

Court File No. CV-22-00687383-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST**

**IN THE MATTER OF THE RECEIVERSHIP OF
2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

B E T W E E N

PRICEWATERHOUSECOOPERS INC.,
(solely in its capacity as Court-appointed receiver and manager of Bridging
Finance Inc. and certain related entities and investment funds)

Applicant

and

2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.

Respondent

**RESPONDING MOTION RECORD
VOLUME 1 OF 2
(Tabs 1A – 2H)**

October 5, 2023

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B E T W E E N

PRICEWATERHOUSECOOPERS INC.,
(solely in its capacity as Court-appointed receiver and manager of Bridging Finance
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Tab 1

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Applicant

- and -

2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.

Respondent

**AFFIDAVIT OF MARCO LEVESQUE
(Sworn September 28, 2023)**

I, Marco Levesque, of the Town of Mirabel in the Province of Quebec, MAKE OATH
AND SAY:

1. I am a Senior Manager of Engineering, Materials and Equipment at Canadian National Railway Company (“CN”), a position I have held since December 1, 2021. In that capacity, I am responsible for sourcing, contract management and governance of vendors related to engineering, materials, and equipment. I was Senior Manager Procurement, Multimodel at CN between April 18, 2018 and December 1, 2021. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I have relied on information from others, I have identified the source of my information and believe it to be true.

2. This affidavit is sworn in response to a motion by KSV Restructuring Inc. (the “Receiver”), receiver for the bankrupt 2806401 Ontario Inc. o/a Allied Track Services Inc.

(“**Allied**,” and together with CN, the “**Parties**”), seeking \$2,501,722.15 from CN “without set-off or compensation.”

A. The Parties

3. CN is a corporation headquartered in Quebec. It is a leading North American transportation and logistics company, with a rail network of approximately 20,000 route-miles across Canada and North America. CN contracts with third parties to build and maintain its rail network.

4. Before its deemed bankruptcy on November 9, 2022, Allied was a railroad maintenance service provider operating throughout Canada. Allied was one of the contractors CN employed to build and maintain its rail network.

B. The SOWs and Services

5. CN and a predecessor entity to Allied entered into a written agreement on January 1, 2021, governing the terms on which Allied would complete construction and maintenance projects for CN (the “**Master Services Agreement**”).¹

6. For each project that Allied was expected to complete, the Parties agreed on a Statement of Work for a Fixed Pricing Scope (an “**SOW**”). The parties agreed on six SOWs, three of which are relevant to this affidavit; they are described and attached below:

¹ The Master Services Agreement is found at Tab 2, Appendix A of the Motion Record of the Receiver, p. 17.

- (a) **Ashcroft Project:** “to replace and upgrade existing Signals and Communications infrastructure on the Ashcroft Subdivision.” Attached as **Exhibit “A”** is a copy of the Ashcroft Statement of Work.
- (b) **Fort Frances Project:** “to install a 7200V power distribution system and conduit for future fiber optic cable along the CN right of way between mile 0.09 – 35.95 on the Fort Frances Sub.” Attached as **Exhibit “B”** is a copy of the Fort Frances Statement of Work.
- (c) **New Westminster Project:** “to replace and upgrade existing Signals and Communications infrastructure between Mile 143.5 to Mile 151.80 on the New Westminster Subdivision.” Attached hereto as **Exhibit “C”** is a copy of the New Westminster Statement of Work.

7. Each SOW sets out a numbered list of fixed price scope services (the “**Services**”) that Allied is required to complete in order to complete the project. The SOW provides a maximum price for each Service.

8. For example, Service #1 for the Ashcroft SOW required Allied to “Install/Move Switch, signals, and cabling for new #20 panel” at Mile 47.99 of the Ashcroft East section of CN’s rail network. Service #1 was priced at \$88,870.89, representing the maximum price CN would pay Allied to complete that Service.

9. Once Allied completed a Service, it would calculate its actual costs and invoice CN. These invoices were sent periodically as Services were completed, and CN paid them subject to, among other things:

- (a) The condition that the Service actually be complete; and

(b) The holdback described in Section D below.

