



ADDENDUM #1

To: Tender Holder
Project: Grid 797 Pipestone Creek Culvert Replacement
Owner: Rural Municipality of Frenchman Butte No. 501
BAR Project No.: 24MU-598400
From: Kelly Stovra
Date: February 6, 2025
Number of Pages: 27 Pages

Please be advised of the following Addenda pertaining to the above referenced Tender:

1. Pre-Tender Meeting Minutes

Minutes for the Pre-Tender Meeting on January 29, 2025 are attached.

2. Unit Price Schedule “B” – Alternate Work Quantities and Unit Price

Unit Price Schedule “B” – Alternate Work Quantities and Unit Price is attached. Unit Price Schedule “B” must be appended to Schedule “A” for Tender submission. In accordance with Special Provisions 6.20, Unit Price Schedule “B” is for alternate pricing only and may not be considered by the Owner.

3. Facility Crossing Agreement

Executed facility crossing agreement between Canadian Natural Resources Ltd. and the RM of Frenchman Butte No. 501 is attached.

4. Clarification - Special Provisions 6.17.1 and Aggregate Quality

Sub-base and granular base coarse materials will be stockpiled by the Owner on NW 34—53-26W3 near the east end of the project site. Crushed coarse aggregate, natural fines, and manufactured fines will be available for use at the pit located on NW 34-43-24W3.

The Contractor’s asphalt plant may be set up at the pit located on NW 34-43-24W3. See attached aerial image of the pit with mark-ups.

A question has been asked pertaining to the following statement in Special Provisions 6.17.1:

“The Owner provides no guarantee as to the quality of aggregate available from these source(s), however, the Owner has successfully utilized the material from the above sources for previous road construction.”

The Owner does not guarantee the quality of stockpiled aggregate, however, the Owner has

successfully used the material for similar road construction purposes. Bidders should assume that stockpiled aggregates will meet contract specifications. The Contractor will not be responsible for remediation of aggregates which do not meet contract specifications, however, use of the Owner supplied aggregate will be required regardless of the quality.

See attached Grain Size Distribution Analysis reports for materials at the pit which will be available to the Contractor.

5. Traffic Gravel and Dust Control

Traffic gravel which may be required for forecasted inclement weather will be supplied, hauled, and placed to pertinent sections of the road by the Owner. The Owner will also be responsible for dust control on RM haul roads.

6. Georidge BIO

Biodegradable Georidge ("Georidge BIO") will not be required. Standard Georidge will be acceptable.

7. Alternate Materials & Approval for Equivalents

Unit prices must be submitted on the materials/products specified and not substitutions. The acceptance of substitutions may be considered but only after the closing of Tenders.

8. Correction – Special Provisions 6.6

The Contractor shall provide a detailed list of haul trucks to the Consultant prior to commencement of hauling including unit number, truck configuration, unloaded weight, and maximum ~~secondary~~ **primary** highway weights.

9. Question: Will a loader scale be permitted?

Loader scales will not be permitted under this contract.

10. Question concerning the fixed price in Schedule "A", Part C, Item 2.0 – Cash Allowance

The Owner considers the supplier's quoted price to be locked in. If the culvert supplier's price should change, an adjustment to the Cash Allowance price will be made through a Change Order.

11. Question concerning crusher QC results:

"For the purpose of preparing the mix design, will the successful bidder be given all of the crusher QC results for each of the asphalt aggregates?"

The crusher's QC results will not be available to the successful bidder.

12. Question: What if there is a shortage of aggregate quantity for the asphalt mix?

Abundance of manufactured fines and natural fines at the pit. Should there be an insufficient quantity of coarse crush, the Owner will crush and provide additional material to the successful bidder.

13. Amendment to 3.4 Asphalt Mix Design in Section 32 12 16 Asphalt Concrete in Place

Section 3.4 Asphalt Mix Design has been amended to read as follows:

“The Contractor shall supply the Consultant with the mix design a minimum of **sixty (60)** days prior to the commencement of the paving operation. The Consultant will not accept any asphalt mix produced prior to the Contractor receiving written approval of the mix design.

Preparation of the asphalt mix design will not be paid for directly but will be considered as a subsidiary obligation of the Contractor under this Contract.

Only asphalt mix design Type **2** will be permitted for this contract. The asphalt mix characteristics shall meet the requirements in the Table below.”

To ensure a sufficient quantity of coarse crush aggregate will be available at the pit for the asphalt mix and paving operation, the successful bidder will be required submit the mix design well in advance of the commencement of the paving operation in order to ensure additional aggregate material can be crushed if required prior to the paving operation.

Attachments Pretender Meeting Minutes (5 pages)
 Unit Price Schedule “B” – Alternate Work Quantities and Unit Price (1 page)
 CNRL Crossing Agreement (12 pages)
 Grain Size Distribution Reports (5 pages)
 Air photo of gravel pit (1 page)



Pre-Tender Meeting Minutes

Project Name:	Grid 797 Pipestone Creek Culvert Replacement
Client:	RM of Frenchman Butte No. 501
BAR Project Number:	24MU-598400
Date and Time:	January 29, 2025 @ 2:00PM
Location:	BAR Engineering Co. Ltd. Boardroom "B" and "A" and Microsoft Teams

