

CONTRACT NUMBER: _____

THIS CONTRACT MADE EFFECTIVE THE 15th DAY OF JULY 20 13.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,

as represented by the Minister of Municipal Affairs
(the "Province")

- and -

TERVITA CORPORATION

(the "Contractor")

BACKGROUND

The Province requires assessment, planning, and management services and execution of Deconstruction and/or Demolition, Water Management, and Waste and Asset Management, and Earthworks services to be provided in the Town of High River, Alberta related to the flooding in the Town of High River and the Contractor agrees to provide the Services, as defined herein.

The Province will be working in collaboration, on an ongoing basis, with the administration of the Town of High River as concerns the Services to be provided by the Contractor.

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:

- (a) "Business Day" means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
- (b) "Contract" means this document, Schedule A, Schedule B, and Schedule C;
- (c) "Deconstruction and/or Demolition" means the management and execution of the design, assessment, planning, abatement and any other activity required for the safe removal or restoration of public areas, residential, commercial, industrial or government owned structure; and the Waste Management of the hazardous and non-hazardous material resulting from such removal or restoration;
- (d) "Contract Manager" means the person designated in Clause 20(a) or as modified pursuant to Clause 20(c);
- (e) "Earthworks" means the management and execution of the design, planning, and construction of earthen works, public areas and other as directed, and other civil work

activities which may include the excavation of rock and other materials, shoring, coring, bank stabilization, Waste Management, preparation and repair of new or existing roads;

- (f) "Effective Date" means the date first above written;
- (g) "*FOIP Act*" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
- (h) "Materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
- (i) "Personal Information" means personal information as defined in the *FOIP Act*;
- (j) "Services" means the Materials, work, duties, functions and deliverables for the Deconstruction and/or Demolition, Water Management, Waste and Asset Management, and Earthworks service to be provided by the Contract and as described in Schedule A;
- (k) "Term" means the Contract period specified in clause 2;
- (l) "Waste and Asset Management" means shall mean the management and execution of the recycling, salvaging and/or disposal of hazardous and non-hazardous material including, but not limited to the identification and characterization, packaging, manifesting, tracking, reporting and transporting to licensed waste facilities for disposal; and
- (m) "Water Management" means the management and execution of the design, construction, installation, operation and maintenance of infrastructure required for, among other activities, the storage, conveyance, treatment, recycling and disposal of fluids

TERM OF CONTRACT

2. This Contract shall be effective from the Effective Date until January 15, 2014 unless terminated in accordance with this Contract. The Province reserves the right to extend this Contract for up to three additional months on the same terms and conditions including pricing.

PERFORMANCE OF SERVICES

3. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services.

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PAYMENT

4.
 - (a) The Province agrees to pay the Contractor a sum not to exceed \$45,000,000 (Canadian funds), including expenses, to perform the Services. The Contractor shall be paid:
 - i. the rates specified in Schedule C for completion of the Services in accordance with this Contract including Schedule B; and
 - ii. upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.
 - (b) The Province shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.
 - (c) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.
 - (d) The Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada).
5. The Province may order the re-execution of any Services or Materials which are materially defective and not performed in accordance with industry standards and the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract.

RECORDS AND REPORTING

6. The Contractor shall:
 - (a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and
 - (b) keep the documents referred to in clause 6(a) for three years following the completion or termination of this Contract.
7. The Contractor shall submit a written status report to the Province every day during the first fourteen (14) days of the Term, and thereafter every week, indicating:
 - (a) the Services completed during that reporting period;
 - (b) the time schedule for those portions which are not completed; and

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- (c) any other information requested by the Province in relation to the completion of this Contract.

NON-ASSIGNABILITY AND SUBCONTRACTING

8.

- (a) The Contractor shall not:
 - i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
 - ii. subcontract the Services

without the prior written consent of the Province, which shall not be unreasonably withheld.

- (b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:
 - i. be responsible for remunerating the subcontractor(s);
 - ii. be responsible for the performance and activities of the subcontractor(s); and
 - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

9.

- (a) The Contractor shall not replace any employee, subcontractor or agent identified in Schedule A, without the prior written approval of the Province, which approval shall not be unreasonably withheld.

(b) The Contractor shall remove any employee, subcontractor or agent of the Contractor engaged in providing the Services upon the written request of the Province within the time limit indicated in such request.