10. Allied invoiced \$2,501,722.15 for Services under the six SOWs (“**Invoiced Amount**”).

11. Following an internal investigation, CN has determined that \$1,632,750.18 of the Invoiced Amount was validly owed to Allied, of which \$1,383,611.91 has been extinguished by compensation against the New Westminster Claim (as defined below). This leaves \$249,138.27 both validly owing and not eligible for set-off or compensation. CN has already directed that \$249,138.27 be paid to KSV as Receiver for Allied.

12. CN denies owing \$868,971.97 of the Invoiced Amount because Allied failed to meet certain payment conditions set out by the SOWs. The conditions, and Allied’s failure to meet them, are described below. In brief, Allied failed to complete certain Services on the Ashcroft Project but invoiced them anyway, failed to complete all Services within the Ashcroft SOW and is therefore not entitled to the payment of holdback amounts, and invoiced a 50% completion milestone on the Fort Frances Project even though the project was not even close to 50% complete. CN is not required under any contract to pay these amounts.

Summary: Amounts not owed to Allied

| | |
|----------------------------------------------------------|---------------------|
| Invoice for incomplete Ashcroft Services | \$298,829.34 |
| Ashcroft Holdback Amount | \$117,128.76 |
| Invoice for Fort Frances Services without 50% completion | \$453,013.87 |
| <i>Total not owed</i> | \$868,971.97 |

C. The Incomplete Services on the Ashcroft Project

13. I have reviewed the Affidavit of Ryan Wiebe, Signals and Communications Construction Manager for the CN's Mountain Region. I agree with his statement at paragraph 27 that Allied did not complete Service #10 for the Ashcroft SOW to CN's satisfaction or at all.

14. I also agree with Mr. Wiebe's statement at paragraph 25 that Allied invoiced CN \$298,829.34 for its work on Service #10 of the Ashcroft SOW. CN has not paid this invoice because Allied is not entitled to be paid for its incomplete work on Service #10.

D. The Holdback for the Ashcroft Project

15. Each SOW contains a "holdback" clause that entitles CN to withhold up to 10%-15% of any amount invoiced by Allied for completing a Service until all Services for the project are complete "in full to the satisfaction of CN" (the withheld amount, a "**Holdback**").

16. In order to satisfy themselves that a project is complete, CN personnel often walk around the site and gauge whether the Services set out in the SOW have been completed in full.

17. Below is a representative example of the holdback clause found in the Ashcroft SOW, which allows a Holdback of 10%:

10. Holdback

CN reserves the right to hold back up to ten percent (10%) of any partial billing invoiced by Supplier prior to final completion of the Fixed Scope Services contemplated under this SOW, until such services are completed in full to the satisfaction of CN.

18. The effect of the holdback clause is that CN retains (does not pay) 10 to 15% of Allied's invoiced amounts on a project as a Holdback, until the entire project is complete. Once the project is complete, CN releases the Holdback. In my experience, the Holdback incentivizes the contractor to complete the entire project, and, in the event of non-completion, allows the client to retain another contractor to complete the project.

19. As I have described above, Allied did not complete Service #10 for the Ashcroft SOW.

20. Thus, CN is entitled to retain its 10% Holdback for the Ashcroft Project. The total amount of this Holdback, as of the date of this affidavit, is \$117,128.76, which represents 10% of the seventeen amounts Allied invoiced to CN for the Ashcroft Project. The amount is set out at Appendix B of the Motion Record of the Receiver, at p. 42.

E. Failure to Meet Fort Frances Milestones

21. The Fort Frances SOW states that Allied would only be paid once it completed project milestones of 50% and 100% completion.

22. Payment for each milestone was conditional on CN management confirming that the project was 50% or 100% complete. If CN management did not confirm, Allied would not be paid. The part of the Fort Frances SOW setting out this milestone condition is reproduced below:

The payment of this project will be based on the completion of the project which will consists of two project milestones: 50% completion and 100% completion. Invoice shall be submitted according to those two established milestones. CN management will go on site to assess the completion of the 2 project milestones using the progress report. Progress report will have to be signed by CN management to confirm the 50% and the 100% milestone. Signed version of the progress report shall be submitted with the invoice in order to get the payment.

23. As described by Mr. Darcy Nazar, CN's Manager of Construction for Signals & Communications for the Prairie Region, in his affidavit, members of the CN team walked around the Fort Frances site after receiving an invoice from Allied for 50% completion. Mr. Nazar estimated that the work on Fort Frances was not even close to 50% complete, and declined to sign a progress report.

