



SUPPLY AND SERVICES CONTRACT

Between

North West Redwater Partnership

And

Edmonton Exchanger & Refinery Services Ltd.

Contract No. C1000776

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SUPPLY AND SERVICES CONTRACT

Contract No. C1000776

THIS agreement is made effective the 21 day of February, 2022 ("Effective Date").

BETWEEN:

NORTH WEST REDWATER PARTNERSHIP, a partnership formed under the laws of the Province of Alberta ("Owner")

AND:

Edmonton Exchanger & Refinery Services Ltd. , a Corporation formed pursuant to the laws of Alberta Canada ("Supplier")

(individually a "**Party**" and collectively, the "**Parties**")

WHEREAS:

- A. Owner requires Goods or Services, or both, to be provided in connection with the Refinery;
- B. Supplier specializes in the provision of goods and services similar in nature to the Goods and Services required pursuant to this Contract; and
- C. Owner wishes to enter into this Contract with Supplier for the provision of the Goods or Services, or both, on a non-exclusive basis.

Now therefore in consideration of the mutual covenants and agreements set forth in this Contract and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1.0 DEFINITIONS

In this Contract, including the recitals hereto, the following capitalized words and phrases, and the grammatical variations thereof, shall have the meanings indicated below:

"Affiliate" means in reference to a Party hereto or to a Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, the first Person; a Person shall control another Person if such Person has the power to direct the management and policies of the other Person, whether directly or indirectly; for greater certainty any Person having a partnership interest in Owner shall be deemed to be an Affiliate of Owner;

"Applicable Laws" means any law, judgment, injunction, writ, approval, exemption, license, permit, authorization, consent, order, treaty, statute, ordinance, regulation, policy, rule, right, directive, decree, by-law, code, standard or published policies that are enacted, made, issued or granted by any government, regulatory agency, department, ministry, commission, certifying authority, board, court or other regulatory or rule-making entity having jurisdiction, to which the Work, this Contract, any Purchase Order issued hereunder, Owner Group or Supplier Group are subject;

"Business Day" means Monday to Friday from 8:00 a.m. to 5:00 p.m., Mountain Standard Time, excluding statutory holidays declared under the laws of Alberta;

"Change Order" means a written order issued by the Owner and signed by the Owner and Supplier which authorizes a modification, deletion, alteration, substitution or other revision to the Contract Documents (other than the Terms and



Conditions), effected in accordance with the provisions of Article 5.0 (Changes to the Work) and Change Orders shall include all attachments thereto;

"Change Request" means any modification, deletion, alteration, substitution or other revision to the Contract Documents (other than Terms and Conditions) requested by Owner in writing (including by email), in accordance with Article 5.0 (Changes to the Work);

"Contract" means all of the Contract Documents;

"Contract Documents" has the meaning set forth in Section 2.1 (Contract Documents);

"Day" or **"day"** means calendar day;

"Dispute Notice" means the notice to be given to initiate the Dispute Resolution Procedure;

"Dispute Resolution Procedure" means the dispute resolution procedure set forth in Article 22.0 (Dispute Resolution Procedure);

"Documents" means all designs, drawings, plans, specifications, calculations, notes, studies, reports, computer programs and data (other than Supplier Group's proprietary computer programs), technical information, product data, source data, other data, e-mails, and any other documents, including engineering documents, whatsoever relating to the Refinery or the Work and generated, developed, prepared or compiled in connection with Supplier's performance of the Work and for greater certainty, "Documents" includes the electronic version of any documents stored on any computer drives, servers or laptops maintained by Supplier Group or to which member of Supplier Group has access;

"Effective Date" means the date first written above;

"Exhibits" means the exhibits which are attached to the Terms and Conditions, and "Exhibit" means any one of them;

"Goods" means the goods, materials, bulk materials, equipment, and/or other items specified in the applicable Contract Documents, including, but not limited to, Exhibit A (Scope of Work) and the applicable Purchase Order and Change Order, and which are ordered by Owner from Supplier in connection with this Contract;

"Governing Documents" means the processes, practices, procedures, standards, specifications and requirements of Owner that govern the Work as enumerated in Exhibit B (Engineering/Technical Specifications/Governing Documents);

"Governmental Authority" includes (i) any national, federal, provincial, state, municipal, local or other government or political subdivision, government department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, administrative, judicial, expropriation or taxing authority under or for the account of any of the above;

"GST" means the goods and services tax levied pursuant to the Excise Tax Act (Canada) and the regulations promulgated thereunder, all as amended from time to time;

"Hazardous Substance" means any natural or man-made element, compound, mixture, solution, gas, vapor, particle or substance (i) which is included, prior to, at or after commencement of the Work, within the definitions of (A) "hazardous substances," "hazardous wastes," "toxic substances," "hazardous pollutants," "toxic pollutants," "medical wastes," or terms of similar import under any Applicable Laws; (B) any polychlorinated biphenyls ("PCBs") or "PCB items" the presence of which requires investigation or remediation under any Applicable Laws;

"Initial Term" has the meaning set forth in Article 3.0 (Term and Termination);

"Intellectual Property" means, without limitation, all patents, trade-marks, copyrights, inventions, discoveries (whether or not patentable) industrial designs, trade secrets and other similar rights, wheresoever arising in the world;

"Key Personnel" means the Personnel of Supplier as identified in Exhibit H (Key Personnel);

"Loss" means any claim, liability, loss, demand, damage, cause of action of any kind, obligation, cost, expense (including mediation, arbitration and litigation expense), royalty, assessment, penalty, fine, judgment, interest, award or fee (including consultant and expert fees and legal fees on a solicitor and own-client basis), whether arising by law, contract, tort, voluntary settlement or otherwise;



"Lien" means any mortgage, pledge, assignment by way of security, charge, lien, security interest or other interest, right of set-off intended to secure payment or performance of an obligation or other encumbrance, whether fixed or floating, or any property, and any agreement, option, right or privilege (whether by Applicable Laws, contract or otherwise) capable of becoming any of the foregoing;

"Owner Group" means Owner, its Affiliates and their respective Personnel;

"Person" means any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency or instrumentality, unincorporated body of persons or association and the heirs, executors and administrators or other legal representative of an individual;

"Personnel" means in relation to any Person, the directors, officers, employees (including contract and seconded employees), contractors, consultants, non-employed representatives and agents thereof;

"Prime Contractor" means the prime contractor as defined in the Occupational Health and Safety Act (Alberta);

"Prime Rate" means the prime rate of interest for commercial loans to its preferred customers as published at the main branch of the Royal Bank of Canada at Calgary, Alberta;

"Purchase Order" means any order for Work received by Supplier from Owner and issued pursuant to the terms of this Contract and for greater certainty, Purchase Orders include the Change Orders thereto;

"Refinery" means the Sturgeon County Refinery located in the Province of Alberta;

"Security" has the meaning set forth in Article 31.0 (Performance Security);

"Services" means performance of all services, and the provision of all labour, materials, parts, equipment and supplies required to complete the services, as more particularly described in the Contract Documents, including, but not limited to, Exhibit A (Scope of Work) and the applicable Purchase Order and Change Order; and for greater certainty, Services includes all deliverables but does not include Supplier's tools, machinery, equipment and installation aids required to complete the Work;

"Site" means Owner's plant site and the additional lands on which the operations of Owner are located;

"Subcontract" means any agreement (including any supplement or amendment thereto) entered into between Supplier and any Subcontractor in connection with the Work;

"Subcontractor" means any Person hired or contracted by Supplier to perform part of the Work or to assist Supplier in the performance of its obligations under this Contract, including, but not limited to, suppliers, agents and subcontractors of every tier and their successors and permitted assigns;

"Supplier Group" means Supplier (as the context allows) and Subcontractors and their respective Affiliates and Personnel;

"Suspended Activities" has the meaning set forth in Article 16 (Suspension);

"Tax Act" means the Income Tax Act (Canada);

"Taxes" means all taxes, however denominated, imposed by any Governmental Authority, which taxes shall include, all income or profits taxes (including, but not limited to, federal and provincial income taxes), capital taxes, withholding taxes, payroll and employee withholding taxes (including provincial health insurance, old age benefits, welfare funds, pensions and annuities and disability insurance), employment insurance premiums, social insurance taxes, sales and use taxes, GST, harmonized sales tax, value added taxes, ad valorem taxes, excise taxes, customs duties, tariffs, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, together with any penalties, interest or additions thereto;

"Term" has the meaning set forth in Article 3.0 (Term);

"Terms and Conditions" means the information, rights, obligations, remedies, limitations, representations, warranties, guarantees and covenants contained in Article 1.0 through Article 35.0 in the main body of this Contract.



"**Warranty Period**" has the meaning set forth in Article 14 (Warranty);

"**Warranty Work**" has the meaning set forth in Article 14 (Warranty); and

"**Work**" means the provision of either Goods or Services, or both, as applicable.

1.1 Interpretation

- (a) The terms "herein", "hereto", "hereof", "hereunder", "hereby" and similar terms mean and refer to this Contract as a whole and not, unless a particular provision is expressly stipulated, to any particular provision. All references to sections, subsections and schedules are to sections and subsections of and schedules to this Contract unless otherwise specified.
- (b) Words in this Contract referring to the singular include the plural and vice-versa. Reference to individuals includes partnerships, joint ventures corporations, trusts and other unincorporated entities and governments or governmental authorities and vice versa.
- (c) Except as otherwise expressly provided or as the context otherwise requires, the word "including" shall mean "including without limitation".
- (d) Unless expressly stated otherwise all references to "Article", "Section" and "Subsection" in:
 - (i) the Terms and Conditions shall mean a reference to an Article, Section or Subsection in the Terms and Conditions; and
 - (ii) an Exhibit, Appendix or attachment shall mean a reference to an Article, Section or Subsection in that Exhibit, Appendix or attachment.

2.0 CONTRACT DOCUMENTS AND PRECEDENCE

2.1 Contract Documents

The following documents, including all amendments, Change Orders and Change Requests thereto (collectively, the "**Contract Documents**") are (i) expressly incorporated by reference into this Contract and (ii) listed in order of precedence, starting with the document having the highest precedence:

- (a) Terms and Conditions;
- (b) Change Orders to the applicable Contract Document with the most recent Change Order taking precedence;
- (c) the applicable Purchase Order;
- (d) Exhibit A – Scope of Work;
- (e) Exhibit B – Engineering/Technical Specifications/Governing Documents;
- (f) Exhibit C – Pricing and Payment;
- (g) Exhibit D – Labour & Equipment Rates;
- (h) Exhibit E – Special Conditions for Work at Site;
- (i) Exhibit F – Special Conditions for Transportation
- (j) Exhibit G – Quality Assurance and Quality Control Procedures;
- (k) Exhibit H – Key Personnel;
- (l) Exhibit I – Key Performance Indicators (KPI) and Reporting Requirements; and
- (m) Exhibit J – Representatives and Notices.

2.2 Precedence

- (a) If there is a conflict, ambiguity or discrepancy between any of the Contract Documents, the provisions of the document higher in order of precedence, including the applicable amendment or Change Order thereto, shall govern and prevail to the extent of any such conflict or inconsistency.
- (b) Attachments and addenda to any Contract Document shall be considered part of such document.
- (c) Upon discovery by either Owner or Supplier of any material conflict, ambiguity or discrepancy between any provisions of the Contract Documents, Owner or Supplier, as applicable, shall promptly notify the other Party and attempt to resolve such conflicts, ambiguities or discrepancies through mutual consultation. In the event that such conflict, ambiguity or discrepancy is not resolved through mutual consultation, Supplier shall comply with Owner's directions and such conflict, ambiguity or discrepancy shall be resolved in accordance with the Dispute Resolution Procedure.
- (d) No Purchase Order shall modify, amend, or add to any of the other Contract Documents unless they are separately modified, amended or added to by duly authorized signatories of Owner and Supplier.

3.0 TERM

- (a) This Contract shall become effective on the Effective Date and, unless it is earlier terminated pursuant to the terms and conditions of this Contract, shall continue in force for a period of 3 (Three) years from the Effective Date (the "**Initial Term**"). This Contract may be extended by the mutual agreement of the Parties hereto for additional periods of 2 (Two) year (the Initial Term and any extension(s) are collectively referred to as the "**Term**").
- (b) Notwithstanding the foregoing, if any Purchase Order is incomplete on the expiry or termination date of this Contract, this Contract shall continue until the completion of all Purchase Orders that are incomplete at the time of such expiry or termination and the definition of "**Term**" shall be automatically amended to include such additional period of time for completion of all Purchase Orders.

4.0 PROVISION OF WORK

4.1 Supply and Performance of Work

Supplier shall:

- (a) perform the Work in strict compliance with the Contract Documents (including all applicable Purchase Orders) including all specifications, drawings or other descriptions supplied or advised by Owner to Supplier;
- (b) perform the services portion of the Work in a professional, efficient, prompt, economical, skilful and careful manner, in accordance with the methods, standards, codes and practices currently prevailing among firms considered in their industry to be specialists in the field to which the services relate;
- (c) ensure that each member of Supplier Group who performs Work is fully competent, certified, experienced, qualified, trained, reliable and physically fit to perform the Work assigned to such member of Supplier Group and capable of properly performing the Work;
- (d) ensure Work is conducted so as to meet and conform with Owner's goals for safety of persons, property and environment, quality, technical excellence and project management certainty;
- (e) ensure Best industry practices shall be followed and demonstrated by Supplier for safety and performance of the Services. Quality requirements shall be met and demonstrated by Supplier continuously and in a timely fashion



- (f) furnish all services, skills, labour, supervision, equipment, materials and supplies required to perform the Work efficiently, diligently and carefully in a good, workmanlike and professional manner; and
- (g) demonstrate in a timely fashion that Supplier is continuously following all quality requirements in respect of the Work.

4.2 Issuance of Purchase Order

One or more Purchase Orders may be issued from time to time by Owner authorizing Supplier to perform certain Work in accordance with the Contract Documents. Upon issuance of a Purchase Order, that Purchase Order shall be governed by this Contract. These Terms and Conditions are the only conditions upon which Owner is prepared to deal with Supplier and they will govern this Contract to the entire exclusion of all other terms or conditions. Each Purchase Order will be deemed to be an offer by Owner to purchase the Work subject to these Terms and Conditions and no Purchase Order will be effective until Supplier accepts the offer either expressly by giving notice of acceptance or impliedly by fulfilling the Purchase Order, in whole or in part.

4.3 Timing for Provision of the Work

Supplier shall provide the Work within the timeframe for completion set forth in the applicable Purchase Order. Owner reserves the right to require Supplier to schedule the timing and order of performance of the Work at the Site in such a manner as will minimize interference with work of any other parties and Owner has no obligation whatsoever to pay increased costs or expenses of Supplier where any member of Supplier Group fails to cooperate with or to coordinate the Work to be performed at the Site with the work of Owner or other parties. Any costs incurred by Owner as a result of Supplier Group failing to cooperate or coordinate with Owner and parties at the Site may be backcharged to Supplier by Owner pursuant to this Contract.

4.4 Standard of Care

In providing the Work, Supplier represents, warrants and covenants to Owner that it shall perform the Work in accordance with the provisions of this Contract and in a safe and environmentally sound manner and in performing the Work, Supplier shall exercise the highest level of skill, care, diligence and workmanship that would be expected of an experienced, skilled, competent and reputable contractor specializing in the provision of work comparable to the Work.

4.5 Compliance with Applicable Laws

Supplier represents and warrants to Owner that the Work will be provided in accordance with all Applicable Laws.

4.6 No Obligation

The agreement of the Parties to the Terms and Conditions, Exhibits, appendices and attachments does not obligate Owner to order Work from Supplier or to issue Purchase Orders to Supplier for Work and Supplier acknowledges that this Contract represents a non-exclusive arrangement with Owner.

5.0 CHANGES TO THE WORK

5.1 Changes

- (a) Supplier shall provide or perform only the Work set forth in the applicable Purchase Order and Change Orders thereto.
- (b) Supplier shall not proceed with any modification, addition, deletion, alteration, substitution or revision to the Work without prior written authorization of Owner. Supplier is not entitled to payment for the performance of unauthorized modification, addition, deletion, alteration, substitution or revision to the Work without Owner's prior written approval. For greater certainty and without limiting the generality of the foregoing in this Subsection, no charge for extras will be allowed without prior written authorization of Owner.

- (c) A Change Order will amend the applicable Contract Document and shall take precedence over the original Contract Document to the extent of any conflict or inconsistency. Notwithstanding the foregoing in this Subsection, a Change Order cannot be used to amend the Terms and Conditions.

5.2 Issuance of Change Orders

Owner shall have the right to make changes to any Purchase Order by providing written notice of such requested change to Supplier (a "**Change Request**"). If Supplier, acting reasonably, determines that the change set out in Change Request will impact the price, completion date, delivery date or other aspect of the Work, Supplier shall, within 5 (five) Business Days of receiving such Change Request, notify Owner in writing with adequate documentation detailing the impact on price, completion date, delivery date or other aspect of the Work. If Supplier and Owner mutually agree that such a change would have an effect on the Work, the amended particulars shall be set out in a written change order and signed by both Parties (a "**Change Order**"). In the event that Owner and Supplier cannot agree on the effect that the proposed change may have on the Work that is subject to the proposed change, Owner may direct Supplier to proceed in accordance with the proposed change, which Supplier shall do. In the event of a dispute with respect to a change to the Work, Owner shall pay the amount that is not in dispute, in accordance with the terms of this Contract, the Purchase Order shall be completed, as amended by the Change Order, and the disputed amount and/or completion date shall be resolved in accordance with the Dispute Resolution Procedure. Notwithstanding any other provision herein, in the event Supplier does not notify Owner within the aforesaid 5 (five) Business Days, Supplier shall be deemed to accept the effect of the change and waives all claims for compensation, schedule relief or impact to the Work in relation thereto.

5.3 Comments on Technical Documents

If any Purchase Order requires Owner to review and comment on Supplier's technical documents, Supplier shall submit, within thirty (30) Days from the date of Supplier's receipt of such comments, any request for adjustment which would result from implementation of Owner's comments. No adjustment will be made hereunder unless confirms the change in a written Change Order.

6.0 TITLE AND RISK OF LOSS

6.1 Title and Risk of Loss of Goods

Except as otherwise provided herein, all Goods furnished by Supplier hereunder shall become the property of Owner upon any payment therefor or upon delivery thereof, whichever occurs earlier. Notwithstanding the foregoing, Supplier shall be responsible for and shall bear any and all risk of loss or damage to the Goods until delivery thereof in accordance with the delivery provisions of this Contract. Upon such delivery, Supplier shall cease to bear the risk of loss or damage, provided however, that any loss or damage, whenever occurring, which results from Supplier's failure to comply with the packing and shipping instructions set forth in the Purchase Order, shall be borne by Supplier. Any transfer of title to the Goods shall be without prejudice to the Owner's right to refuse the Goods in case of non-conformity with the requirements of the Contract.

6.2 Title and Risk of Loss of Services

Title to any Services rendered pursuant to this Contract shall pass to Owner upon the earlier of delivery of the Services, or the work product related thereto, to Owner or any payment by Owner therefor provided that the risk of loss of the Services, or the work product related thereto, in Supplier's possession shall remain with Supplier until the same has been delivered to Owner.

6.3 Representation Regarding Title to the Work

- (a) Supplier hereby warrants that, at the time title passes hereunder, Supplier shall:
- (i) be the lawful owner of the Work;
 - (ii) deliver title to the Work free and clear of any defects in title or any Lien thereon; and
 - (iii) have the legal right to convey and transfer title to the Work.



Such warranties and obligations of Supplier shall apply regardless of whether the Work, or any component thereof, constitutes real or personal property or fixtures or mixed real and personal property.

- (b) Supplier shall, at no additional expense to Owner, indemnify and hold Owner Group harmless, and warrant and defend title, against the claims and demands of all Persons arising out of or in connection with performance of provision of the Work including taking all such actions as may be required to discharge any Lien.