COMPLIANCE

10. The Contractor shall:

- (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services; and
- (b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from

the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

11.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Contractor or a third party prior to the Effective Date remain the property of each party respectively.
- (c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.
- (d) The Contractor
 - i. irrevocably waives in whole all moral rights, and
 - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

- (e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.
- (f) The Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

12.

- (a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the either party during the Term ("Confidential Information"), shall not be disclosed or published

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by either party without the prior written consent of the other. The parties may disclose the other parties' Confidential Information to their employees, subcontractors or agents who have a need to know for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.

- (b) Subject to clause 13(b), the Parties' obligations in clause 12(a) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the receiving party;
 - ii. are independently developed without benefit of the other parties' Confidential Information; or
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- (c) The Parties shall retain the other parties' Confidential Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of such Confidential Information. The receiving party shall immediately advise the other of any unauthorized access, use, disclosure, loss or destruction of the Confidential Information, and shall provide the other party any assistance reasonably required to rectify such a situation.
- (d) The Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province. The obligation to return Confidential Information or cause such information to be returned or securely destroyed shall not apply to Confidential Information that is stored electronically pursuant to the automatic computer system back-up or disaster recovery procedures of the Contractor and not immediately accessible, provided that such Confidential Information is destroyed upon access or recovery.
- (e) The Confidential Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (f) Except for public disclosure made by any Minister or Deputy Minister of Her Majesty the Queen in right of Alberta, mindfully taking into consideration the sensitivity of specific confidentiality in this Contract, no press release or other public announcement relating to this Contract shall be issued without the prior written approval of each party to the specific content and form of such press release or announcement. Each party shall use reasonable efforts to disclose such release or announcement proposed by it to the other party as soon as reasonably possible and the other party shall use reasonable efforts to approve or otherwise comment on such release or announcement without delay.

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FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

13.

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Contractor further acknowledges that the *FOIP Act* applies to the Province's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
- (b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province.
- (c) Upon request, the Contractor shall, at the Contractor's expense, and within five Business Days, provide to the Province any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling.
- (d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.
- (e) The Contractor shall:
 - i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
 - ii. immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and
 - iii. provide the Province with any information regarding the Contractor's security measures that the Province may require to verify compliance with the *FOIP Act*.
- (f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the Province.
- (g) The Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

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INDEMNITY AND LIABILITY

14.

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
 - i. that party's breach of this Contract, or
 - ii. the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- (b) The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.
- (c) Neither party shall be liable to the other for exemplary, punitive, special, indirect or consequential damages resulting from or arising out of this Contract, including, without limitation, loss of use, loss of data, loss of assets, loss of business, loss of profit or business interruptions, however same may be caused and regardless of the sole or concurrent negligence of the other party.

INSURANCE

15. The Contractor shall purchase and maintain in full force at all times:

- (a) from the execution of this Contract through to the end of the Term, general liability wrap-up insurance in an amount not less than \$10,000,000 inclusive per occurrence and in the aggregate with respect to products and completed operations, insuring against bodily injury, personal injury and property damage including loss of use thereof. Any professional liability exclusion for supervisory or inspection activities shall be limited to services provided by architects, engineers, surveyors or design professionals. Such coverage shall cover all operations related to this Contract. The named insureds on the policy shall be the Province and the Contractor. Other insureds on the policy shall include all consultants, subconsultants, and subcontractors, whether named or unnamed in the policy. Such insurance shall include but not be limited to:
 - i. Products and completed operations liability: the completed operations liability coverage shall remain in effect for a period of 12 months after expiry or termination of this Contract;
 - ii. Owner's and contractor's protective liability;
 - iii. Blanket written contractual liability;
 - iv. Contingent employer's liability;
 - v. Non-owned automobile liability;
 - vi. Cross liability;
 - vii. Employees as additional insureds;
 - viii. Broad form property damage endorsement; and
 - ix. Operation of attached machinery;

- (b) from the execution of this Contract through to the end of the Term, automobile liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$2,000,000 inclusive per occurrence.
- (c) From the execution of this Contract through to the end of the Term, contractors pollution liability in an amount not less than \$5,000,000 inclusive of each occurrence and in the aggregate, insuring against liability for bodily injury, property damage and remediation expense as a result of a pollution condition arising from services under this Contract..
- (d) From the execution of the Contract through to the end of the Term, the Contractor shall ensure that:
 - i. each of its subcontractors maintains automobile insurance to that set forth in item (b); and
 - ii. each of its subcontractors that performs the work in which the subcontractor segregates, handles or treats contaminated liquids or solids or waste at any project sites under this Contract maintains contractors pollution liability insurance to that set forth in item (c).
- (e) The Contractor shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Province.
- (f) When requested by the Province, the Contractor shall provide evidence of endorsement to provide the Province with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

- 16. The relationship of the Contractor to the Province in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the Province.