Participants	Organization
Aaron Neilly	RM
Kelly Stovra	BAR
Scott Simons	BAR

Meeting Minutes

Item No.	Topic/Discussion	Action Item	Status
1.	Project Overview	By Who	On-going
2025-01-29	<p>1. Overview</p> <ul style="list-style-type: none"> • East portion – excavate existing embankment, replace & widen. • West portion – notching & widening. • Installation of 2400mm CSP <ul style="list-style-type: none"> Control of Water will be required for the project especially at the 2400mm culvert inlet location. • The RM will permit the roadway between project tie-ins may be closed during construction. Some access for intermittent local traffic may be required. • Surfacing – sub-base, base, asphalt <p>2. Commencement and Completion Dates (Section 2.9)</p> <ul style="list-style-type: none"> • Commencement: Not earlier than July 1, 2025 and no later than July 10, 2025 or when all approvals and permits are obtained by the Owner. • Completion: October 1, 2025 <p>3. Site Occupancy and Liquidated Damages</p> <p>.1 Site Occupancy (Section 6.2)</p> <ul style="list-style-type: none"> ○ Charged Days Commence: first m3 of topsoil stripping or earth excavation. ○ Charged Days End: all items payable under the Contract are complete. <p>.2 Liquidated Damages (Section 6.1)</p> <ul style="list-style-type: none"> ○ Start October 1, 2025 ○ Lump Sum LD: \$20,000 ○ Daily LD: \$1,000 		
2.	Construction	By Who	On-going
2025-01-29	<p>1. Construction Material – Source Area</p> <ul style="list-style-type: none"> • Soil materials to be used for embankment construction will be an extension of road backslope and the east end of the project site (see sections on Drawing page 2 of 7). <p>2. Order of Work</p> <ul style="list-style-type: none"> • Project tie-ins - STA 9+045 (West) & 7+680 (East) <ul style="list-style-type: none"> Existing asphalt at project tie-ins will need to be pulverized and replaced to match design road structure. 		

	<ul style="list-style-type: none"> • Topsoil stripping for the clay source & stockpile area. Stripping area will include a location for stockpile areas as mutually agreed upon between the Contractor and Consultant. • Embankment over-excavation limits & minimum 3:1 slope An slope of not steeper than 3:1 will be required for excavation on the west side of the culvert during construction. The existing embankment east of the culvert will be entirely removed. • Written Plan submission – see Special Provisions 6.13.2 The Contractor will be required to submit a detailed plan of work order at least 10 days prior to the preconstruction meeting as outlined in Special Provisions 6.13.2. <p>3. Over-Ex / Common Ex</p> <ul style="list-style-type: none"> • For the purposes of this Contract, over-excavation is defined as excavation below the top of design subgrade. Common Excavation is defined as excavation above design subgrade and hauled to the embankment or to stockpile for subsequent use. <p>4. 2400 CSP Installation</p> <p>Culvert installation is expected to take place upon completion of embankment excavation. backslope.</p> <p>5. Compacted Fill, Notching/Benching</p> <p>Notching/benching will be required in the west portion of the project. The east portion will consist mainly of placing compacted fill (some benching may be required).</p> <p>6. Pavement Structure</p> <ul style="list-style-type: none"> • Subbase (Type 8 - 250mm thick) • GBC (Type 33 - 150mm thick) • Asphalt (Type 2 - 125mm thick) 		
3.	Warranty Period	By Who	On-going
2025-01-29	There will be a one year warranty period under this Contract. (See General Conditions 5.23 Warranty (Guarantee) Period.		
4.	Scale House Operators and Checkers - Contractor	By Who	On-going
2025-01-29	<ul style="list-style-type: none"> • The Contractor will be required to provide a scale house operator and checkers at the project site. 		
5.	Approvals and Agreements	By Who	On-going
2025-01-29	<p>1. Environmental</p> <p>.1 Aquatic Habitat Protection Permit</p> <ul style="list-style-type: none"> ○ Migratory Bird Survey Prior to Construction ○ Whooping Cranes – see SP 6.12 and AHPP <p>.2 DFO – in process</p> <p>2. Crossing / Proximity /Encroachment Agreements</p> <p>.1 SaskTel – temporary line, work in progress</p> <p>.2 SaskPower – agreement in place</p> <ul style="list-style-type: none"> ○ Underground line <p>.3 SaskEnergy – agreement in place</p> <p>.4 CNRL – agreement in place</p> <p>.5 TransGas - submitted</p>		
6.	Special Provisions	By Who	On-going
2025-01-29	<p>1. Haul Maintenance Agreements (SP 6.6)</p> <ul style="list-style-type: none"> • Secondary Weights are required on all haul roads. Primary Weights will be allowed only at a reduced speed of 60 km/hr 		

- Contractor must submit truck numbers with primary weights prior to haul
- Weigh scale required at all source material sites
- 2. Quality Assurance (QA) & Quality Control (QC) (SP 6.8)**
 - Quality Assurance by Owner
 - Quality Control by Contractor

The Owner only intends to provide Quality Assurance testing. Any Quality Control is the responsibility of the Contractor. Contractors should expect the Consultant to rigidly differentiate between QC and QA. The Owner's QA testing will not relieve the Contractor of QC responsibility.
- 3. Construction Survey (SP 6.9)**
 - Layout – 10 sets of stakes at 25m increment (See Special Provisions 6.9).
 - Quantity Measurements – Over-excavation and other excavated areas. The Consultant will provide quantity measurement GPS surveys for payment purposes.
- 4. Culverts (SP 6.14.2 & 6.15)**
 - Owner supplied except 2400mm CSP
 - 2400mm CSP to be obtained by Owner's Supplier
 - Cash Allowance (SP 6.15.1)
 - **Note: the price of the culvert as reflected in the Cash Allowance is considered by the Owner to be locked in. An adjustment will be made to the Cash Allowance price if the supplier's price to the Owner changes.**
 - Order of Work (SP 6.15.2)
 - **Existing** 2400mm CSP The Consultant expects the Contractor to leave the existing 2400mm CSP in place during installation of the new 2400mm CSP.
 - Control of Water (SP 6.15.6) Earthen coffer dams will not be permitted.
 - 2400mm CSP Culvert End Stiffener (SP 6.15.5) A culvert end stiffener will be required meeting the specifications in Special Provisions 6.15.5.
 - Granular Backfill – Owner Supplied (SP 6.15.4)
Granular back fill will be required to an elevation over the top of the pipe.
 - Riprap – Owner supplied (SP 6.14.5)
- 5. Owner Supplied Products & Work (SP 6.14)**
 - Fencing – remove/replace by Owner
 - Seed provided by Owner to Contractor
 - Erosion Control – provisional item. Owner may elect to do separately. Biodegradable Geotextile will not be required. Please see Addendum No. 1.
 - Aggregate supplied by Owner (SP 6.17)
 - Sub-base – NW 34-53-26W3
 - GBC - - NW 34-53-26W3
 - Granular Backfill (Culverts) - - NW 34-53-26W3
 - Asphalt aggregates – Hardy's (Miles) Pit
- 6. Approaches and Intersections (SP 6.18)**
 - Approach improvements shall be 7m wide, 12m radius.
 - Intersection improvements. None expected.
- 7. Traffic Accommodation (SP 6.4)**
 - Owner will permit Grid 797 to be closed. Road detour map is provided in the Tender document. See Figure F-01.

