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Exhibit T-7

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Exhibit T-10
Form of Milestone Achievement Certificate

Milestone Achievement Certificate

Date: _____

Mr. _____
[Owner Entity Name]
[Enter Name], Project Manager

Reference: [Contractor] Job No. _____
Subject: Milestone No. _____

Dear Mr. _____:

[Contractor] certifies:

A. The completion of the following Milestones on the dates set forth below:

<u>Milestone No.</u>	<u>Completion Date</u>
----------------------	------------------------

As evidence of achievement, the attached "Field Completion Certificate(s)" are offered.

B. The Milestones listed in "Field Progress Certificate No. ____" attached hereto have the percentage of completion provided therein.

Very Truly Yours,

[Contractor's Name]
[Enter Name], Project Manager

Attachment: Field Completion Certificate No. ____
Field Progress Certificate No. ____

Exhibit T-10
Form of Milestone Achievement Certificate

Field Completion Certificate

Date: _____

To: [Owner Entity Name]
[Enter Name], Project Manager

From: [Contractor's Name]
[Enter Name], Site Manager

Subject: Milestone Number _____

This is to certify that the following milestone was completed on _____

Milestone Number: _____

Milestone Description: _____

SIGNED: _____
[Contractor's Name]
[Enter Name], SITE MANAGER

DATE: _____

SIGNED: _____
[Owner Entity Name]
SITE REPRESENTATIVE

DATE: _____

Exhibit U

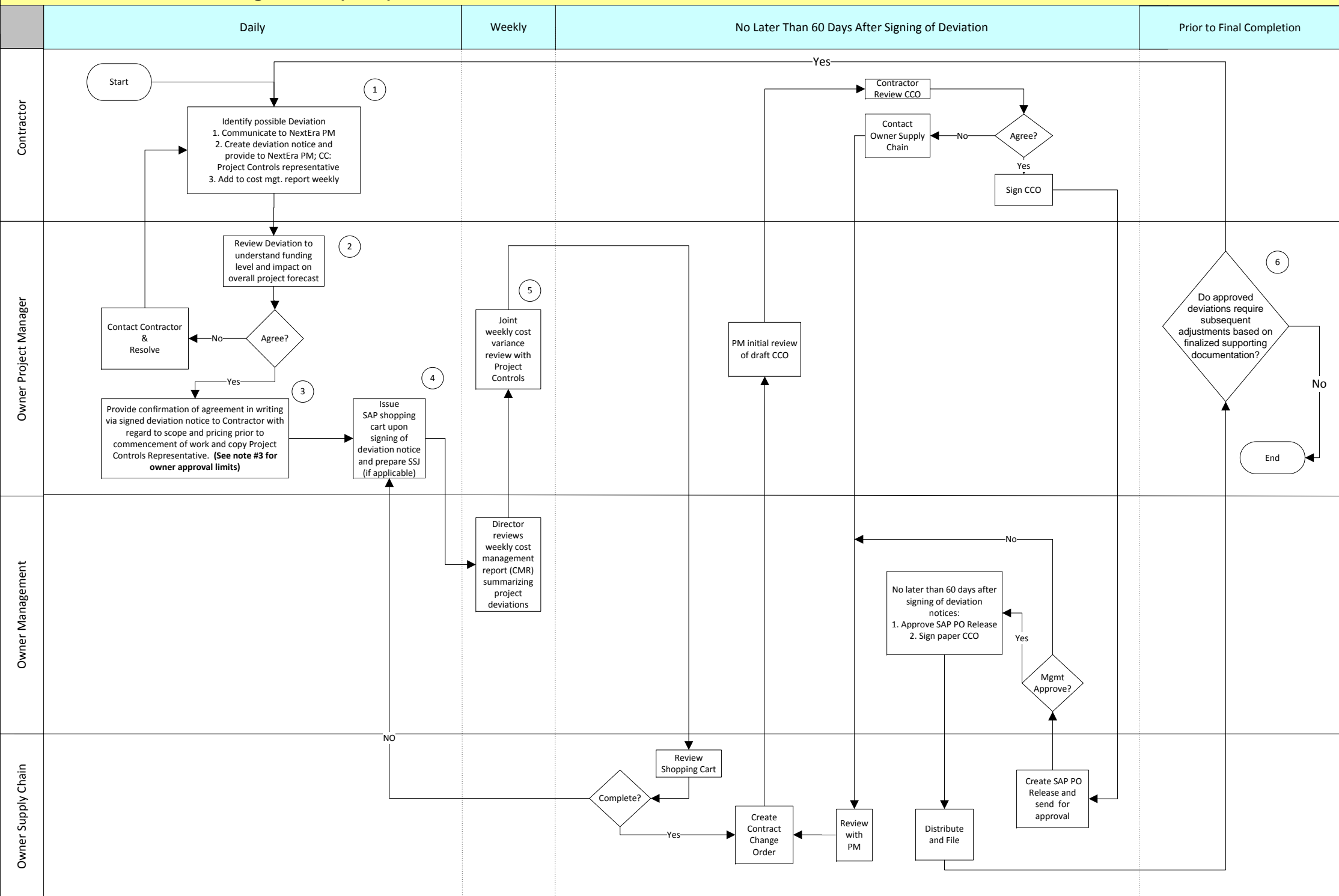
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**EXHIBIT V-1
FORM OF SCOPE CHANGE ORDER**