NOTICES

- 17. (a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address, transmitted by fax to the fax number or email address, as follows:

The Province:	Southern Alberta Flood Recovery Task Force
Address:	205, J.G. O'Donoghue Building
	7000 – 113 Street
	Edmonton, AB
Attention:	Chief of Staff, Southern Alberta Flood Recovery Task Force

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Fax: 780-643-1382
Email: shane.schreiber@gov.ab.ca

The Contractor: Program Director - Tervita Corporation
Address: 500, 140 – 10th Avenue, S.E.
Calgary, AB
T2G 0R1
Attention: Graham Sharpe or Stuart Carver
Fax: (403) 253-3188
Email: gsharp@tervita.com and scarver@tervita.com

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 17(a) by giving notice to the other in the manner described in clause 17(a).
- (c) Any notice personally served or sent by fax shall be deemed received when actually delivered or received, if delivery or fax transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

18.

- (a) The Province may at any time immediately terminate this Contract, without cause, upon written notice to the Contractor.
- (b) If this Contract is terminated:
 - i. all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Contract are to be paid to the Contractor by the Province and are the property of the Province; and
 - ii. the Province shall only have to pay the Contractor for the Services completed in accordance with this Contract up to the effective date of termination; and
 - iii. if applicable, the parties shall mutually agree in writing on the Contractor's demobilization and roll-up of equipment and personnel costs to be paid by the Province.

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SAFETY AND SECURITY

19. The Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

PARTIES' REPRESENTATIVES

- 20.
- (a) The Province designates the Director of Recovery Coordination for High River of the Department of Municipal Affairs as the Province's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a). The Province's representative will be working in collaboration with the administration of the Town of High River in regard to ongoing contact between the Province and the Contractor in matters relating to this Contract.
 - (b) The Contractor designates Graham Sharpe, as principal contact, and Stuart Carver as the Contractor's representatives for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).
 - (c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

- 21.
- (a) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Contractor and its employees, subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv. the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;

- v. the Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - vi. the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract.

SURVIVAL OF TERMS

22. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:
- (a) clause 6 Records and Reporting;
 - (b) clause 11 Material Ownership;
 - (c) clause 12 Non-Disclosure of Information;
 - (d) clause 13 Freedom of Information and Protection of Privacy; and
 - (e) clause 14 Indemnity and Liability.

GENERAL

23. In the case of conflicts or discrepancies among this document and the Schedules and any Schedules attached to this document, the documents shall take precedence and govern in the following order:
- (a) The body of this document, and
 - (b) The Schedules to this document.
24. Time is of the essence of this Contract.
25. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
26. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

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27. The rights and remedies of the Province under this Contract are cumulative and any one or more may be exercised.
28. The Parties may amend this Contract only by mutual written agreement signed by the parties.
29. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
30. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
31. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
32. In this Contract words in the singular include the plural and words in the plural include the singular.
33. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA, as represented by the Minister of
Municipal Affairs

TERVITA CORPORATION

Per:



Signature

Paul Whittaker

Deputy Minister, Alberta Municipal Affairs

Date

July 17/11

Per:

Signature

Print Name

Title

Date

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Schedule A
(Services)

1. Services

The Contractor will perform the following:

- a. *Assess the flood and flood-related damage to the Town of High River to determine those near-term actions required to:
 - i. *clear the Town of High River of remaining floodwater, and debris;*
 - ii. *repair or initiate any measures immediately necessary to return pre-existing municipal health and safety features to their pre-flood state;*
 - iii. *create a safer environment in the near term for the Town of High River, and those assisting its recovery efforts.**
- b. *Develop a written plan for the completion of the items described in (a) above;*
- c. *Provide a copy of the plan to, and discuss the plan at regular meetings with, the Contract Manager. The Contractor shall prioritize implementation of tasks.*
- d. *Execute plans as approved in writing by the Contract Manager.*
- e. *For any tasks or sub-tasks which will exceed the initial cost or time estimate by 10% as originally documented in the applicable plan which was approved in writing by the Contract Manager, the Contractor must get written approval from the Contract Manager to exceed such initial cost or time estimate.*

