

Sealed bids marked "Town of Fairview 102 Avenue Waterline Replacement and 103 Avenue Sewer Line Replacement" project will be received through the **Bids and Tenders Online Bidding System** (<https://ae-ab.bidsandtenders.ca>) **up to 2:00 PM MST local time on March 20, 2025**. Bids submitted after the Online Bidding System closing time will not be accepted by the Online Bidding System. The time as indicated by the declining time clock on the Online Bidding System shall be the official time for closing.

The 102 Avenue Waterline Replacement work involves the replacement of the existing 100 mm dia. AC watermain along 102 Avenue from 110 Street to 108 Street with a 250 mm dia. PVC DR 18 watermain via Open Cut Trenching method of installation, installation of new water services, the replacement of Manhole MH1029A, installation of a new storm manhole, two catchbasins, catchbasin leads within the 102 Avenue and 110 Street intersection,

The 103 Avenue Sewer Upgrades work involves the removal and replacement of approximately 240 m of existing sanitary sewer, removal and replacement of two existing sanitary manholes, and installation of one new sanitary manhole.

Contract Documents will be available on the Bids and Tenders Online Bidding System (<https://ae-ab.bidsandtenders.ca>) on or after **Friday, February 28, 2025**. Bidders are required to check for any updated information and addenda issued before the closing date and time at the Bids and Tenders Online Bidding System (<https://ae-ab.bidsandtenders.ca>).

Any changes to the Bid Documentation will be issued by means of written addenda and posted to the Bids and Tenders website and will form part of the Bid. No amendment of any kind to the tenderer is effective unless it is posted in a formal written addendum. Upon submitting to this Bid, Bidders will be deemed to have received notice of all addenda that have been posted and deemed to have considered the information for inclusion in the tender submitted.

Technical inquiries by bidders are to be directed to Vincent LaHaye, P.Eng. at 587-772-0673 or via email at lahayev@ae.ca.

Bids must be accompanied by the specified Bid Bond payable to the Town of Fairview.

The lowest or any bid will not necessarily be accepted.

Contact for the Owner:

Town of Fairview
Provincial Building, 10209 - 109 Street
Fairview, AB T0H 1L0
Phone: 780-835-0068
Email: publicworks@fairview.ca
Attn: Garry Leathem
Director of Public Works

Contact for the Engineer:

Associated Engineering Alberta Ltd.
Unit 204, 10301 - 112 Street
Grande Prairie, AB T8V 8H6
Phone: 587-772-0694
Email: nicolls@ae.ca
Attn: Sean Nicoll, P.Eng.
Project Manager

ADDENDUM 1
to the
CONTRACT DOCUMENTS
for
TOWN OF FAIRVIEW
102 AVENUE WATERLINE REPLACEMENT AND

March 13, 2025

To All Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for Town of Fairview 102 Avenue Waterline Replacement and as fully and completely as if the same were fully set forth therein:

ASSOCIATED ENGINEERING TECHNICAL CONTACT

The contact email address for Vincent LaHaye is updated to lahayev@ae.ca.

TENDER CLOSING EXTENSION

- The tender closing date has been extended to 4:00 PM Local Time, Thursday, March 27, 2025.
- Cut off for questions and clarifications has been extended to 4:00 PM Local Time, Monday, March 24, 2025.

QUESTIONS:

Question 1: Please confirm the size of the municipal water service at new curb stop installation.

Response 1: The municipal water service diameters and quantities are as shown in the updated bid form. Per Note 6 on Drawing C-101, contractor to confirm location and size of all water service.

CLARIFICATIONS:

Section 00 41 00 – Bid Form

- .1 Replace tender document issued bid form in its entirety with Addendum 1 bid form. The digital bids&tenders for has been updated to match the tender document update.
 - .1 Part A – 102 Avenue Waterline
 - .1 Revised item 2.3.1
 - .2 Added Part C – Roadway Base Repairs
 - .1 Add item 5.1 – Roadway base repairs;
 - .2 Add item 5.2 – 100 mm depth hot mix asphalt;

Section 01 27 00 – Measurement and Payment

Revise as below:

- .4 Section 32 12 16 – Asphalt Paving
 - .1 Surface restoration for 102 Avenue and 103 Avenue.
 - .1 Include costs in related items.
 - .2 Payment: holdback for deficient thickness and density shall be calculated based on an asphalt unit rate of \$50 per sq.m. Each core shall represent 100 meters of trench paving, (50 m on either side of the deficient core). Recores, shall be at the expense of the contractor and accordance with the specification.
 - .2 Roadway Base Repairs.
 - .1 Measurement: Field measurement per cubic meter based on length, width, and depth of excavation measured from the top of asphalt surface as directed by the Engineer.
 - .2 Payment: Unit bid price per cubic meter.
 - .3 Scope of work: Sawcut, breakout, remove and dispose of asphalt, remove and dispose of granular base course and unsuitable subgrade, compact subgrade, supply, place and compact granular base course to within 100 mm of finished grade.
 - .4 Contractor to assume existing asphalt thickness 150 mm.
 - .5 Quantity is based on 5 repair locations with dimensions LxWxD of 5 m x 10 m x 0.4 m.
 - .3 100 mm depth hot mix asphalt.
 - .1 Measurement: Field measurement per square meter based on length, width, of the top of asphalt surface as directed by the Engineer.
 - .2 Payment: Unit bid price per square meter.
 - .3 Scope of work: Sawcut existing asphalt to provide clean vertical edges for tie-ins, tack coat and prime coat, supply and place hot mix asphalt, and compaction.
 - .4 Locations to be confirmed in the field. Contractor to assume 5 locations with approximate dimensions of 5 m x 10 m.

- .5 Martial density not meeting a minimum of 97% shall be removed and replaced. Each repair will be assessed individually.
- .6 Warranty does not apply to this item

All Bidders shall acknowledge receipt and acceptance of this Addendum as required within the Bids and Tenders electronic bid process. Bids submitted without acknowledgement of receipt of this Addendum on the Bids and Tenders electronic bid process may be considered incomplete.

Yours truly,
Associated Engineering Alberta Ltd.



Vincent LaHaye, P.Eng.
Project Manager

Bidder

Signature

Appended hereto and part of this Addendum:

- Section 00 41 00

102 Avenue Waterline Replacement and 103 Avenue Sewer Line Replacement

TO: Garry Leathem
Town of Fairview
Provincial Building, 10209 - 109 Street
Fairview, AB T0H 1L0

The undersigned Bidder, having carefully examined the Contract Documents and locality of the proposed Work, and having full knowledge of the Work required and the Materials to be furnished and used, hereby agrees to provide all necessary materials, supervision, labour and equipment and perform and complete all Work, and fulfill everything as set forth and in strict accordance with the Contract Documents and Addenda numbered ¹ ___ for the prices stated in the Schedule of Quantities.

TOTAL BID: (excluding GST)

² \$

Goods and Services Tax:

² \$

TOTAL BID (including GST)

² \$

¹ Bidder to fill in each Addendum No. received, e.g., 1, 2, 3, etc. as applicable.

² To be completed by Bidder.

The undersigned also agrees:

1. that Owner is in no way obligated to accept this bid;
2. that Owner may, at Owner's discretion, award to other than the low Bidder;
3. that, if the Bid Form is improperly completed or incomplete, Owner shall have the right to disqualify and/or reject this bid;
4. that this bid is made without knowledge of the bid prices to be submitted for this Work by any other company, firm, or Person;
5. that this bid is made without any connection or arrangement with any other company, firm, or Person submitting a bid for this Work;
6. that this bid is made without any undisclosed connection or arrangement with any other company, firm, or Person having an interest in this bid or in the proposed Contract;
7. that this bid is irrevocable for 60 days after the closing date for receipt of bids and that the Owner may, at any time within such period, accept this bid whether any other bid has previously been accepted or not and whether Notice of Award of a contract has been given or not;
8. to deposit with Owner a Performance Bond and Labour and Material Payment Bond on the forms provided in these documents and for the amount specified in the General Conditions and the specified insurance endorsement certificates and execute the Contract Agreement in accordance with the time periods specified in the General Conditions, such time periods being extended only on the written approval of Owner;
9. to commence and proceed actively with the Work promptly following receipt of the Notice to Proceed, and to complete all Work under the Contract within the Contract Time subject to the provisions of the General Conditions for extension of Contract Time;
10. to compensate Owner in accordance with the Contract Documents if the Work is not completed within the Contract Time;
11. to do all extra Work not reasonably inferable from the Specifications or Drawings, but called for in writing by Engineer and to accept as full compensation therefor payment in accordance with the provisions of the General Conditions;
12. that estimates of quantities shown in the Bid Form serve only to provide a basis for comparing bids and that no representations have been made by either Owner or Engineer that the actual quantities will even approximately correspond therewith, and further, that Owner has the right to increase or decrease the quantities in any or all items and to eliminate items entirely from the Work;
13. that payment for the Work done will be made on the basis of the quantities measured by Engineer and at the prices shown in the Bid Form which shall be compensation in full for the Work done under the terms of the Contract, exclusive of GST payable by Owner; and
14. that, in preparing this bid, the Bidder has drawn their own conclusions from the data contained in the geotechnical report and has not relied on the opinions or the recommendations of the authors of the geotechnical report.

SCHEDULE OF QUANTITIES AND PRICES

The following are our prices, exclusive of GST payable by the Owner, for the cost of Work for each item as outlined in the respective payment clauses in the Specifications.

Item	Description	Unit	Quantity	Unit Price	Extension
1	GENERAL REQUIREMENTS				
1.1	Mobilization and Demobilization	LS	1	\$	\$
1.2	Material Testing: Contractor to add the Provisional Sum Value of \$20,500 to the electronic bid form for this line.	PS	1	\$20,500.00	\$20,500.00
1.3	Survey Layout	LS	1	\$	\$
TOTAL 1.0 – GENERAL REQUIREMENTS					\$
PART A – 102 AVENUE WATERLINE					
WATERMAIN INFRASTRUCTURE					
2	WATERMAIN				
2.1	Supply & Install 250 mm PVC DR 18 Watermain via Vertical Trenching c/w surface restoration.				
2.1.1	Asphalt restoration	m	175	\$	\$
2.1.2	Gravel restoration	m	150		
2.2	Supply & Install Hydrants, lead, and valve c/w surface restoration.	ea.	3	\$	\$
2.3	Remove & Replace water services c/w surface restoration.				
2.3.1	19 mm Copper.	ea.	6	\$	\$
2.3.2	25 mm Copper.	ea.	1	\$	\$
2.3.3	50 mm Copper.	ea.	1	\$	\$
2.4	Supply & Install water services c/w surface restoration.				
2.4.1	100 mm PVC.	ea.	1	\$	\$
2.4.2	150 mm PVC.	ea.	1	\$	\$
2.5	Install 250 mm Gate Valve c/w surface restoration.	ea.	3	\$	\$
2.6	Tie-in to Existing AC Watermain c/w with surface restoration.				
2.6.1	110 Street Tie -in Connection (Detail 1).	LS	1	\$	\$
2.6.2	108 Street Tie-In Connection (Detail 2).	LS	1	\$	\$
2.7	Abandon Existing Watermain in place c/w surface restoration.	m	325	\$	\$

Item	Description	Unit	Quantity	Unit Price	Extension
2.8	Watermain Testing and Commissioning.	LS	1	\$	\$
TOTAL 2.0 - WATERMAIN INFRASTRUCTURE					\$
STORM INFRASTRUCTURE					
3	STORM MANHOLES				
3.1	Remove & Dispose existing manhole, abandon existing CB leads in place, and install new 1200 mm Dia. manhole c/w, 375 mm PVC storm sewer, all connections and surface restoration.	LS	1	\$	\$
3.2	Supply & Install 1200 mm Dia. MH on existing main c/w F-80 F&C and surface restoration.	LS	1	\$	\$
3.3	Remove existing catchbasins and replace with 900 mm Dia. catchbasins c/w F-51 F&C, final grade adjustment, and surface restoration.	ea.	2	\$	\$
3.4	Supply & Install 300 mm catchbasin leads c/w surface restoration.	m	24	\$	\$
TOTAL 3.0 - STORM INFRASTRUCTURE					\$
PART B – 103 AVENUE SEWER UPGRADES					
SANITARY SEWER					
4	SANITARY				
4.1	Remove & Replace existing Sanitary Sewer with 200 mm Dia. DR 35 PVC Pipe c/w surface restoration	m	240	\$	\$
4.2	Remove & Dispose of Existing Sanitary Manhole	ea.	2	\$	\$
4.3	Supply and Install Sanitary Manhole, c/w NF-80 Frame & Cover & surface restoration	ea.	3	\$	\$
4.4	Reconnect Sanitary Services c/w surface restoration	ea.	8	\$	\$
4.5	Remove and replace existing sanitary service c/w surface restoration (subject to deletion)	ea.	1	\$	\$
TOTAL 4.0 – SANITARY SEWER					\$
PART C – ROADWAY BASE REPAIRS					
ROADWAY BASE REPAIRS					
5	GENERAL REQUIREMENTS				
5.1	Roadway base repairs	m ³	100	\$	\$
5.2	100 mm depth hot mix asphalt	m ²	250	\$	\$
TOTAL 5.0 – ROADWAY BASE REPAIRS					\$

BID SUMMARY

TOTAL 1.0 - GENERAL REQUIREMENTS	\$
TOTAL – PART A	\$
TOTAL – PART B	\$
TOTAL – PART C	\$
TOTAL BID: (excluding GST)	\$
Goods and Services Tax:	\$

SUPPLEMENTS TO BID FORM

The following Supplements to Bid Form are included with and form a part of our Bid. We understand that the information provided on these forms will be used by the Owner during Bid analysis.