	<ul style="list-style-type: none"> Owner supplied signage. The Owner will supply and set up all signage pertaining to the road closure and detour. Scheduled Time-off. The Contractor is expected to ensure access for local traffic and to protect completed work during scheduled time off. Traffic Gravel for Inclement Weather <ul style="list-style-type: none"> The RM will supply, haul, and place traffic gravel for anticipated inclement weather if adequate advance notice is provided by the Contractor of the need for traffic gravel. <p>8. Moisture Conditioning</p> <ul style="list-style-type: none"> Suitable vs Unsuitable Material Excavated wet material will not be considered unsuitable for fill material simply because it is wet. The Consultant will consider all clay soils to be suitable material if those soils are suitable at the optimum moisture content. <p>9. Protection of the Road Surface</p> <ul style="list-style-type: none"> Contractor is responsible to protect the road embankment and road surface through all phases of the work. 		
7.	Unit Price Schedule	By Who	On-going
2025-01-29	<ul style="list-style-type: none"> All bid items included in Unit Price Schedule "A" were reviewed in detail. The price of the culvert as reflected in the Cash Allowance is considered by the Owner to be locked in. An adjustment will be made to the Cash Allowance price if the supplier's price to the Owner changes. 		
8.	Tender Submissions	By Who	On-going
2025-01-29	<p>1. Tender Closing</p> <ul style="list-style-type: none"> 2:00 PM Wednesday, February 19, 2025 Hard Copy Submissions Only <p>2. Public Opening</p> <ul style="list-style-type: none"> February 19, 2025 at BAR Engineering office. <p>3. Tender Modification and Unit Price Schedule</p> <ul style="list-style-type: none"> Entire Schedule of Quantities must be re-submitted (no modifications to individual items will be allowed) <p>4. Question Period Closing</p> <ul style="list-style-type: none"> Thursday, February 13, 2025 at 2:00 PM 		
9.	Open Discussion	By Who	On-going
2025-01-29	<ul style="list-style-type: none"> Clarification: Traffic Gravel <ul style="list-style-type: none"> The Owner will supply and haul traffic gravel for forecasted inclement weather. The Owner will also be responsible for dust control on haul roads (water truck) during hauling operations from the asphalt plant area. Clarification pertaining to the cost of the 2400mm CSP and the correlating Cash Allowance in Schedule A. <ul style="list-style-type: none"> The Owner understands that the supplier's quoted price is locked in and will not change. Should the supplier change the price, the Owner will make an adjustment to the Cash Allowance through a Change Order. Question: Will a loader scale be permitted for hauling sub-base and granular base coarse material stockpiled by the Owner? <ul style="list-style-type: none"> No, a loader scale will not be permitted. 		

	<ul style="list-style-type: none">• Question pertaining to the following statement in Special Provisions 6.17.1: “Can the following clause be removed from the Tender documents?” “The Owner provides no guarantee as to the quality of aggregate available from these source(s), however, the Owner has successfully utilized the material from the above sources for previous road construction.” The Owner will consider removing the clause from Special Provisions 6.17.1 of the Tender Documents.• Question: Will the Owner consider Contractor supplied asphalt instead of using Owner supplied materials? BAR and the RM will consider and discuss permitting Contractor supplied asphalt aggregate for the project.		
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3.2.2 Unit Price Schedule "B" - Alternate Work Quantities and Unit Prices

Item #	Description	Est'd Quantity	Unit	Unit Price (\$)	Extension (\$)
Grid 797 Pipestone Creek Culvert Replacement					
PART D: Pavement Structure					
2.0	Asphalt Concrete Pavement Structure				
.5	Hot-Mix Asphalt (Type 2) – 125mm Compacted Thickness, Contractor Supply	4300	tonnes	_____	_____

CNRL File: **952996-6**
CNRL Surface File(s): **1035875-6**
Your File: **24MU-598400**
Land File: **N/A**

FACILITY CROSSING AGREEMENT

THIS AGREEMENT is made and effective as of the **23rd day of January, 2025**

BETWEEN: **CANADIAN NATURAL RESOURCES LIMITED** ("Grantor")

- and -

RM OF FRENCHMAN BUTTE NO. 501 ("Grantee")

WHEREAS Grantor holds one or more rights-of-way for access across the said lands and has constructed a well site / access road / buried cable / pipeline / powerline herein, hereafter referred to as "Grantor's Facility" (which is subject to regulation by the **Ministry of Energy and Resources**); and

WHEREAS Grantee has acquired one or more rights-of-way across the said lands and proposes a(n) **Grid Road 797 Reconstruction Project**, details of which are referred to in Schedule "B" as "Grantee's Facility" (which is subject to regulation by the RM of Frenchman Butte No. 501); 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, mutual covenants and Agreements herein contained, the parties agree that their respective Work in the Crossing Area shall be governed by this Agreement (together with Schedules) as herein described.

1. **TERMS AND CONDITIONS**

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

2. **LOCATION AND NOTICES**

a) **Location of Crossing Area:**

See SCHEDULE "B" – LOCATION PLAN AND PROFILE

b) **Notices:**

Name:	<u>Grantor's Corporate Office</u> CANADIAN NATURAL RESOURCES LIMITED
Address:	Box 6926, Station "D" Calgary, Alberta T2P 2G1
Dept.:	Surface Land
Contact:	Surface Manager

CNRL File: 952996-6

Name: Grantee's Corporate Office
Address: **RM OF FRENCHMAN BUTTE NO. 501**
PO BOX 180
PARADISE HILL, SK
S0M 2G0

c. **Field Representative**

Name: Grantor
Mike Gallon
Position: **Foreman**
Address: LLOYDMINSTER

Phone: (780) 871-8270
Cell: (780) 214-4795

Name: Grantee
Aaron Neilly
Position: Infrastructure Manager
Address: Box 180 Paradise Hill, SK S0M 2G0
Phone: (306) 344-2034

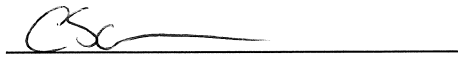
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed.