2. Services Timetable

The Contractor will perform the Services no later than the completion dates specified as follows:

Service/Deliverable	Completion Date
<i>(a) Assess the work to be performed related to the flood in the Town of High River</i>	Ongoing as issues arise.
<i>(b) Prepare and present plans for remediation</i>	Ongoing as issues arise.
<i>(c) Execute plans for remediation</i>	As specified in the applicable plans.

3. Contractor Personnel

Subject to clause 9 of the Contract, the Contractor's resources, as specified below, will perform or supervise, the Services:

Individual	Service/Project Role
<i>Cameron McLean</i>	<i>President</i>
<i>Warren Sandes</i>	<i>Technical Advisor</i>

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<i>Graham Sharpe</i>	<i>Program Director</i>
<i>Stuart Carver</i>	<i>Assistant Program Director</i>
<i>Kyle Popeniuk</i>	<i>Director of Operations</i>
<i>Jordie Howes</i>	<i>Operations Manager</i>

4. Facilities

The Contractor will provide all facilities, including, without limitation, all equipment, space, supplies and equipment necessary to complete performance of the Services.

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Schedule B
(Payment)

1. **Pricing**

Payment shall be in accordance with the rates set out in the rate sheet, attached as Schedule C.

2. **Expenses**

The Contractor's pricing in Schedule C is inclusive of all expenses and as such the Province will not be obliged to pay any additional expenses incurred by the Contractor in the performance of the Services.

Schedule C
(Rates - ATTACHED)

(THIS SHEET INTENTIONALLY LEFT BLANK)



2013

2013 - Rates (current to July 5, 2013)

Manpower - Personnel		UNIT	RATE
Safety Management Staff			
Industrial Hygienist	hr	\$	125.00
Safety Specialist/Manager	hr	\$	110.00
Certified Safety Officer	hr	\$	80.00
Project Safety Advisor	hr	\$	85.00
First Aid Attendant	hr	\$	65.00
Project Management Staff			
Contract Director	hr	\$	150.00
Senior Project Manager	hr	\$	125.00
Project Manager	hr	\$	110.00
Project Coordinator	hr	\$	80.00
CAD Technician	hr	\$	75.00
Project Administrator	hr	\$	60.00
Logistics and Supply Coordinator	hr	\$	65.00
Project Cost Control	hr	\$	65.00
Supply Chain Coordinator	hr	\$	65.00
Operations Staff			
Operations Specialist (Dewatering, Demolition, Cleaning)	hr	\$	110.00
Superintendent	hr	\$	80.00
Supervisor	hr	\$	70.00
Environmental/Waste Technician	hr	\$	80.00
Project Foreman	hr	\$	65.00
Labourer	hr	\$	45.00
Specialized/Confined Space Technician	hr	\$	68.00
Equipment Operator	hr	\$	60.00
Pick-up 1/2 or 3/4 ton Regular or Ext cab	day	\$	120.00
PPE (Level D)	man/day	\$	15.00
Subsistence - Living Out Allowance	day	\$	250.00
Third Party Markup			Cost +15%
TERMS APPLICABLE TO MANPOWER			
Rates for 8hrs/day, 40hrs/week. All additional hours at 1.5 times rate			
Minimum call out charge of 4 hours for each person on site			
Night Shift premium is 1.15x base rate			
Statutory holidays - personnel charged at 1.5x			
Overtime personnel rates apply to afterhours call outs. Afterhours is considered between 5:00			
PPE charged at man/day rate or charged at Tervita PPE supplies rate on project basis.			
In the absence of a contract or MSA, a credit card is required and will be charged at verbal rates			
Equipment - Model/Description			
Incident Response Command Unit	hr		\$85.00
HAZMAT Response Truck (Hazardous Waste Licensed)	hr		\$65.00
HAZMAT Response Trailer	hr		\$175.00
Confined Space Equipment Trailer	hr		\$575.00
3 rd Party Mobilization / Demobilization	hr		Cost +15%
EXCAVATORS			
345CL-VG CAT, 450 JDR, 450 KOM w/ reach stick & dig bucket	hr	\$	185.00
336DL CAT w/ reach stick & dig bucket	hr	\$	160.00
360 KOM w/ reach stick & dig	hr	\$	135.00
330C, 330B CAT w/ reach stick & dig bucket	hr	\$	135.00
325DL, 329D CAT, PC270 KOM, 328D,308KOM w/ reach stick & dig bucket	hr	\$	115.00
300 Hitachi w/ reach stick & dig bucket	hr	\$	115.00
324DL CAT Excavator w/ reach stick & dig bucket	hr	\$	110.00
322CL CAT w/ reach stick & dig bucket	hr	\$	100.00
220 Komatsu w/ dig bucket hr	hr	\$	95.00
320 D, 320BL CAT, 200 JDR w/ reach stick & dig bucket	hr	\$	95.00
EX 200 Hitachi w/ reach stick & dig bucket	hr	\$	90.00
315CL, 315BL CAT w/ reach stick & dig bucket	hr	\$	70.00
305CR CAT Excavator w/dig bucket	hr	\$	50.00
303.5 CAT Excavator w/ dig bucket	hr	\$	50.00
EXCAVATOR ATTACHMENTS			
Buckets			
Wrist Twist Bucket - For all Excavator Models	hr	\$	10.00
Hydraulic Thumb - For All Models	hr	\$	5.00
Allu SMH-4 - For 330 CAT	hr	\$	70.00
Allu SMH-3 - For 325 CAT	hr	\$	60.00
TX20 Trommex Bucket Screen mounted on 325 hoe	hr	\$	50.00
Ripper - All Models of Excavators	hr	\$	15.00
Rock/Ripper Bucket - For 345 CAT Excavator	hr	\$	30.00
Rock/Frost Bucket - For 325 CAT Excavator	hr	\$	20.00