Document 00 43 14 - Consent of Surety Company
Document 00 43 24 - Bid Bond
Document 00 43 25 - Substitution List
Document 00 43 36 - Proposed Subcontractors Form
Document 00 43 43 - Force Account Rates
Document 00 45 13 - Bidder's Qualifications
Document 00 62 16 - Certificate of Insurance
Valid Certificate of Recognition (COR) – Alberta
Valid WCB Clearance Letter

The following Supplements to Bid Form are not being submitted with our bid. These forms will be completed and submitted upon request and be provided upon 72 hours upon request. We understand that the information provided on this form may be used by the Owner during bid analysis.

00 43 83 - Construction Schedule

This bid is executed under seal at _____ this _____ day of _____, 2024.

Name of Firm

Address

City/Prov/PC

Email Address

For Individual or Partnership:

SIGNED, SEALED AND DELIVERED by:

Bidder (please print)

Signature

in the presence of:

Name

Address

City/Province/PC

Occupation

Seal

Title

For Limited Company or Corporation:

The Corporate Seal of:

Bidder (please print)

was hereunto affixed in the presence of:

Authorized Signing Officer

Title

Seal

Authorized Signing Officer

Title

NOTE: If the bid is by joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

ADDENDUM 2
to the
CONTRACT DOCUMENTS
for
TOWN OF FAIRVIEW
102 AVENUE WATERLINE REPLACEMENT AND

To All Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for Town of Fairview 102 Avenue Waterline Replacement and as fully and completely as if the same were fully set forth therein:

QUESTIONS:

Question 2: Your Schedule of Quantities in your Specifications is very different from the online Bids and tenders Schedule of Quantities and Prices. Very view lines match. There are repeated lines for General Conditions. Please review , revise and advise a common layout in the Specifications version and Bids and Tenders on-line version.

Response 2: Bids and Tenders imposes format requirements, hence the visual difference. All information is present online.

Question 3: 103 Ave- Does the city own/operate the water/sewer infrastructure? It mentions that the location of existing sanitary services & water services are unknown. Can you locate the services based on service valves/CC's.

Response 3: The Town owns and operates water/sewer infrastructure. Location information is provided in the drawing notes.

Question 4: Can the town of Fairview provide a laydown area/ dirt stockpile site near the jobsite?

Response 4: The Town will provide limited laydown area at the lagoon.

Question 5: Section 01 55 26- Traffic Regulation Item 1.5-Operational Requirements- .1 Maintain minimum single lane two way traffic under flagperson control along 110 St, 109 St and 108 St. .2 maintain two way traffic along 102 Avenue and along 103 Avenue between 110 St and 109 St during watermain installation. Temporary closure permitted during installation of water services. Will the town allow- full closure of 102 Ave between 110 St and 109St during waterline repair to allow dirt to be stockpiled onsite saving on hauling costs? Work zone would be fenced to protect pedestrian walkways. Traffic would be maintained North/Southbound on 110 St and 109St.

Response 5: Alternative traffic accommodation can be submitted at times of implementation subject to council approval.

Question 6: Can approximate sanitary flow data be provided to aid in Bypass pumping requirements.

Response 6: No flow data exists. Peak design flow is 3.5 L/s.

Question 7: Drawing C-101 at 110 St- there are 2 hot tap valves shown on the north and south limit of existing waterline running along 110 St. Are these to be insertion valves into existing 200mm AC waterline? Please clarify the intent here.

Response 7: The intent of two proposed valves on the AC waterline is to provide isolation of the area.

Question 8: Do you have access to exiting waterline plans that show waterline north, south and west of the 102 Ave & 110 St intersection?

Response 8: Information from the Town's GIS can be provided to successful proponent.

Question 9: Existing 200mm VC clay tile pipe is approx 3.5 m from new waterline alignment. Do you have CCTV of existing condition. There are multiple water service crossings under it. In your opinion will it be able to withstand vibratory compaction in proximity to it?

Response 9: Refer to geotechnical report for existing ground conditions.

Question 10: When Water services cross existing sanitary line, do we need to fillcrete above and below existing clay tile line as per drawing C-501 Typical Detail 5.

Response 10: Answer provided in typical drawing details.

Question 11: Section 33 31 11 Sanitary Sewer 3.7 Service Connections- "100mm & 125mm diameter sewers ". Drawing C101 indicates 150mm Sanitary Sewer Services. Please clarify desired size.

Response 11: Change Section 33 31 11 Sanitary Sewer 3.7 Service Connections to read, "100mm & 150mm diameter sewers"

Question 12: Are Pigs required for flushing of waterline or are alternative methods acceptable?

Response 12: Yes, refer to specifications.

Question 13: Can you please provide surface details on type of trees required for boulevard repair on 102 Ave between 109 ST and 108 St.

Response 13: Town will address the removal of trees. Contractor not required to replace.

Question 14: "request an extension of tender submission deadline" We would like to ask for an extension to the current closing date by one week. In order to put together the best possible pricing and ensure that we meet all your requirements, we would appreciate a little more time.

Response 14: The tender closing date has been extended to 4:00 PM Local Time, Thursday, March 27, 2025.

Question 15: 103 Ave existing asphalt conditions are poor. Site inspection 03/06/2025 shows repaired area on west limit of site that is all GBC to surface with no ACP. Tying new ACP into this is unlikely to hold until the maintenance period expires. Geo report indicates 1.5-2.5% trench settlement, which will cause differential movement between old and new ACP.

Response 15: Asphalt is temporary in these locations as the Town has plans to re-pave in the future. No changes to spec required, work is to be intended to be operational for a few seasons prior to re-paving.

Question 16: Item 2.1.2 Gravel Restoration (150m) • To be used approximately from 109th Street to 108th Street. • The water line is proposed to be installed in the existing boulevard, requiring surface restoration of 150mm granular material as per Note 10 and Detail 6 of the drawings. Please confirm if the contractor is to replace landscaping back to its current state, including topsoil, sod, and trees.

Response 16: Contractor is to follow Item 2.1.2 gravel restoration for area that requires it. This would not include topsoil, sod, and trees.

Question 17: I see the Addendum#1 was issued. It did not address the quantity errors and item description in the Schedule of Quantities and Pricing. The Schedule of Quantities and Pricing is have all of the errors and does not match the Schedule of Quantities shown in Bid & Tenders bid submission section.

Response 17: Bids and Tenders imposes format requirements, hence the visual difference. All information is present online.

Question 18: Are there any concrete curb and sidewalk work to be done?

Response 18: Any concrete or sidewalk repair is incidental to the contract.

Question 19: Can you please detail the number and type of exist trees that you would like replaced on 102 Ave east of 109 St?

Response 19: Town will address the removal of trees. Contractor not required to replace.

Question 20: Do we need to repair thermoplastic at the intersection of 102 Ave and 110 St? The drawings for 103 Ave indicates thermoplastic replacement, but 102 Ave does not.

Response 20: No

Question 21: Can you please confirm that Biditem # 5.1 & 5.2 (Schedule C- Roadway Base Repairs) quantities are only for 103 Ave. There is 250m2 of ACP repairs which is an approx. 1m wide patch. If the contractor requires more ACP to be removed and replaced will the quantity grow, or is it fixed at 250m2 and treated more like a “LS”?

Response 21: Approximate patch locations are as follows:

Location	Along	Between	Number of Patches Per Section	Estimated Size of Each Patch	Area (m2)
1	110 Street	103 Ave and 104 Ave	3 Patches within section	3m by 8m	72
2	110 Street	102 Ave and 103 Ave	2 Patches within section	3m by 8m	48
3	108 Ave	113 Street and 114 Street	1 Patch	3m by 7m	21
4	105 Ave	112 Street and 113 Street	1 Patch	3m by 7m	21
5	116 Street	105 Ave and 103 Ave	1 Patch	3m by 7m	21
6	107 Ave	105 Ave and 104 Ave	1 Patch	3m by 7m	21
7	101 Ave	109 Street and 110 Street	1 Patch	3m by 7m	21
8	106 Ave	103 Street and 102 Street	1 Patch	3m by 7m	21
					246

The total pavement amount is estimated at 250 m². Final quantities to be determined in the field.

Question 22: The curb & gutter is separated from the sidewalk on 103 Ave west of 110 St. If it comes apart during construction is it ok to repour curb only and dowel into sidewalk?

Response 22: This is acceptable.

Question 23: Biditem 3.1 says “ abandon existing CB leads in place”. Does this require the abandoned leads to be filled with grout similar to the abandoned waterline, or can they be abandoned in place without filling?

Response 23: Abandon leads needed to be grouted. To be included in bid item.

Question 24: For Manhole # 6 on 103 Ave, it says “tie into existing manhole, remove and replace F-80 frame and cover”. Which bid item is the tie in and reconnection being paid under? Can the existing F80 be salvaged and reused, or is it to be replaced with a new F80?

Response 24: See Section 4 of Schedule of Quantities.

Question 25: Can the surface repairs have separate bid items rather than incidental to the underground repairs for waterline & Sewer?

Response 25: No

Question 26: For the water main installation on 102 ave from 108 st to 109st - there are about 20 trees to be removed, are they to be replaced if so please state what is expected.

Response 26: Town will address the removal of trees. Contractor not required to replace.

Question 27: Does the town the town have a place for asphalt, concrete, surplus dirt, Hydro vac material

Response 27: The Town will provide limited laydown area at the lagoon. Waste Material are to be disposed of at an approved location the Town does not accept this type material.

Question 28: Can a water main plan for the area be provided; for temporary water plans?

Response 28: Information from the Town’s GIS can be provided to successful proponent.

Question 29: Is broadcast seeding acceptable for grass reclamation?

Response 29: This is acceptable

Question 30: The Contract requires hymax grip couplers for the AC tie ins, Hymax will not warranty the use or recommend their couplers for use on AC pipe. The only restrained coupler that is warranted for use on AC pipe is the WAGA couplers. The reason for this is WAGA couplers is very dependent on the class of AC pipe. Only Class 100-200 will work with these couplers if the town used Class 250 then the couplers will not fit, and a non restrained coupler will need to be used. Please advise what couplers you'd prefer we use for this project.

Response 30: Hymax is an acceptable product, contactor may propose alternatives as per the contract.

CLARIFICATIONS

Revise - Per the update in response to Question 11 shown above, revise Section 33 31 11 Sanitary Sewer, Item 3.7 Service connections as follows:

Item 3.7 “100 mm & 125 mm diameter sewers”, should be revised to “100 mm & 150 mm diameter sewers”

All Bidders shall acknowledge receipt and acceptance of this Addendum as required within the Bids and Tenders electronic bid process. Bids submitted without acknowledgement of receipt of this Addendum on the Bids and Tenders electronic bid process may be considered incomplete.

Yours truly,
Associated Engineering Alberta Ltd.



Vincent LaHaye, P.Eng.
Civil Engineer

Receipt acknowledged and conditions agreed to this ____ day of _____, 20__.

Bidder

Signature

ADDENDUM 3
to the
CONTRACT DOCUMENTS
for
TOWN OF FAIRVIEW
102 AVENUE WATERLINE REPLACEMENT AND
103 AVENUE SEWER LINE REPLACEMENT

March 26, 2025

To All Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for Town of Fairview 102 Avenue Waterline Replacement and 103 Avenue Sewer Line Replacement as fully and completely as if the same were fully set forth therein:

TENDER CLOSING EXTENSION

- The tender closing date has been extended to 2:00 PM Local Time, Wednesday, April 2, 2025.

APPENDIX C – CROSSING AGREEMENTS

- **Add in entirety – Appendix C – Crossing Agreements (Addendum 3 Issued)**

Note:

Fully executed crossing agreements with Bell and Canadian Fiber Optics are enclosed. Executed agreements with ATCO and Telus will be provided to the successful bidder prior to the start of construction.

All Bidders shall acknowledge receipt and acceptance of this Addendum by signing in the space provided and submitting the signed signature page of the Addendum to the Engineer at any time prior to Bid Closing Time. Submission of the signature page in hard copy, via fax or via email is acceptable. Bids submitted without acknowledgement of receipt of this Addendum may be considered incomplete.

All Bidders shall acknowledge receipt and acceptance of this Addendum as required within the Bids and Tenders electronic bid process. Bids submitted without acknowledgement of receipt of this Addendum on the Bids and Tenders electronic bid process may be considered incomplete.

Yours truly,
Associated Engineering Alberta Ltd.



Vincent LaHaye, P.Eng.
Project Manager

Receipt acknowledged and conditions agreed to this ____ day of _____, 20__.

Bidder

Signature

Appended hereto and part of this Addendum:

- **Appendix C – Crossing Agreements (Addendum 3 Issued)**

APPENDIX C – CROSSING AGREEMENTS – ADDENDUM 3 ISSUED

Fully executed crossing agreements with Bell and Canadian Fiber Optics are enclosed.