24. The SOW for Fort Frances states that a signed progress report is a condition to payment for the 50% milestone. As the report was not signed, and in any case the project was not 50% complete, nothing is owed to Allied for the \$453,013.87 it invoiced to CN for the Fort Frances project.

F. Summary of Amounts not Owed

25. In sum, CN denies owing \$868,971.97 ($\$298,829.34 + \$117,128.76 + \$453,013.87$) of the Invoiced Amount.

G. Amounts Extinguished by Compensation

26. CN does not dispute owing the rest of the Invoiced Amount (\$1,632,750.18). However, \$1,383,611.91 of this amount was extinguished by compensation with the New Westminster Claim described below.

H. New Westminster Claim

27. CN contracted with Allied to complete work on its New Westminster Project, as described in the New Westminster SOW at Exhibit "C". In or around February of 2021, while

completing this work, Allied or its subcontractor Directional Mining and Drilling Ltd. (“**DMD**”) drilled into a sewer line owned by the City of Burnaby, British Columbia.

28. The damage was not detected until a sinkhole appeared in or about April of 2021.

29. There is no dispute the damage occurred. Having reviewed the letter from Allied’s insurer, Indemnipro, located at Appendix E in the Motion Record of the Receiver, I understand Allied’s position to be that “Allied denies any legal responsibility for the damage claimed by CN and is of the view that any responsibility must rest with DMD.”²

30. As far as I am aware, Allied has never denied that it or its subcontractor DMD caused the damage to the sewer pipe and the resulting sinkhole.

31. As Mr. Wiebe describes in his affidavit, the sinkhole appeared exactly where Allied and DMD were drilling PVC conduit. Additionally, attached as **Exhibit “D”** is an e-mail from Tony Kovacevic, Sewers Superintendent for the City of Burnaby, stating that the damage occurred “directly underneath” the CN rail line.

32. A picture of the damaged sewer line was provided to me by Nomathemba Ngwenya, Senior Claims Agent, Corporate Services at CN, and is reproduced below. It leaves little doubt that Allied or DMD’s boring caused the damage.

² Motion Record of the Receiver, Tab 2, Appendix E, at p. 56.



33. Ms. Ngwenya informs me that CN contracted with seven service providers – Tybo Contracting Ltd., SouthWest Boom Services, PNR Railworks Inc., Klohn Crippen Berger Ltd., Hatch Corporation, GS Ventures Ltd., and Casatech Construction Ltd. – to repair the damage to the sewer pipe and shore up the sinkhole. It also performed some repair services using CN personnel.

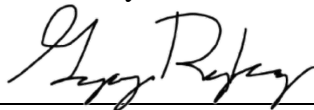
34. The work required was extensive and included not only repair of the actual concrete pipe, but also reinstatement of lost bedding material surrounding the sewer and installation of a new pipe liner. Attached as **Exhibit “E”** is a Technical Memo prepared by Hatch Corporation explaining the steps required to repair the sewer pipe and sinkhole; attached as **Exhibit “F”** is a

Technical Memo prepared by Klohn Crippen Berger Ltd. further explaining the steps required to repair the sewer pipe and sinkhole.

35. The total cost of the subcontractors, plus the cost of CN labour and materials, amounted to \$1,383,611.91. A detailed spreadsheet of these costs, breaking out costs by invoice and by contractor, is attached as **Exhibit “G”**. CN delivered a claim bill to Allied on March 1, 2022 containing an itemized list of these costs, which is attached as **Exhibit “H”**.

36. Allied has never disputed the validity of any of these costs nor of any of the invoices delivered by CN or CN’s contractors for their services fixing the sewer and sinkhole.

SWORN on September 28, 2023 by video conference by MARCO LEVESQUE, of the Town of Mirabel in the Province of Quebec, who, at the time of the declaration, was located in the City of Montreal in the Province of Quebec, before me in the City of Toronto in the Province of Ontario, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
Gregory Ringkamp LSO#: 83479R



Marco Levesque

PRICEWATERHOUSECOOPERS INC.

and

2806401 ONTARIO INC. O/A ALLIED
TRACK SERVICES INC.

Court File No: CV-22-00687383-00CL

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

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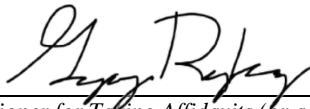
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Lawyers for Canadian National Railway
Company

This is Exhibit "A" referred to in the Affidavit of Marco Levesque sworn by Marco Levesque of the Town of Mirabel, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

Statement of Work for a Fixed Pricing Scope

This Statement of Work for a Fixed Pricing Scope is governed by and incorporated by reference into that certain Master Service Agreement between the parties, dated as of January 1 2021 (Contract ID Number: CW2246774).