SCOPE CHANGE ORDER NO. _____

Contractor: _____		Title: _____		Date: _____	
CONTRACT CHANGE: (Detail)					Amount (Circle Credits)
<p>This Scope Change Order No. [____], effective [_____], is issued to amend the Engineering, Procurement and Construction Agreement for [_____] between [_____] a [_____] (“Owner”) and [_____] (“Contractor”) dated [_____] (the “Agreement”) as specified below. The initial capitalized terms used herein, unless otherwise defined in this Scope Change Order, shall have the meanings ascribed to them in the Agreement.</p> <p>[INSERT DETAIL OF SCOPE CHANGE]</p>					
Contract Start Date: _____		Contract Completion Date: _____		Total Authorized Amount This Scope Change Order (CAD)	
Schedule of Prices: Lump Sum Fixed Price					
WORK/SERVICE START DATE: _____			WORK/SERVICE END DATE: _____		
COST HISTORY					
Original Contract Price (CAD) \$ _____ Total Previous Changes Auth. (CAD) _____ This Change (Net Amount) (CAD) _____ <input type="checkbox"/> Firm <input type="checkbox"/> Estimate Total Contract Price (CAD) \$ _____ (Including this change)		Primary Cause of Change (Check One) <input type="checkbox"/> Variance from Quantity Estimate <input type="checkbox"/> Regulatory Requirements <input type="checkbox"/> Construction Changes <input type="checkbox"/> Engineering Changes <input type="checkbox"/> Other Department Requests <input type="checkbox"/> Vendor Caused (Identify Back Charges) <input type="checkbox"/> Constructability <input type="checkbox"/> Other (Specify) _____		SCHEDULE <input type="checkbox"/> Change Does Not Affect Guaranteed Substantial Completion Date <input type="checkbox"/> Change Does Affect Guaranteed Substantial Completion Date	
<p>Could this Scope Change Order Impact Other Contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>					
Accepted by Contractor: [INSERT CONTRACTOR LEGAL NAME]			Owner Authorization: [_____]		
Signature: _____ Name (Print) _____ Title (Print) _____ Date: _____		Signature: _____ Name (Print) _____ Title (Print) _____ Date: _____			

Exhibit V-2 - Contract Change Order (CCO) Process



Notes

1. Soon as any deviation is recognized it should be communicated to Owner PM
2. Review with Project Controls for appropriate supporting documentation for pricing and completion of work
3. Confirmation of acceptance of scope of work and pricing must be in writing within the established approver limits:
 - Deviation <\$300K: PM Approval Required
 - Deviation \$300K-\$1M: Director Approval Required
 - Deviation >\$1M: Vice President Approval Required
4. When the appropriate thresholds have been met, the Owner Project Manager should have a shopping cart in the system upon the signing of the deviation unless there are issues to be resolved with the request for CCO. **SSJ is only required on EPC contracts if the CCO is >\$10MM.**
5. Bi-weekly meetings between Owner Project Manager, Project Controls and Contractor.
6. Certain deviations are approved with an estimated amount prior to the work commencing. Such deviations require a subsequent review of final supporting documentation to determine if any adjusting deviation and change order is required.