PW

WBL320 - 200 Rake Bucket		hr	\$	15.00
Grapple for Excavator or Loader		hr	\$	15.00
Mixer head for 325 Excavator		hr	\$	65.00
DISC 120" Twist Chuck blade for 345 Excavator Twist		hr	\$	35.00
WMB CB84" Chuck blade for 330 Excavator		hr	\$	25.00
Compactors				
Stanley Hoe Pack - 315, 325 Excavator mounted plate tamper		hr	\$	30.00
Mini Exactor Hoe Pack - 305 Excavator mounted plate tamper		hr	\$	20.00
PHIL 325CW - Excavator compaction wheel		hr	\$	20.00
Breakers				
Stanley MB100 Hydraulic Hammer for 345 CAT 12,000 lb		hr	\$	125.00
Cat H180 Hydraulic Hammer for 330 CAT 8,500 lb		hr	\$	115.00
Stanley MB50 Hydraulic Breaker for 330 CAT 5,000 lb		hr	\$	75.00
Allied 775 CS Hydraulic Hammer for 320 or 325 CAT 3500 lb		hr	\$	65.00
NPK 16X Hydraulic Hammer for 320 or 325 CAT 5000lb		hr	\$	65.00
NPK GH10 Hydraulic Hammer for 320 or 325 CAT 4000lb		hr	\$	65.00
RAM IN15 Hydraulic Hammer		hr	\$	40.00
Hydraulic hammer for Mini Dig Excavator or Skid Steer		hr	\$	35.00
JCB HM360Q Hydraulic Hammer		hr	\$	30.00
Specialty Booms				
345 Pierce Long Reach Boom - Attaches to 345B - 14M Dig Depth		hr	\$	90.00
330 Pierce Long Reach Boom - Attaches to 330B - 12M Dig Depth		hr	\$	70.00
Set up Fee Long Reach Boom		ls	\$	2,500.00
Jewel Ultra High Reach - Attaches to 365C - 44M high reach		hr	\$	365.00
Set up Fee High Reach		ls	\$	4,600.00
Hydraulic Shears				
Labounty MSD100R - 2nd Member CAT 245/345 Shear		hr	\$	190.00
Genesis GXPP990R - 2nd member shear for 365 CAT Excavator		hr	\$	190.00
Labounty MSD2500R - 2nd Member CAT 330 Shear		hr	\$	150.00
Set up Fee Second Member Shears		ls	\$	2,500.00
Genesis GXPP660R - 3rd member Shear for 365 CAT		hr	\$	165.00
Labounty MSD2000R - 3rd Member CAT 345C Shear		hr	\$	140.00
Labounty UP45/50 Shear w/ shear jaw, plate shear jaw or concrete cracker jaw set for 345 CAT		hr	\$	140.00
Genesis GXP 400 Shear - 3rd member Shear for 345 CAT		hr	\$	150.00
Labounty UP 30 Shear w/ shear jaw, plate shear jaw, or concrete Pulitizer for 330 CAT		hr	\$	125.00
Labounty UP 20 Shear w/ shear jaw, plate shear jaw, or concrete Pulitizer for 325/322 CAT		hr	\$	100.00
Genesis LXP200 - Shear for 365 CAT Ultra Reach Boom		hr	\$	100.00
Labounty MSD7R - 2nd Member shear for mini Excavator		hr	\$	40.00
Set up Fee Second Member Shear MSD7R		ls	\$	800.00
Labounty BL80		hr	\$	50.00
Concrete Pulverizer		hr	\$	50.00
Magnets				
Ohio 65" Magnet /w hydraulic generator pac		hr	\$	50.00
Genesco 58" Magnet /w hydraulic generator pac		hr	\$	50.00
Genesco 48" Magnet /w hydraulic generator pac		hr	\$	50.00
Drill Masts				
315C CAT Drill Mast (8 hr		hr	\$	60.00
320 CAT Drill Mast (8 hr minimum)		hr	\$	60.00
325 CAT Drill Mast (8 hr minimum)		hr	\$	70.00
DOZERS - non-operated - Ripper/winch billed when utilized				
UNIT				
CAT D8R, D155 KOM		hr	\$	175.00
CAT D7R		hr	\$	150.00
CAT D7R LGP		hr	\$	160.00
CAT D7G		hr	\$	140.00
Cat D6T		hr	\$	145.00
CAT D6R LGP, D6T, D65 KOM		hr	\$	150.00
-Ripper		hr	\$	20.00
-Winch		hr	\$	15.00
CAT D6R / D6R XVW, D6T, D65 KOM		hr	\$	145.00
-Ripper		hr	\$	20.00
-Winch		hr	\$	15.00
CAT D6H LGP		hr	\$	115.00
-Ripper		hr	\$	20.00
CAT D6N LGP		hr	\$	115.00
-Ripper		hr	\$	20.00
CAT D6N, D61 KOM		hr	\$	105.00
-Ripper		hr	\$	15.00