7.0 SUPPLIER REPRESENTATIONS

7.1 Representations and Warranties

Supplier hereby represents and warrants to Owner and understands that Owner is relying upon these representations and warranties in entering into this Contract, that as of the Effective Date of this Contract and throughout the Term:

- (a) Supplier is an entity duly constituted and validly subsisting under the laws of its jurisdiction of incorporation;
- (b) Supplier has all requisite power, legal capacity and authority to enter into this Contract and to perform its obligations in accordance with the terms of this Contract;
- (c) this Contract is a valid and binding agreement enforceable against Supplier in accordance with its terms and conditions;
- (d) Supplier has duly authorized, executed and delivered this Contract;
- (e) there are no known claims pending, threatened or anticipated and there is no litigation or proceeding that would have a material adverse effect on the ability of Supplier to supply the Work;
- (f) Supplier is qualified to carry on business in all the jurisdictions where the Goods are to be designed, engineered, manufactured, fabricated, assembled, delivered or sold and the Services are to be provided; and
- (g) Supplier is registered for GST pursuant to the Excise Tax Act (Canada).

8.0 OWNERSHIP OF DOCUMENTS

- (a) Subject to the Intellectual Property rights owned by Supplier, all Documents shall be Owner's exclusive property for use by Owner without limitation and shall be delivered immediately to Owner upon Owner's written request. Supplier may, at its own cost upon prior written approval of Owner, retain a copy of the Documents on a confidential basis for archival purposes but may not, without Owner's prior written consent, disclose them or their contents to any third party, nor use them in any way in connection with any other project or in the performance of professional services for a third party. For greater certainty but without limiting the generality of the foregoing in this Subsection, Supplier shall, and shall direct and cause each member of Supplier Group to submit to Owner, copies of all inspections, tests or approvals prepared by or for any Governmental Authority, Person, firm or corporation other than Owner.
- (b) Upon delivery of the Work or upon earlier termination of this Contract or any applicable Purchase Order, or otherwise upon the request of Owner, Supplier shall deliver to Owner all such Documents at such place and time as Owner may reasonably require. Supplier shall direct its Subcontractors, suppliers and vendors to immediately deliver all Documents to Owner. Owner shall be under no obligation to release final payment until it has received final copies of all such Documents. Any Documents furnished by Owner or any third party on behalf of Owner to Supplier shall remain the property of Owner and shall be promptly returned to Owner upon completion or termination of this Contract unless Supplier is otherwise instructed in writing by Owner.

9.0 SUPPLIER'S EQUIPMENT AND MATERIALS

9.1 Quality of Equipment and Materials

- (a) Supplier shall ensure that all equipment supplied or used in connection with the performance of its obligations under this Contract is at all times inspected, calibrated and maintained in accordance with manufacturers' guidelines, Applicable Laws and good industry practice.
- (b) All equipment, machinery and materials incorporated into the Work shall be new and of the kind and quality specified in this Contract or any applicable Purchase Order, in accordance with the highest industry standards.
- (c) The systems and equipment supplied or used in the supply of the Work shall be modern, in good working condition and suitable for the satisfactory completion of Supplier's obligations under this Contract and any Purchase Order.
- (d) Owner may, at any time upon notice, require Supplier to demonstrate compliance with the provisions of this Article, and if in such demonstration any of the systems, equipment, machinery and materials are determined by Owner to be not in compliance with such provisions of this Contract or any applicable Purchase Order, Supplier shall, at its own cost and expense, promptly take all necessary steps to replace such systems, equipment, machinery and materials with systems, equipment, machinery and materials that comply with such provisions of this Contract or such applicable Purchase Order.

10.0 LIENS

10.1 Work Provided Free of Liens

All Work supplied hereunder shall be free and clear of Liens. Supplier shall promptly pay all debts incurred by Supplier for labour, services, equipment, materials and supplies used in the provision of the Work. Supplier shall not be entitled to receive payment from Owner until Supplier furnishes evidence satisfactory to Owner of full payment of such indebtedness. Supplier shall be entitled to be paid any holdback retained by Owner in accordance with any applicable builders' lien legislation provided that no liens or charges have been registered and Supplier has provided Owner with evidence satisfactory to Owner of full payment of all such debts. If any Lien is registered in respect of the Work, Supplier, at its sole expense, shall promptly effect its discharge.

10.2 Supplier's Responsibility to Remove Liens

- (a) Should Supplier, upon becoming aware of any Lien, not take reasonable and effective steps to satisfy or release such Lien without undue delay, Owner shall also have the right, upon providing twenty-four (24) hours' written notice to Supplier, to make payment directly to any such claimant and all and any such payments shall be:
 - (i) reimbursed by Supplier on demand if Owner had previously paid Supplier for the Work, or any portion thereof, that are the subject of such Liens; and
 - (ii) deemed a full discharge to Owner of its obligations under this Purchase Order to make payment to Supplier of the sum(s) in question if Owner had not previously paid Supplier in respect of the Work, or any portion thereof, which is the subject of such Liens.
- (b) In the event that Owner is required to remove any Lien as set forth in Subsection 10.2(a), then Supplier shall reimburse Owner for all costs and expenses (including but not limited to all disbursements, administrative costs and legal fees on a solicitor and client basis) incurred by Owner in obtaining the discharge, release or satisfaction of such Lien.

11.0 INSURANCE

11.1 Supplier's Insurance

- (a) Supplier shall, at its sole expense carry insurance covering its operations hereunder at all times and maintain, and require its Subcontractors to maintain, at least the following insurance coverage:
 - (i) Workers' Compensation coverage as required by Applicable Laws;
 - (ii) Employer's Liability Insurance covering each of its employees to the extent of not less than five million dollars (\$5,000,000.00) where such employees are not covered by Workers' Compensation or where Workers' Compensation is not an exclusive remedy;
 - (iii) Commercial General Liability Insurance written on an "occurrence" basis with a combined single limit of five million dollars (\$5,000,000) per occurrence including but not limited to bodily injury including death and / or property damage (including loss of use of property), contractual liability, tortious liability, products and completed operations liability, non – owned auto liability, cross liability, sudden and accidental pollution liability and contingent employers liability;
 - (iv) Automobile Public Liability and Property Damage Insurance covering all vehicles, owned, leased, operated or licensed by Supplier Group, with a combined single limit of not less than two million dollars (\$2,000,000) for each occurrence involving bodily injury, death or property damage;
 - (v) if aircraft or watercraft are to be used in connection with the Work, aircraft public liability and property damage insurance or watercraft liability insurance, as applicable, covering all aircraft or watercraft, owned or non-owned, operated or licensed by Supplier, with bodily injury coverage, including passenger hazard, death, and property damage to a combined single limit of not less than five million dollars (\$5,000,000) per occurrence;
 - (vi) marine cargo insurance covering the replacement value of any good in transit by water that constitutes Work;
 - (vii) Professional Liability Errors and Omissions insurance covering all claims arising out of errors or omissions of Supplier in the performance of the Work with a limit of not less than five million dollars (\$5,000,000); and
 - (viii) Insurance covering loss of or damage to Supplier Group owned, leased or rented property, tools and equipment, for full replacement value.

Supplier shall be liable to Owner and shall defend, indemnify and hold Owner Group harmless for any absence or insufficiency of insurance of any member of Supplier Group including all workers' compensation assessments due by Supplier Group in relation to the Work.

- (b) The insurance provided by Supplier pursuant to this Article and the related policies of insurance shall be provided in accordance with the following terms and conditions:
 - (i) the (A) Employer's Liability Insurance, (B) Commercial General Liability Insurance, and (C) aircraft public liability and property damage policies of insurance shall name Owner, its Affiliates and their respective directors, officers, employees, agents or servants as additional insureds with respect to the Work;
 - (ii) Supplier will be solely liable to pay any deductible associated with any claim by Supplier, Owner, any Affiliate thereof or any Subcontractor under the foregoing insurance policies;
 - (iii) each such policy shall, where appropriate, provide by endorsement or otherwise that insurers waive their rights of subrogation against Owner, Owner's Affiliates and all Persons with whom the foregoing may be participating;

- (iv) Supplier shall provide Owner with a certificate of insurance, in duplicate, evidencing all such policies are in effect within ten (10) Days after execution of this Contract and thereafter upon request of Owner;
- (v) Supplier shall provide at least thirty (30) Days prior written notice to Owner prior to any material change or cancellation of such policy;
- (vi) subject to the other provisions of the Contract, Supplier shall provide any other insurance which it is required by Applicable Law to provide, as well as other insurance as may be requested, from time to time, by Owner;
- (vii) all such policies shall be placed with insurers acceptable to Owner and in a form acceptable to Owner, such approval not to be unreasonably withheld. The approval or non-approval of any such policy by Owner shall in no way relieve the Supplier of its obligation to provide, and cause its Subcontractors to provide, the insurance in this Article;
- (viii) prior to commencing any Work, and thereafter upon request of Owner, Supplier shall deliver to Owner a certificate from the appropriate workers' compensation board or commission showing Supplier has registered and is in good standing with such board or commission;
- (ix) prior to issuing an invoice representing the final payment to be made under any Purchase Order, Supplier shall deliver to Owner a certificate showing Supplier has paid all assessments and other amounts required by the applicable workers' compensation board or commission;
- (x) with respect to insurance claims where Owner's interest is involved, Supplier shall not give or release or make any compromise with the insurer without the prior written consent of Owner;
- (xi) upon notice from Owner to Supplier of any changes of the insurance requirements or amounts, Supplier shall furnish the updated evidence of insurance;
- (xii) neither the requirement of Supplier to carry and maintain insurance nor Owner's acceptance of evidence of insurance will in any manner limit or qualify the liabilities and obligations assumed by Supplier under this Contract;
- (xiii) If Supplier Group insurance is not maintained in force in accordance with this Contract, then Owner may, in addition to any other remedies it has pursuant to this Contract, effect and keep in force any such insurance coverage and pay such premiums as may be necessary for that purpose and from time to time, Owner shall have the right to backcharge Supplier for the debt owing by Supplier to Owner for the costs and expenses Owner incurs to procure, place and maintain such policies of insurance;
- (xiv) The insurance required to be placed by Supplier Group pursuant to this Contract shall be primary and shall not seek contribution from, or be in excess of, any other insurance maintained by Owner. Supplier and Supplier Group third party liability insurance policies shall be first layer insurance for all Persons that are insureds or additional insureds and other insurance carried by Owner shall not be called upon by Supplier's underwriters to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise, except as otherwise expressly set forth in writing in the Contract Documents. Supplier, as soon as it is aware of any circumstances which may give rise to a claim under any of its liability insurance policies set forth in this Article, including employer's liability insurance, shall give written notice of such circumstances to its underwriters with a written copy to Owner. Such notification shall make reference to the provision that Owner is an additional insured in respect any Losses claimed against it arising out of the liabilities accepted by Supplier and Supplier Group pursuant to this Contract; and
- (xv) Supplier shall promptly report to Owner in writing full details of any occurrence or incident likely to give rise to a claim under the policies or insurance coverage referred to

in this Article, including, without limitation, any accident involving personal injury, death or property damage in respect of performance of the Work at the Site.

12.0 INSPECTION AND EXPEDITING

12.1 Inspection and Expediting

- (a) Within thirty (30) Days of execution of this Contract, Supplier shall submit to Owner for its review and approval the quality assurance and quality control procedures Supplier intends to use in connection with the Work. Once approved, the approved quality assurance and quality control procedures shall be attached to this Contract as Exhibit G (Quality Assurance and Quality Control Procedures), and shall be complied with by Supplier and its Subcontractors in connection with the provision of the Work.
- (b) Work provided by Supplier under any Purchase Order is subject to inspection, expediting and witnessing of Supplier testing by Owner's Personnel, who shall be granted access to all parts of Supplier's plant(s) or Supplier's Subcontractors' or vendors' plant(s) engaged in the manufacturing or processing of any Work ordered in connection with this Contract or where Work is or has been performed. Owner's inspection and witnessing of testing, or lack of inspection or witnessing of testing, or lack of response, shall not be construed as acceptance by Owner of such Work and shall in no way release Supplier from any obligations related to this Contract or any Purchase Order issued hereunder. Supplier shall further ensure that the provisions of this Article become a part of its purchase orders to its Subcontractors and vendors for all goods, services, materials, equipment or other components which are used or incorporated in the Work purchased under this Contract. Supplier shall at all times be and remain responsible for notifying Owner, prior to the attendance by Owner's Personnel at Supplier's plant(s) or Supplier's Subcontractors' or vendors' plant(s), of any and all potential confidential or proprietary information of Supplier or Supplier's Subcontractors' or vendors that Owner may be exposed to or be given access to during any such attendance in the course of the performance of this Contract. Any failure by Supplier to notify Owner as aforesaid shall entitle Owner during the Term and at all times thereafter to treat any and all such information as non-confidential or non-proprietary, as the case may be, and such information shall for all purposes be deemed not to be confidential or proprietary.
- (c) In the event the Supplier covers up the Work to be inspected or tested or otherwise makes it unavailable or inaccessible without Owner's prior authorization, and such Work was to be inspected, tested or witnessed by Owner, the Supplier shall make such Work available at its own cost and shall remedy any delay caused by the Supplier's actions at its own cost.
- (d) Supplier or Supplier's Subcontractors and vendors shall notify Owner at least five (5) Business Days in advance of the date the inspection or test can be made. If for any reason the date should be set back, Supplier shall telephone, facsimile or e-mail Owner immediately to notify Owner thereof and arrange for an alternate date.
- (e) Supplier shall not ship the Goods set forth in any Purchase Order without either Owner's final inspection or a written waiver of inspection from Owner. Any violation of this requirement shall constitute a rejection of the Goods, with subsequent costs for return or other action as warranted against Supplier's account.
- (f) Complete and accurate information is required to maintain the overall schedule for the delivery of Goods and for the overall Refinery. Unless otherwise stated, every fourteen (14) Days during the Term, Supplier shall, as a minimum, furnish to Owner confirmation of the then current status of engineering, material procurement, production and shipping information in respect of the Goods being manufactured, constructed, assembled or delivered by Supplier.

13.0 LIABILITY AND INDEMNITY

13.1 Breach of Contract

Supplier shall defend, indemnify, release, waive all rights of legal recourse and hold each member of Owner Group harmless from and against all Losses arising out of or related in any way to: (i) the negligence; or (ii) breach of contract; of the Supplier arising out of or incidental to the performance or non-performance of the Contract or the Work by any member of the Supplier Group.

13.2 Supplier Group Personnel and Property

Supplier shall defend, indemnify, release, waive all rights of legal recourse and hold each member of Owner Group harmless from and against all Losses arising out of or related in any way to the injury, illness or death, or alleged injury, illness or death, of any member of Supplier Group or damage to Supplier Group property occurring in connection with this Contract, regardless of the cause, including, without limitation, the sole, joint or concurrent negligence, strict liability, breach of duty (statutory or otherwise), breach of warranty, breach of contract, or any other legal fault or responsibility of any member of Owner Group.

13.3 Third Party Claims

- (a) Supplier shall defend, indemnify, release, waive all rights of legal recourse and hold each member of Owner Group harmless from and against all Losses arising out of or related in any way to the injury, illness or death of a third party or the damage to or loss of any property of a third party occurring in connection with the Contract, to the extent caused by the fault or negligence of any member of Supplier Group, regardless of the timing or nature of such Losses or the identity of the claimant, including the third party themselves.
- (b) Owner shall defend, indemnify, release, waive all rights of legal recourse and hold each member of Supplier Group harmless from and against all Losses arising out of or related in any way to the injury, illness or death of a third party or the damage to or loss of any property of a third party occurring in connection with the Contract, to the extent caused by the fault or negligence of any member of Owner Group regardless of the timing or nature of such Losses or the identity of the claimant, including the third party themselves.

13.4 Indemnity for Non-Compliance with Applicable Laws

Without limiting any other indemnity provision of the Contract, Supplier shall be liable for, and shall indemnify, defend, release, waive all rights of legal recourse and hold Owner Group harmless from all Losses suffered or incurred by them arising directly out of any failure by Supplier Group to comply with Applicable Laws.

13.5 Damage to Owner Property

Supplier shall be liable for, and shall defend, indemnify, release, waive all rights of legal recourse and hold each member of Owner Group harmless from and against all Losses arising out of or related in any way to physical damage to or loss of:

- (a) Owner property, whether at the Site, incorporated or not incorporated into the Refinery, in transit to the Site, or in storage on or off the Site, and including any other Owner property in respect of the Refinery (collectively, the "**Owner Property**") to the extent such loss, claim or damage is caused by the fault or negligence of any member of Supplier Group, or the failure of any member of Supplier Group to properly perform the obligations of Supplier set forth in the Contract; and
- (b) Supplier Group property, owned, leased or rented, regardless of the cause of the losses, claims and damages, including the sole, joint or concurrent negligence, strict liability, breach of duty (statutory or otherwise), breach of warranty, breach of contract, or any other legal fault or responsibility of Owner.

13.6 Hazardous Substances

Supplier shall be liable for, and shall defend, indemnify, release, waive all right or legal recourse and hold each member of Owner Group harmless from and against any and all Losses (including, without limitation,

costs and expense in connection with control, containment, clean-up and removal of Hazardous Substances and fees, including consulting and expert fees) from the release of Hazardous Substances, to the extent contributed to, or caused by, the fault, negligent acts or negligent omissions of any member of Supplier Group.

13.7 No Consequential Liability

Consequential Damages shall mean loss of product or production, loss of revenue, loss of profits, loss of anticipated profits, loss of use, loss of business, loss of opportunity, increased costs of operation, claims of customers or indirect, special or punitive damages arising out of or in connection with this Contract. Notwithstanding any other provision of this Contract, in no event shall:

- (a) Owner Group be liable to Supplier Group for Consequential Damages howsoever arising; and
- (b) Supplier Group be liable to Owner Group for Consequential Damages howsoever arising.

13.8 Limit of Liability

Supplier's total cumulative liability to Owner with respect to the Work and this Contract, excluding proceeds from Contractor's insurance required to be maintained pursuant to this Contract shall be limited to ten million dollars (\$10,000,000), provided that such limit of liability shall not apply to any Losses:

- (a) for personal injury, illness or death pursuant to s. 13.2 (Supplier Group Personnel and Property);
- (b) for third party claims pursuant to s. 13.3(b) (Third Party Claims);
- (c) for non-compliance with Applicable Laws pursuant to s. 13.4 (Indemnity for Non-Compliance with Applicable Laws);
- (d) resulting from breach of Supplier obligations for Hazardous Substances pursuant to s. 13.6 (Hazardous Substances);
- (e) for performance of Warranty Work pursuant to s. 14.3 (Warranty Work);
- (f) resulting from breach of third party Intellectual Property rights pursuant to Article 17.0 (Intellectual Property); or
- (g) resulting from breach of confidentiality obligations pursuant to Article 18.0 (Confidentiality and Publicity).

14.0 WARRANTY

14.1 Warranty for Goods and Services - Warranty does not include normal rework for work done as per current industry standards

- (a) Supplier represents and warrants to Owner that all Goods supplied hereunder and the delivery of all Goods shall:
 - (i) be without fault, defect or deficiency (latent or otherwise);
 - (ii) be free from Liens;
 - (iii) be of the best available design, materials, quality and workmanship;
 - (iv) be new, unless specified in the Purchase Order;
 - (v) be fit, sufficient and safe for use for their ordinary and intended purpose;
 - (vi) be in strict conformance with the Contract Documents; and
 - (vii) conform to the standard of care set forth in Article 4.0 (Provision of Work).