Rev. 5; 08/29/17

Exhibit W-1

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Exhibit W-2

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Exhibit O

Additional Contractor Responsibilities

Part 1 - Aboriginal Project Requirements, Rev 6-15-16

Appendix 1 of Part 1- Contractor's Aboriginal Participation Plan, Rev 11-15-17

Part 2 - Environmental Protection Plan, Rev 4-28-16

Exhibit Y Form of Request For Payment

TO: NextBridge Infrastructure LP
500-214 King Street, West
Toronto, Ontario M5H 3S6 Canada
Attention: [_____]

With a copy to:

NextBridge Infrastructure LP
700 Universe Blvd.
Juno Beach, FL 33408
Attention: Invoice Processing Department (Mail Stop: CPM/JB)

APPLICATION FOR PAYMENT

Contractor's Invoice No.: _____ DATE: _____

WBS Element: [Provided by Owner]

Purchase Order Number: [Provided by Owner]

Application is made for payment as shown below in connection with the contract.
See continuation sheets attached for additional breakdowns for labor and material.

Prepared by: _____	ORIGINAL CONTRACT PRICE	\$_____ (CDN)
Date: _____	Net Change by Scope Change Orders	\$_____ (CDN)
	CONTRACT PRICE TO DATE	\$_____ (CDN)
	Less Prior Applications for Payment	\$_____ (CDN)
	CURRENT APPLICATION FOR PAYMENT	\$_____ (CDN)
	BALANCE OF	
	CONTRACT PRICE	\$_____ (CDN)

FORM OF QUALITY CONTROL PROGRAM

Contractor shall have in effect at all times a Project Quality Assurance Program which has been approved by Owner which as a minimum conforms to the American National Standard ANSI/ASQ ISO 9001, Model for Quality Assurance, or an approved alternative. This QA Program shall ensure that all materials and services (including subcontracted materials and services) provided on this project comply with the specification and applicable Codes.

1.0 Quality Assurance Program:

- 1.1 Contractor shall have a QA Program in effect at all times to verify that all items and services, including subcontracted items and services, comply with the contract requirements.
- 1.2 This program will clearly establish the authority and responsibility of those responsible for the QA Program. Persons performing quality functions will have sufficient and well-defined responsibility and authority to enforce quality requirements; to identify, initiate, recommend, and provide solutions to quality problems; and to verify the effectiveness of the solutions.
- 1.3 Contractor shall submit a controlled copy of his QA or Quality Control Manual for review and acceptance by Owner. In addition, Contractor will make available for review copies of any associated implementing procedures and/or instructions. A post award meeting will be held at Contractor's facility to discuss the Project's QA and quality requirements.
- 1.4 Contractor shall utilize a quality plan for all stages of the project including design, procurement, installation/erection, testing, start-up and turnover. The quality plan will identify critical activities, inspections and other quality verification points that will be performed to ensure the quality of work meets specified requirements.
- 1.5 Prior to the post award meeting, Contractor shall make available for review the Quality Control Manual for the project that includes implementing procedures, instructions, and check-sheets (which may include but not limited to):
 - 1.5.1 Test & Inspections
 - 1.5.2 Quality System Audits
 - 1.5.3 Nondestructive Examination Control
 - 1.5.4 Control of Special Process
 - 1.5.5 Non-conformance Control and Corrective Actions
 - 1.5.6 Material Control
 - 1.5.7 Document Control and Record Retention

Contractor's preliminary site Construction Quality Plan includes "Inspection and Test plans" that comply with the National Codes (ASME, AWS, ACI). Owner will perform an overview of Contractor's Quality System. This overview does not include "Hold" or "Witness" points. Every effort will be made to implement a meaningful overview without impeding Contractor's efforts or job progress. Owner's overview is intended to assist Contractor implement an effective Quality System and associated quality controls focused on problem prevention and continuous improvement. Concerns arising from the overview activities will immediately be conveyed to Contractor for incorporation into Contractor's Quality System or Project's Quality Plan for corrective action, recurrence control, and trending. Owner's representatives will continually monitor and evaluate Contractor's timeliness and adequacy of corrective actions and recurrence controls.