PW

D6M LGP		hr	\$	100.00
-Ripper		hr	\$	10.00
CAT D5H		hr	\$	90.00
CAT D4H c/w 6 way blade		hr	\$	70.00
PULL SCRAPERS		UNIT		
K teck 3100		hr	\$	40.00
GRADERS - non operated		UNIT		
CAT 140 H		hr	\$	110.00
CAT 140 G Snowblade and Wing		hr	\$	25.00
LOADERS - non operated		UNIT		
CAT 966G - 6 yd3 Wheel Loader		hr	\$	110.00
Komatsu WA4705H - 6 yd3 Wheel Loader		hr	\$	110.00
John Deere 744 E - 5 yd3 Wheel Loader		hr	\$	105.00
Komatsu WA 430-6 - 6yd3 Wheel Loader		hr	\$	105.00
CAT 960 F - 5 yd3 Wheel Loader		hr	\$	105.00
Komatsu WA420-3L - 4 yd3 Wheel Loader		hr	\$	80.00
CAT 950 F - 4 yd3 Wheel Loader		hr	\$	80.00
CAT 930 G - 3 yd3 Wheel Loader		hr	\$	70.00
JDR 444J - 3yd3 Wheel Loader		hr	\$	70.00
JDR 544J - 3 yd3 Wheel Loader		hr	\$	70.00
CAT 908B - 2 yd3 Wheel Loader		hr	\$	40.00
TRACTOR/BACKHOE - non operated		UNIT		
CAT 420D - 1.25 yd3		hr	\$	50.00
COMPACTION - non operated		UNIT		
Bomag 213 - Single Drum Padfoot (vibratory)		hr	\$	80.00
Ingersol SD100 - Single Drum Padfoot (Vibratory)		hr	\$	80.00
Dynapac CA25 - Single Drum Padfoot (Vibratory)		hr	\$	80.00
CAT CP563 - Single Dum Padfoot (Vibratory)		hr	\$	80.00
815 CAT Soil Compactor		hr	\$	145.00
SKID STEERS - non operated		UNIT		
T300 Bobcat - 2500 lb capacity		hr	\$	50.00
CAT 277 - 3500 lb capacity		hr	\$	50.00
CAT 262 or CAT 268 - 2700 lb capacity		hr	\$	45.00
CAT 246B / Case 1845 - 2000 lb capacity		hr	\$	40.00
Komatsu SK 1026-5 - 2000 lb capacity		hr	\$	40.00
CASE 430 / Bobcat S205 - 2000 lb capacity		hr	\$	40.00
New Holland LS150 - 2000 lb		hr	\$	40.00
Bobcat 463 - 700 lb capacity		hr	\$	35.00
Broom Attachment		hr	\$	25.00
FORK LIFTS - non operated		UNIT		
All Terrain 4X4 Zoom Boom - 8000 lb capacity		hr	\$	50.00
OFF ROAD TRUCKS - non operated		UNIT		
Komatsu HM 350 - 2 - 35 ton capacity, 6WD articulated truck		hr	\$	145.00
CAT 730, Komatsu HM300-2 - 30 ton capacity, 6WD articulated truck		hr	\$	125.00
A25C Volvo Truck - 25 ton capacity, 6WD articulated truck		hr	\$	105.00
ON ROAD TRUCKS - non operated		UNIT		
