in accordance with the Contract documents, including, if deemed necessary, replacement of all or a portion of the work.

The Guarantee Period, unless otherwise stated herein, shall be as follows:

(a) One (1) year from the date of the Construction Completion Certificate for all underground utilities and appurtenances.

(b) Two (2) years from the date of Construction Completion Certificate for all sidewalks, curbs and gutters, catch basins, paved roads, paved lanes and concrete walkways, including settlements or breakage which is not a result of third party damage.

If the Owner observes through use of the works, or if it is discovered by tests or inspection of the works prior to the end of the guarantee period, that a deficiency or defect exists in the materials or workmanship in respect to the specified works, the Owner shall immediately notify the Contractor, by whatever means are available, of the defect or deficiency and instruct him to rectify the fault. Such notification shall be
GENERAL CONDITIONS

confirmed by the Owner in writing to the Contractor. In the event that this work, in the opinion of the Owner, must be done immediately to prevent serious damage, injury or loss of life, the Owner may perform or cause to be performed the necessary work and shall notify the Contractor accordingly. Work required under guarantee shall, except as otherwise provided herein for emergencies, be carried out by the Contractor or his representative within the ten (10) day period, or such period as approved by the Engineer, the Owner may take whatever action is necessary to have the work done.

All costs resulting from the necessity to do work under the guarantee requirement, whether it be done by the Contractor, his representative, or the Owner, as provided herein, shall be borne by the Contractor. The Contractor shall, in addition, be liable to the Owner for all expenses, losses or damages incurred by the workmanship as are referred to in this article, or as a result of the Contractor's failure to meet the guarantee requirements as specified herein, including, but without the generality hereof, all costs of engineering, inspection and testing work.

41. FINAL ACCEPTANCE CERTIFICATE

Prior to expiry of the guarantee period, the Contractor shall ready the site in order that a final inspection may be carried out by the Engineer and approving authority. All surface mechanisms forming parts of the system shall be exposed and made accessible. The Contractor shall notify the Engineer in writing when the works are ready for final inspection and shall provide assistance as required during final inspections.

Defects, noted in the works and covered by the guarantee as specified under Article 40, shall be promptly corrected by the Contractor at no cost to the Owner.

Where defects exist which are a result of causes beyond the control of the Contractor, the Contractor shall, if requested to do so by the Engineer, repair same at a cost agreed to by the Owner.

When the Engineer is satisfied that the work is ready for final acceptance, he shall recommend to the approving authority that a Final Acceptance Certificate be issued. Issuance of the Final Acceptance Certificate shall signify the Contractor's full completion of the Contract.

42. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work whether the time for completing the entire work or such portions has or has not expired. Such taking possession and use will not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the completion of, uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may
THIS IS EXHIBIT "L" TO THE AFFIDAVIT
OF STEVEN MUXLOW SWORN BEFORE ME
ON THIS 18TH DAY OF NOVEMBER, 2009

Craig J. Hill
A Notary Public in and for the Province of Ontario
November 16, 2009

BY EMAIL

Service List

Dear Sir/Madam:

Re: BRUTE FORCE OIL FIELD HAULING INC. – Companies’ Creditors Arrangement Act (“CCAA”)

Further to the above matter, this is to advise that in reviewing all of the facts arising in this restructuring and noting that the sub-trades are critical suppliers in this CCAA, Canada Revenue Agency (“CRA”), will not object to any payments being made to a sub-trade who is considered to be a critical supplier in these proceedings. Therefore, CRA will not object to the relief that is set out in the Notice of Motion filed in the within proceedings by the Guarantee Company of North America (“GCNA”), nor will it object to the draft Order that has been prepared by GCNA in support of its motion that has been adjourned to November 20, 2009.

I will not be present at the November 20, 2009, application. However, I will be reviewing my email while I am out of the office from November 16 to November 20. Should any party have any questions regarding the above, they can contact me by email.

Yours truly,

[Signature]

Jill Medhurst-Tivadar
Legal Counsel

/c/c

C CRA – Ms. M. Smith
## Schedule "A"
### Service List

Brute Force Oil Field Hauling Inc.

Last Updated on November 4, 2009

<table>
<thead>
<tr>
<th>Party</th>
<th>Telephone</th>
<th>Fax</th>
<th>Representing</th>
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<tbody>
<tr>
<td>OSLEPPER BOSKIN &amp; MARCOURT LLP</td>
<td>403.260.7000</td>
<td>403.260.7024</td>
<td>Brute Force Oil Field Hauling Inc.</td>
</tr>
<tr>
<td>850 - 1st Street SW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calgary, Alberta T2P 5H1</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Christa Nicholson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:cnicholson@osler.com">cnicholson@osler.com</a></td>
<td></td>
<td></td>
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<tr>
<td>Walker W. MacLeod</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:wmacleod@osler.com">wmacleod@osler.com</a></td>
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</tr>
<tr>
<td>HARDIE &amp; KELLY INC.</td>
<td>403.252.1756</td>
<td>403.404.9431</td>
<td>Monitor</td>
</tr>
<tr>
<td>206 5800 - 2nd Street SW</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Calgary, Alberta T2H 0G2</td>
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<tr>
<td>Marc Kelly</td>
<td></td>
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</tr>
<tr>
<td><a href="mailto:mkelley@insolvency.net">mkelley@insolvency.net</a></td>
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<tr>
<td>BLAKE CASSELS &amp; GRAYDON LLP</td>
<td>403.269.9697</td>
<td>403.269.9700</td>
<td>Monitor</td>
</tr>
<tr>
<td>850 Bankers Hall East</td>
<td></td>
<td></td>
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<tr>
<td>Calgary, Alberta T2P 4G8</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Kelly Bourns</td>
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<td>MAPLE TRADE FINANCE INC.</td>
<td>902.444-5556</td>
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<td>DUNCAN &amp; CRAIG LLP</td>
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