CANADIAN NATURAL RESOURCES LIMITED
("GRANTOR")

RM OF FRENCHMAN BUTTE NO. 501
("GRANTEE")

PER: _____
Chalene Young
Surface Land Administrator

PER: 

PER: 
Witness

SCHEDULE "A"

MUTUALLY AGREED TO TERMS AND CONDITIONS

**This Schedule "A" to Form Part of the Facility Crossing Agreement between
CANADIAN NATURAL RESOURCES LIMITED (Grantor)
and
RM OF FRENCHMAN BUTTE NO. 501 (Grantee)
dated this 23rd day of January, 2025**

1. INTERPRETATION

- 1.01 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 red on 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:
 - i) any structure that is constructed or placed on the right-of-way of Grantor (concrete slab, concrete conduit, retaining walls, special fences such as chain link, etc.), and;
 - ii) any highway, private road, railway, irrigation ditch, drain, drainage system, sewer, dike, cable 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 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.
- 1.02 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:

CNRL File: 952996-6

- a) if any term or provision contained in the body of this Agreement 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, that 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 STATUTES 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 government 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 60 cm shall be maintained between the external surface of the underground facilities unless otherwise approved by a CNRL representative; 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 thirty (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.

CNRL File: **952996-6**

- b) Grantor has the right to have a representative present to inspect the Work of the 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 five (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 60 cm 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 cm 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.

CNRL File: **952996-6**

- 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 the 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 on 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 this 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 in 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 provision 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 on 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) No notice shall be effective if mailed during any period on 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.

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) Grantee shall:
 - i) be liable to Grantor for all loss, damages and expenses which Grantor may suffer, sustain, pay or incur and, in addition,
 - ii) 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.
- b) Grantor shall:
 - i) be liable to Grantee for all loss, damages and expenses which Grantee may suffer, sustain, pay or incur and, in addition,
 - ii) 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.
- c) "Notwithstanding clause 9(a) and (b), in no event shall either the Grantee or Grantor be liable to each other for any special, indirect or consequential damages, whatsoever (including liability based on negligence), including, without limitation, loss of profits or

business interruption.

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 other party to this Agreement notice of its intent by registered mail.
- b) The other party to this Agreement may require the assignor and assignee to execute a Novation Agreement in a form acceptable to the other party.

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 for 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 vice versa.
- 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 set 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 are herein described.

CNRL File: 952996-6

SCHEDULE "B"

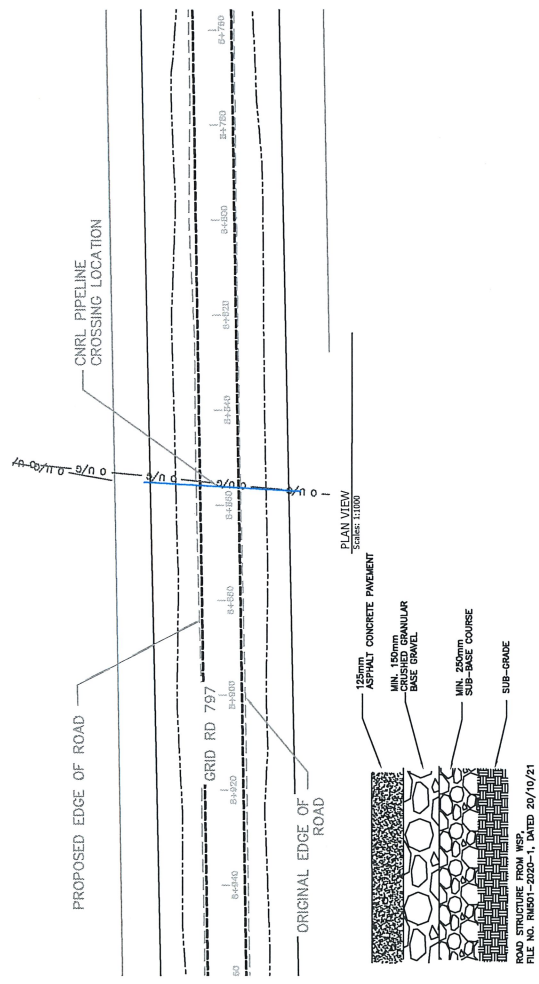
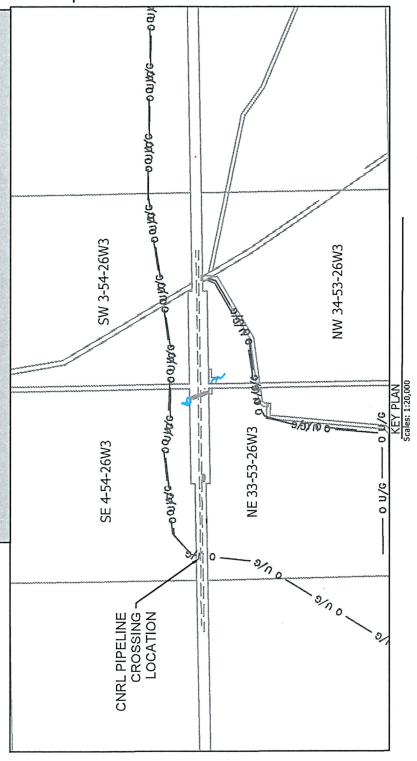
LOCATION PLAN AND PROFILE

**This Schedule "B" forms part of the Facility Crossing Agreement between
CANADIAN NATURAL RESOURCES LIMITED (Grantor)
and
RM OF FRENCHMAN BUTTE NO. 501 (Grantee)
dated this 23rd day of January, 2025**