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY, a corporation constituted under the laws of Canada, with its head office at 935 de La Gauchetière Street West, Montreal, Quebec, H3B 2M9, Canada (hereinafter referred to as “CN”)

AND:

Allied Track Services Inc, a company constituted under the laws of Canada with its registered office located at 169A South Service Road, Grimsby, Ontario, Canada, L3M 4H6 (hereinafter referred to as “Supplier”)

1. Context and Purpose of SOW

The scope of this project is to replace and upgrade existing Signals and Communications infrastructure between Mile 47.79 to Mile 59.11 on the Ashcroft Subdivision:

See below the scope of work for the various locations

I. Mile 47.99 – Ashcroft East – Move Signals

- Install/Move Switch, signals, and cabling for new #20 panel

II. Mile 51.18 – MP 51.18 Ashcroft West – Install New IXS CTC Location

- Install 8 x 10 controlling bungalow
- Install US&S M23B switch machines and cabling
- Install signals and cabling
- Install RECO melter, propane tank and ducting/covers
- Install fiber and 22pr comms cable to nearest JU-5

III. Mile 51.6 – MP 51.6 Remote – Install New IXS CTC Location

- Install 6 x 6 IXS controlling bungalow, signals, and cabling

IV. Mile 53.03 – MP 53.03 Approach – Install New IXS CTC Location

- Install 6 x 6 IXS controlling bungalow, signals, and cabling

V. Mile 54.21 – MP 54.21 Intermediate – Install New IXS CTC Location

- Install 6 x 6 IXS controlling bungalow, signals, and cabling

VI. Mile 55.37 – MP 55.37 Intermediate – Install New IXS CTC Location

- Install 6 x 6 IXS controlling bungalow, signals, and cabling

VII. Mile 56.55 – MP 56.55 Approach – Install new IXS CTC Location

- Install 6 x 6 IXS controlling bungalow, signals, and cabling

VIII. Mile 57.03 – MP 57.03 Coho Remote – Install New IXS CTC Location

- Install 8 x 10 controlling bungalow
- Install US&S M23B switch machines and cabling
- Install signals and cabling
- Install RECO melter, propane tank and ducting/covers
- Install fiber and 22pr comms cable to nearest JU-5

IX. Mile 57.47 – MP 57.47 Coho Main – Install New IXS CTC Interface Location

- Install 8 x 10 controlling bungalow
- Install US&S M23B switch machines and cabling
- Install signals and cabling
- Install RECO melter, propane tank and ducting/covers
- Install fiber and 22pr comms cable to nearest JU-5

X. Mile 49.36 main service to Mile 59.11 – Plow 7200v power cable

- Plow 7200v cable
- Tie into all location listed above; Mile 51.18, 51.63, 53.03, 54.2, 55.37, 56.55, 57.03, 57.47, 57.73, 59.11
- Install all related JU5 pedestals and cable marker posts
- Install transformer foundations and main service pad with generator
- Install all bridge troughing total length equaling 248 ft
- Install tunnel hangers or troughing in 2 tunnels length 2300 ft

Special Instructions and Key changes

- Foundations for Bridge signals will be Aduvo screw piles
- Moveable point frogs Added
- 7 Bridge Signals Added
- Fiber extended to Fraser River bridge from Willingdon Junction

2. Supplier Obligations

- Estimates and payment will be based on the completion of each single line item listed above.
- Contractors are responsible for and should include qualified Rule 42 foreman in quote.
- Contractors are solely responsible for work permits with local road authorities Utility and Pipeline companies as well as the proper documentation required by “BC One Call”.