- 1.6 If subsequent to its acceptance, the QA Program is found to be ineffective or inadequate in providing acceptable quality controls, Owner reserves the right to require the necessary revisions.

2.0 Contractor's Responsibilities for Suppliers

- 2.1 Material and equipment quality control: Contractor shall provide new equipment, materials and workmanship for their application.
- 2.2 Contractor is responsible for the work and materials specified in the contract and shall require its subcontractors/suppliers to comply with the appropriate technical and quality requirements of the specification and associated procurement documents.
- 2.3 Contractor will identify, in purchase documents to his suppliers, all applicable quality and QA requirements imposed by the specification on Contractor and will ensure compliance thereto. Contractor has the prime responsibility for vendor surveillance and evaluating and monitoring the implementation of the Quality Assurance Programs of his suppliers. . The degree of overview should be based on results of the evaluation and ongoing quality performance.

FORM OF QUALITY CONTROL PROGRAM

- 2.4 Contractor will submit a copy of his Vendor Surveillance plans to Owner for review prior to implementation. Upon request, Contractor will submit to Owner copies of the reports of the vendor surveillance activities that he performs on his suppliers.
- 3.0 Witness Points**
- 3.1 Owner will have the right to establish witness points for which Contractor will give ten (10) business days prior notification. In addition, Owner may establish witness points to ensure resolution of quality problems.
- 3.2 Witness points are defined as predetermined points during fabrication when equipment or activities may be inspected or witnessed for compliance with the Agreement, specification, and quality requirements.
- 3.3 Owner will have the right to access Contractor and Contractor's Suppliers facilities at any time to verify the progress and quality of the work.
- 4.0 Stop Work Action**
- 4.1 Owner will orally notify and confirm in writing to Contractor of any situation where, in the judgment of Owner, Contractor or Contractor's suppliers are performing work contrary to the conditions and terms of the Contract or where continued operations could cause damage, preclude further inspection, or render remedial action ineffective for any product or service provided by Contractor or Contractor's suppliers.
- 4.2 If, after this notification, Contractor does not commence appropriate corrective action to the satisfaction of Owner, Owner will initiate stop work action on the specified product or service and so notify Contractor in writing.
- 4.3 Upon receipt of a Stop Work Directive (SWD) from Owner, Contractor and Contractor's suppliers will cease operations, including shipments, on any specified product or service to the extent stipulated by the SWD. Resumption of operations will not be undertaken until Contractor has obtained a written authorization from Owner. A written authorization to resume further operations will only be granted upon approval of Contractor's written commitment to correct those conditions itemized on the SWD. Correction of the actual deficiency will be required prior to release for shipment.
- 5.0 Deviations and Nonconformance's**
- 5.1 Departure from any requirement of this Specification shall be considered a deviation or nonconformance. Examples include physical defects in equipment, test failures, equipment out-of-tolerance, or deviations from the specification, inspection or test procedures. No deviation or nonconformance from this Specification will be accepted until approved in writing by Owner.
- 5.2 Access to Contractor's facility and their suppliers' facilities shall be provided to the Owner (or agent) at its' option, to evaluate the effectiveness of the quality systems. Necessary changes, which may be required to conform to the above requirements, shall be made by Contractor.
- 6.0 Inspection, Shop Testing and Quality Verification**
- 6.1 Contractor shall develop, implement and provide to the owner a Quality Control Plan for Equipment Suppliers that identifies the level and extent of shop inspection, testing and other quality verification activities. Contractor shall identify the number of man-days budgeted regarding each equipment supplier listed on the Quality Control Plan.
- 6.2 Testing programs shall be established by Contractor, but shall not be less thorough than the manufacturer's standard testing procedures or as outlined in the major equipment contracts. Contractor is responsible for insuring that the manufacturers meet specification requirements for quality, inspections and testing contained in all equipment contracts.
- 6.3 Contractor's inspection and testing programs can be established based on previous experience however Contractor shall demonstrate to Owner justification of inspection activities.
- 6.4 Contractor shall perform inspection, shop testing or other quality verification activities with appropriately qualified and experienced personnel.
- 6.5 Contractor shall develop and maintain a monthly schedule that identifies the quality verification activities and witness points to be performed on this project. Copies of this schedule shall be provided to the owner.
- 6.5.1 The Owner reserves the right of shop inspection visits and may witness shop tests, provided that Contractors Schedule is not impacted. Any shop inspections by Owner does not relieve Contractor of its responsibility contained in the terms of the Contract. Contractor shall notify