Executed agreements with ATCO and Telus will be provided to the successful bidder prior to the start of construction.



CROSSING AND PROXIMITY NOTIFICATION

Bell Canada Tracking #: **CX2025AB006**
Reference/Project No.: 2024-3950-02

THIS Notification is made effective as of the 19th day of February 2025.

BETWEEN:

BELL CANADA ("Grantor")

and

TOWN OF FAIRVIEW ("Grantee")

LOCATION AND NOTICES

(a) **Location of Crossing/Proximity Area (Legal Description)**
Crossing / Proximity across 103rd Avenue at 109th Street and west of 110th Street in Fairview, AB within Legal Land: NW-34-81-03-W6M "as per attached drawings"

(b) **Notices:**

Grantor's Corporate Office

Bell Canada
1, Carrefour Alexander Graham Bell
Aile A, Étage 8
Verdun, QC H3E 3B3
Contact: Bell/Axia Screening Center
Email: bellwest.screening@bell.ca
Phone: (888) 538-4187


Grantee's Corporate Office


Town of Fairview
Provincial Building
10209 – 109 Street
Fairview, AB. T0H 1L0
Contact: Garry Leathem
Ph.: (780) 835-0068
Email: publicworks@fairview.ca

IN WITNESS WHEREOF the parties have caused this notification to be duly executed.

BELL CANADA
("Grantor")

TOWN OF FAIRVIEW
("Grantee")

Per: 
Name: David Lynn
Title: Specialist, Network Provisioning

Per: 
Name: Garry Leathem
Title: Director Of Public Works & Utilities

BELL CONSTRUCTION REQUIREMENTS

Section A - Requirements

- 1) The use of this Crossing Agreement will expire 2 years from the effective date of this agreement. If after 2 years the project is not complete, please email bellwest.screening@bell.ca to request an extension.
- 2) The Grantee shall submit a ticket to Alberta One-Call Corporation to locate the Grantor's Facilities. The Grantee shall allow a minimum of five (5) full working days for a site locate, or clearance to expose facilities using documents provided by the Grantor.
- 3) The Grantee must call the Bell Canada Damage Prevention Centre at 1-888-538-4187 at least 48 hours (excluding Saturdays, Sundays and Statutory Holidays) prior to digging/covering Grantor's Facility, whereby the Grantee must inquire about a Fibre Watch during excavation.
- 4) No mechanical excavation/drilling/reaming shall commence within:
 - (a) Two (2.0) meters of the Grantor's facilities without the facilities having been exposed and visually confirmed by the machine operator(s). Grantee shall fully expose Grantor's facility by hand digging or hydro excavation.
 - (b) One (1.0) meter of either side of any existing Grantor facility unless otherwise agreed to by the Grantor's representative.
- 5) Before proceeding to excavate within five (5.0) metres of the crossing area, the Grantee shall fully expose Grantor's facility by hand digging or hydro excavation. Grantee shall not use or permit the use of excavating machinery within one (1.0) metre of either side of any existing Grantor facility unless otherwise agreed to by the Grantor's representative.
- 6) The Grantor's Facility may not be exposed overnight. Prior to leaving the site for the night, any exposed facilities must be backfilled or covered with steel plates/steel fencing or any fencing determined acceptable by a Bell field representative. Any extenuating circumstances need to be reviewed with the Grantor's representative and construction agreed to in advance of the work.
- 7) The Grantee shall have Primary Locate Sheet and Auxiliary Locate Sheet(s) or clearance to expose facilities with other documents provided by the Grantor, and this notification available at the Crossing/Proximity Area.
- 8) Grantor's representative may be on site to witness the drill or reaming head pass the Bell utility and record details. In the event that the drill or reaming is within 1.2 meters or less below the Bell utility: drill or reaming head design alignment will be exposed two (2.0) meters either side of the utility to expose the drill or reaming passing thru.
- 9) The Grantee shall ensure the protection of the Grantor's Facility shall meet or exceed the Grantor's protection specifications in place prior to the excavation.
- 10) The Grantee shall not reduce the depth of the soil covering the Grantor's Facilities.
- 11) Grantee shall carry out all work in the crossing area in a proper and diligent manner in accordance with good engineering and construction practices.

- 12) When performing work, the Grantee shall comply with any additional conditions and protection requirements as directed by the Grantor's representative for the purpose of protecting its facilities. Grantor may withhold approval to cross if, in its reasonable opinion, determines that the excavation cannot be done safely.
- 13) The Grantee shall, where applicable, maintain:
 - (a) Suitable locate markers indicating the location of Grantor's facility in the crossing area during the performance of the work
 - (b) Suitable signs, warning tapes indicating the location and direction of the Grantor's facility
- 14) Where necessary, Grantee shall support Grantor's facility as required or as directed by Grantor while any work is being carried out. If the Grantee is required to build a support structure to protect Grantor's facility, the Grantee shall provide Grantor with plans for the structure.
- 15) The Grantee shall ensure that no damage occurs to existing facilities while the work is being performed, including damage, which may result from the use of heavy work equipment in the crossing/proximity area.
- 16) In the event that Grantor's facility suffers contact damage or other damage as a result of Grantee's work, Grantor shall be notified, and its repair shall be carried out as directed by Grantor at the Grantee's cost.
- 17) The Grantee must contact Grantor prior to re-entering the crossing area to carry out repairs on, or removal of its facilities.

Section B - Fiber Optic Cables

- 1) The Grantee shall maintain a minimum of 0.3 meters of vertical separation, and 0.9 Meters of horizontal separation between the Grantor's and Grantee's Facilities.

Section C - Position of Facilities

- 1) The Grantor's field representative shall determine the position of the Grantee's facility in the crossing area at the time of installation.
- 2) The Grantee shall ensure that Grantor and Grantee's facilities cross as closely as is practical to a ninety-degree (90°) angle.
- 3) The Grantee shall comply with any additional conditions as directed by the Grantor's representative for the purpose of protecting fibre optic cables.

Section D - Backfilling

- 1) The Grantor's representative prior to and during backfilling must inspect all Grantor facilities.
- 2) Grantee shall maintain a depth of cover from the existing grade to the Grantor's facility at a minimum of 1.0 meters for the duration of the crossing operation and at project completion. Any requirements to reduce the cover during the construction shall be discussed with the Grantor's field representative to ensure the site is secured.
- 3) Compaction of first lift 0.3m of 19mm crushed aggregate or suitable native material with no organic material or sharp stone. No rocks larger than 50mm will be used for backfill of remaining lifts.

- 4) Where crossings occur in public rights-of-way, all disturbed soil must be compacted to the satisfaction of the local authority.
- 5) The Grantee shall restore the surface of the crossing area as closely as is practical to the original condition.

Section E - Hydrovac Requirements

- 1) Hydrovac excavation is the preferred method to expose Bell facilities. The Grantee shall support the following guidelines:
 - (a) Water temperature shall not exceed 45 C when using a pressure of 2500 PSI or greater;
 - (b) 3000 PSI maximum when using spinning or rotating nozzles;
 - (c) 2500 PSI maximum when using a straight jet nozzle. The Wand must never remain motionless;
 - (d) 1500 PSI maximum when more than 45cm below surface; and
 - (e) Maintain a min distance of 0.2m between the end of the nozzle and the Bell facility.

Section F - Temporary Equipment Crossing

- 1) A temporary equipment crossing is permitted where:
 - (a) There will be no digging of any kind within the crossing area;
 - (b) There will be a vehicle weight limit of no more than $\frac{3}{4}$ tons (if a vehicle or equipment is over this weight a Crossing / Proximity Agreement will be created);
 - (c) A berm or snow/ice bridge is created over the crossing area; and
 - (d) Swamp mats are used to distribute the weight of any crossings.



Axia FibreNet fiber within 32mm HDPE duct.

Axia FibreNet fiber within 32mm HDPE duct.

Bell fiber within 32mm HDPE duct.

Proposed crossing/proximity location approx.

Proposed proximity/crossing location approx.

The information contained herein is Bell/Axia Confidential and may not be used or disclosed without express written permission from Bell/Axia. 2025-02-19T14:56:21.43Z

104 Ave

104 Ave

104 Ave

103 Ave

103 Ave

110 St

109 St

110 St

109 St

Bud Runners Cannabis

Royal Canadian Legion Branch 84

Gladiator Automation Corporation

Fairview Curling Club

Fairview Pizza & Donair Pizza

Fairview Fire Hall

Lancaster Place

Fairview Arena

Servus Credit Union - Fairview

Royal LePage - Mighty Peace Realty

New To You Thrift Market Discount store

Fairview outdoor Ice-rink

Hemstock Park

NW-34-81-3-W6

Rexall Drug store

Liquor store

Fairview Public Library

Shorty's Pet Supplies Ltd Pet supply store

Provincial Court - Fairview

Town Of Fairview

Canada Post

RBC Royal Bank

The Old Bistro Coffee store





**Associated
Engineering**

*GLOBAL PERSPECTIVE.
LOCAL FOCUS.*

Associated Engineering Alberta Ltd.
500, 9888 Jasper Avenue NW
Edmonton, AB T5J 5C6 Canada
www.ae.ca

February 12, 2025
Reference/Project No.: 2024-3950-02

TEL: 780.451.7666

Bell Alta
bw.crossing_agreements@bell.ca
bellwest.screening@bell.ca

Re: REQUEST FOR CROSSING AGREEMENT

To Whom It May Concern:

On behalf of the Town of Fairview, Associated Engineering is requesting a crossing agreement with Bell Alta to cross your line at one location for the replacement of an existing sanitary line.

1 PROJECT DETAILS

The project will undertake the replacement of approximately 240 m of existing 200 mm sanitary line. The project extents are from 109th street, to 70 metres west of 110th street which is located in an alleyway running north and south, along 103rd avenue. The project is located in NW-34-81-W6.

Please note the following details:

- The proposed sanitary replacement crosses an existing Bell Alta line at one location on 103rd avenue. The crossing location is located along the west alleyway adjacent and running parallel to 110th street.
- At the location where the sanitary line is proposed to cross the existing line, the proposed method of replacement is vertical trench excavation.
- The depth of trench excavation will be approximately 3.3 metres at the Bell Alta line crossing.
- Attached is the as-built information sent by Bell Alta and the corresponding Alberta One Call.
- The following picture attached is the proposed location, where construction is planned to take place:

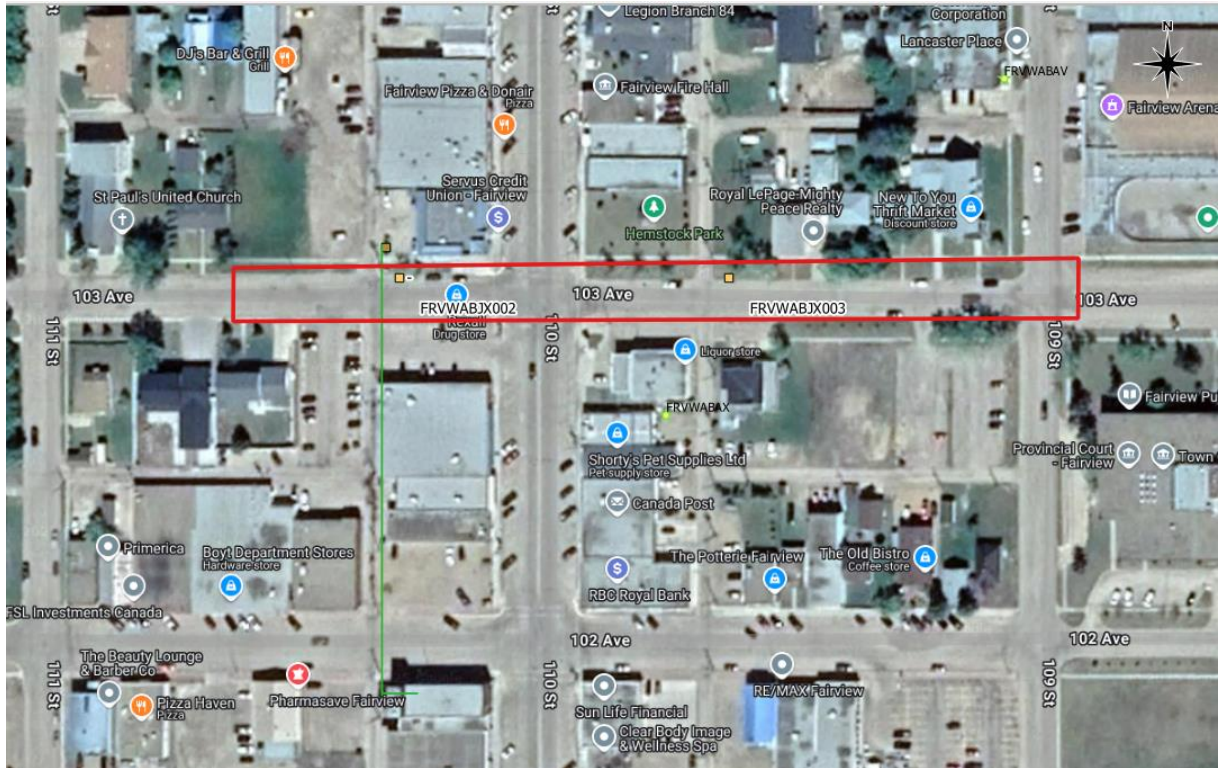


\\media\Data\Working\Gpr\2021-3957-02\Incoming_Data\Crossing Agreements\SUBMISSION REQUIRED\BELLALTA AND BELLSI

ALTA\Ltr_Bell_Alta_Crossing_Agreement_Request.Docx



Platinum
member



Please confirm:

- All requirements while crossing the Bell Alta Line.
- The depth of Bell Alta line at the proposed crossing location.