Tandem Axle gravel truck		hr	\$	55.00
Tandem Axle gravel truck		hr	\$	65.00
Tandem Dump - Tridem Pup Trailer		hr	\$	115.00
Tandem Dump - Tri-axle Wagons		hr	\$	135.00
Tandem Dump - Quad-axle wagon		hr	\$	150.00
Tri Drive Dump - Quad-axle wagon		hr	\$	165.00
Tandem flat deck /w 5 ton picker		hr	\$	130.00
Tandem flat deck /w 10 ton picker		hr	\$	140.00
Tandem 2000 Gallon Water Truck		hr	\$	75.00
Highway Tractor Tandem Axle		hr	\$	85.00
Highway Tractor Tri Axle		hr	\$	90.00
36 Wheel lowboy (Tractor Extra)		hr	\$	65.00
32 Wheel lowboy (Tractor Extra)		hr	\$	60.00
24 Wheel lowboy (Tractor Extra)		hr	\$	55.00
20 Wheel lowboy (Tractor Extra)		hr	\$	45.00
16 Wheel lowboy (Tractor Extra)		hr	\$	40.00
12 Wheel lowboy (Tractor Extra)		hr	\$	40.00
8 Wheel lowboy (Tractor Extra)		hr	\$	35.00
Super B Flat deck /w sides for steel transport (tractor Extra)		hr	\$	60.00
1/2 or 3/4 ton Pilot Vehicle		hr	\$	16.00
Mechanic truck c/w tooling		hr	\$	65.00
Bobcat Trailer - Tandem axle 6000lb capacity (Truck extra)		hr	\$	11.00
Torch Trailer - Liquid Oxygen		hr	\$	70.00
4X4 Kawasaki Mule		day	\$	200.00
GENERATORS (Tervita Owned)		UNIT		
175kw Diesel		hr	\$	100.00
90kw Diesel		hr	\$	65.00
25kw Diesel		hr	\$	22.00
9kw Diesel Light Plants		hr	\$	16.00
6kW Kubota Diesel (Fuel Extra)		day	\$	90.00
Honda 5000 watt gas (Fuel Extra)		day	\$	75.00
Honda 3500 watt gas (Fuel Extra)		day	\$	65.00
PUMPS		UNIT		
4" Self priming trash - gas /w 20' suction & fuel (8 hrs)		day	\$	270.00
3" Self priming trash - gas /w 20' suction & fuel (8 hrs)		day	\$	230.00
3000 psi Pressure washer - Hotsey Cleaning System w/ fuel		day	\$	600.00
6" Trash Pumps (DriPrime) Diesel - Godwin or Cornel w/ 20ft suction and 50 ft Discharge (24hrs)		day	\$	1,300.00
12" Trash Pumps (DriPrime) Diesel - Godwin or Cornel w/ 20ft suction and 50 ft Discharge (24hrs)		day	\$	2,800.00
50' Discharge Hose - 3" or 4" lay flat hose		day	\$	35.00
SITE TRAILERS		UNIT		
Tandem Axle Mobile Command Center		day	\$	200.00