FORM OF QUALITY CONTROL PROGRAM

Owner of impending inspection visits or tests at least ten (10) business days in advance of inspections or tests. Shop inspections shall also be identified in Contractor's schedule.

6.6 Contractor shall furnish to Owner certified copies of test reports and shop tests whether Owner witnesses the shop test or not.

7.0 Equipment Expediting Services

Expediting services are included for all engineered equipment to track the engineering phase to ensure timely delivery of vendor design drawings and documents, as well as timely engineering design drawing review, and timely resolution of open issues. Expediting services are also included to track the manufacturing and testing phase to ensure timely shipment of equipment that passes all tests and meets vendor as well as Contractor quality assurance and quality control program requirements.

8.0 Construction Quality Control

First line, primary inspection and testing (hereafter referred to as Quality Control) is the responsibility of Contractor. Contractor's quality control procedures shall be clearly stated in the Project's Quality Control Manual, and shall specify field inspections and inspection criteria. Problems discovered during inspections and testing which could impair job cost, schedule, or facility function, will be immediately conveyed to Owner.

9.0 Construction Meetings

Contractor shall conduct meetings with subcontractor supervisory personnel prior to task performance, to insure understanding of the design specification requirements. At this time, inspection requirements and witness points shall be explained. Meetings shall be documented.

10.0 Construction Surveillance

The surveillance, which shall include hands-on inspections and documentation, verifies that the installations conform to the drawings, specifications, and applicable codes. Surveillance shall include in-process inspections, early in the process, as an effort to evoke problem prevention instead of problem resolution that comes with performing only final inspections. Contractor is obligated to engineer, construct and operate equipment in accordance with manufacturers' recommendations. Owner must be notified in writing prior to Contractor initiating actions that deviate from manufacturer's recommendations.

11.0 Test Monitoring

Testing shall be observed and documented by qualified Contractor personnel. Testing procedures and test reports should be reviewed as well as direct observation of the test process.

12.0 Inspection Plan

Contractor shall develop an Inspection Plan that identifies the Quality Control activities Contractor will perform. This plan shall outline the usage and extent of the above methods, or additional methods to be used by Contractor to monitor the quality of the installation.

13.0 As-Builts

Contractor shall develop and implement a document control program to ensure that the project submittals identified in the EPC Agreement are properly controlled and as-builts are provided to the owner in accordance to the project document submittal schedule.

Exhibit AA-1

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Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor **prior to payment** when required as a condition for either:

- second and subsequent progress payments; or
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. _____
dated the _____ day of _____,
in the year _____.

Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Date of Contract: _____

Day

Month

Year

Name of Owner

Name of Contractor

Identification of Declarant

Name of Declarant

Position or Title (of office held with Contractor)

Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in _____
City/Town and Province

this _____ day of _____, in the year _____.

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.

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Canadian Construction Documents Committee

Statutory Declaration

Standard Construction Document

of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor **prior to payment** when required as a condition for either:

- second and subsequent progress payments; or
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. _____
dated the _____ day of _____,
in the year _____.

Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Date of Contract:

Day

Month

Year

Name of Contractor

Name of Subcontractor

Identification of Declarant

Name of Declarant

Position or Title (of office held with Subcontractor)

Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in _____
City/Town and Province

this _____ day of _____, in the year _____.

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