2 PROJECT SCHEDULE

Construction is estimated to take 4-8 weeks and commence early May 2025.

3 CONTACT INFORMATION

Project Owner:

Town of Fairview
Provincial Building, 10209 – 109 Street
Fairview, AB T0H 1L0

Contact:

Garry Leathem
Phone: 780-835-0068
Email: publicworks@fairview.ca

Client Representative:

Associated Engineering

Contact:

Sully Chaudhry, Engineer-in-Training



Platinum member



Associated
Engineering

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LOCAL FOCUS.

February 12, 2025

Page 3

500, 9888 Jasper Ave NW
Edmonton, AB T5J 5C6

Phone: 587-771-3031
Email: chaudhrys@ae.ca

4 CLOSURE

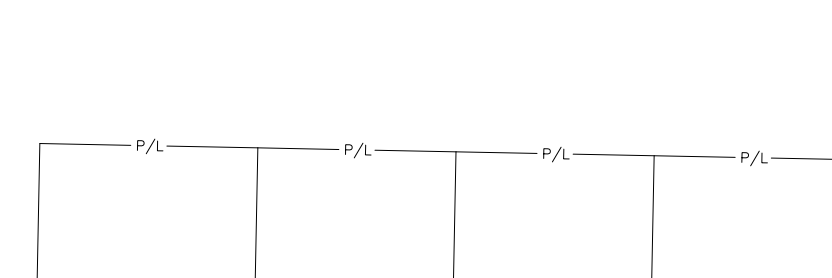
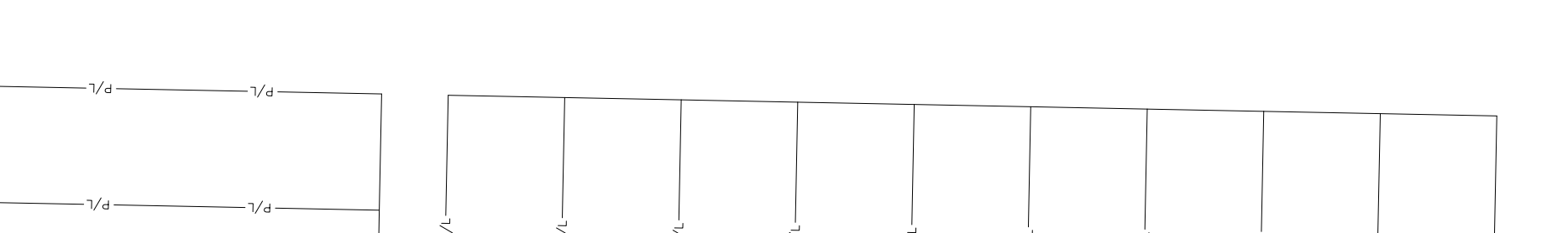