- (b) Supplier represents and warrants to Owner that all Services provided hereunder shall be:
 - (i) Material free from defects and deficiencies in workmanship and materials;
 - (ii) performed in a good and workmanlike manner in accordance with the provisions of this Contract; and
 - (iii) performed in a safe and environmentally sound manner;
 - (iv) free from Liens;
- (c) performed in accordance with the standard of care set forth in Article 4.0 (Provision of Work). The foregoing warranties are in addition to all other warranties and conditions as may be expressed or implied at law or equity. All warranties shall remain in effect notwithstanding termination of this Contract or any Purchase Order. On Owner's request, Supplier shall either assign to Owner, or enforce for its benefit, warranties granted by manufacturer or Subcontractor.

14.2 Warranty Period

Supplier's warranty for all Goods and Services provided pursuant to this Contract shall apply throughout the term of this Contract and for a period ending twenty four (24) months from the date the Goods have been delivered and accepted or, in the case of Services, twenty four (24) months from the completion of the Services (the "**Warranty Period**").

14.3 Warranty Work

- (a) If during the Warranty Period, any part or all of the Goods or Services are found not to be in accordance with the warranties provided herein, Supplier shall, upon written notice from Owner, at no additional cost to Owner, promptly undertake such steps in respect of such defective work as are necessary to rectify such defect or failure (the "**Warranty Work**") and any loss or damage to the Work or the Refinery caused by such defect or failure and all such costs incurred in connection therewith shall be to the account of Supplier.
- (b) Where Supplier, when requested by Owner, does not promptly undertake such steps as are necessary to rectify the defect or failure and any loss or damage to the Work or the Refinery caused by the defect or failure, then Owner has the right to undertake such steps and Supplier shall reimburse Owner for all incurred in remedying such defect or failure and any loss or damage to the Work or the Refinery caused by such defect or failure.
- (c) All Warranty Work shall itself be warranted by Supplier on terms identical to those specified in Section 14.1 for a period ending on the later of:
 - (i) the end of the Warranty Period; and
 - (ii) two (2) years from the date that the Warranty Work was performed.

15.0 TERMINATION

15.1 Termination for Convenience

Owner may, without prejudice to any of its other rights hereunder and subject to the applicable provisions hereof relating to payment upon termination, terminate this Contract or any Purchase Order (or both) issued hereunder at Owner's sole discretion and without cause, at any time by giving seventy two (72) hours' written notice to Supplier. Upon receiving notice as aforesaid, Supplier shall:

- (a) immediately stop all Work as directed by Owner and place no further orders or subcontracts for Work, except as may be necessary to completion portions of the Work as directed by Owner;
- (b) on the request of the Owner, assign to the Owner, in the manner and to the extent directed, all of the rights of the Supplier under purchase orders and subcontracts relating to the terminated portion of the Work;

- (c) on the request of the Owner, terminate purchase orders and subcontracts outstanding, to the extent they relate to the terminated portion of the Work and are not assigned to the Owner;
- (d) take any necessary action to protect the property in the Supplier's possession in which the Owner may acquire an interest;
- (e) complete performance of the continuing portion of the Work, if any, in accordance with the terms of this Contract;
- (f) provide suggestions to the Owner as to the best method to mitigate any Loss or delay arising from the termination of the Work; and
- (g) take any other action in relation to the termination which the Owner may reasonably direct.

15.2 Termination by Owner for Default

- (a) Supplier shall be in default of this Contract upon the occurrence of any one or more of the following:
 - (i) Supplier materially breaches this Contract and in Owner's sole determination such material breach cannot be remedied;
 - (ii) Supplier fails to fulfill any term or condition of this Contract or any Purchase Order issued hereunder and fails to:
 - (A) remedy such default, at its expense, within two (2) Days of receiving notice thereof from Owner; or
 - (B) where such default cannot be corrected within two (2) Days, takes effective steps towards correcting such default within such two (2) Day period and diligently completes such cure no later than thirty (30) Days of receiving notice of the particular default from Owner;
 - (iii) a breach by Supplier of Applicable Laws, or HSE obligations;
 - (iv) failure by Suppler to promptly correct an unsafe conditions after notice from Owner;
 - (v) Supplier ceases to carry on business or abandons the Work;
 - (vi) theft or misappropriation of Owner property by any member of Supplier Group;
 - (vii) the bankruptcy or insolvency of Supplier, or upon receipt of a receiving order made against it or making an arrangement with its creditors, or commencing to be wound up, or carrying on its business or any significant part thereof by or under the supervision of a receiver or administrator (or similar Person or entity) for the benefit of its creditors or any of them or Supplier's equipment or other property involved in the performance of Supplier's obligations under this Contract is lawfully seized;
 - (viii) Supplier's contravention of Article **30.0** (Key Personnel); and
 - (ix) failure to provide the Security in accordance with Article **31.0** (Performance Security).
- (b) Without prejudice to any other right or remedy which Owner may have, upon the occurrence of a default pursuant to this Article, Owner may avail itself of any one or more of the following remedies at its sole discretion, whether or not any of the Goods have been accepted by Owner:
 - (i) terminate all or a portion of this Contract;
 - (ii) rescind the applicable Purchase Order;
 - (iii) reject the Work;

- (iv) provide Supplier the opportunity at Supplier's expense either to remedy any deficiency or defect in the Work or to perform any other necessary acts to ensure that the terms of this Contract are fulfilled;
- (v) refuse to accept any further delivery of the Goods or performance of the Services without any liability to Owner;
- (vi) take possession of the Work or any of the Goods;
- (vii) take any action at Supplier's expense to make the Work comply with this Contract; or
- (viii) claim such damages as may have been sustained in consequence of Supplier's breach of this Contract.

15.3 Payment on Termination

- (a) If this Contract, or any Purchase Order issued hereunder, is terminated for convenience, Owner shall be relieved of all further obligations under this Contract, or the applicable Purchase Order, except for payment of the balance outstanding for the Work properly performed prior to the effective date of termination and reasonable termination costs incurred by Supplier and Supplier shall be relieved of all further obligations under this Contract or the applicable Purchase Order. Any amounts claimed by Supplier as termination costs shall be evidenced by contracts, invoices and such other documentation as may be requested by Owner. Supplier waives all claims for loss of anticipated profit and overhead arising from such termination for convenience.
- (b) If this Contract is terminated for default, Owner shall be relieved of all further obligations under this Contract, or the applicable Purchase Order, except for payment of the balance outstanding for the Work properly performed prior to the effective date of termination.

If at the date of termination Owner has paid Supplier an amount greater than that to which Supplier is entitled under this Contract, Supplier shall promptly repay the surplus to Owner.

16.0 SUSPENSION

16.1 Suspension of the Work

- (a) In addition to any other rights that Owner may have hereunder or in law, Owner may in the exercise of its sole discretion, at any time or times, by notice to Supplier specifying an effective date, require Supplier to suspend the Work or any portion thereof and/or require Supplier to notify its suppliers and Subcontractors to suspend their performance of any portion of the Work and/or supply of materials or equipment related thereto (the "**Suspended Activities**"). Upon receiving notice, Supplier shall discontinue the Suspended Activities, place no further purchase orders or subcontracts with respect to the Suspended Activities and promptly take all reasonable steps to obtain suspension terms satisfactory to Owner with respect to all purchase orders, subcontracts, supply contracts and rental agreements related to the Suspended Activities.
- (b) Supplier shall continue to supply the Work that is not part of the Suspended Activities. If instructed by Owner in a suspension notice, Supplier shall maintain, and shall cause its suppliers and Subcontractors to maintain, adequate personnel and equipment at Supplier's, Subcontractor's or vendors' or their respective subcontractor's fabrication facilities not on Site, to complete the Suspended Activities.
- (c) Owner may at any time authorize resumption of the Suspended Activities or any part thereof, by giving Supplier notice specifying the part of the Suspended Activities to be resumed and the effective date of such resumption. Supplier shall and shall require its suppliers and Subcontractors to resume the Suspended Activities to the extent required in the notice.
- (d) Supplier shall use its, or direct the applicable Subcontractors or vendors to use their, Personnel, equipment and materials in such manner and take such other steps, as may be necessary or desirable, to minimize the costs associated with the Suspended Activities. During the period of suspension, Supplier shall secure and protect or cause the applicable Subcontractors or supplier to

secure and protect the Work in progress and anything affected by such Suspended Activities. Owner shall pay Supplier the reasonable, minimized costs relating to Suspended Activities, which are approved by Owner in advance.

- (e) In the event of a suspension of Work or any portion thereof under this Article 16, the Supplier waives all claims for loss of anticipated profit, revenue and overhead arising from the suspension.

17.0 INTELLECTUAL PROPERTY

17.1 Ownership of Intellectual Property

- (a) Except as expressly provided herein, nothing in this Contract shall be construed as granting Supplier any license or other right to use any Intellectual Property or other property of Owner Group or Owner licensor or any Affiliate thereof that Owner Group or Owner licensor or any Affiliate thereof may now or hereafter own, possess, or in which it may hold licensing rights.
- (b) If Supplier Group uses Intellectual Property for performance of the Work or incorporates any Intellectual Property into the Work, Owner is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, and worldwide licence to use the Goods and Services and the Intellectual Property related thereto for the purpose of using, operating, maintaining and servicing the Goods and receiving the benefit of the Services, without obligation to account to, or obtain consent from, Supplier Group.
- (c) No member of Supplier Group shall use any process or method or incorporate in the Work any such processes or methods which involve Intellectual Property rights of third parties without the prior written approval of Owner, unless Owner has a license to modify, use, and exploit such Intellectual Property as part of or in connection with the Work and the Refinery, without obligation to account to, or obtain consent from such third party.
- (d) If any member of Supplier Group incorporates into the Work any Intellectual Property owned by any member of Supplier Group, or any third party, or in which any member of Supplier Group, or any third party has an interest, Owner and its Affiliates are hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to use the Goods and Services and the Intellectual Property related thereto for the purpose of using, operating, maintaining, repairing and servicing the Goods and receiving the benefit of the Services, without obligation to account to, or obtain consent from such member of Supplier Group or third party.
- (e) Supplier shall promptly give notice to Owner if any member of Supplier Group has or acquires knowledge of any Intellectual Property right under which a suit for infringement could reasonably be brought because of the processes or methods used by Supplier Group in performance of the Work or incorporated, or to be incorporated by Supplier Group into the Work.
- (f) Supplier acknowledges that Owner has, in respect of the Refinery, obtained licenses and rights to use certain technologies and confidential information from third parties, including process licensors, and that one or more members of Supplier Group may be required to enter into certain licenses and non-disclosure agreements with some of such parties in connection with the Work. Supplier acknowledges that if the Work requires Supplier Group to enter into licenses and non-disclosure agreements with some of such parties, the entering into and compliance by Supplier Group with such agreements forms an integral part of the Work and that any failure or refusal to do so will result in a material breach of this Contract.

17.2 Intellectual Property Indemnity

Supplier shall defend, indemnify and save Owner Group harmless from and against all costs, damages, expenses, claims which Owner Group may suffer, sustain, pay or incur in connection with or arising out of the infringement or alleged infringement by Supplier Group of any Intellectual Property rights of a third party that are used for performance of the Work or incorporated into the Work including, without limitation, any process, apparatus, equipment or other material delivered in connection with the Work or the use thereof by Owner. Supplier is not entitled to settle any such suit or action without the prior written authorization of Owner if, by such settlement, Owner is obliged to make any monetary payment, to part with any Refinery

property or interest therein, to assume any obligation, to be subject to any injunction, or to grant any licenses or other rights under such Intellectual Property rights.

18.0 CONFIDENTIALITY AND PUBLICITY

18.1 Confidentiality

- (a) For the purposes of this Contract: "**Confidential Information**" means any and all information provided by, or on behalf of, Owner to any member of Supplier Group, together with all information provided by any other party to Supplier, if such information in any way relates to Owner, its businesses, suppliers or customers. However, Confidential Information shall not include knowledge or documents, which can be shown from documents or records to be: (i) within the public domain at the time of its use or disclosure; (ii) already possessed by Supplier prior to its disclosure by Owner; (iii) independently received by Supplier without obligation or confidence from a third party and which does not relate to Supplier's retainer with Owner; or (iv) required to be disclosed pursuant to Applicable Laws or an order from a court of competent jurisdiction (but then only in respect of such required disclosure).
- (b) Supplier agrees that during and after termination, for any reason, of this Contract, Supplier shall keep confidential and refrain from using or disclosing, directly or indirectly, any of the Confidential Information for any purpose other than providing the Work, and then only in accordance with this Article. Without limiting the generality of the foregoing, Supplier shall: (i) not copy, disclose, divulge, publish, transcribe or transfer the Confidential Information in any manner whatsoever in whole or in part except as is required to provide the Work; (ii) take precautions to maintain the confidentiality of the Confidential Information; and (iii) use Supplier's best efforts to prevent any Person from making unauthorized use of the Confidential Information.
- (c) Consistent with its obligations in this Article, Supplier may disclose the Confidential Information to those members of Supplier Group, who have a need to know the Confidential Information for the purpose of providing the Work pursuant to this Contract, provided that Supplier shall ensure that all such members of Supplier Group treat the Confidential Information as confidential and at all times in a manner consistent with this Contract and Supplier shall be liable for any Loss resulting from any such member of Supplier Group failing to do so. Supplier shall notify Owner promptly of any unauthorized use or possession of the Confidential Information that comes to Supplier's attention.
- (d) Immediately upon termination of this Contract, or at any time upon demand of Owner, Supplier shall return or supply to Owner any of the Confidential Information in possession or under its control or in the possession or control of any member of Supplier Group and any analysis or derivative work relating to the Confidential Information, and no copies of the Confidential Information, analysis or derivative work shall be made or retained.
- (e) Supplier Group shall not advertise or publish the fact that Owner has contracted to purchase the Work from Supplier, nor shall any information relating to this Contract be disclosed without Owner's prior written consent.
- (f) Supplier shall not, in providing the Work, improperly use or disclose any confidential or proprietary information or trade secrets of any former or concurrent client of Supplier or any other Person or entity, nor shall Supplier undertake any activity in providing the Work which could reasonably result in the improper use of or infringe upon the Intellectual Property rights of any former or concurrent client or any other Person or entity.
- (g) Supplier shall abide by and faithfully discharge any obligations or duties that it may owe to any former or concurrent client of Supplier, or any other Person or entity, including, without limitation, any obligation with respect to confidentiality, competition or solicitation.
- (h) Supplier acknowledges and agrees that in the event of a breach of confidentiality, Owner may suffer irreparable harm for which damages would not be an adequate remedy and accordingly, Owner will be entitled to equitable relief, including injunction and specific performance and Supplier consents to any applications for such relief.

18.2 Publicity

- (a) No member of Supplier Group shall make any announcement (or publish any photograph, article or press release) in connection with the Work provided in connection with this Contract without the prior written approval of Owner except as required by Applicable Laws or by any legal or regulatory authority. Supplier shall not display Owner's name, trademarks, logos or any other of Owner's proprietary marks or designations for any purpose or in any medium (including, for greater certainty, the Internet) without the prior written approval of Owner.

18.3 Non-Disclosure Agreements with Licensors

- (a) Upon written request of the Owner, Supplier shall promptly execute non-disclosure agreements ("NDAs") between: (a) Supplier and Owner in respect of the proprietary or confidential information of: (i) Air Liquide Global E&C Solutions Germany GmbH; and (ii) Jacobs Nederland B.V.; on such terms as the Owner may require in its sole and absolute discretion; (b) Supplier and UOP LLC; and (c) Supplier and CLG Inc.
- (b) Supplier must, in accordance with the instructions of Owner, contact UOP LLC and CLG Inc. directly and must promptly and independently negotiate to conclusion a NDA between Supplier and UOP LLC or Supplier and CLG Inc., or both.
- (c) If Owner determines, in its sole and absolute discretion, that Supplier cannot, will not, or is unable to execute any of the required NDAs, then Owner reserves the right in its sole discretion to terminate this Contract or any Purchase Order (or both) immediately upon written notice.

19.0 SUBCONTRACTS

19.1 Subcontracts

- (a) Supplier shall provide notice to Owner of its intention to subcontract the performance of any Work, and of the intended Subcontractor, and shall be required to obtain Owner's written approval of same, which approval is in the Owner's sole discretion, prior to entering into any Subcontract. Owner may object to any Subcontractor or the use of any proposed Subcontractor, in its sole discretion, and require Supplier to engage another Subcontractor.
- (b) When requested to do so by Owner, Supplier shall demonstrate that any proposed Subcontractor has the necessary technical skills and financial and other resources to carry out the subcontracted portion of the Work.
- (c) No Subcontract shall relieve Supplier of any of its obligations under this Contract. Supplier shall be responsible for the acts or omissions of any Subcontractor and its Personnel as fully as if they were the acts or omissions of Supplier or its Personnel.
- (d) Removed
- (e) Supplier shall request and use its reasonable efforts to obtain for the benefit of Owner, the best warranties and guarantees that it is possible to secure from its Subcontractors and, as a minimum, shall obtain the same warranties and guarantees that Supplier has provided herein. Supplier shall take all reasonable steps to enforce all Subcontracts and to enforce all warranties, guarantees, and other rights and benefits under all Subcontracts for the benefit of Owner and Supplier shall do all things and provide all assistance reasonably necessary to enable Owner to enforce warranties and guarantees provided by its Subcontractors.

20.0 EXCUSED NON-PERFORMANCE

20.1 Excused Non-Performance

Each Party is relieved of its obligations under this Contract to the extent and for the time that its performance is delayed or prevented by any cause (except financial) beyond its reasonable control. Owner may defer the date of delivery or completion of any Work or terminate this Contract, or any affected Purchase Order, or

reduce the quantity, nature or extent of the Work ordered if it is prevented from or delayed in the carrying on of that part of its business relating to this Contract or a specific Purchase Order due to circumstances beyond its reasonable control. A labour dispute is beyond a Party's reasonable control if that Party considers settlement thereof incompatible with its best interests. A Party whose performance of its obligations is delayed or prevented by circumstances beyond its reasonable control shall immediately notify the other Party of the nature, extent, effect and likely duration of such circumstances. Owner may immediately terminate this Contract or a Purchaser Order if Supplier is prevented from performing any of its obligations under this Contract for a period of thirty (30) Days due to any cause (except financial) beyond Supplier's reasonable control.

21.0 ETHICAL CONDUCT

21.1 Conduct of Supplier

To maintain the integrity of this relationship, Supplier shall not pay or provide either directly or indirectly to any of Owner's employees, or nominee of such employees, any gifts or gratuities other than those of a promotional nature with nominal value, including entertainment and free services. Supplier shall promptly disclose in writing to Owner all actual or potential conflicts of interest or financial relationships Supplier may have with respect to, or resulting from, any recommendations or advice given by Supplier to Owner. Supplier shall comply with all ethics policies and procedures established by Owner.

22.0 DISPUTE RESOLUTION PROCEDURE

- (a) Any dispute, controversy or claim arising out of or relating to this Contract (for the purpose of this Article collectively called "**Disputes**") shall be exclusively and finally resolved in accordance with the dispute resolution procedure set forth in this Article.
- (b) If a Dispute arises, either Party shall initiate the Dispute Resolution Procedure by giving written notice of the Dispute to the other Party ("**Dispute Notice**"). The Parties agree that any limitation period imposed by this Contract or by law in respect of a Dispute shall be tolled or suspended upon the delivery of a Dispute Notice until such time as the Dispute Resolution Procedure has concluded.
- (c) Upon the submission of a Dispute Notice, each Party shall refer the Dispute to a designated senior management representative with the authority to settle the Dispute ("**Senior Management Representatives**"). The Senior Management Representatives of the Parties shall discuss and attempt to resolve the Dispute within thirty (30) Days after the date on which the Dispute Notice was issued.
- (d) If a Dispute is not resolved by Senior Management Representatives within thirty (30) Days after the receipt of a Dispute Notice, the Dispute shall, at the request of either Party, be resolved by binding arbitration in accordance with the following:
 - (i) The Parties shall endeavour to select a single arbitrator to form the arbitral tribunal. If the Parties are unable to agree upon the selection of an arbitrator within ten (10) Days, either Party may apply pursuant to the Arbitration Act of Alberta to have the Court of Queen's Bench appoint the arbitrator.
 - (ii) The place, or legal seat, of the arbitration shall be Calgary, Alberta, Canada.
 - (iii) The language to be used in the arbitral proceedings shall be English
 - (iv) Except as otherwise provided herein, the arbitration shall be conducted in accordance with the Arbitration Act (Alberta)..
- (e) Except as expressly provided in the Contract, all awards issued by the arbitral tribunal shall be final and binding on the Parties, may be filed in any court of competent jurisdiction, and may be enforced by a Party as a final judgment in such court. The Parties expressly waive, to the maximum extent permitted by law, any right of appeal of any award.