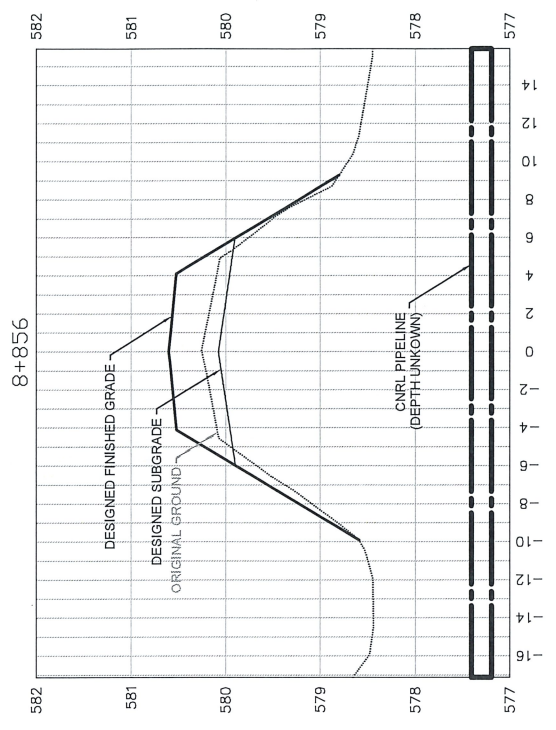
Project Description: Grid Road 797 Reconstruction Project
Grantee File#: 24MU-598400
Broker File#: N/A

Grantee Facility	Request Type	Location	CNRL Facility	CNRL Surface File
Road	Crossing	Twp 54 Rge 26 W3M: SW of Section 4	Pipeline 6479-38/171879-1	1035875-5
Road	Crossing	Twp 53 Rge 26 W3M: NW of Section 33	Pipeline 6479-38/171879-1	1035875-5

Schedule "B" - Plan - between Canadian Natural Resources Limited and RM of Frenchman Butte No. 501 Effective January 23, 2025 Addendum 952996-6



TYPICAL ROAD STRUCTURE DETAIL
NOT TO SCALE



CROSS SECTION
SCALE: 1:1000 HORIZONTAL, 1:50 VERTICAL

REVISIONS	
NO.	DESCRIPTION
0	ISSUED FOR CROSSING AGREEMENT
	DATE
	BY
	CHK
	DATE

Note:
The location of the utilities shown is approximate only. Other utilities shown are determined by consulting the appropriate authorities. Verify the exact location and invert elevations by hand excavation. All changes are calculated along the centerline right of way.

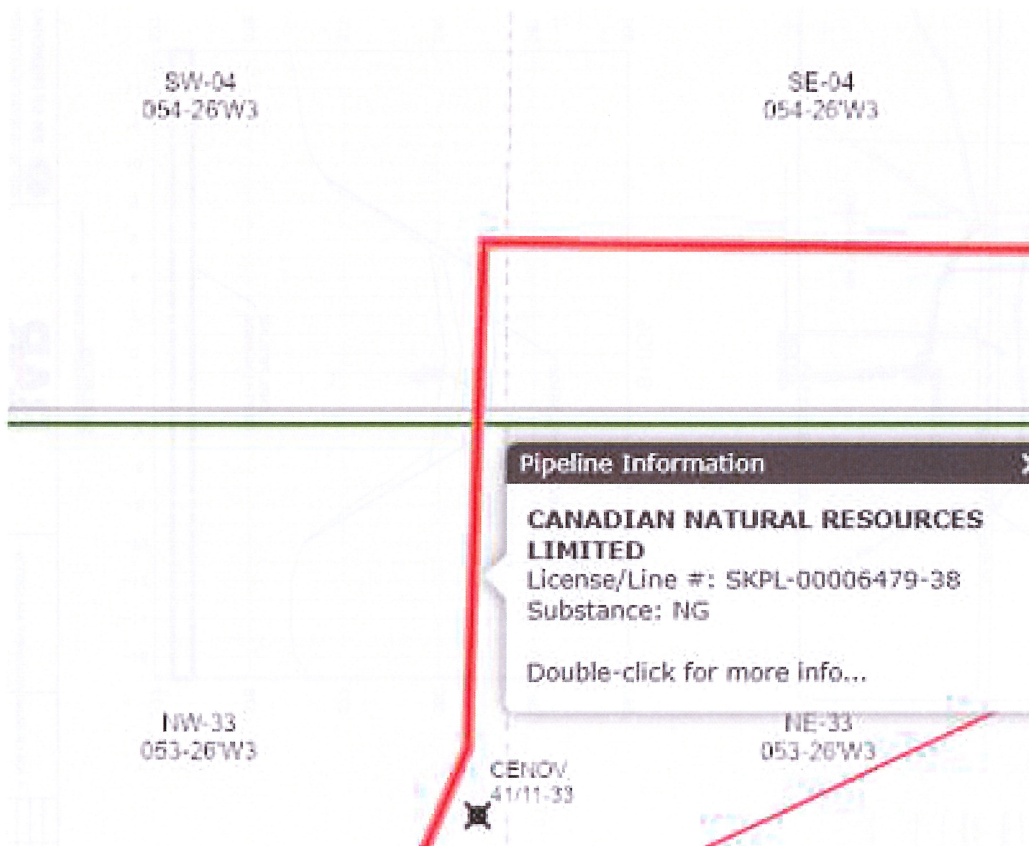
BAR ENGINEERING

PROJECT #:
DRAWING #:
SCALE:
AS SHOWN

RM OF FRENCHMAN BUTTE NO. 501
GRID 797 PIPESTONE CREEK CULVERT REPLACEMENT
STA 8+856 CNRL PIPELINE CROSSING
CROSSING AGREEMENT APPLICATION
RM OF FRENCHMAN BUTTE NO. 501, SK

ENGINEER: [Signature]
PERMIT: [Blank]
SHEET #: 1 of 1

Schedule "B" – Plan – between Canadian Natural Resources Limited and RM of Frenchman Butte No. 501 Effective January 23, 2025 Addendum 952996-6



Grain Size Distribution Analysis Report

Project Name: Grid 797 Reconstruction

Distribution:

Project No.: LM25-50551

rm501cet@sasktel.net

Client: RM of Frenchman Butte

Location: Frenchman Butte, Saskatchewan

Sample No.: 50551.001

Date Received: 28-Jan-25

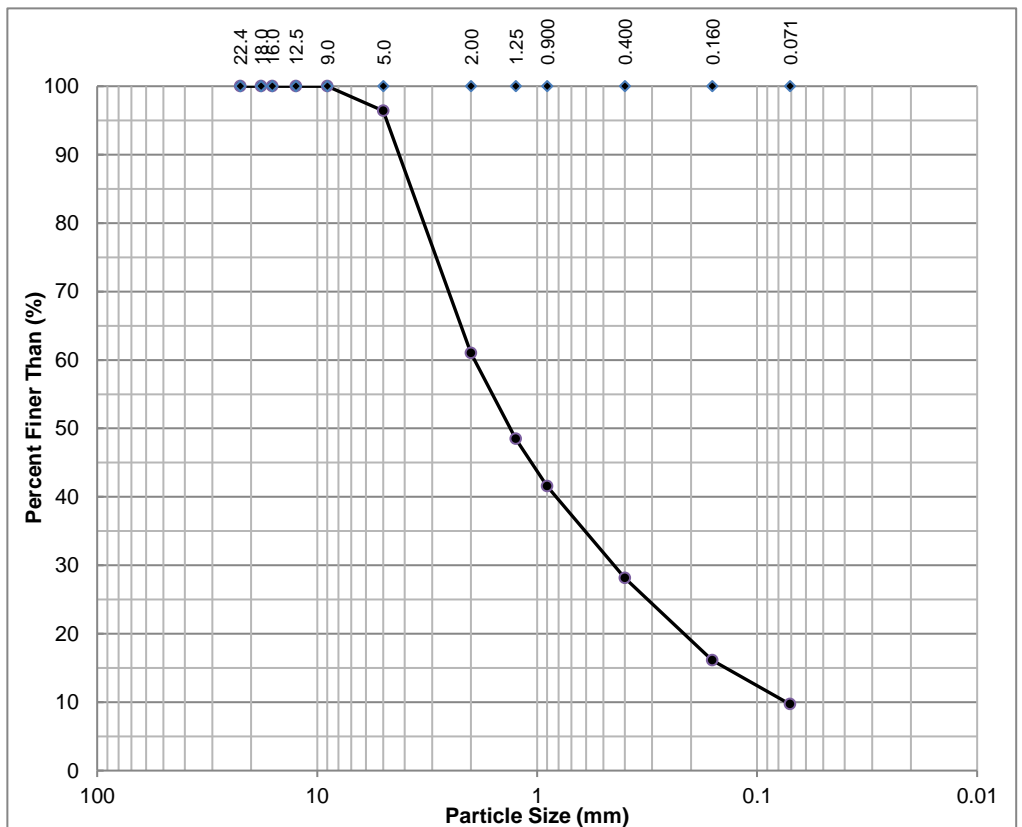
Date Sampled: 28-Jan-25

Type of Sample: Manufactured Fines

Sampled By: SolidEarth/CS

Sample Source: Miles Pit

Sieve Size (mm)	Percent Finer Than (%)
22.4	100.0
18.0	100.0
16.0	100.0
12.5	100.0
9.0	100.0
5.0	96.4
2.00	61.0
1.25	48.5
0.900	41.6
0.400	28.1
0.160	16.1
0.071	9.7



SolidEarth Geotechnical Inc.



Karl Jory, P.Eng

Grain Size Distribution Analysis Report

Project Name: Grid 797 Reconstruction

Distribution:

Project No.: LM25-50551

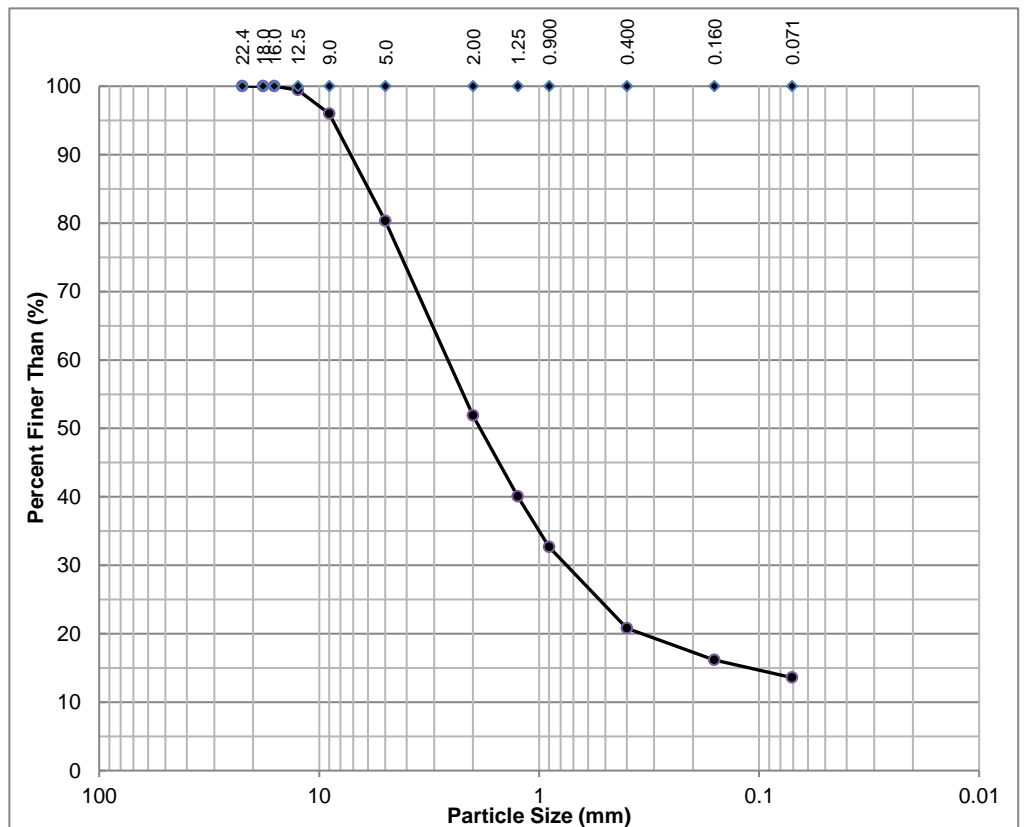
rm501cet@sasktel.net

Client: RM of Frenchman Butte

Location: Frenchman Butte, Saskatchewan

Sample No.: 50551.002	Date Received: 28-Jan-25
Date Sampled: 28-Jan-25	Type of Sample: Reject Sand
Sampled By: SolidEarth/CS	Sample Source: Frenchman Butte Access Pit (Middle Pile)