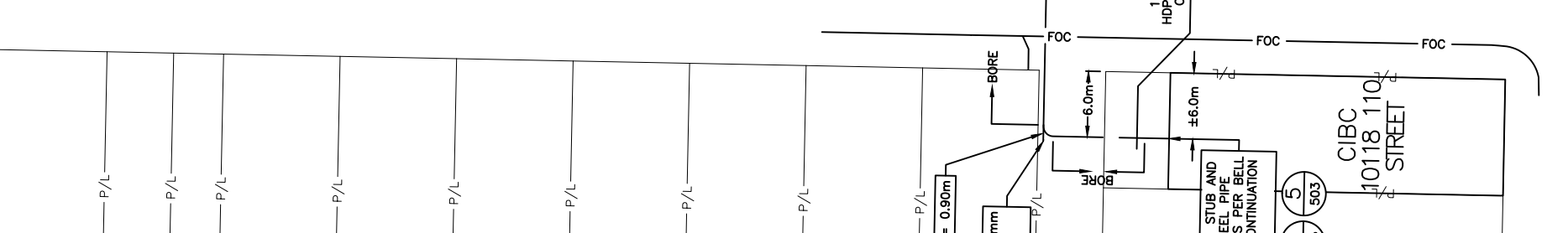
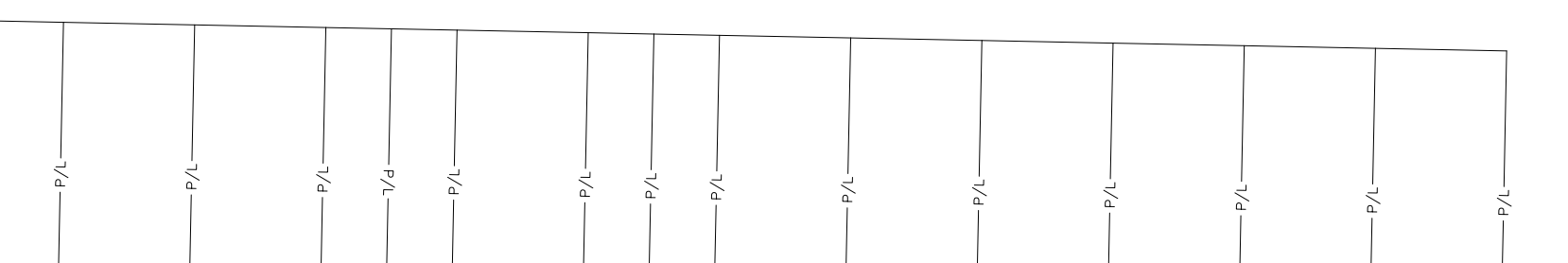
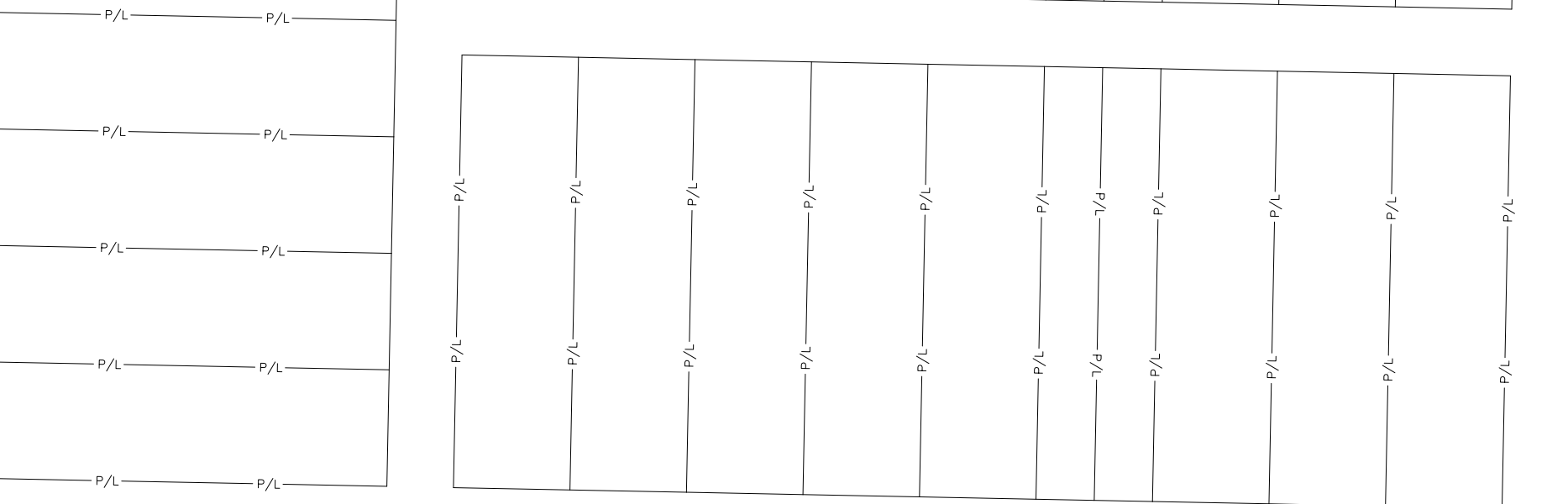
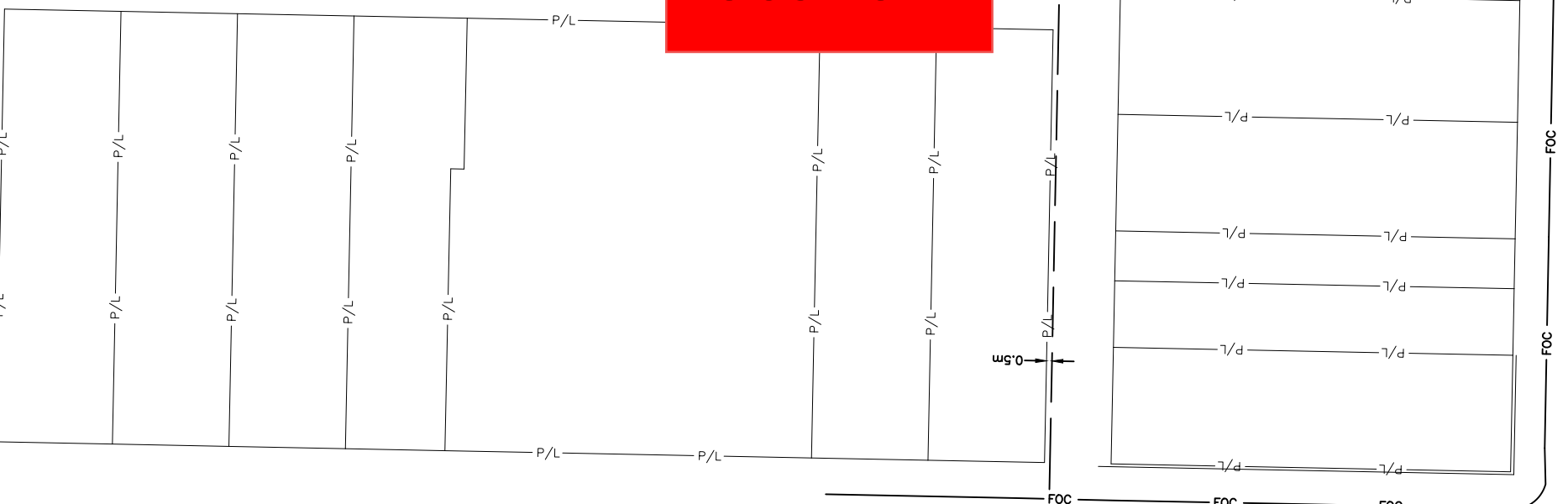
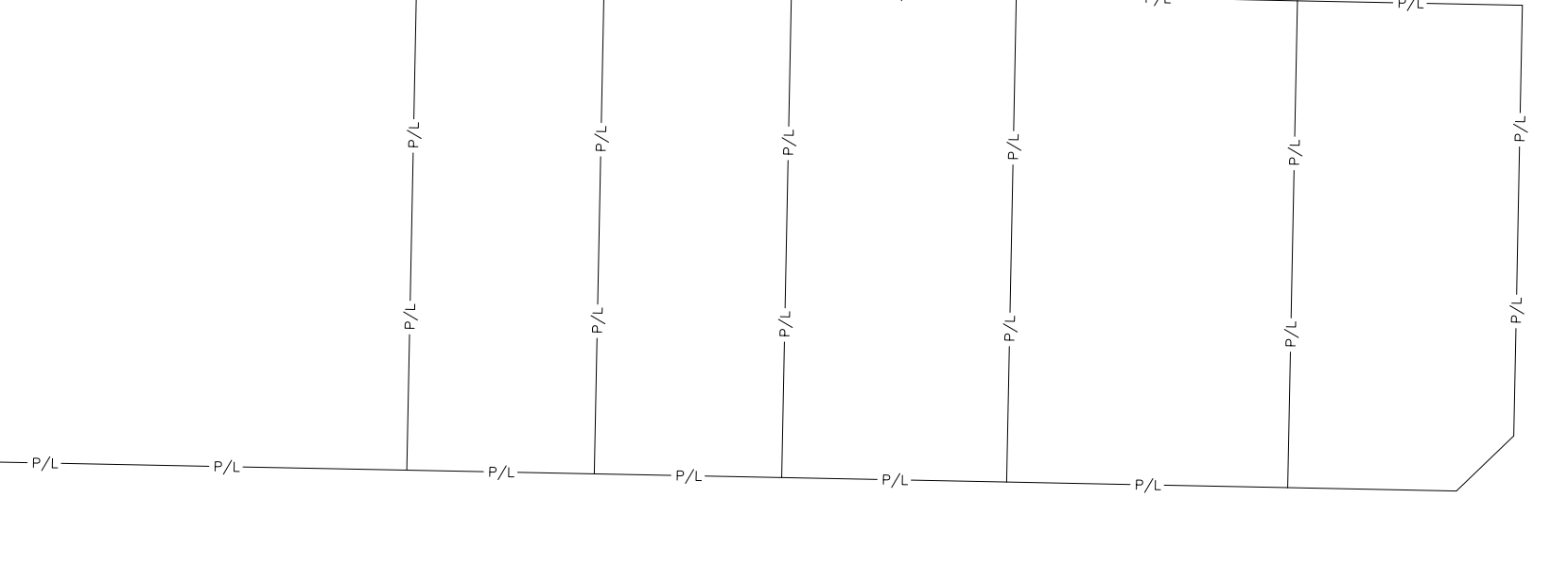
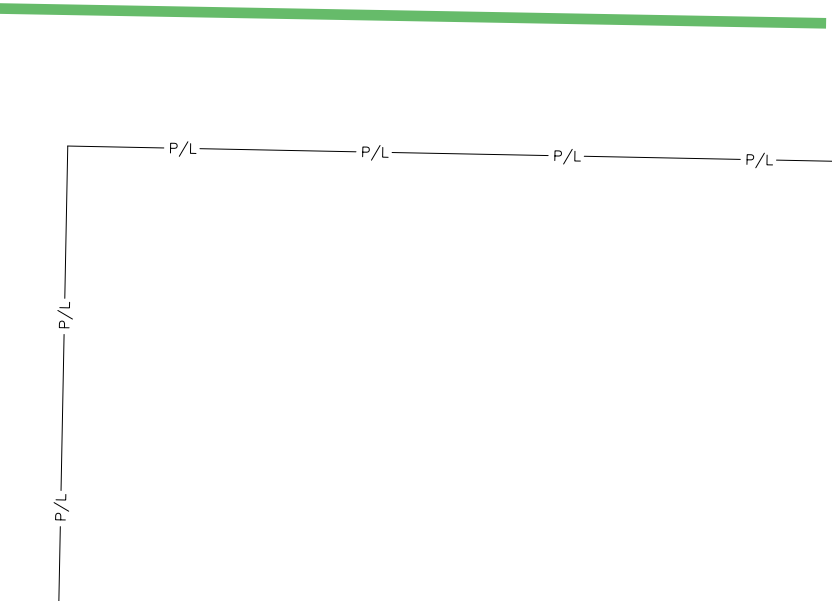
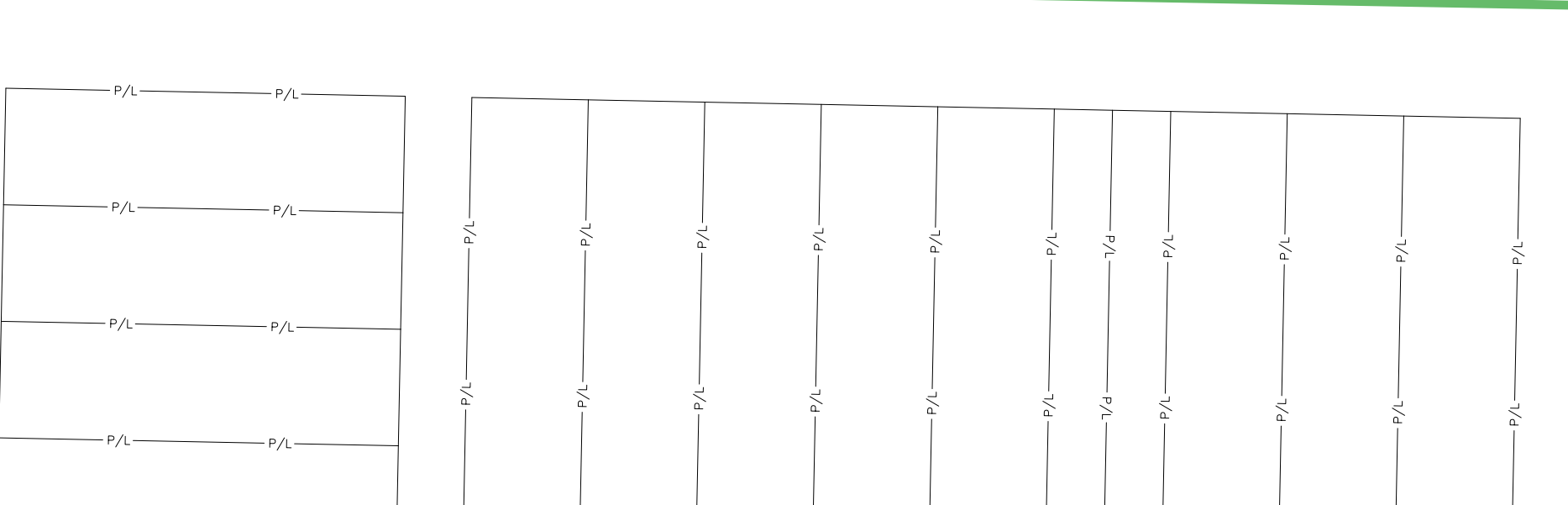
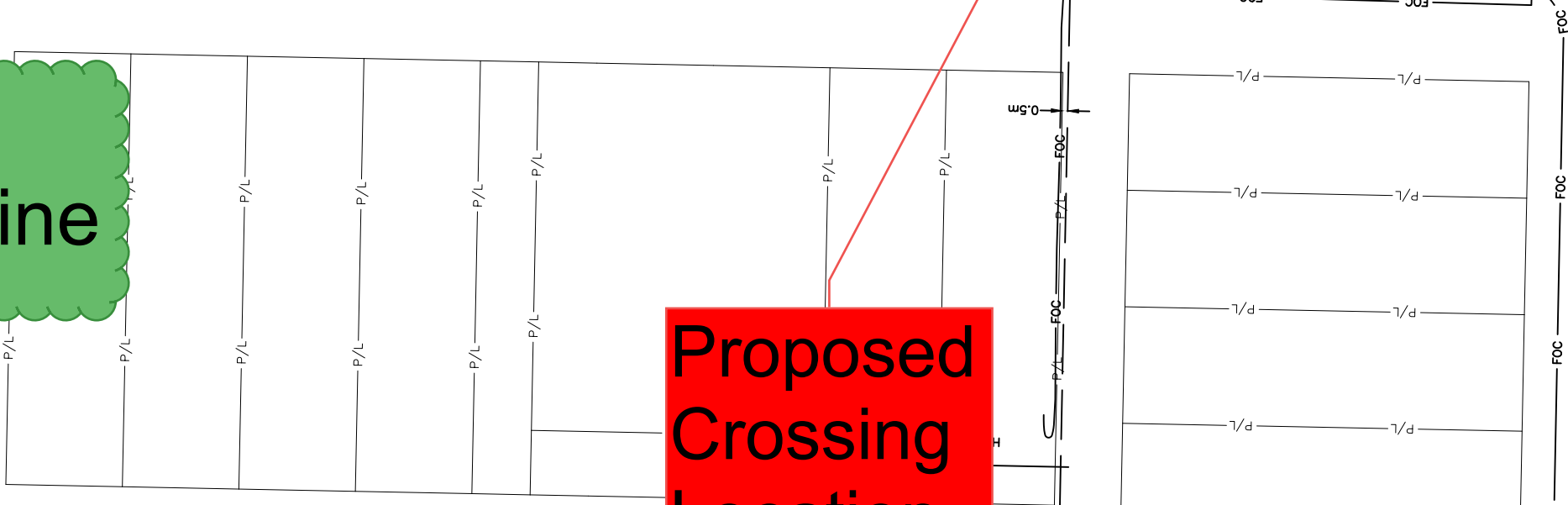
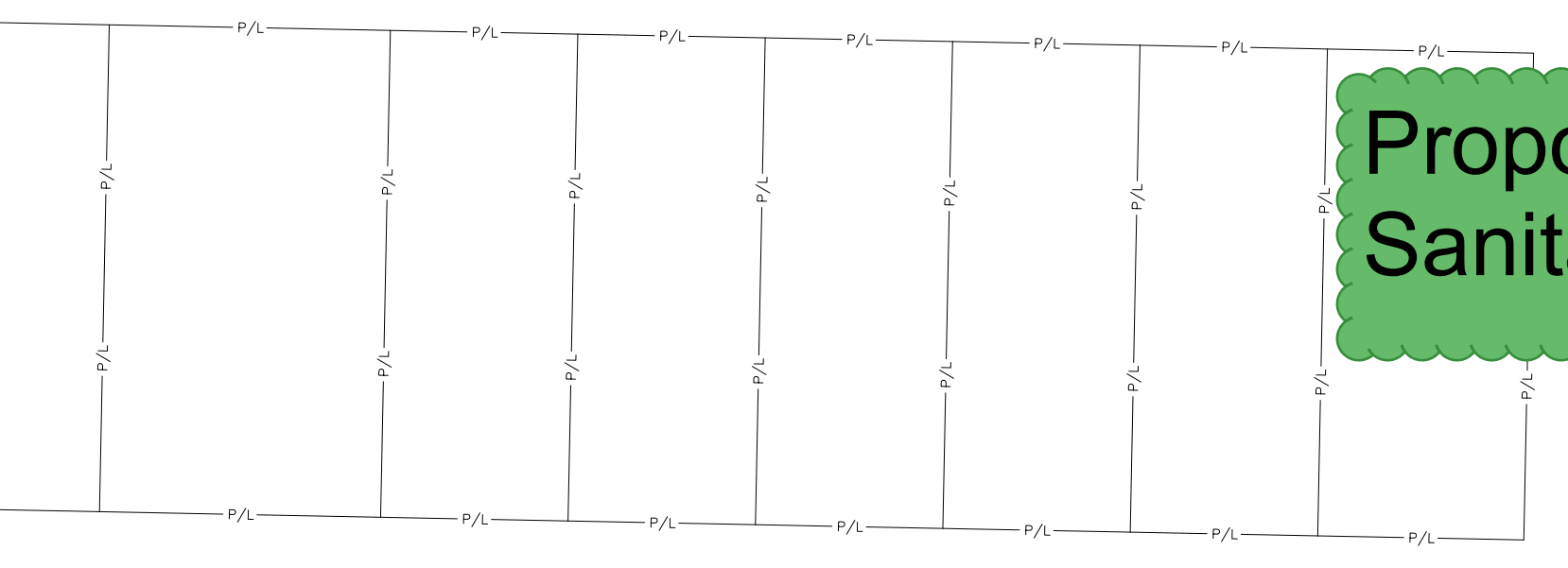
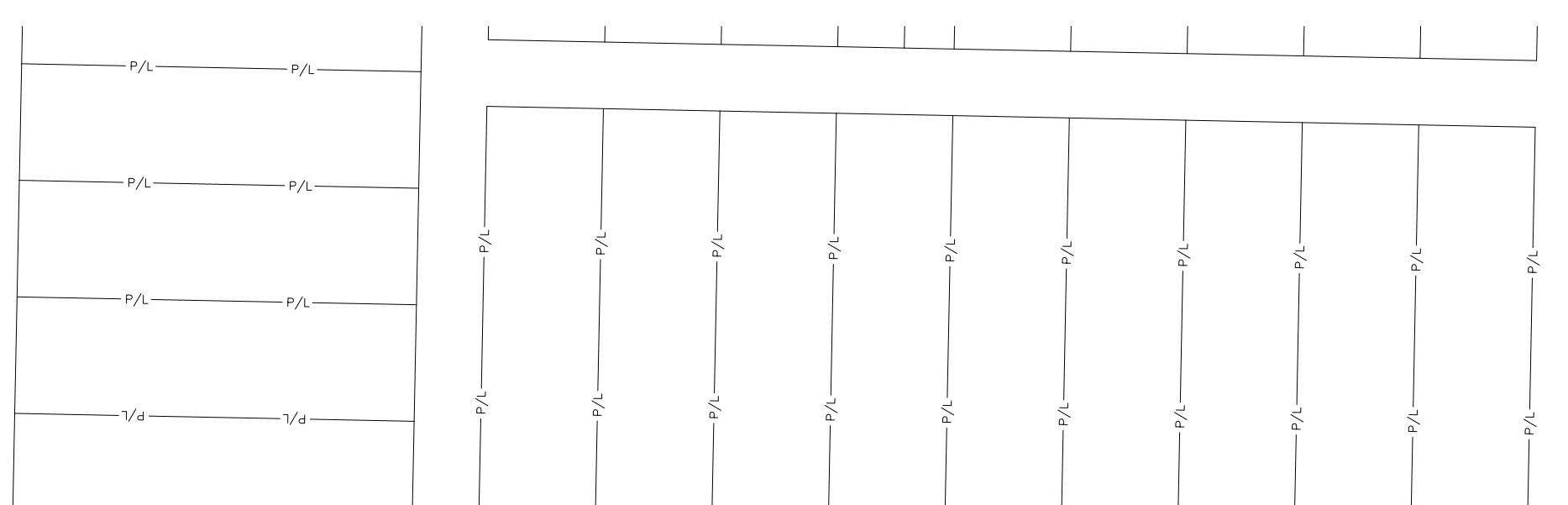
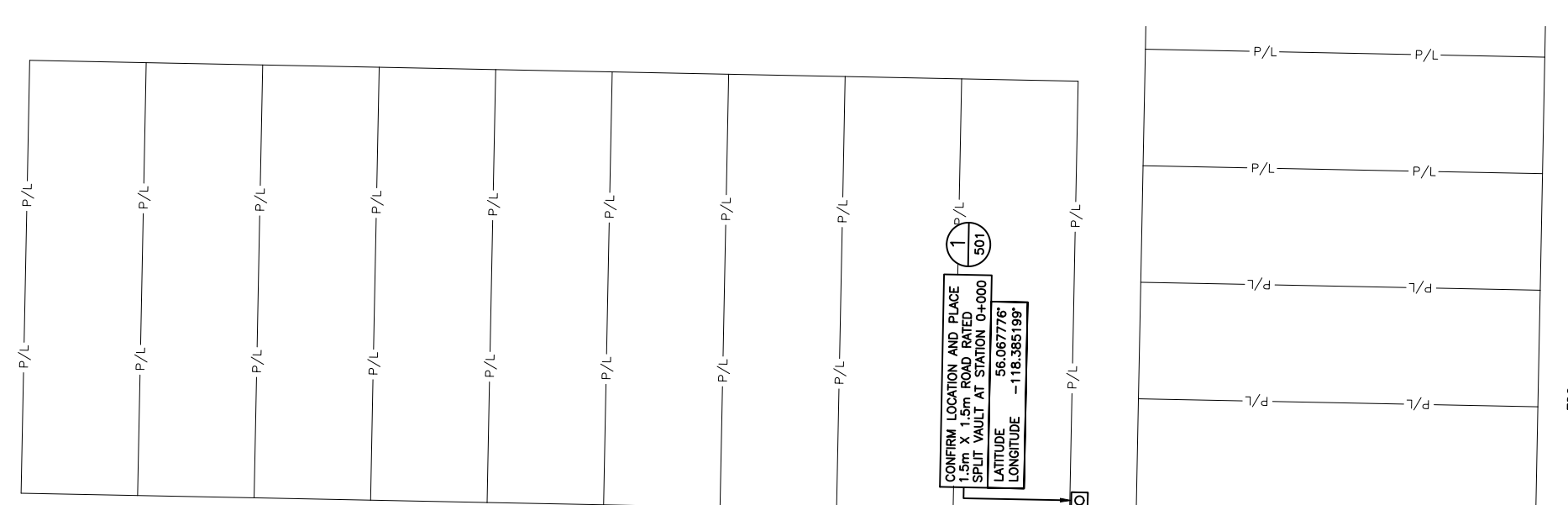
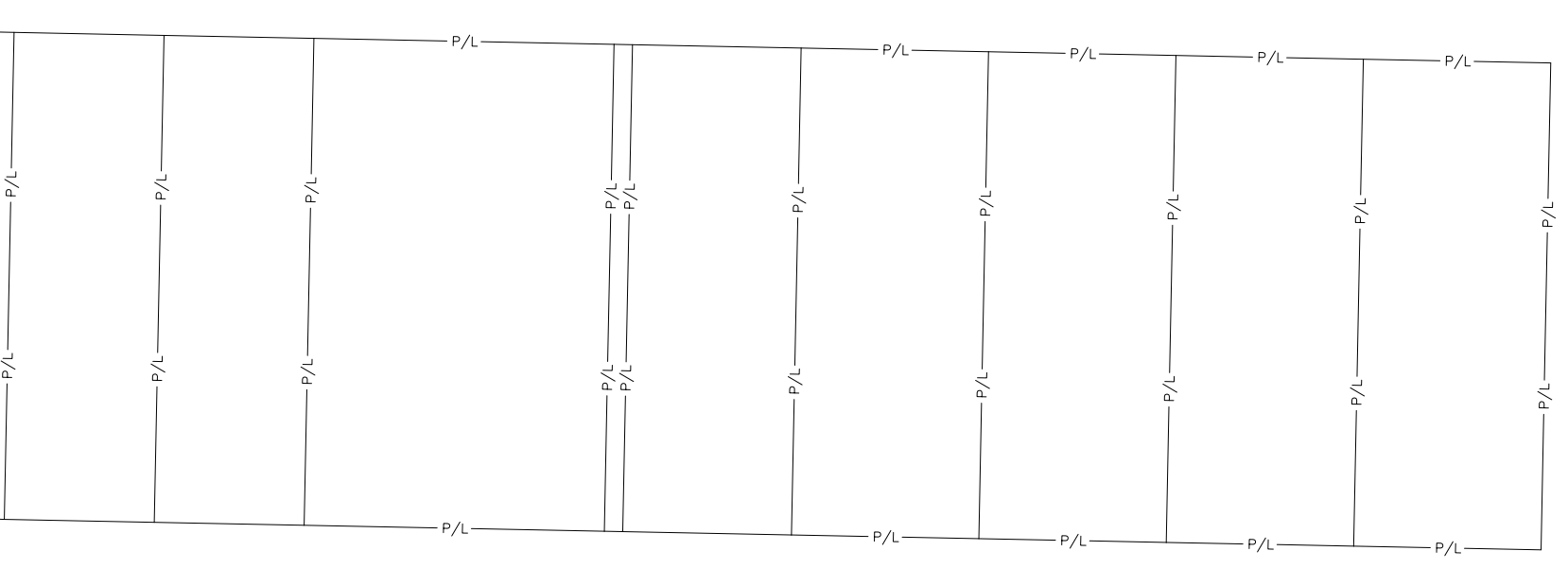
Please review this letter, confirming the location of the identified crossing locations and contact the undersigned at 587-771-3031 or chaudhrys@ae.ca if you require any additional information to issue the requested crossing agreement.