- (f) The arbitrator shall have the power to render, without limitation, declaratory judgments, injunctive orders, and to award monetary damages. All awards for monetary damages shall be made and payable in Canadian dollars, and shall include interest from the date of any breach or violation of this Contract until paid in full at the rate determined by the arbitrators.
- (g) The Parties agree that all fees and expenses of the arbitrator shall be borne equally by the Parties. Each Party shall bear all of its own costs and expenses (including of its own legal counsel, experts and witnesses) in the arbitration, except to the extent that the award of such costs and expenses is specifically otherwise decided by the arbitrator upon hearing arguments from each Party.
- (h) The Parties agree that any arbitration shall be kept confidential, and that the existence of the proceedings and any element of it (including all awards, the identity of the Parties and all witnesses and experts, all materials created for the purposes of the arbitration, all testimony or other oral submissions, and all documents produced by a Party that were not already in the possession of the other Party) shall be kept confidential, except (i) with the consent of the Parties, (ii) to the extent disclosure may be lawfully required in bona fide judicial proceedings relating to the arbitration, (iii) where disclosure is lawfully required by a legal duty, and (iv) where such information is already in the public domain other than as a result of a breach of this clause.
- (i) The Parties agree that during the resolution of a Dispute pursuant to the Dispute Resolution Procedure, the Parties shall continue to perform their obligations under this Contract, provided that such performance shall not be read or construed as a waiver of a Party's right to claim for any Losses suffered as a result of the continued performance of this Contract.
- (j) In each of its Subcontracts, Supplier shall include dispute resolution provisions substantially similar to those which are set forth in this Article.

23.0 MATERIALS MANAGEMENT & HAZARDOUS SUBSTANCES

23.1 Owner's Materials Management System

At any time during the Term, Owner shall have the right to direct Supplier to use any materials management system that Owner has selected.

23.2 Hazardous Substances

Supplier shall notify Owner in writing if the Goods, or the packaging or storage materials thereof contain Hazardous Substances. Supplier shall furnish to Owner all appropriate shipping certification and instructions for shipping, safety, handling, storage, exposure and disposal in a form that complies with Applicable Laws and is sufficiently clear for use by Owner's non-technical Personnel and sufficiently specific to identify all actions which the user must take concerning such Goods, packaging or storage materials thereof. Where applicable, Supplier shall ensure that the Goods are properly classified in accordance with the Workplace Hazardous Materials Information System legislation and shall provide health and safety data for such Goods and packaging and storage materials.

24.0 PRICING, INVOICING AND PAYMENT

24.1 Pricing and Invoicing

- (a) The amounts payable by Owner to Supplier for the Work, and the terms relating to payment for same, shall be as specified in Exhibit C (Pricing and Payment) and the applicable Purchase Order.
- (b) Supplier shall comply with the invoicing requirements set forth in Exhibit B (Pricing and Payment) and the applicable Purchase Order.

24.2 Payment of Invoices

- (a) Owner will pay only for Goods actually provided and Services actually performed in accordance with this Contract.
- (b) In connection with any invoice, Owner will not pay any amounts which:

- (i) relate to Work that does not comply with this Contract or any applicable Purchase Order;
 - (ii) are disputed by Owner in good faith;
 - (iii) in Owner's opinion, relate to Work that fails to meet the standard of performance set forth in Article 4.0 (Provision of Work);
 - (iv) are based on an error in the calculation of the amount payable; or
 - (v) are not related to the Work set forth in the Purchase Order to which the invoice relates.
- (c) Owner shall be entitled to deduct and retain required amounts from all invoices and hold such amounts as retention monies pursuant to the terms and conditions of the Builders' Lien Act (Alberta). All such amounts retained by Owner shall be paid to Supplier in accordance with the terms and conditions of the Builders' Lien Act (Alberta); and
- (d) Owner shall be entitled to deduct and retain all such other amounts as may be prescribed pursuant to all other Applicable Laws.
- (e) Supplier shall not assign the rights to any amounts payable for the Work provided or to be provided pursuant to this Contract to any third party except in the case of a general assignment of Supplier's assets to a financial institution as security for a loan by such financial institution.

25.0 TAXES

25.1 General

- (a) Supplier's Canada Revenue Agency business number shall be set forth in any invoice issued to Owner in respect of the Work. GST shall be added to the invoice amount as required pursuant to the Excise Tax Act (Canada).
- (b) Supplier shall be exclusively liable and responsible for all applicable Taxes imposed by any Governmental Authority on Supplier or in respect of the Work, and shall pay or remit to any applicable Governmental Authority any payments or remittances required to be made by it, including any amounts subject to self-assessment, and file any documents required to be filed pursuant to Applicable Laws within the time periods specified therein. No payment will be made by Owner to compensate Supplier as a result of expenses or costs associated with any such Taxes imposed upon any member of Supplier Group, and Supplier shall be liable for, and shall defend, indemnify and hold Owner Group harmless from and against, all such Taxes and associated Losses suffered by Owner Group.
- (c) Supplier shall be liable and responsible for the payment of all employment taxes and contributions imposed by Applicable Laws, or required to be paid on behalf of any of Supplier Group's personnel, including but not limited to, Taxes and contributions for income tax, workers' compensation, employment insurance, provincial health insurance, old age benefits, welfare funds, pensions and annuities and disability insurance.

25.2 Withholding Tax

- (a) In this Section, "**Non-resident**" means a "non-resident" within the meaning of the Tax Act.
- (b) Owner may deduct or withhold from any payments made under the Contract (without any gross-up for the Taxes so withheld or indemnity to Supplier) any such amounts that are required to be deducted or withheld therefrom in respect of any Taxes under Applicable Laws and shall remit such amounts to the specified Governmental Authority. In this respect, Owner shall, within a reasonable time, furnish a tax form, receipt or other evidence to Supplier that shows payment of any Taxes or withholding permitted under the foregoing. It is Supplier's sole responsibility to ascertain the impact on the Contract and its operations of tax withholding, exemptions, waivers, tax credits and similar obligations under reciprocal agreements with Canadian and foreign countries, credits in its country of residence or for rebates from the applicable Governmental Authority for any amount of

withholding Taxes collected by Owner and remitted on behalf of Supplier to such applicable Governmental Authority.

- (c) For greater certainty and without limitation to the foregoing, if Supplier is or becomes a Non-resident then Owner is obligated by the Tax Act to withhold amounts, at applicable rates then in effect pursuant to Applicable Laws and calculated as a percentage of payments to Supplier, in respect of services rendered in Canada pursuant to the Contract and in respect of amounts subject to Part XIII of the Tax Act. Where Supplier provides to Owner valid written documentation from the Canada Revenue Agency authorizing a waiver or reduction of the withholding amount, upon certification of compliance with any conditions to the availability of such waiver, Owner shall not deduct or withhold the applicable Taxes from the amounts subject to such waiver. Supplier will promptly notify Owner should the waiver or reduction of withholding tax be cancelled by the Canada Revenue Agency, or has otherwise become invalid.
- (d) To facilitate the appropriate level of withholding tax, in cases where Supplier is a Non-resident, Supplier shall provide the following information on all invoices provided to Owner:
 - (i) the amount chargeable for services performed in Canada by or on behalf of Supplier Group;
 - (ii) the amount chargeable for services performed outside Canada by Supplier Group;
 - (iii) the number of days present in Canada during invoicing period, where Supplier Group performed services in Canada;
 - (iv) separately identify the cost of services provided by third parties (along with a copy of the relevant invoices, separately indicating the cost of services provided in Canada, the cost of services provided outside Canada, the number of days present in Canada, and the amount of reimbursed expenses);
 - (v) details of any expenses for which reimbursement is sought, including for meals, hotel, airfare, travel and other such expenses; and
 - (vi) any other items that Owner may request in connection with payment of withholding tax related to the services;
- (e) and Supplier shall defend, indemnify and hold Owner Group harmless from and against all such Taxes, expenses or costs incurred or suffered by any of Owner Group as a consequence of any inaccuracy in any such invoice.
- (f) Supplier shall give notice of any change in the residence, corporate structure, ownership or identity of any member of Supplier Group that would result in any Owner obligation to withhold and remit Taxes arising or changing under Applicable Laws together with supporting documentation reasonably requested by Owner.
- (g) If Supplier, during the term of this Contract, utilizes or purchases in Canada services, supplies, materials or equipment from a non-resident of Canada, Supplier shall be responsible for withholding and remitting the applicable withholding tax or any other withholding as required under Applicable Laws. Supplier further agrees to release, indemnify and hold Owner Group harmless from and against all Taxes and related costs thereon assessed or levied against Supplier on account of failure to withhold said withholding taxes.

26.0 WITHHOLDING OF PAYMENT

Upon written notification to Supplier specifying the grounds relied on, Owner may withhold the whole or a part of any payment on any Supplier's invoice to such extent as may be necessary to protect Owner from loss on account of:

- (a) the Work supplied by Supplier not being in compliance with the technical specifications required by this Contract;

- (b) claims or Liens filed against the Site or Owner Group property or reasonable evidence indicating probable filing of such a claim or Lien;
- (c) claims by third parties against Owner or for which Owner may become liable that are attributable to acts or omissions of Supplier Group;
- (d) failure of Supplier to make payments due for services, materials, equipment, labour or to a workers' compensation board or similar body related to the Work;
- (e) evidence of financial difficulty, reasonable possibility of creditor enforcement proceedings, prospective dissolution of Supplier or of its inability to fully supply the Work;
- (f) any discrepancies evidenced by an audit conducted pursuant to the provisions of this Contract or any Purchase Order issued hereunder, provided that Supplier has been provided a copy of such audit report and a reasonable opportunity to respond;
- (g) adjustments that are due from Supplier to Owner in respect of previous overpayment(s), audit results, liquidated damages or credits due to Owner; and
- (h) failure of Supplier to perform any of its obligations under this Contract or any Purchase Order issued hereunder, including the failure to deliver any Documents or deliverable to Owner.

27.0 SET-OFF AND BACKCHARGES

- (a) Owner shall have the right to apply any monies due to Supplier or any Affiliate of Supplier toward the payment of any sums which Supplier Group or any Affiliate of Supplier Group may now or hereafter owe to Owner or to any Affiliate of Owner.
- (b) Owner shall have the right to backcharge Losses sustained by Owner caused by Supplier Group's acts or omissions in failing to perform any part of the Contract or any Purchase Order issued hereunder, including but not restricted to, the inspection, transportation, storage, erection or installation of the Work.

28.0 RIGHT TO AUDIT

- (a) Supplier shall maintain, and shall require each Subcontractor and Affiliate to maintain, in accordance with Canadian GAAP or IFRS (as applicable) and Applicable Laws, books, records and accounts pertaining to the performance and cost of the Work necessary for an accurate audit and verification of: (i) the proper performance by the Supplier of its obligations under this Contract; (ii) the amounts and costs payable by the Owner under this Contract; (iii) the application of the formulas, multipliers and pre-negotiated product pricing contained in this Contract; and (iv) in respect of rates, fees or prices under this Contract which are fixed, the correct application of such rates, fees and prices in any invoice issued to the Owner under this Contract. Each member of the Supplier Group shall preserve said books, records and accounts during performance of the Work and until any period required by Applicable Laws or, if not required by Applicable Laws, at least two (2) years following the date on which this Contract is terminated. The Supplier shall provide Owner and the authorized representatives of Owner with reasonable access to such books, records and accounts during such period, and in the case of any audit of Owner by any Governmental Authority, shall also provide access to such Governmental Authority's auditors upon request by Owner.
- (b) Owner and its authorized representatives shall have the right at all reasonable times during the Term and for any period required by Applicable Laws, or, if not required by Applicable Laws, for a period of two (2) years immediately following the date on which this Contract is terminated, to audit, copy and inspect all books, records and accounts and related systems of control set forth in this Article and shall be authorized to interview Supplier's and Subcontractors' Personnel as may be reasonably necessary for an accurate audit and verification of the performance and costs of the Work.
- (c) Owner shall promptly report in writing to Supplier any error or discrepancy in respect of the cost or performance of the Work which is discovered pursuant to such audit or otherwise. Owner may then

give Supplier written notice of its intention to make a claim in respect of such error or discrepancy. Supplier shall, within thirty (30) Days of receiving any such notice, pay Owner the amount claimed in such notice or dispute the amount of such claim in good faith and in writing. Failure of Supplier to respond to any such notice in the foregoing manner within such thirty (30) Day period shall be deemed to be an acceptance by Supplier of the amount claimed in such notice, and the amount claimed plus interest as aforesaid shall immediately be due and payable from Supplier to Owner. If Supplier disputes the amount claimed in such notice in good faith within such thirty (30) Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- (d) Supplier shall:
 - (i) ensure the provisions of this Article are incorporated into all Subcontracts; and
 - (ii) require each Subcontractor to require their lower-tier Subcontractors and suppliers to include this clause in their contracts.
- (e) Supplier shall ensure that each member of Supplier Group:
 - (i) is bound by the provisions of this Article in each Subcontract to the same extent that Supplier is bound to Owner;
 - (ii) permit audits to be conducted by Owner and Supplier in the same manner and time set forth in this Article, and
 - (iii) complies in all respects with the obligations pursuant to this Article.
- (f) The obligations set out in this Article shall survive the expiration or termination of this Contract.

29.0 DELIVERY

29.1 Delivery of Goods

- (a) Supplier shall deliver all Goods purchased hereunder in accordance with the timeframe(s) and in accordance with the shipping and packing instructions specified in any applicable Purchase Order.
- (b) All costs associated with the delivery of Goods, including freight and insurance, shall be included in the prices set forth in Exhibit C (Pricing and Payment) or in the applicable Purchase Order.
- (c) All Goods shall be delivered to the delivery location specified in the Purchase Order.
- (d) When delivering Goods, Supplier shall comply with the packing and shipping instructions set forth in the Purchase Order.
- (e) If the Goods are not delivered to the delivery point by the delivery date, Owner may in its sole discretion, reject all of the Goods purchased under the applicable Purchase Order, or any portion thereof, and such Goods may be held or returned upon notice to Supplier to the delivery point and Owner shall be entitled to a refund in full or, at Owner's option, Supplier shall promptly repair or replace same at Supplier's sole expense.
- (f) Supplier shall be liable for all Losses of every kind and nature resulting from failure by Supplier with the obligations set forth in this Article.

29.2 Delivery of Services

Supplier shall deliver all Services purchased hereunder in accordance with the timeframe(s) specified in any applicable Purchase Order.



30.0 KEY PERSONNEL

30.1 Key Personnel

- (a) Supplier shall develop an Organization Chart for each project based on the scope. Organization chart and size of the indirect organization will be reviewed and approved with Owner prior to execution. .

31.0 PERFORMANCE SECURITY

31.1 Form of Security

If required by Owner, Supplier shall provide Owner with the following performance security:

- (a) a parent company guarantee and legal opinion in substantially; or
- (b) a letter of credit on substantially the same terms as provided at Owner cost; or
- (c) Removed

(collectively, the "**Security**").

31.2 Delivery of Security

- (a) If Owner has advised Supplier that it requires the Security to be provided, the Security shall be delivered to Owner concurrently with the execution of this Contract.
- (b) Owner shall have no obligation to make any payment to Supplier until Supplier has provided the Security. If Supplier fails to provide the Security, Owner shall have the right at any time, without prior notification and without any liability whatsoever on the part of Owner, to suspend or terminate this Contract and/or any Purchase Order issued hereunder.

32.0 SECURITY

The Supplier shall, and shall ensure its Subcontractors shall, at all times, conduct operations on Site or at any other locations where Work is being performed, in a manner to avoid risk of loss, theft, damage by vandalism, sabotage or any other means to any Work or other property, including real property. The Supplier shall comply with Owner's security requirements for Site and shall cooperate with the Owner on all security matters. Such compliance with these security requirements shall not relieve Supplier of its responsibility for maintaining proper security for the Work, nor shall it be construed as limiting in any manner, Supplier's obligation with respect to Applicable Laws and to undertake reasonable actions to establish and maintain secure conditions at the Site or any other location where the Work is being performed.

33.0 GOVERNING LAW

33.1 Governing Law

- (a) This Contract and all Purchase Orders issued hereunder shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding reference to conflicts of laws principles.

- (b) To the extent applicable, the Parties to this Contract hereby expressly disclaim any and all application of the United Nations Convention for the International Sale of Goods, and such convention shall not apply to the construction, interpretation or enforcement of this Contract.
- (c) To the extent applicable, the Parties hereby expressly disclaim any and all application of the United States Uniform Commercial Code, and such code shall not apply to the construction, interpretation or enforcement of this Contract.

33.2 Attnomnt

The courts having exclusive supervisory jurisdiction with respect to the matters relating to this Contract and/or any Purchase Order issued hereunder, other than with respect to enforcement, shall be the courts of the Province of Alberta. Supplier hereby specifically agrees that any order or award obtained in any arbitration relating to this Contract and/or any Purchase Order issued hereunder can be enforced in the Courts of any jurisdiction in which Supplier carries on business, has offices or has assets, and Supplier hereby consents to the same.

34.0 NOTICES

34.1 Address for Notice

All notices required to be provided in writing by the Parties to this Contract shall be so provided if delivered at the physical addresses set out in Exhibit J (Representatives and Notices) and if given by telecommunication facsimile or e-mail, at the number or e-mail address specified in Exhibit J (Representatives and Notices).

34.2 Deemed Receipt

Unless otherwise specifically provided for herein, all notices shall be deemed received as follows: (a) if personally delivered during normal business hours, when so delivered; (b) if given by registered mail, notice shall be deemed to have been received by the Party to whom it was addressed on the date falling five (5) Business Days following the date upon which it was sent; (c) if given by telecommunication facsimile, on the day of transmission and confirmation of transmittal unless such day is not a Business Day, or it is not transmitted during business hours, in which case the next following Business Day; or (d) if given by e-mail, on the day of transmission by the sender unless such day is not a Business Day, or it is not transmitted during business hours, in which case the next following Business Day. Owner and Supplier may change the address designated from time to time by notice in writing to the other Party.

35.0 MISCELLANEOUS

35.1 Currency

All amounts referred to in the Contract Documents shall be in Canadian Dollars unless otherwise agreed to by the Parties in writing.

35.2 Further Assurances

Each of the Parties hereto covenants and agrees that at any time and from time to time after the date hereof it will, at its expense and upon the request of the other Party, do, file, execute, acknowledge and deliver or cause to be done, filed, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, notices, assurances or other documents as may be required for the better carrying out and performance of all the terms and conditions of this Contract.

35.3 Pre-Contractual Work and Entire Agreement

- (a) If any work in respect of the Work was performed under oral agreement prior to the execution of this Contract, this Contract shall apply in the same manner as if executed before such work was commenced. This Contract shall prevail and supersede over any such oral agreement.

- (b) This Contract Documents constitute the entire agreement between the Parties hereto with respect to the subject matter of this Contract and supersede all prior communications, negotiations, representations, understandings and agreements (whether written or oral) with respect thereto.

35.4 Amendments

All amendments or revisions to this Contract or to any Purchase Order must be in writing and signed by the Parties hereto to be enforceable. Notwithstanding the foregoing, any purported amendment to the Terms and Conditions shall be void and of no force and effect unless memorialized in a formal amending agreement in writing, signed by a duly authorized representative of both Parties, expressly refers to the Article, Section or Subsection to be amended and expressly indicates an agreement of the Parties to amend such specific Article, Section or Subsection.