76

Self Contained Decon Pressure Wash Unit		day	\$	200.00
12 ft x 36 ft Decon Trailer Unit w/ shower, sinks, lockers, PPE storage (consumables, water & sewage hookup extra)		day	\$	150.00
10 ft x 40 ft Decon Trailer Unit		day	\$	150.00
Tandem Axle Safety Trailer		day	\$	125.00
12' x 40' Skid Mounted Office trailer (utilities extra)		day	\$	100.00
10' x 40' Skid Mounted Office trailer (utilities extra)		day	\$	90.00
10' x 35' Skid Mounted Office trailer (utilities extra)		day	\$	80.00
10' x 32' Skid Mounted Office trailer (utilities extra)		day	\$	70.00
10' x 25' Skid Mounted Office trailer (utilities extra)		day	\$	50.00
10' x 20' Skid Mounted Office trailer (utilities extra)		day	\$	50.00
40' Seacan		day	\$	35.00
20' Seacan		day	\$	30.00
Shale Bins - 90 m3 - 10 ft x 40 ft x 8 ft high		day	\$	450.00
Double walls Enviro Fuel storage tanks 15000 lt		day	\$	35.00
Double walls Enviro Fuel storage tanks 10,000 lt		day	\$	30.00
Double walls Enviro Fuel storage tanks 8,000 lt		day	\$	25.00
Double walls Enviro Fuel storage tanks 6,000 lt		day	\$	20.00
Double walls Enviro Fuel storage tanks 4,000 lt		day	\$	15.00

Materials

PPE

Level-A Suit		Each		\$1,400.00
Level-B Suit		Each		\$105.00
Level-C Suit		Each		\$25.00
PPE Package: Level A		Worker per Shift		\$1,600.00
PPE Package: Level B		Worker per Shift		\$235.00
PPE Package: Level B (APR)		Worker per Shift		\$180.00
PPE Package: Level C		Worker per Shift		\$110.00
Chem Tape		Each		\$43.00
Nitrile Gloves (Long) - Pair		Each		\$15.00
Nitrile Gloves (Wrist) - Box		Each		\$20.00
PVC Gloves		Each		\$6.50
Leather Gloves		Each		\$4.50
Latex Yellow Boot		Each		\$10.00
Rubber Disposal PVC, CSA		Each		\$45.00
Rubber Rental PVC, CSA		Each		\$10.00
Tingley Disposal		Each		\$150.00
Tingley Rental		Each		\$35.00

Respiratory

Full Face Respirator		Each		\$340.00
Full Face Respirator - Rental		Each		\$40.00
OV P100 Defender Cartridges (Pair)		Each		\$45.00
Self-Contained Breathing Apparatus		Each		\$160.00
Self-Contained Breathing Apparatus Bottle Rental		Each		\$65.75

Supplies

Cylinder Capping "A" Kit (Rental)		Each		\$200.00
Drum Funnel		Each		\$60.00
Barrel Harness		Each		\$130.00
Genset and Cords		Each		\$250.00
Airline (50 foot sections)		Each		\$20.00
Fire Hose (50 foot lengths)		Each		\$20.00
Fire Extinguishers		Each		\$50.00
HEPA Vacuum		Day		\$350.00
Industrial Vacuum Unit		Day		\$75.00
Bonding and Grounding kit		Each		\$200.00
Exhaust Fan		Day		\$75.00
Orange Safety Fence (50 foot roll)		Each		\$45.00
Air Gun		Day		\$100.00
Air Chisel		Day		\$100.00
Halogen Work Light Pod		Day		\$75.00
Drain Cover (black rubber)		Each		\$19.50
Epoxy Stick		Each		\$11.50

First Aid

Mobile Treatment Centre		Day		\$300.00
Safety Rescue				
Low-Angle Rescue Package (2 person set)		Day		\$350.00
Each Additional Set		Day		\$150.00
Life Jackets		Day		\$85.00

NOTE:

**** Other items/rates to be added as required****

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