Yours truly,

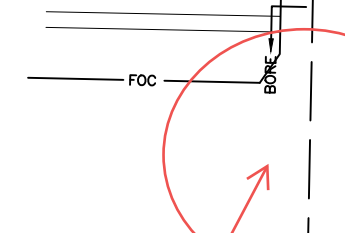
A handwritten signature in black ink, appearing to read 'S Chaudhry'.

Sully Chaudhry
Engineer-in-Training

SC



Proposed Sanitary Line



Proposed Crossing Location

DOWN - LOCATION AND IN SIZE
SPLIT WALL AT EXISTING CHOO
LAWRENCE - 11-18-2019

103 AVE

102 AVE

110 ST

CIBC
1008 110
STREET



Ticket No: 20250606781

Excavator Details

Caller Id: 708210
Contact: Sulaiman Chaudhry
Company: Associated Engineering

Phone: 5877713031
Mobile: 7802883323
Email: chaudhrys@ae.ca

Dig Site and Ticket Details



[Open Map](#)

We will be vertically trenching along 103rd ave between 109 street and 70 m west past 110 street. We are open cut replacing the existing sanitary line along 103rd avenue, depth to be approximately 3.3 metres from top of asphalt. The entire roadway and curb will need to be located for existing lines Edit: information

Land Grids: LLD

NW-34-81-03-W6

Latitude: 56.067635

Longitude: -118.383775

Ticket Status	Update
Ticket Type	Project
Previous Ticket No.	20250606776
User Reference	Not Supplied
Ticket Date	2025-02-06T14:43:58-07:00
Work Start Date	2025-02-12T01:00:00-07:00
Address	10215 110 St, Fairview, T0H 1L0
Nearest Cross Street	Not Supplied
Type of work	Construction
Activity	Trenching
Excavation Method	Trenching
Excavation Depth	> 3m
Public Property	Road/Sidewalk
Private Property	Commercial
Onsite Contact	Sully Chaudhry
Onsite Phone	7807713031
Municipality	Not Supplied
Nearest Community	Not Supplied
Rural Subdivision	Not Supplied
Lot No.	
Block No.	
Plan No.	
ALP Option	No

Your Responsibilities

- Do not proceed with any excavation until all notified asset owners have responded by providing clearance, OR by identifying the location of their facilities with maps OR by placing locate marks on the ground.
- Pothole to establish the exact location of all underground assets using a hand shovel, before using heavy machinery.
- If you damage an underground asset you MUST advise the asset owner immediately.
- By using the Before You Dig Partners service, you agree to our privacy policy and the terms and conditions set out at on our web site.
- **For more information, visit www.BeforeYouDigPartners.com**

Utility Owner Details

The public utility owners listed below with a Status of "Notification Sent" have been requested to respond to your request. They may contact you directly for clarification of your request details.

Station Code	Authority Name	Status
BELLSNET1	ALBERTA SUPERNET LTD	Notification Sent
AE0314P	ATCO ELECTRIC LTD. (AE0314P)	Notification Sent
AGNFAI	ATCOGAS, A DIVISION OF ATCOGAS AND PIPELINES LTD. (AGNFAI)	Notification Sent
BELLALTA	BELL WEST INC	Notification Sent
FIBNRNG	CANADIAN FIBER OPTICS CORP (AB)	Notification Sent
PERSFARO	PERSONA COMMUNICATIONS INC. (PERSFARO)	Notification Sent
TELNWEST	TELUS COMMUNICATIONS INC. (AB)	Notification Sent
TFAIRVIEW	TOWN OF FAIRVIEW	Notification Sent

END OF UTILITIES LIST

Request Utility Locates Online at www.BeforeYouDigPartners.com – 24 hours a day, 7 days a week



**Associated
Engineering**

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LOCAL FOCUS.*

Associated Engineering Alberta Ltd.
500, 9888 Jasper Avenue NW
Edmonton, AB T5J 5C6 Canada
www.ae.ca

February 12, 2025
Reference/Project No.: 2024-3950-02

TEL: 780.451.7666

BELLSNET

bw.crossing_agreements@bell.ca

bellwest.screening@bell.ca

Re: REQUEST FOR CROSSING/WORK IN PROXIMITY AGREEMENT

To Whom It May Concern:

On behalf of the Town of Fairview, Associated Engineering is requesting a crossing agreement and/or work in proximity with BELLSNET to cross your line at two locations for the replacement of an existing sanitary line:

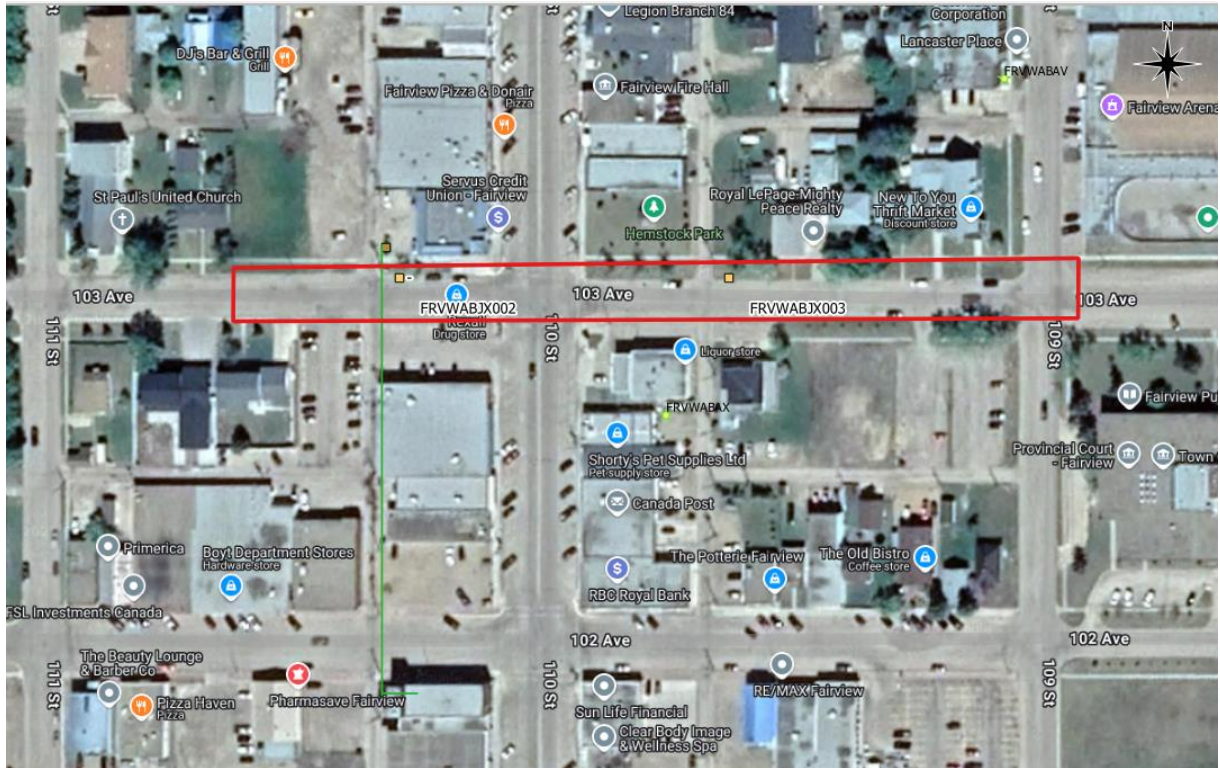
1 PROJECT DETAILS

The project will undertake the replacement of approximately 240 m of existing 200 mm sanitary line. The project extents are from 109th street, to 70 metres west of 110th street which is located in an alleyway running north and south, along 103rd avenue. The project is located in NW-34-81-W6.