35.5 Survival

All covenants, conditions and provisions of this Contract which by their nature are intended to survive the provision of any Goods, the completion of any Services or the termination of one or more Purchase Orders or this Contract, including confidentiality obligations, intellectual property obligations, audit rights, warranties and indemnities shall survive. In addition, the expiry or termination of this Contract or any Purchase Order does not discharge or release either Party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.

35.6 Assignment

- (a) Owner may transfer or assign this Contract or any Purchase Order issued hereunder in whole or in part, at any time without the prior consent of Supplier.
- (b) Neither this Contract, nor any Purchase Order issued hereunder, shall be transferred or assigned by Supplier, in whole or in part, directly or indirectly, without Owner's prior written consent, which shall be at Owner's sole discretion.

35.7 Enurement

This Contract shall be binding upon and enure to the benefit of the successors and assigns of Owner and the successors and permitted assigns of Supplier.

35.8 Independent Contractor

- (a) Owner and Supplier are unrelated entities and nothing in this Contract shall constitute or be construed to create any joint venture or partnership between Owner and Supplier.
- (b) Supplier is an independent contractor with respect to all obligations and undertakings to be performed hereunder and while Owner has the right to instruct and direct Supplier as to the results to be obtained, Supplier has the control, supervision and direction of the method and manner of obtaining such results, and is responsible to Owner therefor. Any provisions of this Contract that appear to give Owner the right to direct Supplier as to the details of carrying out any of its obligations or undertakings or to exercise a measure of control over same shall be deemed to mean and shall mean that Supplier shall follow Owner's instructions as to the results to be achieved and not as to the manner or means whereby they are to be performed. Except as expressly set forth herein, Supplier shall not be deemed to be an agent, representative, servant or employee of Owner.

35.9 No Waiver

Any failure or delay by either Party to insist upon strict compliance with any of the terms and conditions of this Contract, or any single or partial waiver thereof, shall not be construed as a waiver of such terms and conditions and agreements or the right of the other Party to insist at any time hereafter upon such strict compliance.



35.10 Remedies Cumulative

Except as may otherwise be specifically provided in this Contract, the rights and remedies of the Parties in this Contract are cumulative and are not exclusive of any other rights or remedies the Parties may have in this Contract. In the event a cause of action or claim arises for which a remedy is not provided in this Contract, then the Parties shall have the rights and remedies available at law or in equity, subject to the waivers, releases, and limitations on liabilities set forth in this Contract.

35.11 Time is of the Essence

Time shall be of the essence of this Contract and any Purchase Order issued hereunder.

35.12 Reference to Statutes

Unless otherwise provided herein, any reference to statutes or regulations in this Contract shall refer to such Applicable Laws as amended or replaced from time to time.

35.13 Severability

In the event that any provision of this Contract or the application thereof, shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

35.14 Incoterms

It is hereby acknowledged by Owner and Supplier that all references to INCOTERMS set forth in this Contract and any Purchase Order issued hereunder shall refer to INCOTERMS 2010.

35.15 Counterpart Execution

This Contract may be executed and delivered by facsimile or portable document format (PDF) and in any number of identical counterparts each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Contract as of the Effective Date.

NORTH WEST REDWATER PARTNERSHIP

Per:

Name: Mike Halliday

Title: SCM Manager

Edmonton Exchanger & Refinery Services Ltd.

Per:

Name: Kevin Semenjuk

Title: Controller

Exhibit A – Scope of Work

Attached to and forming part of Contract No. C1000776

Specialty Mechanical Services scope of work

1. Contractor Deliverables
 - 1.1 . Provide Specialty Mechanical personnel and services for planned and unplanned scopes working with and taking direction from the Owner. The Specialty Mechanical Contractor will be required to support Owner's teams primarily in turnarounds and or small project type work environment. Subsequently the Contractor must be able to adjust staffing to suit the required situation and the Owner's demand. This scope will not require the Contractor to have a permanent presence on site. Owner's team will work with the Contractor to schedule activities as required. The scope of work will be comprised of the following activities:
 - 1.1.2 Boiler Maker/Pipefitter specialty work
 - 1.1.3 Furnace and boiler repair
 - 1.1.4 Torquing and Tensioning
 - 1.1.5 Reactor and vessel repair
 - 1.1.6 Exchanger push/pull and repair, re-tube and fabrication
 - 1.1.7 Tower internals support
 - 1.1.8 Structural Steel Fabrication, installation and welding
 - 1.1.9 Pressure equipment repair and alteration
 - 1.1.10 Non routine emergency outage that would require alternate shifts
 - 1.1.11 Support Fabrication/repair shop facilities
 - 1.2 Contractor is required to adhere to all Owner's as well as various levels of government and industry regulatory bodies or agencies having jurisdiction over their respective work types including applicable International, National (Country or Federal), Regional or provincial standard, and policies.
 - 1.3 Contractor will ensure all Owner's business and work processes are follow;
 - 1.4 Scopes of work will be awarded by Owner at their sole discretion; no exclusivity for this scope is implied with the award of this contract;
 - 1.5 Contractor may be required to procure material, equipment or services on the Owners behalf. Material, equipment and services not specifically listed in the schedule of rates contained herein shall be charged at an agreed upon fix mark up;
 - 1.6 Contractor will be required to provide skilled trades, supervision, quality and safety personnel for planned and unplanned turnarounds or outages;
2. Personnel
 - 2.1 Contractor will ensure supply of Alberta certified Journeyman and Indentured Apprentices with the skill and experience requirements set forth by Owner to perform the work covered under the terms of the contract as requested by the Owner;
 - 2.2 Contractor will ensure all personnel have received mandatory training as per industry and Owner's requirements, standards and procedures as well as adequate additional training to safely and effectively execute all fieldwork prior to arrive onsite;
 - 2.3 Owner and Contractor will review and agree to an appropriate indirect organization based on the complexity and duration of the scope;
 - 2.4 Contractor will meet or exceed requirements of the Canadian Model for providing a safe workplace; Alcohol and Drug guidelines and work rule (latest addition); All expenses for Drug and Alcohol Testing shall be the responsibility of the Contractor.
 - 2.5 Ensure appropriate head office support required to adequately assist the services outlined within the scope;

- 2.6 Contractor will appoint a representative to act as the Business focal in the administration of this contract;
3. Work schedules
 - 3.1 Owner at its sole discretion will set all work schedules;
 - 3.2 All work scheduled on a Provincial, Federal or Municipal, Election Day will end at 16:00 hrs;
4. General Requirements
 - 4.1 NWR and the Contractor shall agree to have regular, formal Contract review meetings. The Contractor shall have representation from their Management team (Head office) as well as key site personnel. Frequency, dates and time will be agreed upon by Owner and Contractor;
 - 4.2 Contractor will use and have signed NWR provided LEMS for any and all execution of work, except in the matter of Lump sum/fixed bid circumstances;
 - 4.3 Contractor will administer all timekeeping and invoicing activities offsite and part of fixed overheads. Larger projects or Outages, Turnaround will warrant an onsite position however will only be allowed with NWR written consent;
 - 4.4 All Contractor issued invoices will be supported by the appropriate back up (LEMS, Third party invoices, etc) or will be rejected;

Exhibit A1

Training Requirements

Attached to and forming part of Contract No. C1000776

Pre-Mobilization training requirements per the applicable union agreement:

Maintenance Contracts:

1. BCA Collective Agreement (Boilermakers)
 - a. OSSA Regional Orientation Training
 - b. OSSA Certified Fall Arrest Training
 - c. OSSA Certified Confined Space Training
 - d. Respirator Fit Test qualification
 - e. Audiometric Testing
 - f. CSTS – V.09 Certification
2. ICI Collective Agreement (Pipefitters)
 - a. OSSA Regional Orientation Training
 - b. OSSA certified Fall Arrest Training
 - c. OSSA Certified Confined Space Training
 - d. Respirator Fit Test qualification
 - e. CSTS – V.09 Certification
 - f. Audiometric Testing
 - g. Elevated Work Platform Training
3. General Construction Collective Agreement (Labourers Local 92)
 - a. Standard First Aid/CPR
 - b. OSSA Basic Safety Orientation
 - c. OSSA Confined Space
 - d. OSSA Elevated Work Platform
 - e. OSSA Fall Protection
 - f. OSSA Fire Watch



Exhibit B – Engineering/Technical Specifications/Governing Documents

Attached to and forming part of Contract No. C1000776

ODRL – 10-00-LST-76-0020-001 –Operations deliverable Requirements

GDI – 10-00-LST-76-0014-001 – Turnaround Governing Documents Index

(Both documents are attached and will be transmitted or available in CS16)

Exhibit C – Pricing and Payment

Attached to and forming part of Contract No. C1000776

Unless otherwise defined herein, capitalized terms in this Exhibit have the meaning set forth in the Terms and Conditions.

- (a) With respect to the provision of Work, the prices set forth this Exhibit or the applicable Purchase Order are inclusive of all Taxes and assessments of any kind, other than GST, and shall include all charges and expenses necessary to properly complete the Work, including, without limitation, in connection with the packing of the Goods and their carriage to the delivery location specified in the applicable Purchase Order.
- (b) Amounts in respect of GST, where applicable, are to be separately disclosed on any invoices issued by Supplier under the Contract, together with Supplier's GST registration number and such other information as required under Applicable Laws so that Owner can validly claim an input tax credit with respect to GST.
- (c) No variation in the prices set forth this Exhibit or the applicable Purchase Order, or extra charges not otherwise set forth in this Exhibit or applicable Purchase Order will be accepted by Owner.
- (d) Expenses and Third Party Charges
 - (i) All expenses must be shown in a separate invoice to the Owner. Each invoice must list the work order, a description of the expense and the cost less any surcharges, taxes and fees. Each of these should be shown separately.
 - (ii) Removed.
 - (iii) Any charges of Tax on Tax or duplicate charges will not be paid.
- (e) Supplier shall submit original invoices for the Work in accordance with the following:
 - (i) One (1) copy of all invoices and complete with all backup documents required under the applicable Purchase Order shall be submitted by email to accountspayable@nwrpartnership.com as follows:

North West Redwater Partnership
Attention: Accounts Payable
Reference: Sturgeon Refinery
Agreement No.: XXX
Purchase Order No. XXX
 - (ii) All invoices must clearly reference the complete Purchase Order number.
 - (iii) All provincial, federal and other sales or value added taxes, where applicable, are to be extra and shown separately (complete with Supplier's GST registration number).
 - (iv) Supplier shall include serial numbers of materials, parts, supplies, and equipment (if applicable) on each invoice.
 - (v) Owner reserves the right to verify, by inspection, all progress, work to-date or materials received, to substantiate invoices submitted for payment.
- (f) Supplier shall not assign the rights to any amounts payable for the Work provided or to be provided pursuant to this Contract to any third party except in the case of a general assignment of Supplier's assets to a financial institution as security for a loan by such financial institution.
- (g) Invoices or portions of invoices that are performed on a cost plus, unit rate, hourly rate, force account, Subcontractor pass-through or other similar bases that constitute a reimbursable charge

shall contain as much information and have attached to them all supporting documentation, invoices, timesheets etc. as Owner reasonably requires to confirm the accuracy of the invoice.

- (h) Owner will pay proper invoices within thirty (30) Days from the last day of the month in which the invoice was received.
- (i) If payment is made by cheque, such cheque shall be sent to the address of Supplier specified on the Purchase Order. If payment is to be made by wire transfer, Supplier shall provide Owner with all required details to implement the wire transfer.

(j) OTHER RATES

(i) Mark-up on Third Party Expenses

- (A) For all Owner authorized third-party expenses, including, but not limited to, materials, Subcontractors and equipment rental and excluding all Owner authorized expenses with any Affiliates of Contractor:
- (B) Where Owner has identified the preferred supplier or contractor and has existing terms and conditions and rates in place, Supplier shall use these existing Owner pricing and rates. Supplier is entitled to a 5% mark-up on the total cost of such services, as full compensation for accounting associated with contract invoicing, before any applicable provincial or federal taxes.
- (C) If the approved supplier or contractor is Supplier arranged, Supplier will be entitled to a 5% mark-up on the total cost of such services and materials, before any applicable provincial or federal taxes.

(k) Annual review of schedule of prices

(i) Supplier may:

- (A) Staff positions: Once a year on the Effective date of the Agreement requests for revisions of any Staff positions assigned to this Agreement maybe sought. Any requests for this change must contain a detailed breakdown of all the elements of the requested modification. This request must be acknowledged by NWR prior to any billing;
- (B) For Union positions: rates are subject to change as required by the applicable Collective Agreement or government legislation..

Exhibit D – Labour & Equipment Rates

Attached to and forming part of Contract No. C1000776

1.0 Labour Rates

		ST	ST Nights	OT DAYS	OT Nights	DT Days	DT Nights
Craft	Classification	Total Charge-Out Rate					
Click HERE for detail	Click HERE for detail						
Boiler makers	1st Year Apprentice	\$55.15	\$59.35	\$76.43	\$80.63	\$97.70	\$101.89
Boiler makers	2nd Year Apprentice	\$63.08	\$67.27	\$88.31	\$92.50	\$113.52	\$117.72
Boiler makers	3rd Year Apprentice	\$70.98	\$75.18	\$100.17	\$104.36	\$129.36	\$133.55
Boiler makers	Helper	\$63.08	\$67.27	\$88.31	\$92.50	\$113.52	\$117.72
Boiler makers	J Journeyman	\$76.27	\$80.47	\$108.10	\$112.30	\$139.91	\$144.10
Boiler makers	Foreman	\$82.85	\$87.04	\$117.98	\$122.16	\$153.08	\$157.27
Boiler makers	Foreman ICCS	\$84.65	\$88.85	\$119.77	\$123.97	\$156.67	\$160.87
Boiler makers	General Foreman	\$85.25	\$89.44	\$121.57	\$125.76	\$157.86	\$162.06
Boiler makers	General Foreman ICCS	\$87.04	\$91.23	\$123.38	\$127.55	\$161.46	\$165.65
Boiler makers	Superintendent	\$102.00	\$106.20	\$146.71	\$150.90	\$191.40	\$195.59
Boiler maker	Senior Superintendent	\$105.60	\$109.79	\$152.10	\$156.29	\$198.58	\$202.78

s	t						
Boiler makers	Project Manager	\$111.00	\$115.17	\$160.18	\$164.38	\$209.35	\$213.55
Boiler makers	Senior Project Manager	\$114.58	\$118.76	\$165.58	\$169.76	\$216.54	\$220.73
Boiler makers	Site Manager	\$121.76	\$125.95	\$176.35	\$180.54	\$230.91	\$235.09
Pipefitters	1st Year Apprentice	\$46.30	\$50.50	\$60.96	\$65.16	\$75.63	\$79.81
Pipefitters	2nd Year Apprentice	\$55.52	\$59.72	\$74.30	\$78.49	\$93.06	\$97.25
Pipefitters	3rd Year Apprentice	\$64.74	\$68.93	\$87.64	\$91.84	\$110.53	\$114.71
Pipefitters	J Journeyman - Without B Ticket	\$68.80	\$72.99	\$93.07	\$97.25	\$117.32	\$121.51
Pipefitters	J Journeyman - AB / 4th Year Apprentice	\$71.56	\$75.76	\$97.20	\$101.40	\$122.83	\$127.03
Pipefitters	J Journeyman - UA	\$77.05	\$81.23	\$105.43	\$109.62	\$133.80	\$137.99
Pipefitters	J Journeyman - Alloy Welder	\$80.03	\$84.23	\$108.42	\$112.60	\$139.79	\$143.97
Pipefitters	Foreman	\$83.63	\$87.82	\$115.31	\$119.48	\$146.97	\$151.16
Pipefitters	Foreman - ICCS	\$85.42	\$89.61	\$117.10	\$121.29	\$150.56	\$154.75
Pipefitters	General Foreman	\$86.02	\$90.22	\$118.89	\$123.08	\$151.76	\$155.94
Pipefitters	General Foreman - ICCS	\$87.82	\$92.02	\$120.69	\$124.88	\$155.35	\$159.54
Pipefitters	Superintendent	\$102.79	\$106.97	\$144.03	\$148.23	\$185.28	\$189.48
Pipefitters	Senior Superintendent	\$106.38	\$110.56	\$149.42	\$153.61	\$192.47	\$196.65
Pipefitters	Project Manager	\$111.76	\$115.95	\$157.52	\$161.69	\$203.25	\$207.43
Pipefitt	Senior Project	\$115.35	\$119.55	\$162.90	\$167.09	\$210.42	\$214.62

ers	Manager						
Pipefitters	Site Manager	\$122.55	\$126.73	\$173.66	\$177.86	\$224.79	\$228.99
Labourers	Trainee 1	\$46.33	\$50.53	\$59.98	\$64.18	\$73.64	\$77.82
Labourers	Trainee 2	\$51.05	\$55.24	\$66.80	\$71.00	\$82.55	\$86.74
Labourers	Trainee 3	\$55.76	\$59.94	\$73.60	\$77.78	\$91.45	\$95.65
Labourers	J Journeyman - Uncertified	\$59.86	\$64.05	\$79.39	\$83.59	\$98.92	\$103.10
Labourers	J Journeyman Retiree - Uncert	\$59.25	\$63.45	\$81.02	\$85.20	\$102.77	\$106.96
Labourers	J Journeyman - Cert	\$62.81	\$67.00	\$83.81	\$88.00	\$104.82	\$109.00
Labourers	J Journeyman Retiree - Cert	\$62.20	\$66.39	\$85.44	\$89.62	\$108.66	\$112.84
Labourers	Foreman	\$64.35	\$68.55	\$86.14	\$90.32	\$107.89	\$112.09
Labourers	Foreman Certified	\$67.29	\$71.48	\$90.56	\$94.74	\$113.79	\$117.98
Labourers	Foreman - Retiree	\$66.71	\$70.89	\$92.16	\$96.36	\$117.64	\$121.84
Labourers	General Foreman	\$69.69	\$73.88	\$94.15	\$98.34	\$118.59	\$122.77
Labourers	General Foreman ICCS	\$71.48	\$75.68	\$95.94	\$100.13	\$122.18	\$126.37
Millwrights	1st Year Apprentice	\$56.31	\$60.49	\$73.73	\$77.92	\$91.15	\$95.33
Millwrights	2nd Year Apprentice	\$61.66	\$65.85	\$81.74	\$85.94	\$101.84	\$106.03
Millwrights	3rd Year Apprentice	\$67.03	\$71.20	\$89.80	\$93.99	\$112.57	\$116.76
Millwrights	4th Year Apprentice	\$72.37	\$76.56	\$97.83	\$102.03	\$123.27	\$127.46
Millwrights	1st Year Apprentice Welder	\$53.62	\$57.82	\$69.71	\$73.91	\$85.78	\$89.97
Millwrights	2nd Year Apprentice Welder	\$61.66	\$65.85	\$81.74	\$85.94	\$101.84	\$106.03

