



Supplemental Freight Services Addendum (FHELP)

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1. DEFINITIONS

1.1 **Definitions.** Except as defined below, capitalized terms used in this Supplemental Freight Services Addendum shall have the meanings ascribed to them in the General Conditions. In addition, the following capitalized terms mean:

- (a) **“Bill of Lading”** means the bill of lading or pro bill issued by the Contractor in accordance with the Contract.
- (b) **“Equipment”** means any and all equipment and vehicles required by the Contractor or its Subcontractors to perform the Work.
- (c) **“Freight”** means the cargo and material specified to be transported as part of the Work.
- (d) **“Mix”** means an unplanned, unintended or unauthorized contamination of one product or substance through exposure to or contamination with another product or substance.
- (e) **“Place of Delivery”** means the delivery area(s) for the unloading of the Freight as specified in the Contract
- (f) **“Place of Origin”** means the original location(s) of the Freight to be transported as part of the Work pursuant to the Contract.
- (g) **“Regulations”** means the Alberta Bill of Lading and Conditions of Carriage Regulation, AR 313/2002, as amended, or, where the Work is not performed in Alberta, any similar applicable regulation in effect in the jurisdiction where the Work is being performed.
- (h) **“Spill”** means the sudden, gradual, actual or threatened emission, release, dispersal, discharge or escape of Freight.
- (i) **“Transportation Services”** means Partnership's direct hire of the transportation of the Freight between the Place of Origin and Place of Delivery by the Contractor as required by the Purchase Order.

2. SCOPE OF WORK

2.1 **Precedence.** In the event of a conflict between or among the Supplemental Freight Services Addendum and the General Conditions or a Bill of Lading, the Supplemental Freight Services Addendum shall govern over the General Conditions, and the General Conditions shall govern over any Bill of Lading.

2.2 **Contractor's Duties.** The Contractor shall coordinate the Work, including:

- (a) work with Partnership to establish an organizational structure and lines of communication to efficiently carry out the Work; and
- (b) secure, safeguard, segregate and protect the integrity and quality of Freight at all times.

3. CONTRACTOR'S EQUIPMENT

3.1 **Inspection Documentation.** Partnership shall at all times have the right to request copies of any certificates or reports issued in respect of any testing or inspection required by Law of the Equipment, Freight or other aspects of the Work.

3.2 **Inspection of Freight.** Partnership shall at all times have the right to inspect and test the Freight. The Contractor shall, upon receiving instructions from Partnership, make such

Freight available for inspection and testing by removing tarps or any other coverings. Any inspection or testing of the Freight by Partnership, or any omission or failure on the part of Partnership to inspect or test the Freight, shall not be construed to be an acceptance of the Freight or relieve the Contractor of any of its obligations or responsibilities pursuant to the Contract or otherwise.

4. SUBCONTRACTORS

4.1 **Subcontractors.** Prior to commencing any Work, the Contractor shall provide a list of its proposed Subcontractors, the proposed scope to be subcontractor and the Contractor's approval criteria for accepting such Subcontractors to Partnership for approval, which approval may be withheld at Partnership's sole discretion. The Contractor may subcontract approved portions of the Work only to the listed and approved Subcontractors. Any changes to the list of approved Subcontractors must be approved by Partnership.

5. CLEAN-UP

5.1 **Spill.** In the event of any Spill during performance of the Work, howsoever caused, the Contractor shall, at its sole expense and with due diligence:

- (a) use every means available to immediately limit, contain, clean up, dispose of and remedy the results of the Spill in a safe manner, ensure adequacy of same and, in addition, do everything that may be required by Law or any government agency to prevent, eliminate or ameliorate all adverse effects resulting from the Spill;
- (b) immediately notify Partnership via the 24 hour emergency response number +1 (403) 296-3000;
- (c) contact the agent, proprietor or occupier of the premises affected by the Spill;
- (d) comply with all instructions in any Contractor or Partnership guide that may form part of the Contract and with any requirements as may be prescribed by Law, including any requirements prescribed by environmental protection legislation;
- (e) immediately report the Spill to such Persons, municipalities or government agencies as may be prescribed by Law and by Partnership from time to time; and
- (f) follow the Contractor's approved emergency response plan.