Please note the following details:

- The proposed sanitary replacement crosses an existing BELLSNET line at two locations on 103rd avenue. One is located just west of 109 Street, and the other is located along the alleyway east of 110th street.
- At the locations where the sanitary line is proposed to cross the existing BELLSNET line, the proposed method of replacement is vertical trench excavation.
- The depth of trench excavation will be approximately 3.3 metres at all three BELLSNET line crossings.
- The BELLSNET cable runs parallel to the sanitary line along 103rd ave. The sanitary line runs on the south part of 103rd ave.
- Work is to be conducted via vertical trench excavation, and all excavation is to occur within the roadway. The existing BELLSNET cable runs along the sidewalk of the north part of 103rd ave.
- Attached is the as-built information sent by BELLSNET, and the Alberta One Call ticket.
- The following picture attached is the proposed location, where construction is planned to take place:





Please confirm:

- All requirements while crossing BELLSNET lines.
- The depth of BELLSNET lines at the three proposed crossing locations.

2 PROJECT SCHEDULE

Construction is estimated to take 4-8 weeks and commence early May 2025.

3 CONTACT INFORMATION

Project Owner:

Town of Fairview
Provincial Building, 10209 – 109 Street
Fairview, AB T0H 1L0

Contact:

Garry Leathem
Phone: 780-835-0068
Email: publicworks@fairview.ca

Client Representative:

Associated Engineering

Contact:

Sully Chaudhry, Engineer-in-Training



Platinum member



Associated
Engineering

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February 12, 2025

Page 3

500, 9888 Jasper Ave NW
Edmonton, AB T5J 5C6

Phone: 587-771-3031
Email: chaudhrys@ae.ca

4 CLOSURE

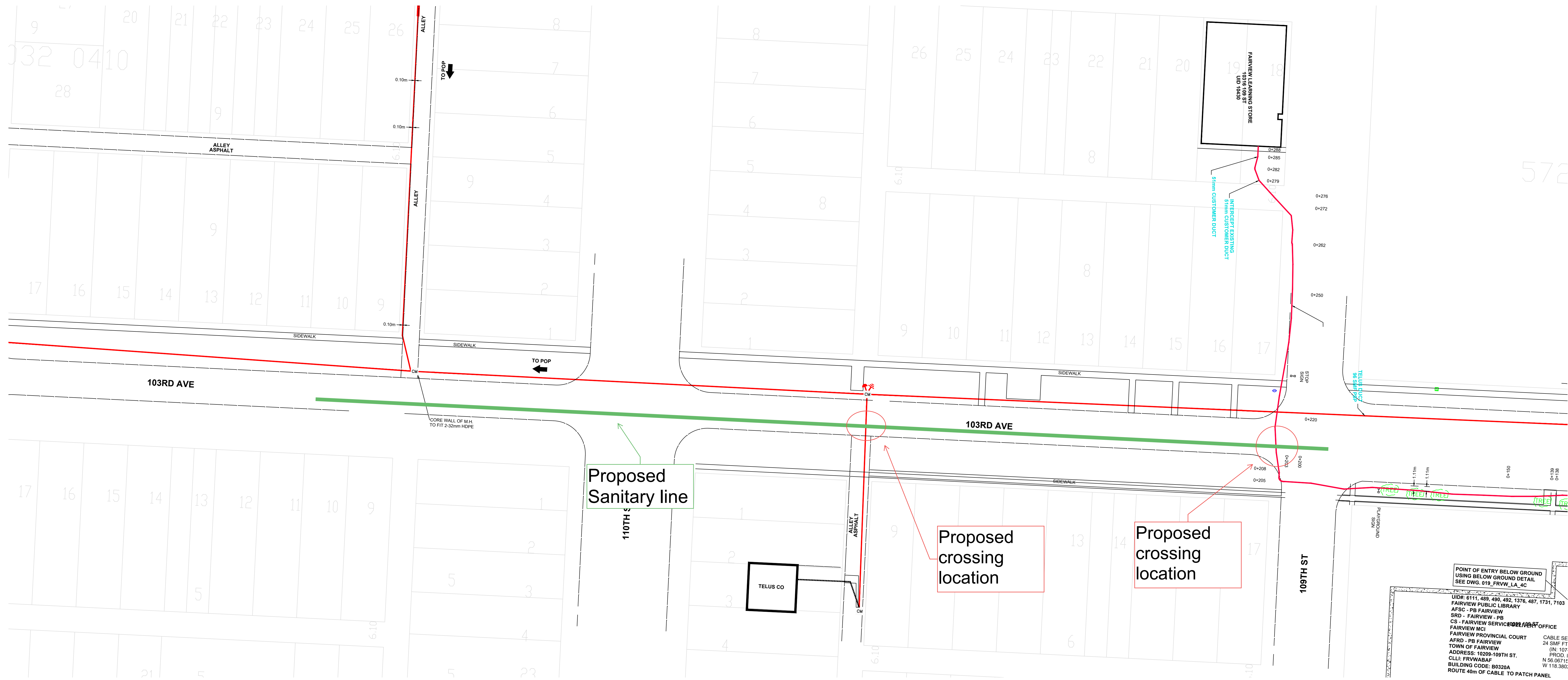
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Yours truly,

A handwritten signature in black ink, appearing to read 'S Chaudhry'.

Sully Chaudhry
Engineer-in-Training

SC



POINT OF ENTRY BELOW GROUND
USING BELOW GROUND DETAIL
SEE DWG. 019_FRVW_LA_4C

UID#: 6111, 488, 480, 492, 1376, 487, 1731, 7103
 FAIRVIEW PUBLIC LIBRARY
 AFSC - PB FAIRVIEW
 SRD - FAIRVIEW - PB
 CS - FAIRVIEW SERVICE OFFICE
 FAIRVIEW MCI
 FAIRVIEW PROVINCIAL COURT
 AFRO - PB FAIRVIEW
 TOWN OF FAIRVIEW
 ADDRESS: 10209-109TH ST.
 CLLI: FRWABAF N 56.0671E
 BUILDING CODE: B0320A W 118.380
 ROUTE 40m OF CABLE TO PATCH PANEL



Ticket No: 20250606781

Excavator Details

Caller Id: 708210
Contact: Sulaiman Chaudhry
Company: Associated Engineering

Phone: 5877713031
Mobile: 7802883323
Email: chaudhrys@ae.ca

Dig Site and Ticket Details



[Open Map](#)

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Land Grids: LLD

NW-34-81-03-W6

Latitude: 56.067635

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Type of work	Construction
Activity	Trenching
Excavation Method	Trenching
Excavation Depth	> 3m
Public Property	Road/Sidewalk
Private Property	Commercial
Onsite Contact	Sully Chaudhry
Onsite Phone	7807713031
Municipality	Not Supplied
Nearest Community	Not Supplied
Rural Subdivision	Not Supplied
Lot No.	
Block No.	
Plan No.	
ALP Option	No

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FIBNRNG	CANADIAN FIBER OPTICS CORP (AB)	Notification Sent
PERSFARO	PERSONA COMMUNICATIONS INC. (PERSFARO)	Notification Sent
TELNWEST	TELUS COMMUNICATIONS INC. (AB)	Notification Sent
TFAIRVIEW	TOWN OF FAIRVIEW	Notification Sent

END OF UTILITIES LIST

Request Utility Locates Online at www.BeforeYouDigPartners.com – 24 hours a day, 7 days a week

Facility Crossing Agreement

THIS AGREEMENT is made and effective as of the ___25___ day of ___April___, 2024.

BETWEEN

CANADIAN FIBER OPTICS CORP.

(hereinafter and in Schedules “A”, “B” & “C” referred to as the Grantor)
 (“Grantor”)

and

Town of Fairview

(hereinafter and in Schedules “A”, “B” & “C” referred to as the Grantee)
 (“Grantee”)

WHEREAS Grantor operates under the Canadian Radio-television and Telecommunications Commission (“CRTC”) and holds one or more rights of way for telecommunications facilities and data transmission facilities across the said lands and has constructed telecommunication facilities and data transmission facilities therein, hereinafter referred to as “**Grantor’s Facility**”; and

WHEREAS Grantee operates under the jurisdiction of the Alberta Energy Regulator (“AER”) and has acquired one or more rights of way across said lands and proposed to install therein a **pipeline, wellsite, access road and drilling projects** hereinafter referred to as the “**Grantee’s Facility**”; and

WHEREAS the rights of way and/or Facilities of the respective parties intersect in the Crossing Area; and

WHEREAS the parties wish to define their respective rights and liabilities with respect to the Crossing Area under certain terms and conditions defined in Schedule “A”.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, and the mutual covenants and agreements herein contained, the parties agree that their respective Work in the Crossing Area shall be governed by the Agreement together with the Schedules as herein described.

1. TERMS AND CONDITIONS, SCHEDULES

This Agreement including the recitals and the following Schedules, which are attached hereto and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

Schedule “A” – Mutually Agreed to Terms and Conditions

Schedule “B” – Location Plan and Profile

Schedule “C” – Specific Terms and Conditions

(the “Schedules”)

2. LOCATION AND NOTICES

(a) Location of Crossing Area (Legal Description):

The Grantee shall provide plans to the Grantor outlining the proposed crossing locations for each project. The plans, when approved, shall become part of Schedule "B" of this Facility Crossing Agreement.

File included: ltr_CFO_crossing_agreement_request

(b) Notices

Grantor's Corporate Office

Name: **CANADIAN FIBER OPTICS CORP.**
 Address: 240 – 2723 37 Ave NE
 Calgary, Alberta T2S 0A9
 Dept: Operations
 Contact: Jayson Jorgenson
 Phone No. (306) 491-6849

Grantee's Corporate Office

Town of Fairview
 Provincial Building, 10209 – 109 St.
 Fairview, AB
 T0H 1L0

(c) Field Representative:

Grantor's

Name: Matthew Warenycia
 Position: Damage Prevention Specialist
 Phone: +1-780-827-6160
 Email: Matthew@canadianfiberoptics.ca
 Alternate: Alberta One Call 1-800-242-3447

Grantee's

Garry Leathem


 Director Of Public Works & Utilities

 Phone +1-780-835-5461


 publicworks@fairview.ca

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed.

CANADIAN FIBER OPTICS CORP
 ("Grantor")

Per: 
 Name: Jayson Jorgenson
 Title: Director of Operations

Town of Fairview.
 ("Grantee")

Per: 
 Name: Garry Leathem
 Title: Director Of Public Works & Utilities

SCHEDULE "A"

MUTUALLY AGREED TO TERMS AND CONDITIONS

This Schedule "A" to form part of the Facility Crossing Agreement

BETWEEN

**CANADIAN FIBER OPTICS CORP
("Grantor")**

and

Town of Fairview

("Grantee")

dated the 25 day of April , 2024 .

1. INTERPRETATION

- 1.1. In this Agreement, including the recitals, the words and terms used shall have the following meanings:
- a. "Crossing Area" means the area of intersection of Grantor's and Grantee's rights-of-way and/or Facilities as outlined in Schedule "B";
 - b. "Grantee's Facility" means the facility or facilities to be constructed by Grantee and to be located within, across, along, upon, over or under the Crossing Area;
 - c. "Grantor's Facility" means the facility or facilities of Grantor located within, across, along, upon, over or under the Crossing Area;
 - d. "Facility" means
 - 1) any structure that is constructed or placed on or in the right-of-way within the Crossing Area (concrete slab, concrete conduit, retaining wall, special fences such as chain link, etc.); and
 - 2) any highway, public or private road, railway, irrigation ditch, drain, drainage system, sewer, dike, cable line, fiber optic line, telecommunication line, telephone line or line for the transmission of hydrocarbons, power or any other substance that is or is to be carried across, along, upon, over or under the Crossing Area;
 - e. "said lands" means the lands described in Schedule "B";
 - f. "the Body of this Agreement" means the Agreement to which this Schedule is attached, and which has been executed by the parties;
 - g. "this Agreement" means the Body of this Agreement and the Schedules attached to it; and

- h. "Work" means, with respect to a Facility, the carrying, laying, installing, constructing, maintaining, operating, repairing, inspecting, replacing, altering, removing, abandoning and such other operations as may be required from time to time.
- 1.2. Unless a term or provision contained in the Body of this Agreement, if acted upon, would result in violation of any code statute, law, regulation, permit, license, or governmental order, the following shall apply:
- a. If any term or provision conflicts with a term or provision contained in any Schedule, the term or provision in the Schedule shall prevail.
 - b. If any terms or provisions of the Schedules conflict, the following shall apply: Schedule "C", if present, shall prevail over Schedules "A" and "B", Schedule "B" shall prevail over Schedule "A".

2. CONSENT

Grantor hereby agrees, insofar as it has the right to do so, the Grantee may perform the Work on Grantee's Facility in the Crossing Area in accordance with the terms and conditions of this Agreement.

3. COMPLIANCE WITH STATUTE AND REGULATIONS

Grantee shall at all times comply with any and all applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority from time to time in force. The minimum applicable technical standards therein shall apply to both parties unless more stringent standards are provided for in this Agreement. If compliance with any provision of this Agreement would result in violation of any applicable codes, statutes, laws, regulations, permits, licenses, orders, and directions of any governmental authority, such code, statute, law, regulation, permit, license, order and direction of any governmental authority shall prevail and this Agreement shall be deemed to be amended accordingly.

4. POSITION OF FACILITY

Unless otherwise indicated in any of the Schedules, or ordered by governmental authority or regulations:

- a. Grantor's Facility shall be entitled to the upper position in the Crossing Area except for above grade facilities;
- b. A minimum distance of 30 centimetres shall be maintained between the external surfaces of the underground facilities; and
- c. Grantee's Facility shall be maintained at the same depth with no side bends for the entire width of the Crossing Area.