Millwrights	3rd Year Apprentice Welder	\$69.71	\$73.91	\$93.82	\$98.01	\$117.93	\$122.13
Millwrights	J Journeyman	\$76.88	\$81.06	\$103.66	\$107.85	\$130.45	\$134.63
Millwrights	Foreman	\$83.45	\$87.65	\$113.54	\$117.74	\$143.62	\$147.80
Millwrights	Foreman - ICCS	\$85.25	\$89.44	\$116.23	\$120.42	\$147.21	\$151.39
Millwrights	General Foreman	\$85.85	\$90.05	\$117.13	\$121.32	\$148.40	\$152.59
Millwrights	General Foreman - ICCS	\$87.65	\$91.84	\$118.93	\$123.12	\$152.00	\$156.19
Operating Engineer	1st Year Apprentice	\$57.59	\$61.79	\$76.32	\$80.52	\$95.05	\$99.25
Operating Engineer	2nd Year Apprentice	\$62.95	\$67.14	\$84.35	\$88.53	\$105.75	\$109.95
Operating Engineer	3rd Year Apprentice	\$68.29	\$72.48	\$92.39	\$96.57	\$116.46	\$120.65
Operating Engineer	Jm 1 - 34 Tons	\$73.65	\$77.83	\$100.41	\$104.60	\$127.17	\$131.35
Operating Engineer	Jm 35 - 65 Tons	\$73.96	\$78.16	\$100.87	\$105.07	\$127.79	\$131.98
Operating Engineer	Jm 66 - 75 Tons	\$74.20	\$78.39	\$101.23	\$105.42	\$128.26	\$132.45
Operating Engineer	Jm 76 - 85 Tons	\$74.43	\$78.63	\$101.60	\$105.78	\$128.75	\$132.93
Operating Engineer	Jm 86 - 95 Tons	\$74.69	\$78.87	\$101.94	\$106.13	\$129.22	\$133.41

Operating Engineer	Jm 96 - 105 Tons	\$74.92	\$79.11	\$102.30	\$106.50	\$129.71	\$133.89
Operating Engineer	Group 5	\$62.03	\$66.22	\$82.99	\$87.17	\$103.94	\$108.13
Operating Engineer	Group 4	\$64.97	\$69.17	\$87.39	\$91.58	\$109.81	\$114.00
Operating Engineer	Group 3	\$67.90	\$72.09	\$91.79	\$95.98	\$115.67	\$119.86
Operating Engineer	Group 2	\$70.75	\$74.94	\$96.06	\$100.25	\$121.38	\$125.56
Operating Engineer	Group 6	\$73.31	\$77.50	\$99.90	\$104.10	\$126.49	\$130.68
Operating Engineer	Foreman	\$79.94	\$84.13	\$109.84	\$114.03	\$139.73	\$143.93
Administration	Cost Controller	\$63.26	\$67.58	\$87.86	\$92.18	Double Time not applicable	
Administration	Administration Manager	\$61.41	\$65.72	\$85.10	\$89.41		
Administration	Timekeeper Senior	\$56.49	\$60.79	\$77.71	\$82.02		
Administration	Timekeeper Level 1	\$52.18	\$56.49	\$71.26	\$75.57		
Administration	Timekeeper Level 2	\$47.88	\$52.18	\$64.80	\$69.11		
Administration	Admin Assistant Level 2	\$47.88	\$52.18	\$64.80	\$69.11		
Administration	Admin Assistant Level	\$43.57	\$47.88	\$58.35	\$62.64		

n	3					
Quality Control	QC Lead	\$108.74	\$112.92	\$156.12	\$160.31	
Quality Control	QC Senior	\$102.74	\$106.93	\$147.14	\$151.33	
Quality Control	QC Level 1	\$96.76	\$100.95	\$138.15	\$142.35	
Quality Control	QC Level 2	\$90.77	\$94.96	\$129.18	\$133.37	
Safety	Safety Lead	\$102.74	\$106.93	\$147.14	\$151.33	
Safety	Safety Senior	\$96.76	\$100.95	\$138.15	\$142.35	
Safety	Safety Level 1	\$91.98	\$96.16	\$130.98	\$135.17	
Safety	Safety Level 2	\$87.18	\$91.37	\$123.79	\$127.99	

1.2 Equipment Rates

Description	Details	Hour	Day	Week	Month	Each
1250# Air-Hoist Tuggers	1000Lb Dinky		99	396	1,056	
2000# Air-Hoist Tuggers			110	484	1,122	
3000# Air-Hoist Tuggers			121	528	1,254	
4000# Air-Hoist Tuggers			138	561	1,683	
1" Air Impacts	c/w Sockets		63	244	716	
1 1/2" Air Impacts	c/w Sockets		93	365	1,073	
Additional Air Hose (1" x 50')	(First 1,000' is Provided at No Charge)		7	24	48	
Air Jackhammer/RivetBuster - 15lb			50	150	450	
Air Jackhammer/RivetBuster - 20lb			55	165	495	
Pipe-Air Reciprocating Saw	Cleco/Fein		59	175	463	
Description	Details	Hour	Day	Week	Month	Each
Bundle Pullers c/w Bundle						

Slings/Rigging						
Description	Details	Hour	Day	Week	Month	Each
Bundle Puller (48" and smaller diameter tubesheet)		400				
Bundle Puller (49" - 76" diameter tubesheet)		500				
Bundle Puller (77" and larger diameter tubesheet)		600				
12" & Smaller	Install/Extract Each					83
13" - 24"	Install/Extract Each					124
25" - 36"	Install/Extract Each					207
37" - 48"	Install/Extract Each					248
49" - 60"	Install/Extract Each					289
61" - 76"	Install/Extract Each					330
77" - 100"	Install/Extract Each					413
Bundle Wagons		200				
Motorized Bundle Wagons		300				
Breakage of tool bits is chargeable. Re-Sharpening Of Tool Bits is Included in Rates						
Broken tool bits						300
Flange Facer Model FF3000	Machining Range 1 1/2" - 12"	250	1,250	4,375		
Flange Facer Model FF5000	Machining Range 5" - 24"	650	3,250	11,375		
Flange Facer Model FF6000	Machining Range 14" - 60"	900	4,500	15,750		
Flange Facer Model FF6000 Extension Kit		100	500	1,750		
Flange Facer Model FF7000	Machining Range 36" - 80"	1,100	5,500	19,250		
MM300E Flange Facer	0 to 12" OD mount	700	3,500	12,250		
MM600E Flange Facer	0 to 24" OD mount	1,500	7,500	26,250		
MM600iE Flange Facer	0 to 80" ID or OD mount	2,500	12,500	43,750		
4" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 2" - 4"	144	575	2,012		
6" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 4" - 6"	163	650	2,275		
8" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 6" - 8"	188	750	2,625		

10" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 8" - 10"		206	825	2,887	
12" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 10" - 12"		363	1,450	5,075	
16" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 12" - 16"		456	1,825	6,387	
20" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 16" - 20"		519	2,075	7,262	
24" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 20" - 24"		600	2,400	8,400	
32" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 26" - 32"		863	3,450	12,075	
36" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 34" - 36"		888	3,550	12,425	
43" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 37" - 43"		934	3,737	13,078	
60" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 50" - 60"		1,524	6,096	21,284	
86" Clamshell Ring/Cold Cut/Bevel Equip.	Cutting Range 80" - 86"		1,790	7,160	25,061	
Diaphram Removal Attachment	4" - 24"		200			
Diaphram Removal Attachment	Above 24"		400			
Straight Head Counterbore			45	225	787	
Swivel Head Counterbore			60	300	1,050	
Single Point Flange Facing c/w 24", 32" or 36" Bar			90	455	1,583	
Esco End Prep - Wart Millhog	1 1/4" ID to 4 1/2" OD		110	550	1,925	
Esco End Prep - Prepzilla Millhog	1.575" ID to 8.625" OD		110	550	1,925	
Esco End Prep - Groundhog	5/8" ID to 2 1/4" OD		110	550	1,925	
Esco End Prep - Millhog Commander	3 3/4" ID to 14" OD		470	940	3,760	
Line Boring Machine	Machining Range 2" - 15"		750	3,750	13,125	
Hydraulic 4 Post Drill	Up to 4.5" drilled holes		1,500	7,500	26,250	
Hydraulic 4 Post Tapping Unit	Up to 4.5" tapped holes		750	3,750	13,125	
Hydraulic Pump	Drive unit (gas or electric)		650	3,250	11,375	
Milling Machine	Up to 12' linear length		1,000	5,000	17,500	
Pneumatic HT20 (2" portable drilling and boring machine)	Up to 2" drilling capacity		1,000	5,000	17,500	
Description	Details	Hour	Day	Week	Month	Each
Westward 1 Ton Electric Chain Hoist			89	267	651	
3 Ton Chainfalls	Kito		22	98	341	

5 Ton Chainfalls			82	217	563	
10 Ton Chainfalls			126	356	1,036	
25 Ton Chainfalls			260	1,035	3,150	
Hilman Machine Skates - 15 Ton	Sets of 4		15	44	132	
Snatch Block 18" Triple Sheave			70	228	671	
10 Ton Beam Trolley			35	86	256	
Description	Details	Hour	Day	Week	Month	Each
<i>Breakage And Consumables (Cutting Wedge) Are Chargeable</i>						
No. 3 (A)	1 7/16" - 1 5/8"		196	490	1,715	
No. 5 (B)	1 13/16" - 2"		218	545	1,908	
No. 7 (B)	2 3/16" - 2 3/8"		240	600	2,100	
No. 9 (B)	2 9/16" - 2 3/4"		262	655	2,293	
No. 11 (C)	2 15/16" - 3 1/8"		308	770	2,695	
No. 13 (C)	3 1/2" - 3 7/8"		381	953	3,334	
No. 15 (D)	4 1/4" - 4 5/8"		468	1,170	4,095	
No. 17 (D)	5" - 5 3/8"		557	1,393	4,874	
Cylinder Pumps Size A	For heads 3 - 30T Capacity		100	500	1,750	
Cylinder Pumps Size B	For heads 5-9 - 50T Capacity		100	500	1,750	
Cylinder Pumps Size C	For heads 10-14 - 120T Capacity		120	600	2,100	
Cylinder Pumps Size D	For heads 15-17 - 180T Capacity		120	600	2,100	
Wedges for size A Cylinder						171
Wedges for size B Cylinder						182
Wedges for size C Cylinder						221
Wedges for size D Cylinder						320
Description	Details	Hour	Day	Week	Month	Each

PMI Machine		55				
Ferrite Testing Equipment			100	400	1,200	
Inspection Kit	c/w LPI/MPI Equipment, Hardness Tester, Digital Thickness D-Meter		105	420	1,260	
Microdur Hardness Tester			100	400	1,200	
Ultrasonic Flaw Detector			150	450		
Description	Details	Hour	Day	Week	Month	Each
20KW Wacker Generators (Silenced) - without Trailer			117	467	1,300	
20KW Wacker Generators (Silenced) - with Trailer			130	520	1,620	
20KW Light Tower/Generators			198	792	2,772	
240KW Multi-Quip Generators			325	1,300	4,550	
100 Cfm Electric Compressor			90	350	1,300	
185 Cfm Diesel Compressor			124	485	1,406	
Magnetic Base Drills			70	210	625	
3/4" Electric Drills			17	50	198	
Hilti/Makita Electric Drills T-22/T-25			25	100	264	
Hilti TE-76			30	120	360	
Hilti DX-750	c/w Grating Kit		42	173	510	
Portable Load Center 600 Volt Input	c/w 20 GFCI Duplex Receptacle, 3 Spare 60 Amp Disconnects		128	286	788	
Radiograph	c/w Track		60	240	720	
Flex Track Cutting System	Cutting Range 60" +		500	2,000	6,000	
Oxy/Acet Bottle Lift Cages			20	80	200	
Rescue System			30	120	360	
Material Lift Baskets			40	160	400	
33' Retractable Lifelines			45	135	405	
130' Retractable Lifelines			150	600	1,650	
Kerosene Heater - 320m BTU Vented	c/w Fully Lined Heater Duct		57	209	536	

Faro Edge / Scan arm - 9 foot			1,595			
Winter Parkas		0.50				
Description	Details	Hour	Day	Week	Month	Each
Haskel Air Test Fluid Pump			53	158	473	
Baker 6000 lb Hand Pump			28	85	255	
Description	Details	Hour	Day	Week	Month	Each
4' Pan Brake			42	106	308	
42" Rolls			46	138	412	
42" Shear Brown & Bogs 237AL			54	204	444	
Combination Lock Former & Easy Edger	c/w Flanger		47	126	358	
Description	Details	Hour	Day	Week	Month	Each
Tensioners c/w Load Cells						
Bolt Tensioner 1 1/8"			50	248	866	
Bolt Tensioner 1 1/4"			50	248	866	
Bolt Tensioner 1 3/8"			50	248	866	
Bolt Tensioner 1 1/2"			55	275	963	
Bolt Tensioner 1 5/8"			55	275	963	
Bolt Tensioner 1 3/4"			55	275	963	
Bolt Tensioner 1 7/8"			61	303	1,058	
Bolt Tensioner 2"			61	303	1,058	
Bolt Tensioner 2 1/4"			72	358	1,251	
Bolt Tensioner 2 1/2"			72	358	1,251	
Bolt Tensioner 2 3/4"			77	385	1,348	
Bolt Tensioner 3"			77	385	1,348	
Bolt Tensioner 3 1/4"			105	523	1,828	
Bolt Tensioner 3 1/2"			105	523	1,828	

Bolt Tensioner 3 3/4"			105	523	1,828	
Bolt Tensioner 4"			110	550	1,925	
Bolt Tensioner 4 1/2"			154	770	2,695	
Tensioning Pump	Pumps c/w Tension (Feed/Link) Hose		141	704	2,112	
Bolt Scope II Ultrasonic Testing			96	479	1,674	
Description	Details	Hour	Day	Week	Month	Each
Torquing Pump	Pump c/w Hoses		180	900	3,150	
RSL2 Power Head, Hex Cassette and Piper Backup Wrench	7/8" - 2 3/8"		110	550	1,925	
RSL4 Power Head, Hex Cassette and Piper Backup Wrench	1 1/8" - 2 15/16"		165	825	2,887	
RSL6 Power Head, Hex Cassette and Piper Backup Wrench	1 7/8" - 3 1/8"		195	975	3,412	
RSL8 Power Head, Hex Cassette and Piper Backup Wrench	2 1/16" - 3 1/8"		235	1,175	4,112	
RSL14 Power Head, Hex Cassette and Piper Backup Wrench	2 9/16" - 4 5/8"		295	1,475	5,162	
RSL30 Power Head, Hex Cassette and Piper Backup Wrench	3 1/2" - 6 1/8"		415	2,075	7,262	
Norbar Pro-Test 1500 Tester			15	65	225	
Norbar 1500 Torque Gun	1" Drive c/w Sockets		150	750	2,625	
RAD Torque Gun 800/10GX	c/w Sockets		125	625	2,187	
RAD Torque Gun 1400/1800/25GX	c/w Sockets		150	750	2,625	
RAD Torque Gun 30/34GX	c/w Sockets		200	1,000	3,500	
RAD Torque Gun 50/60DX	c/w Sockets		225	1,125	3,937	
3/4" Torque Wrench	c/w Sockets		25	100	200	
1" Torque Wrench	c/w Sockets		40	126	376	
Torque Multiplier 4-1			40	126	376	
Torque Multiplier 13.6-1			50	229	682	
Torque Multiplier 20-1			70	280	828	

Description	Details	Hour	Day	Week	Month	Each
<i>Operator, Mob/Demob, Mileage Not Included</i>						
3/4 Ton Pick Up Trucks			132			
3/4 Ton Liftgate Flatdeck Truck			154			
1 Ton Truck (5th Wheel) - Dodge			143			
3 Ton Truck			231			
15 Passenger Van				825	2,475	
Kenworth Truck With 40' Hiboy Trailer	Mileage - \$1.00/km	61				1
Kenworth Truck With Lowboy Trailer	Mileage - \$1.00/km	85				1
Kubota RTV Utility Vehicle				300	800	
Fifth Wheel Trailer			100			
Field Machining Trailer 16' x 8'			120	480	1,440	
Hydro Test Wagon			99	340	765	
Tandem Axle Trailer 18'			50	200	700	
Tool Trailer 16'			176	529	1,050	
Tool Trailer 40'			485	1,201	2,379	
Blastproof Toolroom 20'				1,400	3,800	
Blastproof Toolroom 40' x 12'				1,600	5,000	
Sea Container 20'			180	180	426	
Sea Container 40'			197	197	580	
Genie Manlift 60'			460	1,180	3,000	
Genie Manlift 125'			2,584	6,504	16,223	
Caterpillar Zoom Boom TH580B			589	1,866	5,670	
John Deere Loader	c/w Forks		420	2,100	8,400	
8 Ton Carry Deck Crane (Broderson/Drutt)		100				
10 Ton Boom Truck		45				
15 Ton Pickers (Grove)		47				
25 Ton Crane - Mobile (Grove)		80				
45 Ton Crane On Rubber (Grove)		90				
50 Ton Crane (Tadano) - Rough Terrain		160				

60 Ton Crane (Tadano) - Rough Terrain		195				
80 Ton Crane (Tadano) - Rough Terrain		255				
125 Ton Crane On Rubber (American)		200				
Description	Details	Hour	Day	Week	Month	Each
<i>Breakage And Re-Sharpening Of Tool Bits Are Chargeable</i>						
Pipe Beveller 1 1/2" - 4"	c/w Oxy/Acct. Torch	26	60	170		
Pipe Bevellers 4" - 8"	c/w Oxy/Acct. Torch	29	70	200		
Pipe Bevellers 8" - 12"	c/w Oxy/Acct. Torch	50	100	292		
Pipe Bevellers 14" - 20"	c/w Oxy/Acct. Torch	85	183	568		
Pipe Bevellers 22" - 26"	c/w Oxy/Acct. Torch	140	293	859		
Pipe Bevellers 24" - 30"	c/w Oxy/Acct. Torch	152	317	929		
Pipe Bevellers 30" - 36"	c/w Oxy/Acct. Torch	211	440	1,330		
Hydraulic Pipe Bender	Greenlee 555	112	340	1,025		
Coated Pipe Bender		50	250	875		
#535 Pipe Threaders		47	184	530		
Rigid 700	Electric	20	60	160		
Flange Spreaders (Pop It)		45	135	405		
Heavy-Duty Flange Spreader		69	208	625		
Equalizer Spreader Bar		45	135	405		
Parker Tubing Bender 412 Handcrank		30	103	298		
Parker Tubing Bender 420 Handcrank		30	103	298		
One Revolution Tubecutters (Tube Internal Flycutter)	5/8" Od/14 Gauge to 1 1/2" OD/14 Gauge	40	150	450		
Hydraulic Tubepullers	Pumps & 22 Ton Ram	125	500	1,500		
Hydraulic Tubepullers	Pumps & 30 Ton Ram	259	1,073	3,490		
Continuous Tube Puller - 45 Ton	c/w pump	300	1,200	3,600		
Airetool Tubecutter Motors		35	140	420		
Airetool Rolling Guns 850		70	350	1,225		
Airetool Rolling Guns 1050		80	400	1,400		
Airetool Rolling Guns 1550		120	600	2,100		

Motor Rolling Guns 1720 (Right Angle)			130	650	2,275	
<i>Broken Mandrels & Rollers Are Chargeable</i>						
Tube expanders - To 1"			60	180	540	
Tube expanders - 1"-2"			60	180	540	
Tube expanders - 2"-3"			72	216	648	
Tube expanders - 3" & Up			100	400	1,200	
Tube Spears 5/8" - 1" Replacement						175
Tube Spears 1" - 2" Replacement						250
Tube Removal Chippers			20	80	240	
G-Series Air Test Gun	G150			350		
Simplex Weld Milling #1 Tools	For 3/4" Tubes		39	117	351	
Simplex Weld Milling #2 Tools	For 1" Tubes		39	117	351	
Simplex Weld Milling #3 Tools	For 1 1/2" Tubes		44	132	396	
Simplex Weld Milling #4 Tools	For 2" Tubes		50	180	540	
Simplex Weld Milling #7 Tools	For 3" Tubes		55	200	600	
Simplex Weld Milling #10 Tools	For 4" Tubes		61	220	660	
Port A Mill - Pipe/Tube Milling Tool	2" - 4" To Fit Ridged 700		22	65	185	
Boiler Tube Milling Equipment (H&S Tooling)	1" - 2 1/2"		110	550	1,925	
Air Tube Rattler (Internal Tube Cleaner)	1" Motor Head Braid Hose		82	328	984	
Air Tube Rattler (Internal Tube Cleaner)	1 1/2" Motor Head Braid Hose		92	368	1,104	
Air Tube Rattler (Internal Tube Cleaner)	2" Motor Head Braid Hose		102	408	1,224	
Heater Convection Tube Extractor			600			
Description	Details	Hour	Day	Week	Month	Each
4 Pack Machine (Electric)	c/w 800' Welding Cable, 4 Stingers, Grounds & Remotes		544	681	1,987	
6 Pack Machine (Electric)	c/w 1200' Welding Cable, 6 Stingers, Grounds & Remotes		792	999	2,980	
8 Pack Machine (Electric)	c/w 1600' Welding Cable, 8 Stingers, Grounds & Remotes		1,042	1,317	3,919	
250 Amp Diesel Driven Welding Machines	c/w Trailer, 200' Welding Cable, Stinger, Ground &		86	430	1,290	