Sieve Size (mm)	Percent Finer Than (%)
22.4	100.0
18.0	100.0
16.0	100.0
12.5	99.5
9.0	96.0
5.0	80.3
2.00	51.9
1.25	40.1
0.900	32.7
0.400	20.8
0.160	16.2
0.071	13.6



SolidEarth Geotechnical Inc.



Karl Jory, P.Eng

Grain Size Distribution Analysis Report

Project Name: Grid 797 Reconstruction

Distribution:

Project No.: LM25-50551

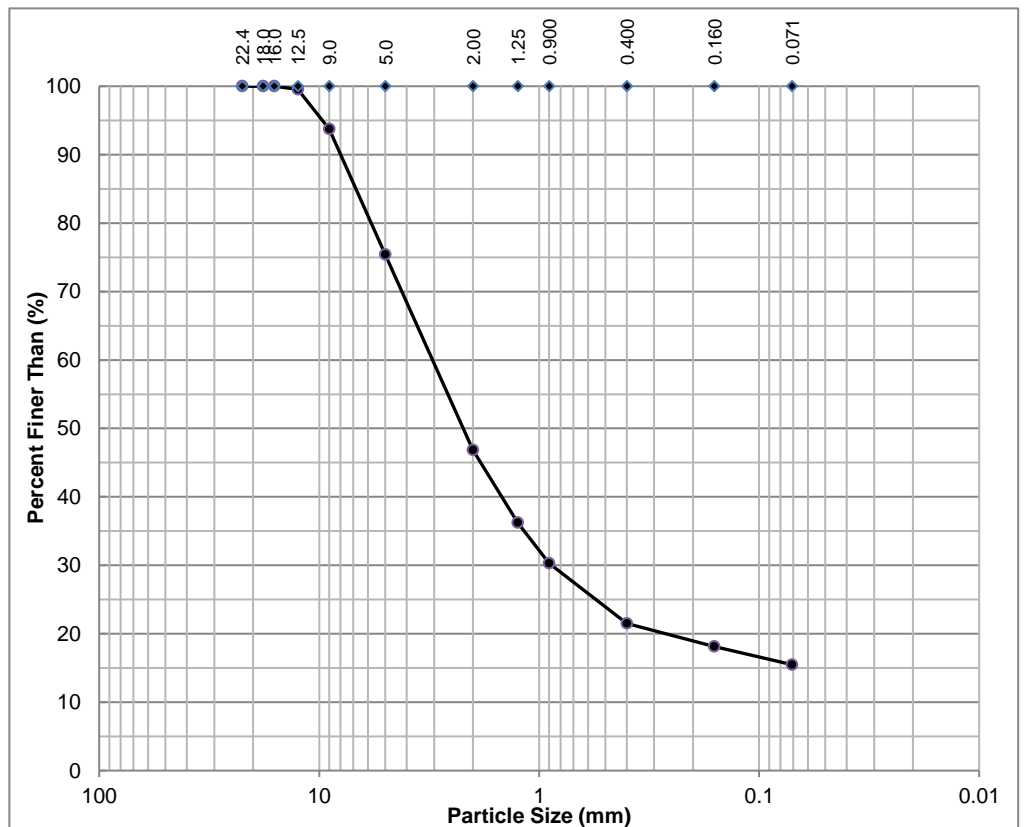
rm501cet@sasktel.net

Client: RM of Frenchman Butte

Location: Frenchman Butte, Saskatchewan

Sample No.: 50551.003	Date Received: 28-Jan-25
Date Sampled: 28-Jan-25	Type of Sample: Reject Sand
Sampled By: SolidEarth/CS	Sample Source: Frenchman Butte Access Pit (North Pile)

Sieve Size (mm)	Percent Finer Than (%)
22.4	100.0
18.0	100.0
16.0	100.0
12.5	99.5
9.0	93.8
5.0	75.4
2.00	46.9
1.25	36.2
0.900	30.3
0.400	21.5
0.160	18.1
0.071	15.5



SolidEarth Geotechnical Inc.



Karl Jory, P.Eng

Grain Size Distribution Analysis Report

Project Name: Grid 797 Reconstruction

Distribution:

Project No.: LM25-50551

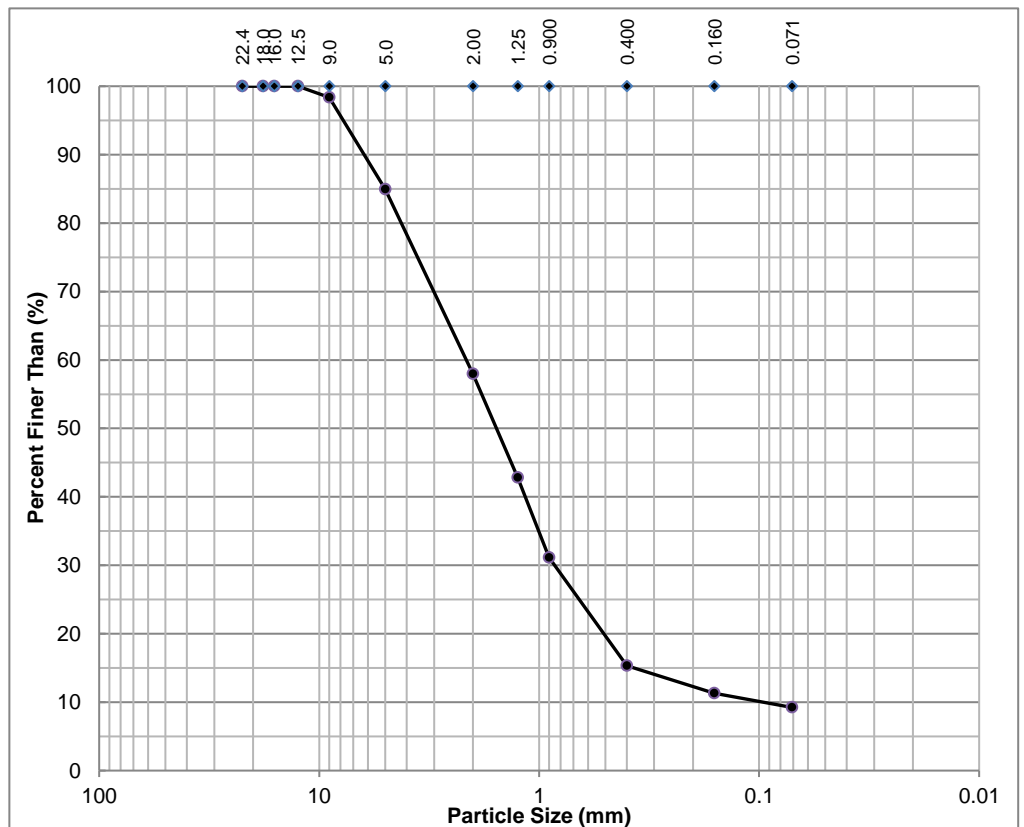
rm501cet@sasktel.net

Client: RM of Frenchman Butte

Location: Frenchman Butte, Saskatchewan

Sample No.: 50551.004	Date Received: 28-Jan-25
Date Sampled: 28-Jan-25	Type of Sample: Reject Sand
Sampled By: SolidEarth/CS	Sample Source: Frenchman Butte Access Pit (South Pile)

Sieve Size (mm)	Percent Finer Than (%)
22.4	100.0
18.0	100.0
16.0	100.0
12.5	100.0
9.0	98.4
5.0	84.9
2.00	58.0
1.25	42.8
0.900	31.1
0.400	15.3
0.160	11.3
0.071	9.2



SolidEarth Geotechnical Inc.



Karl Jory, P.Eng

Grain Size Distribution Analysis Report

Project Name: Grid 797 Reconstruction

Distribution:

Project No.: LM25-50551

rm501cet@sasktel.net

Client: RM of Frenchman Butte

Location: Frenchman Butte, Saskatchewan

Sample No.: 50551.005

Date Received: 28-Jan-25

Date Sampled: 28-Jan-25

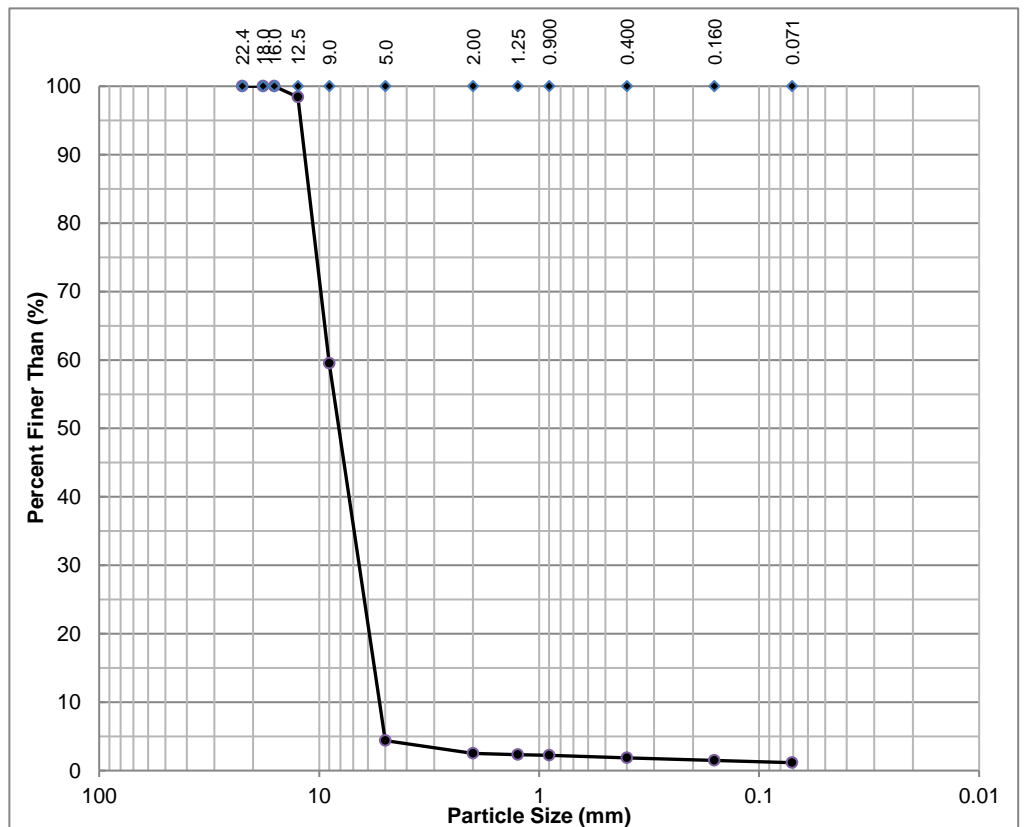
Type of Sample: 12.5 mm Crushed Gravel

Sampled By: SolidEarth/CS

Sample Source: Miles Pit

Percent Crushed (1 Face): 96 %

Sieve Size (mm)	Percent Finer Than (%)
22.4	100.0
18.0	100.0
16.0	100.0
12.5	98.4
9.0	59.5
5.0	4.4
2.00	2.5
1.25	2.3
0.900	2.2
0.400	1.9
0.160	1.5
0.071	1.2



SolidEarth Geotechnical Inc.



Karl Jory, P.Eng



N

NF

MF

MF

CC

Potential Plant
Locations