5. CONDITIONS

When Grantee performs work on Grantee's Facility in the Crossing Area, the following terms and conditions shall apply:

- a. Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone, a minimum of 72 hours (excluding Saturdays, Sundays, and Statutory Holidays) before commencement of Grantee's Work within 30 metres of the Crossing Area and, if unable to so contact that person, Grantee shall serve a minimum of 72 hours written notice pursuant to Clause 8 hereof before commencement of Grantee's Work.
- b. Grantor has the right to have a representative present to inspect the Work of Grantee in the Crossing Area.
- c. During installation pursuant to this Agreement, Grantee shall have available at the Crossing Area a copy of this Agreement.
- d. Before proceeding to excavate within 5 metres of the Crossing Area, Grantee shall fully expose Grantor's Facility by hand digging. Grantee shall not use or permit the use of an excavating machine within 1.5 metres of either side of any existing Grantor's Facility unless otherwise agreed to in Schedule 'C'.
- e. Grantee shall, where applicable, install and maintain during performance of the Work suitable markers indicating the location of Grantor's Facility in the Crossing Area.
- f. Grantee shall lay down and construct its Facility in accordance with all Schedules to this Agreement.
- g. Grantee shall carry out all Work in the Crossing Area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. The party performing the Work shall ensure no damage occurs to existing Facilities while the Work is being performed in the Crossing Area including damage which may result from the use of heavy work equipment outside the Crossing Area while performing the Work in the Crossing Area.
- i. Where necessary, Grantee shall support Grantor's Facility as required, or as directed by Grantor, while any Work is being carried out hereunder.
- j. In the event that Grantor's Facility suffers contact damage or other damage as a result of Grantee's Work, Grantor shall be notified forthwith and its repair shall be carried out as directed by Grantor at Grantee's cost.
- k. Where cathodic protection is required by Grantor as a result of Grantee's installation, Grantee at its cost shall, at the time of the construction of its Facility, install and thereafter maintain a cathodic protection testing station for Grantor's Facility at the crossing in accordance with the attached Schedule "C" or as directed by Grantor's representative.
- l. At least 24 hours (excluding Saturdays, Sundays and Statutory Holidays) prior to covering Grantor's exposed Facility, Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone for inspection.

- m. Grantee shall, where applicable, install and maintain suitable buried markers indicating the location of Grantee's Facility in the Crossing Area.
- n. Unless otherwise directed by the Grantor, the Grantee shall cover Grantor's Facility with at least 30 centimetres of select backfill material prior to commencing backfilling operations. Grantee shall, in backfilling the excavation in the Crossing Area, compact the fill material in 15 centimetre layers, or such greater depth specified by Grantor's Field Representative.
- o. Grantee shall, as soon as it is reasonably practical after the completion of Grantee's Work in the Crossing Area, restore the surface of the Crossing Area as closely as is practical to the condition in which it existed immediately prior to the Work being commenced.
- p. Grantee shall maintain the Crossing Area in good order and condition and carry out expeditiously all Work hereunder.
- q. Except as otherwise provided herein, the cost of Work with respect to each party's Facilities within the Crossing Area undertaken by either party shall be borne by the party requiring such Work.
- r. The cost associated with the location, identification or supervision shall not be charged to or borne by the other party unless specified in Schedule 'C'.
- s. Grantee shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Grantee's Facility in the Crossing Area, or by reason of this Agreement or of anything done by Grantee pursuant to the Agreement. In addition, Grantee shall indemnify Grantor from and against all such taxes, rates and assessments.

6. REMEDY ON DEFAULT

In the case of default by Grantee in carrying out any of the provisions of this Agreement, Grantor may give notice thereof to Grantee. If Grantee fails to commence to remedy such default within 15 days after receipt of such notice and diligently complete such remedy thereafter, Grantor may take such steps as are appropriate to remedy such default and Grantee shall be liable for and shall pay all reasonable costs and expenses incurred by Grantor in remedying the default.

7. FURTHER WORK

- a. If, subsequent to the initial Work undertaken by Grantee for its Facility, either Grantor or Grantee desires to undertake any work in the Crossing Area in respect of its Facility, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply *mutatis mutandis* to all subsequent Work undertaken by either party under this Clause 7; and, for further certainty, the provisions of this Agreement shall be read as if "Grantee" were substituted for "Grantor" and vice versa as the situation requires.
- b. Notwithstanding the foregoing, installation of any Facility other than those shown on attached Schedule "B" shall require a separate Facility Crossing Agreement.

- c. Notwithstanding the foregoing, if emergency Work in the Crossing Area is required with respect to a party's Facility, that party shall commence the necessary Work and shall forthwith give the other party's Field Representative verbal notice of the emergency and necessary Work, and shall forthwith give notice pursuant to Clause 8 hereof.

8. NOTICES

Notices shall be in writing and shall be sent to the parties at the addresses for notice shown in the Body of this Agreement. The following shall govern notices:

- a. Either party may from time to time change its address for service by giving notice to the other party.
- b. All notices required to be given hereunder may be delivered by hand, mailed by registered or prepaid mail, or sent by telecommunication. If mailed, the notice shall be deemed to have been received seven days (Saturdays, Sundays and statutory holidays excluded) after the mailing thereof. If delivered by hand, the notice shall be deemed to have been received on the day on which it was delivered, or if delivered after regular business hours, it shall be deemed to have been received on the following business day. If sent by telecommunication, the notice shall be deemed to have been received on the first business day following the day it was dispatched.
- c. No notice shall be effective if mailed during any period in which Canadian postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal delivery thereof.
- d. Notwithstanding the foregoing, to the extent described in this Agreement, Grantor's and Grantee's Field Representatives or designated Alternates shall have the right and authority to make, give, receive any notice, information, direction or decision required in conducting Work hereunder.

9. LIABILITY AND INDEMNITY

a. Liability:

- (i) Grantee shall be liable to Grantor for all loss, damages and expenses which Grantor may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.
- (ii) Grantor shall be liable to Grantee for all loss, damages, and expenses which Grantee may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission by Grantor, its servants, agents, contractors or employees in respect of Grantor's use of the Crossing Area or by reason of this Agreement.

b. Indemnity:

- (i) Grantee shall indemnify and save harmless the Grantor against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantor or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.

- (ii) Grantor shall indemnify and save harmless the Grantee against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantee or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of Grantor, its servants, agents, contractors or employees in respect of Grantor's use of the Crossing Area or by reason of this Agreement.

10. INSURANCE

- a. Without in any way limiting the liability of either party under this Agreement, each party shall obtain and keep in force during the term of this Agreement comprehensive general liability insurance covering liability for bodily injury and property damage arising from Work contemplated by this Agreement. The limit of this insurance shall not be less than five million dollars, inclusive, for any one occurrence unless otherwise agreed by the parties in writing. This policy shall provide coverage for liability assumed under this Agreement.
- b. A party, upon request of the other party, shall furnish written documentation, satisfactory to the requesting party, evidencing the required coverage.
- c. As an alternative to the five million dollar policy of comprehensive general liability insurance referred to in Subclause 10 (a), if acceptable to the other party, a party may self-insure against the risks normally covered by such a policy.

11. CHANGES TO AGREEMENT

No change, modification or alteration of this Agreement shall be valid unless it be in writing and signed by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof.

12. ASSIGNMENT

- a. Neither party to this Agreement shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained, and such consent shall not be unreasonably withheld. The party intending to assign or transfer this Agreement shall give to the non-assigning party to this Agreement notice of its intent by registered mail.
- b. The non-assigning party to this Agreement may require the Assignor and Assignee to execute a Novation Agreement in a form acceptable to the non-assigning party.
- c. Notwithstanding Subsection (a) and (b) above, either party may assign or transfer this Agreement, in whole or in part, without the consent of the other, in the case of the Grantee, to an affiliate as provided in the *Canada Business Corporations Act*, and in the case of the Grantor, to any affiliated body corporate of **CANADIAN FIBER OPTICS** defined in the *Canada Business Corporations Act*, as well as any partnership or other unincorporated association in which **CANADIAN FIBER OPTICS** or any of its affiliated bodies corporate (as so defined) has a direct or indirect controlling interest.

This Agreement shall enure to the benefit of and be binding upon the parties, their successors and assigns.

13. GOVERNING LAW

This Agreement and the rights and obligations of the parties herein shall be governed and construed according to the laws of the Province in which the Work is to occur.

14. TERM

The rights and obligations of the parties under this Agreement shall terminate:

- a. two years from the date hereof if construction of Grantee's Facility has not commenced or
- b. upon proper abandonment or removal of all of Grantor's or Grantee's Facilities from the Crossing Area and the completion of any reclamation Work required by applicable laws, except for those rights acquired and obligations incurred prior to such events.

15. MISCELLANEOUS

- a. In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and viceversa.
- b. Words such as "*hereto*", "*thereto*", "*hereof*", and "*herein*", when used in this Agreement, shall be construed to refer to provisions of this Agreement.
- c. The headings of all Clauses of this Agreement, and the Schedules, are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
- d. Time is of the essence of this Agreement.
- e. No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach.

16. ENTIRE AGREEMENT

This Agreement, including the recitals and schedules, sets forth the entire Agreement between the parties hereto and shall be deemed to have superseded any and all previous Agreements and understandings, whether written or oral, between the parties dealing with the Facilities and the Crossing Area, and all rights and obligations as herein described.

Schedule "B"

Location Plan and Profile

This Schedule "B" to form part of the Facility Crossing Agreement

BETWEEN

CANADIAN FIBER OPTICS CORP
("Grantor")

and

Town of Fairview
("Grantee")

dated the 25 **day of** April , **2024** .

1. The Grantor shall identify the approximate location of the Grantor's Facilities on the plans supplied by the Grantee. The exact location of the Grantor's Facilities shall be verified by the Grantor and Grantee prior to commencing the Work.
2. The Grantee's approved plans will form part of Schedule "B" to this Agreement.
3. Plans identified in Document: **Canadian Fiber Optics Request_Dec_12_2023 CA23-SC62**

Schedule "C"

Specific Terms and Conditions

This Schedule "C" to form part of the Facility Crossing Agreement

BETWEEN

CANADIAN FIBER OPTICS CORP.
("Grantor")

and

Town of Fairview
("Grantee")

dated the 25 day of April , 2024 .

1. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, neither party shall be liable, whether in contract, tort, or otherwise, for consequential or indirect loss, or any loss of revenue, earnings, profits or economic loss whatsoever, arising out of this Agreement.

2. GENERAL

- a. The Grantee shall contact **Alberta One Call at 1-800-242-3447** for the locate of the Grantor's Facilities. The Grantee shall allow a minimum of two full working days for the locate. The construction details and scheduling will be arranged at the time of the locate. No Work activity shall commence without the Grantor's representative being present. Any standby service, which the Grantee requires for extended periods, due to lateness or the length of the project, is subject to rescheduling in the event of other Grantor commitments.
- b. The Grantee shall have the Record of Locating Communication Facilities document issued by Alberta One Call, Schedules "B" and "C" and Attachment 1, of the Facility Crossing Agreement available at the Crossing Area.
- c. When performing Work the Grantee shall comply with any additional conditions and protection requirements as directed by the Grantor's representative. The Grantor may withhold approval to cross if, in its reasonable opinion, determines that excavation cannot be done safely.
- d. The Grantee shall ensure that Grantor's and Grantee's Facilities cross as closely as is practical to a 90 degree angle.
- e. If the Grantor's Facility is to be exposed overnight due to the Grantee's Work, all protective apparatus and costs shall be borne by the Grantee.

- f. If the Grantee is required to build a support structure to protect the Grantor's Facility, the Grantee shall provide the Grantor with plans for the structure that are certified by an Engineer.
- g. Augering, drilling or pipe pushing by the Grantee is permitted under or over the Grantor's Facilities only if the head end of the auger, drill or pipe is visible (that is, open parallel trench on approach side of the Grantor's Facilities maximum 3 metres and a minimum of 1 metre from the Grantor's Facility).
- h. The Grantee shall not reduce the depth of the soil covering the Grantor's Facilities.
- i. The Grantee shall ensure the protection of the Grantor's Facility shall meet or exceed the Grantor's protection specifications in place prior to the excavation.
- j. The Grantee shall place its Facilities in accordance with the following diagram:
 - (i) For placement of the Grantee's Facility in the Grantor's registered easements, refer to Attachment 1.

3. POSITION OF FACILITIES

Notwithstanding Clause 4(a) of Schedule "A", the position of the Grantee's Facility in the Crossing Area shall be determined by the Grantor's field representative at the time of installation.

4. FIBER OPTIC CABLES

- a. The Grantee shall maintain a minimum of 0.3 meters of vertical separation between the Grantor's and Grantee's Facilities.
- b. The Grantee shall comply with any additional conditions as directed by the Grantor's representative for the purpose of protecting fibre optic cables.

5. EQUIPMENT CROSSING / ROADS

- a. Grantee shall, if requested by Grantor's representative, pad the Crossing Area during any crossing of equipment.
- b. The Grantee shall maintain a minimum distance of 0.6 meters between the Grantee's road and the Grantor's Facility within the Crossing Area. If such depth cannot be maintained and Grantor is required to re-install its Facilities, the Grantee shall bear the reasonable costs thereof.