	Remote. Fuel Not Included					
300 Amp Diesel Driven Welding Machines	c/w Trailer, 200' Welding Cable, Stinger, Ground & Remote. Fuel Not Included		97	485	1,455	
Miller Dynasty Suitcase Welder (200 Amp)			65	325	975	
Orbital welding system	includes control panel, weld head, cooler, guide ring clamp, all consumables except for wire		2,200	4,400	13,200	
Power transformer for orbital welding system			250	500	1,500	
Neoweld Diesel Generator	c/w 8-200 Amp Welders (Reverse Polarity) 100kw. Fuel Not Included		333	1,319	3,747	
Additional Welding Cables	100'		6	15	44	
Lincoln 455 STT/Power Wave Source And Wire Feeders	460 - 600 Volt		159	635	1,905	
Lincoln Powerwave S500	With Powerawave S500, Advanced Module, and power feed dual feed		192	767	2,300	
Lincoln 15 Suitcase Wire Feeder			70	281	588	
Lincoln 10 Dual Mig Wire Feeder			70	281	588	
Plasma Arc Air Cutter	Cuts up to 1/2"		98	392	1,176	
Plasma Cutter PCM 250	Cuts up to 2" (cutting gas extra)		250	1,250	3,500	
Tig Torches	c/w Long Or Short Cap & Purge Hose, Argon Flow Meter		20	40	100	
Spider Circle Cutter/Oxygen-Acetylene			90	360	1,080	
16" Welding Positioner			160	400	1,200	
Aircomatic 300	c/w Ah20-E Midget Gun. Contact Tips & Gases Extra		65	240	720	
Beco Electric Drive	c/w Foot Control & Stand		42	168	504	
Welding Tent	11' x 8' x 6' wall, 8' peak		15	75	262	

Welding machines, compressors and forklifts are reimbursable at the day rate meaning one 12 hours, weekly rate meaning 60 hours, and 1 month meaning 240 hours.					
For equipment with an hourly rate only, all hours rented shall be charged at that rate. All other equipment, with the exception of those listed in note 1, shall be charged at the daily rate until the rental amount exceeds the weekly rate. At that time, the weekly rate shall apply for a maximum 7 day period. Once the weekly rental amounts exceeds the monthly rate, the monthly rate shall apply for a maximum 30 day period. Note 2 applies for equipment with daily, weekly, and monthly rates					
None of the listed rates include operators or fuel					
Loading and shipping costs for equipment and tools are extra.					
Customer is responsible for lost, stolen and damaged equipment.					
Equipment and Tooling on this list are subject to availability. Third party rental costs are reimbursable at cost plus markup					
	40' Toolcrib - Standard Supplied Rigging Equipment				
	<i>Equipment numbers over and above standard supply will be chargeable at stated rates</i>				
	EQUIPMENT	Std Supply	DAY	WEEK	MONTH
	1 TON CHAINHOIST	20	40	65	155
	1.5 TON CHAINHOIST	20	43	85	236
	2 TON CHAINHOIST	20	51	107	317
	3/4 TON COME ALONG	40	34	51	129
	1.5 TON COME ALONG	40	39	72	157
	1 TON BEAM TROLLEY	5	11	20	60
	2 TON BEAM TROLLEY	5	13	22	62
	3 TON BEAM TROLLEY	5	16	31	91
	3 TON BEAM CLAMP	5	21	62	121
	5 TON BEAM CLAMP	5	37	108	213

1.3 PPE Included

Included (Y/N)	Type	Description	UOM	Price
Y		fire resistant coveralls		
Y		regular hard hats		
Y		fitting gloves		
Y		CSA approved safety glasses		
Y		ear protection		
N		3M type fume filters and masks, including cleaning thereof		At cost + markup
N		FRC Paper Coveralls		At cost + markup
Y		COVID Face mask as per Site standard		

1.4 Tools Included

Included (Y/N)	Type	Description	Hourly Rate	Day Rate	Weekly Rate	Monthly Rate
Y	Tools	Abrasives (Grinding Wheels (ss not included), Sandpaper, Emery Cloth, etc)	N/A	N/A	N/A	N/A
Y	Tools	Adaptors (Drill, Wire Wheel, Regulators, Oxygen/Acetylene)	N/A	N/A	N/A	N/A
Y	Tools	Air horn	N/A	N/A	N/A	N/A
Y	Tools	Anvils	N/A	N/A	N/A	N/A
Y	Tools	Arbors (Hole Saw)	N/A	N/A	N/A	N/A
Y	Tools	Augers - Post Hole	N/A	N/A	N/A	N/A
Y	Tools	Axes	N/A	N/A	N/A	N/A
Y	Tools	Bands (Rubber & Steel for Banding Machine - Warehouse Use)	N/A	N/A	N/A	N/A
Y	Tools	Bands, Sweat	N/A	N/A	N/A	N/A
Y	Tools	Banding Tools	N/A	N/A	N/A	N/A
Y	Tools	Bars, Pinch, Crow, Wrecking, etc	N/A	N/A	N/A	N/A
Y	Tools	Batteries (Flashlight - Construction Equipment)	N/A	N/A	N/A	N/A
Y	Tools	Belts (Climbing, Safety, Tools,etc)	N/A	N/A	N/A	N/A
Y	Tools	Benders, Tubing & Pipe (Hand Operated)	N/A	N/A	N/A	N/A
Y	Tools	Bevel Machines (Up to 12")	N/A	N/A	N/A	N/A

Y	Tools	Binders, Load	N/A	N/A	N/A	N/A
Y	Tools	Bits (Steel, Wood, Auger, etc)	N/A	N/A	N/A	N/A
Y	Tools	Blades, (Hacksaw, Pipe Cutter, etc)	N/A	N/A	N/A	N/A
Y	Tools	Blocks, Flaring	N/A	N/A	N/A	N/A
Y	Tools	Blocks (Steel, Snatch, Tackle, Wire Rope to 8")	N/A	N/A	N/A	N/A
Y	Tools	Blocks, Wood (Single or Multiple Sheave)	N/A	N/A	N/A	N/A
Y	Tools	Bob, Plumb	N/A	N/A	N/A	N/A
Y	Tools	Boots, Rubber Safety	N/A	N/A	N/A	N/A
Y	Tools	Boxes, Tool, Small Hand Carry	N/A	N/A	N/A	N/A
Y	Tools	Braces, Hand	N/A	N/A	N/A	N/A
Y	Tools	Brooms, Hand, All Types	N/A	N/A	N/A	N/A
Y	Tools	Brushes, All Types	N/A	N/A	N/A	N/A
Y	Tools	Buffing Wheels	N/A	N/A	N/A	N/A
Y	Tools	Calipers	N/A	N/A	N/A	N/A
Y	Tools	Cans (Oil, Gasoline, etc.)	N/A	N/A	N/A	N/A
Y	Tools	Carriers, Hand - All Types	N/A	N/A	N/A	N/A
Y	Tools	Carts (Oxygen & Acetylene Bottle)	N/A	N/A	N/A	N/A
Y	Tools	Chains, Surveyors	N/A	N/A	N/A	N/A
Y	Tools	Chalk & Chalkline	N/A	N/A	N/A	N/A
Y	Tools	Charger, Battery	N/A	N/A	N/A	N/A
Y	Tools	Chipping Guns (To 15 lbs.)	N/A	N/A	N/A	N/A
Y	Tools	Chisels (For Air Operated Tools)	N/A	N/A	N/A	N/A
Y	Tools	Chisels, All Hand Types	N/A	N/A	N/A	N/A
Y	Tools	Chokers (To 1" Diameter)	N/A	N/A	N/A	N/A
Y	Tools	Chucks, Tap, Nipple Bolt, etc.	N/A	N/A	N/A	N/A
Y	Tools	Chainfalls, 1 Ton, 2 Ton	N/A	N/A	N/A	N/A
Y	Tools	Clamps, "C" Machinist	N/A	N/A	N/A	N/A
Y	Tools	Clamps, Ground Welding	N/A	N/A	N/A	N/A
Y	Tools	Clamps, Hose	N/A	N/A	N/A	N/A
Y	Tools	Clamps, Plate (To 3/4 Ton)	N/A	N/A	N/A	N/A
Y	Tools	Cleaners, Tip	N/A	N/A	N/A	N/A

Y	Tools	Clips, Wire Rope	N/A	N/A	N/A	N/A
Y	Tools	Connectors	N/A	N/A	N/A	N/A
Y	Tools	Coolers, Water Can "Igloo"	N/A	N/A	N/A	N/A
Y	Tools	Crayons	N/A	N/A	N/A	N/A
Y	Tools	Cutters, Gasket (To 30" Diameter)	N/A	N/A	N/A	N/A
Y	Tools	Cutters, Glass	N/A	N/A	N/A	N/A
Y	Tools	Cutters, Hand Operated (Bolt) & Hand Operated	N/A	N/A	N/A	N/A
Y	Tools	Cutters, Hand Operated, 1/4" to 2" Pipe	N/A	N/A	N/A	N/A
Y	Tools	Come-alongs - 1 1/2 Ton to 3 Ton	N/A	N/A	N/A	N/A
Y	Tools	Dies, All Types	N/A	N/A	N/A	N/A
Y	Tools	Die Segments (Replacements for Power & Hand Threading Devices)	N/A	N/A	N/A	N/A
Y	Tools	Dispensers (Salt Tablets, Paper Towels, Cups, etc.)	N/A	N/A	N/A	N/A
Y	Tools	Dividers	N/A	N/A	N/A	N/A
Y	Tools	Dressers, Grinding Wheel	N/A	N/A	N/A	N/A
Y	Tools	Drills	N/A	N/A	N/A	N/A
Y	Tools	Drum Faucets	N/A	N/A	N/A	N/A
Y	Tools	Edges, Straight	N/A	N/A	N/A	N/A
Y	Tools	Extension Cords & Lights With Fittings (Single Lamps Only)	N/A	N/A	N/A	N/A
Y	Tools	Extinguishers, Fire - Hand Operated	N/A	N/A	N/A	N/A
Y	Tools	Extinguishers, Fire Powder Recharge	N/A	N/A	N/A	N/A
Y	Tools	Extractors, Pipe & Screw (Not Including Tube Extractor Equip)	N/A	N/A	N/A	N/A
Y	Tools	Files, All Types	N/A	N/A	N/A	N/A
Y	Tools	Flares, Road, etc.	N/A	N/A	N/A	N/A
Y	Tools	Flaring Tools	N/A	N/A	N/A	N/A
Y	Tools	Flange Spreaders	N/A	N/A	N/A	N/A
Y	Tools	Flashlights, All Types	N/A	N/A	N/A	N/A
Y	Tools	Flint (For Lighters)	N/A	N/A	N/A	N/A
Y	Tools	Flood Lights (Hand)	N/A	N/A	N/A	N/A

Y	Tools	Funnels	N/A	N/A	N/A	N/A
Y	Tools	Gauges - Drill, Feeler, Wire, Pressure	N/A	N/A	N/A	N/A
Y	Tools	Gloves	N/A	N/A	N/A	N/A
Y	Tools	Glasses (Safety)	N/A	N/A	N/A	N/A
Y	Tools	Goggles, All Types	N/A	N/A	N/A	N/A
Y	Tools	Grinders (Electric, Mini, Pneumatic)	N/A	N/A	N/A	N/A
Y	Tools	Guards, Toe Safety	N/A	N/A	N/A	N/A
Y	Tools	Guns, Caulking	N/A	N/A	N/A	N/A
Y	Tools	Gun, Grease	N/A	N/A	N/A	N/A
Y	Tools	Hammers, Hand - All Types	N/A	N/A	N/A	N/A
Y	Tools	Handles, File, Hammer, etc.	N/A	N/A	N/A	N/A
Y	Tools	Handles, Ratchet, Tap Drive	N/A	N/A	N/A	N/A
Y	Tools	Hatchets	N/A	N/A	N/A	N/A
Y	Tools	Hats, Hard, Safety	N/A	N/A	N/A	N/A
Y	Tools	Head Socks, Cotton	N/A	N/A	N/A	N/A
Y	Tools	Helmets, All Types	N/A	N/A	N/A	N/A
Y	Tools	Holders, Electrode	N/A	N/A	N/A	N/A
Y	Tools	Hose - Air Hose Not Included	N/A	N/A	N/A	N/A
Y	Tools	Impact Guns - Air to 3/4" Drive	N/A	N/A	N/A	N/A
Y	Tools	Irons, Soldering, Electric & Hand	N/A	N/A	N/A	N/A
Y	Tools	Jack, Flange	N/A	N/A	N/A	N/A
Y	Tools	Jumpers, Welding	N/A	N/A	N/A	N/A
Y	Tools	Keys, Drill, Chuck, Bottle, etc.	N/A	N/A	N/A	N/A
Y	Tools	Knives, Putty, etc.	N/A	N/A	N/A	N/A
Y	Tools	Ladders, Extension & Step	N/A	N/A	N/A	N/A
Y	Tools	Lens (Clear or Coloured) For Welding Helmets, Goggles and Shields	N/A	N/A	N/A	N/A
Y	Tools	Levels, Spirit, Aluminum, Wood, etc.	N/A	N/A	N/A	N/A
Y	Tools	Lighters, Friction	N/A	N/A	N/A	N/A
Y	Tools	Lines, Mason, Cable, Chalk	N/A	N/A	N/A	N/A
Y	Tools	Locks (Temp. - Construction Use)	N/A	N/A	N/A	N/A
Y	Tools	Lubricators - Air Line	N/A	N/A	N/A	N/A

Y	Tools	Mandrels, Hole Saw, etc.	N/A	N/A	N/A	N/A
Y	Tools	Markers, Pipe Contour	N/A	N/A	N/A	N/A
Y	Tools	Micrometer - Inside & Outside (to 12 Inches)	N/A	N/A	N/A	N/A
Y	Tools	Mirrors - Inspection	N/A	N/A	N/A	N/A
Y	Tools	Mover, Car Jack	N/A	N/A	N/A	N/A
Y	Tools	Oilers, Hand Pump	N/A	N/A	N/A	N/A
Y	Tools	Packing Tools	N/A	N/A	N/A	N/A
Y	Tools	Pads, Backing	N/A	N/A	N/A	N/A
Y	Tools	Pails, Hand, Paint, etc.	N/A	N/A	N/A	N/A
Y	Tools	Picks	N/A	N/A	N/A	N/A
Y	Tools	Pins, Drift, Taper & Flange	N/A	N/A	N/A	N/A
Y	Tools	Pliers, All Types	N/A	N/A	N/A	N/A
Y	Tools	Plumbers, Plunger	N/A	N/A	N/A	N/A
Y	Tools	Points, Moil, Bull For Power Tools	N/A	N/A	N/A	N/A
Y	Tools	Protractors	N/A	N/A	N/A	N/A
Y	Tools	Pullers, Wheel, Gear & Cable	N/A	N/A	N/A	N/A
Y	Tools	Pullers, Nail	N/A	N/A	N/A	N/A
Y	Tools	Pumps, Barrel	N/A	N/A	N/A	N/A
Y	Tools	Punches, Hand	N/A	N/A	N/A	N/A
Y	Tools	Punches, Centre	N/A	N/A	N/A	N/A
Y	Tools	Rags, Wiping	N/A	N/A	N/A	N/A
Y	Tools	Rakes	N/A	N/A	N/A	N/A
Y	Tools	Rasps, Hand - All Types	N/A	N/A	N/A	N/A
Y	Tools	Reamers (For Power Tools)	N/A	N/A	N/A	N/A
Y	Tools	Rests, Pipe	N/A	N/A	N/A	N/A
Y	Tools	Rope, Manila (To 1")	N/A	N/A	N/A	N/A
Y	Tools	Saws, Hand, All Types	N/A	N/A	N/A	N/A
Y	Tools	Saws, Hole	N/A	N/A	N/A	N/A
Y	Tools	Scrapers, Hand	N/A	N/A	N/A	N/A
Y	Tools	Screw Drivers, Hand	N/A	N/A	N/A	N/A
Y	Tools	Shackles to 2" Screw Pin	N/A	N/A	N/A	N/A

Y	Tools	Shields, Protective, Face	N/A	N/A	N/A	N/A
Y	Tools	Shovels, Hand, All Types	N/A	N/A	N/A	N/A
Y	Tools	Sledges - All Types	N/A	N/A	N/A	N/A
Y	Tools	Sleeves, Taper Drill	N/A	N/A	N/A	N/A
Y	Tools	Snakes, Plumbers	N/A	N/A	N/A	N/A
Y	Tools	Snips, Hand - All Types	N/A	N/A	N/A	N/A
Y	Tools	Soapstone	N/A	N/A	N/A	N/A
Y	Tools	Sockets (To 1 1/2" Dr. Including Extension Bars)	N/A	N/A	N/A	N/A
Y	Tools	Spades, Air Tool	N/A	N/A	N/A	N/A
Y	Tools	Spray Cans & Guns (Rorm Oil Concrete Curing Insecticides)	N/A	N/A	N/A	N/A
Y	Tools	Spreaders, Wire Rope	N/A	N/A	N/A	N/A
Y	Tools	Squares, Combination Steel, Carpenters	N/A	N/A	N/A	N/A
Y	Tools	Staplers, Gun	N/A	N/A	N/A	N/A
Y	Tools	Stencils, Steel (Letters & Figures)	N/A	N/A	N/A	N/A
Y	Tools	Stone, Rubbing	N/A	N/A	N/A	N/A
Y	Tools	Straps (For Wrenches)	N/A	N/A	N/A	N/A
Y	Tools	Strippers, Wire	N/A	N/A	N/A	N/A
Y	Tools	Tags, Material, Tool & Shipping	N/A	N/A	N/A	N/A
Y	Tools	Tampers, (Not Power)	N/A	N/A	N/A	N/A
Y	Tools	Tape, Fish	N/A	N/A	N/A	N/A
Y	Tools	Tape, Measuring - All Types	N/A	N/A	N/A	N/A
Y	Tools	Taps, Hand, Bolt & Pipe - All Sizes	N/A	N/A	N/A	N/A
Y	Tools	Tarpaulins	N/A	N/A	N/A	N/A
Y	Tools	Testers, Battery & Radiator	N/A	N/A	N/A	N/A
Y	Tools	Test Plugs (Up to 6")	N/A	N/A	N/A	N/A
Y	Tools	Tips, Cutting, Welding & Heating - All Types	N/A	N/A	N/A	N/A
Y	Tools	Torches, Gasoline, Blow, Propane	N/A	N/A	N/A	N/A
Y	Tools	Torque Wrench (3/4")	N/A	N/A	N/A	N/A
Y	Tools	Trowels, Edgers & Groovers	N/A	N/A	N/A	N/A
Y	Tools	Tool Trailer	N/A	N/A	N/A	N/A