5.2 **Partnership Directed Clean Up.** Partnership reserves the right in all circumstances to direct any portion of the clean-up operations required by a Spill, and the Contractor agrees to promptly comply with such directions at the Contractor's sole expense. In the exercise of such rights, Partnership may, at its sole discretion, direct that clean-up operations be carried out at Contractor's sole expense by a third party specialized in the relevant field and selected by Partnership.

5.3 **Mix.** If a Mix occurs, the Contractor shall, with due diligence:

- (a) take immediate action to limit the Mix;
- (b) immediately notify Partnership via the 24 hour emergency response number +1 (403) 296-3000;
- (c) contact the agent, proprietor or occupier of the premises where the Mix has occurred; and

(d) comply with all instructions in any Contractor or Partnership guide that may form part of the Contract and with any requirements as may be prescribed by Law, including any requirements prescribed by environmental protection legislation.

5.4 **Reporting.** If any Mix or Spill occurs, the Contractor shall make an immediate verbal report to Partnership, followed by an immediate written report describing the incident and outlining the cause of the Mix or Spill and any remedial action.

5.5 **Indemnity for Spills and Mixes.** The Contractor shall indemnify and hold harmless the Indemnitees from any Claim brought against or incurred by one or more of the Indemnitees as a result of a Mix or Spill, howsoever caused, while the Freight is within the care, custody, management or control of the Contractor or any of its Subcontractors.

6. INSURANCE

6.1 **Insurance Coverage.** Without limiting any of the obligations or liabilities under the Contract and prior to commencing any Work under the Contract, the Contractor shall, in addition to the insurances required under the Services Purchase Order Terms and Conditions, obtain and continuously carry or cause to be maintained while performing the Work, at its own expense, including all retentions and deductibles, policies suitable to Partnership in respect of the following insurances, which limits may be achieved through a combination of primary and excess or umbrella policies:

(a) automobile liability insurance for owned, leased, hired, operated or licensed vehicles with limits of not less than \$2 million for accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence. If spill clean-up costs are excluded in the Automobile Liability Insurance policy, Contractor shall have an endorsement attached to the Commercial General Liability Insurance policy to include spill clean-up costs as a result of motor vehicle operations;

(b) cargo insurance against loss or damage to the Freight in the amount of not less than \$2.00 per pound of Freight being transported, as stated in the Regulations as amended, or as may otherwise be required by Law, whichever is greater.

7. LIABILITY AND INDEMNIFICATION

7.1 **Indemnity of the Contractor.** The Contractor shall indemnify and hold harmless the Indemnitees and their respective Personnel from all Claims brought against or incurred by one or more of the Indemnitees and their respective Personnel as a result of any loss or damage to the Freight, howsoever caused, while the Freight is in the care, custody, management or control of the Contractor or any of its Subcontractors.

8. TITLE TRANSFER

8.1 **Title to Freight.** Title to the Freight being transported remains at all times with Partnership, unless otherwise specified in the Contract.

8.2 **Risk and Responsibility for the Freight.** All risk, responsibility for, management, dominion and control of the Freight shall be with the Contractor from the time at which:

(a) the Freight is loaded onto the Equipment at the Place of Origin; or

(b) where the Contractor is responsible for loading the Freight, the Contractor commences loading of the Freight onto the Equipment at the Place of Origin;

until such time as the Freight is delivered to the Place of Delivery and a Bill of Lading has been legibly signed and dated by authorized personnel at the Place of Delivery.

9. GOVERNING LAW

9.1 **Governing Law and Jurisdiction.** The Contract shall be governed by and construed in accordance with the Laws of Alberta. The parties agree to accept and submit to the exclusive jurisdiction of the courts of Alberta.

END OF DOCUMENT