Y	Tools	Universal Joints & Drives, Socket Wrench (1/4" to 1")	N/A	N/A	N/A	N/A
Y	Tools	Vises, Machinist, Pipe, etc.	N/A	N/A	N/A	N/A
Y	Tools	Wedges, Metal & Wood	N/A	N/A	N/A	N/A
Y	Tools	Welders, Protective Equipment	N/A	N/A	N/A	N/A
Y	Tools	Wheelbarrows	N/A	N/A	N/A	N/A
Y	Tools	Wrenches, Allen	N/A	N/A	N/A	N/A
Y	Tools	Wrenches, Hand - (Combination, Open Ends, Pipe)	N/A	N/A	N/A	N/A
Y	Tools	Wrenches, Striking	N/A	N/A	N/A	N/A
Y	Tools	Wrenches, Strap	N/A	N/A	N/A	N/A
Y	Consumables	Adhesives (Glue, etc)	N/A	N/A	N/A	N/A
Y	Consumables	Anti-freeze (Construction Equipment) Engine Driven	N/A	N/A	N/A	N/A
Y	Consumables	Bulbs, Light (Construction Use)	N/A	N/A	N/A	N/A
Y	Consumables	Clothing, Coveralls	N/A	N/A	N/A	N/A
Y	Consumables	Clothing, Rain Gear	N/A	N/A	N/A	N/A
Y	Consumables	Cups, Drinking	N/A	N/A	N/A	N/A
Y	Consumables	Graphite	N/A	N/A	N/A	N/A
Y	Consumables	Hacksaws, Frames	N/A	N/A	N/A	N/A
Y	Consumables	Liners, Hard Hat	N/A	N/A	N/A	N/A
Y	Consumables	Nails, Nuts, Bolts, etc. (Temporary Facilities)	N/A	N/A	N/A	N/A
Y	Consumables	Oils, Cutting Hydraulic, Form, etc.	N/A	N/A	N/A	N/A
Y	Consumables	Spot Check (Paint)	N/A	N/A	N/A	N/A
Y	Consumables	Steel Wool	N/A	N/A	N/A	N/A
Y	Consumables	Tempil Sticks, etc.	N/A	N/A	N/A	N/A

Y	Consumables	Welders Gloves	N/A	N/A	N/A	N/A
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Additional Charges

Additional Charges		
LOA/day		As per NMA, for all positions (manual and non-manual), except for Boilermaker manual and non-manuals, which follow Boilermaker Agreement, at a minimum
Meal Break/allowance		As per NMA, for all positions (manual and non-manual), except for Boilermaker manual and non-manuals, which follow Boilermaker Agreement
Air hose > 1000 feet in length		
Consumables for inspection (QC) work		
Explosion proof electrical cables/cords/lighting		
Fire Blankets		
Gas monitors		
Specialty PPE		
Welding Rods		
Welding Cables, remotes, stingers, grounds		
Welding Gases		
Welder testing (including labour hours) if required		
Loading and shipping of equipment		
Broken specialty tools are reimbursable at cost; Breakage and knives are reimbursable for the Port-a-mill and Tube cutters. Broken mandrels and rollers are reimbursable for the Tube expanders		
Equipment is subject to availability. If our equipment is unavailable, charges for equipment will be actual 3rd party costs + markup.		
All required payments per NMA applies to all positions including non-manuals, except for Boilermaker non-manuals which follow Boilermaker agreement		
Overtime - applies to all positions including non-manuals, as per overtime definitions in NMA or BM Agreement		
Double Time - applies to all union positions including non-manuals as per NMA or BM Agreement		
Stat Holidays - follow terms of NMA or BM Agreement		
Orientation / on-boarding hours are all billable (facilities to be provided by NWR)		
Fit testing, if required		

Exhibit E – Special Conditions for Work at Site

Attached to and forming part of Contract No. C1000776

Notwithstanding anything else contained in this Contract, the provisions contained in this Exhibit shall apply to any Work performed by Supplier Group at Site.

1.0 Work at Site

- 1.1 In the event any member of Supplier Group performs Work at the Site, Supplier shall, at its own expense, ensure such Persons comply:
 - (a) the terms of the Contract, including those specified within this Exhibit;
 - (b) all Applicable Laws and good industry practice; and
 - (c) all health and safety and environmental policies and procedures established by Owner or any contractor responsible for health and safety matters with respect to the Work at Site.
- 1.2 Supplier shall cooperate in good faith with any contractor at the Site performing work in relation to the Work or otherwise performing work at the Site, and Supplier shall promptly advise Owner if any work performed by any contractor in relation to the Work is generally not in accordance with good industry practices.
- 1.3 Supplier shall ensure that any Work performed at the Site are performed in a manner that will avoid inconvenience, injury or property damage to other contractors, land owners and occupiers of land adjacent to the Site and Supplier Group shall observe and follow Owner's instructions in relation to all areas identified by Owner as containing or potentially containing environmentally sensitive, threatened or endangered species of plant or animal life.
- 1.4 Training
 - (ii) Each member of Supplier Group must have all training prior to arriving at to the Site. No hours may be charged to Owner for Supplier Group members that arrive at Site without the required training. Notwithstanding the foregoing in this Subsection, any Site specific training will be to Owner's account.
 - (iii) Supplier is not entitled to payment for any member of Supplier Group that arrives at Site without the training required to perform the Work (other than Site specific training provided by Owner).
- 1.5 Personal Protective Equipment (PPE)

Supplier is responsible for supplying and ensuring that each member of Supplier Group provides basic PPE where Work is performed at Site. Basic PPE includes, as a minimum, hardhat, safety glasses, coveralls, winter parkas, gloves, boots and hearing protection. Clothing must be fire retardant Nomex and / or Indura Ultra Soft 9oz Style 451 coverall with reflective stripping, for each member of Supplier Group. The fire retardant coveralls shall be consistent with OH&S, NFPA 70E, 1975, 2112 and CGSB155.20 standards. Fire retardant Nomex and / or Indura parkas with reflective stripping are required to be supplied by Supplier Group for long-term Work performed by Supplier Group at Site. The fire retardant parkas shall be consistent with OH&S, NFPA 70E, 1975, 2112 and CGSB155.20 standards. Boots and other PPE shall all meet or exceed Owner safety standards. Supplier shall supply fire retardant coveralls and coverall cleaning and repair for all Supplier Personnel performing the Work. Supplier shall supply fire retardant winter parkas for all long-term personnel performing the Work. In the event of emergency Work, Supplier and Owner will review and mutually agree on the supply and cost of parkas for short-term personnel. If Owner changes site PPE requirements and this results in significant additional costs, these will be reimbursable through a corresponding rate increase or through billing of the difference in cost

Notwithstanding the foregoing, personal gas monitors will be provided by the Owner.

1.6 Small Tools and Consumables

- (i) Contractor will provide tool kits and other hand tools with an individual value less than \$2,500.00 and consumables, as may be required for day-to-day performance of work. The list of tools and consumables are to be listed in Exhibit D. The tools and consumables listed are not intended to be all inclusive and shall include other tools under an individual value of two thousand five hundred dollars (\$2,500.00) as may be required for day to day performance of the Services.
- (ii) Contractor will implement a continuous improvement program to track and reduce the PPE, tool kits, consumable and other hand tools cost over the term of this contract.
- (iii) The Small Tools and consumable rate is in respect of fully maintained items and includes lubricants, support equipment, repair parts, service and maintenance labour, applicable Taxes, insurance and depreciation.

If any Small Tool or Consumable is required to be replaced or repaired no adjustment to the Small Tools and Consumable rate shall occur and no additional compensation shall be payable to the Contractor in respect of such Small Tool or Consumable

1.7 Equipment and vehicles

- (i) Supplier may be required to provide equipment from time to time for the performance of Services as indicated in Exhibit A. Equipment and Vehicles and the applicable charge out rate for the equipment is as listed in Exhibit D.

- (ii) Where Owner allocates Contractor intrinsically safe radios, Contractor will be responsible for any damages, loss and or replacement of the equipment.

- (iii) Contractor shall provide transportation vehicles for Contractor's use at any Worksite to be used in the performance of Services. The number of vehicles and type vehicle must be approved by Owner.

- (iv) Rates will be charged at the most economical way to the Owner. Should the next higher rate be more advantageous to the Owner this rate will be applied over the lower rate.

Example: Rental of a unit for 10 hours @ \$50/hr for the Hourly rate. Day Rate is \$300/day. The day rate will apply. Owner will have the right to audit and be reimbursed for any overpayments.

- (v) Rates will be inclusive of all associated costs, except the operator (where indicated), including but not limited to maintenance, repairs, damage, cleaning, window replacement, rental, leasing, insurance, repairs, fuel, mileage, and tire replacement.

- (vi) Note all diesel equipment/vehicles must be equipped with a Positive Air Shutoff for use onsite.

- (vii) Owner to provide fuel for on-site stationary equipment

1.8 Facilities

Owner is responsible for providing and supplying office and working facilities for Supplier including, but not limited to: office furniture; office equipment, such as, computers, printers, fax machines, photocopiers, paper and toner; telephones & computer networks and associated line charges, etc.; and lunchrooms; change

rooms; and washrooms; including associated maintenance and repair, for normal wear and tear; of the above items, but specifically excluding office supplies; courier costs and postal charges.

1.9 Health, Safety and Environmental (“HSE”) Obligations

- (a) Supplier shall perform the Work in a manner to avoid the risk of endangerment to health, bodily harm to persons and damage to property and the environment.
- (b) Supplier shall, and shall direct and ensure that all members of Supplier Group comply with all Site access policies and procedures made known to Supplier by Owner from time to time.
- (c) Supplier’s Health, Safety and Environment execution plan shall meet or exceed the Site HSE execution plan as notified by Owner to Supplier. Supplier HSE execution plan shall incorporate, as a minimum, a process to record health and safety and environmental hazards identified by Supplier Group and to communicate such hazards to Prime Contractor on an ongoing basis.
- (d) Supplier shall furnish all safety equipment and instructions required for safe and lawful performance of the Work and shall maintain and promptly furnish to Owner a copy of all accident, injury and all other records and reports required by Applicable Laws and regulations in connection with the performance of the Work.
- (e) Owner will notify Supplier in writing of the identity of the Prime Contractor for the Work. Each member of Supplier Group shall promptly comply with the instructions and directions of the Prime Contractor with respect to performance of the Work and protection of persons and the environment at, on, under or adjacent to the Site.
- (f) Supplier shall in connection with performance of the Work:
 - (i) immediately report to Owner any death, injury or damage to property or the environment incurred or caused by any member of Supplier Group;
 - (ii) notify the Owner immediately after becoming aware of any emergency, contact by Supplier Group with regulatory officials or non-compliance by Supplier Group with Applicable Law or Site HSE execution plan;
 - (iii) provide the Owner with all information and records requested by the Owner in relation to any emergency, contact by Supplier Group with regulatory officials or non-compliance by Supplier Group with Applicable Law or Site HSE execution plan;
 - (iv) limit its communication and the communication of Supplier Group with regulatory officials to that required by all Applicable Law;
 - (v) immediately stop Work and notify the Owner in the event the Supplier encounters material on Site the Supplier reasonably believed to be Hazardous Substances which has not been addressed in the Contract; and
 - (v) except for immediate reporting requirements to a regulatory official, allow Owner to either communicate or approve all information, communication or reporting regarding any emergency, contact by Supplier Group with regulatory officials or non-compliance by Supplier Group with Applicable Law or Site HSE execution plan, including but not limited to press releases, publicly available investigation reports and contact with the media.
- (g) Failure by Supplier to correct an unsafe condition or a condition that is or could cause an adverse impact to the environment after notice from Owner shall be grounds for Owner to immediately terminate this Contract.

- (h) Any member of Supplier Group is in breach of any of the provisions of the Site HSE execution plan, in breach of any Applicable Laws, or does not comply with the instructions of Owner, Owner or Prime Contractor, in their sole discretion, has the right to stop all or parts of the Work being performed at the Site or require Supplier to remove such member of Supplier Group from performance of the Work or have them temporarily or permanently excluded from the Site. Thereafter without undue delay, Contractor shall replace such member of Supplier Group that meets the requirements of this Contract at no extra cost to Owner and the costs and expenses of such stoppage or exclusion (or both) shall be to the sole account of the Supplier. Owner shall have no liability for suspending the Work or failing to suspend the Work pursuant to this paragraph. Any suspension of the Work pursuant to this paragraph shall not relieve the Supplier of its responsibilities pursuant to this Contract or otherwise.

1.10 Matters Affecting the Work

Any failure by the Supplier to discover matters which affect or could affect the Work shall not relieve the Supplier from its obligations under the Contract. Specifically, the Supplier acknowledges that it has investigated and satisfied itself as to:

- (a) the nature and magnitude of the Work;
- (b) general character, quality, quantity and availability of equipment and materials required to execute the Work
- (c) the location of, and all conditions related to, the Site, including accessibility, general character, surface conditions, utilities, roads, uncertainties of seasonal weather and all other physical, topographical and geographical conditions that may affect the Supplier's performance of the Work, and which are reasonably discoverable by the Supplier applying due diligence;
- (d) all environmental risks, conditions, Applicable Laws and restrictions applicable to the Supplier or the Work that might affect the Work; and
- (e) all conditions affecting labour, including availability, productivity and administrative practices, including those relating to safety, prevailing at or applicable to the Work.

11.11 Storage at Site

The Supplier shall not store on the Site any materials, equipment or supplies other than that intended for use in performing the Work and, in which case, such storage shall be in accordance with directions provided by the Owner.

11.13 Asbestos

Where asbestos is present at the Site, the Supplier shall not proceed with any Work until:

- (a) asbestos surveys and notifications have been completed and provided to the appropriate regulatory authority agencies by the party responsible to carry out such Work; and
- (b) the Owner specifically authorizes the Work to proceed.

11.14 Clean Up

No waste materials shall be allowed to accumulate in or around the Site and the Supplier shall remove or cause its Subcontractors to remove, debris or waste materials at periodic intervals or as often as the Owner may direct. The Supplier shall ensure the Site is kept clean and free of debris and waste materials at all times and shall remove or cause to be removed all temporary structures, superfluous and waste materials of whatever kind resulting from the Work prior to completion of the Work.



Exhibit F – Special Conditions for Transportation

Attached to and forming part of Contract No. C1000776

Notwithstanding anything else contained in this Contract, the provisions contained in this Exhibit shall apply if transportation services form part of the Work performed by Supplier.

1.0 Insurance

1.1 In addition carrying and maintaining insurance covering its operations hereunder in accordance with Article 11.1, the Supplier shall maintain such insurance for a period of two (2) years after termination of this Contract.

1.2 Section 11.1 (a)(iv) shall be deleted in its entirety and replaced with:

"Automobile Public Liability and Property Damage Insurance covering all vehicles, owned, leased, operated or licensed by Supplier Group, with a combined single limit of not less than five million dollars (\$5,000,000) for each occurrence involving bodily injury, death or property damage;"



Exhibit G – Quality Assurance and Quality Control Procedures

Attached to and forming part of Contract No. C1000776

As per GDI Exhibit B



Exhibit H – Key Personnel

Attached to and forming part of Contract No. C1000776

Organization Chart for each project based on the scope. Organization chart and size of the indirect organization will be reviewed and approved with Owner prior to execution



Exhibit I– Key Performance Indicators (KPI) and Reporting Requirements

Attached to and forming part of C1000776

Key Performance Indicators (KPIs)

KPIs will be used to monitor and manage performance with a goal to continually improve performance. The KPIs have been designed to illustrate the status of performance measures on a given business unit and act as a basis to drive business improvement. The individual scorecards will be used both in dialogue with business unit stakeholders as well as being the primary tool in the Business Performance Review (BPR) process. These scorecards and their respective Performance Indicators will be a key enabler in ensuring that delivery and non-conformances are identified, lessons are learned and performance is improved.

Owner reserves the right to modify the KPIs with Supplier agreement as appropriate to ensure that they are fully aligned with the Owner business drivers. The relative weightings for the KPIs will be discussed and agreed annually for the Agreement and on a project specific basis for any turnaround or major maintenance event.

The Scorecard will:

- (viii) Have commonly measured KPIs for all worksites and benchmarked against other Supplier client worksites. Common KPIs to typically include HSSE, Quality, Cost, Continuous Improvement, Technical Integrity, Reliability of Facilities, Environmental and Schedule. The KPIs provided below are sample KPIs and additional KPIs may be developed mutually by Owner and Supplier.
- (ix) Have specific Worksite KPIs, as agreed between Supplier and the Owner Primary Representative as applicable for each worksite. For example, Productivity: Planned hours vs. Actual hours or Hands on Tool Time for routine maintenance. Owner and Supplier agree that each shall use reasonable efforts to agree on KPIs, which are quantifiable and measurable.
- (x) Supplier commits to developing by the end of first year of the Contract and on each anniversary thereafter a year on year Continuous improvement plan, which outlines potential options to achieve a mutually agreed upon amount of annual improvements in terms of productivity, Total Cost of Ownership (TCO), value delivery, quality, etc., which will be measured as part of the KPI scorecard. For the first year of the Contract, the Continuous Improvement Plan will be based on the mutually agreed Implementation Plan.

Annually Supplier and Owner will jointly define and agree in writing revised KPI targets for the following year of the Term of the Agreement.

Scorecard management and KPI Measurement Process

- (xi) Scorecard Management
 - (A) The scorecard will be managed and administered by Supplier. Performance trends will be reviewed and performance scores will be agreed by Owner and Supplier on a TBD basis at the Business Performance Reviews and performance payment will be determined annually.
 - (B) Frequency of scoring for performance on turnarounds and select major maintenance events will be detailed in the specific Purchase Order for the Work.

Dispute Resolution

(xii) In the event of any disputes regarding Key Performance Indicators, the Parties agree that any disputes that arise during the Term shall be brought to the attention of the Primary Representatives who shall endeavour to resolve such disputes.

Sample KPI Score Card

	KPI	Formula	Frequency
HSSE	First Aids	First Aid Rate	Monthly
	TRCF	TRCF	Rolling 12 Months
	Process Safety	HAZOP, HAZID Items	Monthly
	Leadership Visits	Visits to site by leaders in the SSCP firm	Monthly
	Near Miss Reports	$\frac{\text{Total number of actual reports}}{\text{Planned reports and observations}}$	Monthly
Cost	Work Order Costs	$\frac{\text{Work Order Estimated Costs}}{\text{Work Order Actual Costs}}$	Rolling 12 Months
	Scaffolding	$\frac{\text{Number of Scaffolds Erected}}{\text{Number of Scaffolds Removed}}$	Monthly
		$\frac{\text{Budget for Scaffolding}}{\text{Actual costs for Scaffolding}}$	Quarterly
		$\frac{\text{Long Term Scaffolds Costs}}{\text{Estimated cost of permanent structure}}$	
	Hours	$\frac{\text{Estimated Hours for Month}}{\text{Actual Hours for the Month}}$	Monthly
	Cost Savings	Approved Costs Savings	Quarterly
Productivity	Overtime	$\frac{\text{Overtime}}{\text{Total Hours Worked}}$	Monthly
	Absenteeism	$\frac{\text{Number of Hours Missed due to Absenteeism}}{\text{Total number of hours worked}}$	Monthly
	Hands of Tool Time	$\frac{\text{Number of productive hours}}{\text{Total number of hours worked}}$	Quarterly
Quality	Weld Failure	$\frac{\text{Number of weld failures}}{\text{Total number of Welds}}$	Quarterly
	Re-work	$\frac{\text{Number of hours for re-work}}{\text{Total number of hours worked}}$	Quarterly



Exhibit J – Representatives and Notices

Attached to and forming part of Contract No. C1000776

- (a) The Address for Notices and the Representative of each Party shall be:

Supplier Representative: Edmonton Exchanger Refinery & Refinery Services Ltd.
5545 89st NW
Edmonton, AB, Can, T6E 5W9

Email: KSemenjuk@edmontonexchanger.com
Attention: Kevin Semenjuk

Owner Representative: NWR Sturgeon Refinery
56212 – RR 220
Sturgeon County, AB, T0A 1N0
Canada

Email: Mgonkowicz@nwrpartnership.com
Attention: Mike Gonkowicz

- (b) The Parties may change their Representative upon prior written notice to the other Party in the form of a Contract amendment.