Bidders are asked to provide a fixed price cost to complete the Civil Works at each location in this section (scope of work), civil works include:

- Pads and foundations with lock block walls and perimeter.
- Cable installation including cables for: track circuits, power cables, and signal, switch and SCD cables.
- Pothead and Megger Cables, Testing Wire and Cable Insulation Resistance (CN GI 312) of all installed cables, provide completed test sheets.
- Installation of cable, cable vaults, conduits, bootlegs, bases, pedestals, switch circuit controllers, foundations, bungalows and/or cases.
- Provide buried cable layout plan.
- Terminate cable at the field end: track circuits, switch machines, signals, gates and switch circuit controllers.
- Placement of power cable between bungalow and power service, **Install “H” Fixture with associated hardware and equipment**
- Termination of cables inside all new signal housings.
- Provide certified flagging protection services for vehicular traffic during installation of warning devices when required.
- Provide hourly rates to support commissioning of new installations.

3. Description of Fixed Price Scope Services

The Fixed Price Scope Services will be as further detailed at Exhibit 1, Fixed Price Scope Services.

4. Price

The total fees for the Fixed Price Scope Services under this SOW shall not exceed the fixed price of **\$1,297,759.29 CAD**

| Item | Description of the work | Lump sum price |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1 | 1. Mile 47.99 – Ashcroft East – Move Signals • Install/Move Switch, signals, and cabling for new #20 panel | \$ 88,870.89 |
| 2 | 2. Mile 51.18 – MP 51.18 Ashcroft West – Install New IXS CTC Location • Install 8 x 10 controlling bungalow • Install US&S M23B switch machines and cabling • Install signals and cabling • Install RECO melter, propane tank and ducting/covers • Install fiber and 22pr comms cable to nearest JU-5 | \$ 120,477.37 |
| 3 | 3. Mile 51.6 – MP 51.6 Remote – Install New IXS CTC Location • Install 6 x 6 IXS controlling bungalow, signals, and cabling | \$ 37,638.53 |
| 4 | 4. Mile 53.03 – MP 53.03 Approach – Install New IXS CTC Location • Install 6 x 6 IXS controlling bungalow, signals, and cabling | \$ 34,718.05 |

| | | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 5 | 5. Mile 54.21 – MP 54.21 Intermediate – Install New IXS CTC Location • Install 6 x 6 IXS controlling bungalow, signals, and cabling | \$ 34,718.05 |
| 6 | 6. Mile 55.37 – MP 55.37 Intermediate – Install New IXS CTC Location • Install 6 x 6 IXS controlling bungalow, signals, and cabling | \$ 34,718.05 |
| 7 | 7. Mile 56.55 – MP 56.55 Approach – Install new IXS CTC Location • Install 6 x 6 IXS controlling bungalow, signals, and cabling | \$ 34,718.05 |
| 8 | 8. Mile 57.03 – MP 57.03 Coho Remote – Install New IXS CTC Location • Install 8 x 10 controlling bungalow • Install US&S M23B switch machines and cabling • Install signals and cabling • Install RECO melter, propane tank and ducting/ covers • Install fiber and 22pr comms cable to nearest JU-5 | \$ 147,038.47 |
| 9 | 9. Mile 57.47 – MP 57.47 Coho Main – Install New IXS CTC Interface Location • Install 8 x 10 controlling bungalow • Install US&S M23B switch machines and cabling • Install signals and cabling • Install RECO melter, propane tank and ducting/ covers • Install fiber and 22pr comms cable to nearest JU-5 | \$ 132,473.31 |
| 10 | Mile 49.36 main service to Mile 59.11 – Plow 7200v power cable • Plow 7200v cable • Tie into all location listed above; Mile 51.18, 51.63, 53.03, 54.2, 55.37, 56.55, 57.03, 57.47, 57.73, 59.11 • Install all related JU5 pedestals and cable marker posts • Install transformer foundations and main service pad with generator • Install all bridge troughing total length equaling 248 ft • Install tunnel hangers or troughing in 2 tunnels length 2300 ft | \$ 632,424.52 |
| Total Firm Price | | \$ 1,297,795.29 |

5. SOW Term

The Services will commence on June 1 2021 (“Start Date”) and end on September 15 2021 (“End Date”) as further detailed in the Services description set forth in Section 3, Description of Fixed Price Scope Services.

6. Delivery Schedule, Deliverables [or Milestones] & Rates

Delivery Schedule to follow the dates above.

7. Date of commencement

The date of commencement shall be set forth in a notice to proceed

8. Date of Completion : [if not included in deliverables and Milestones]

9. Late Delivery Payments

0\$ per day for each and every day that the time consumed in completing the work exceeds the time allowed;

10. Holdback

CN reserves the right to hold back up to ten percent (10%) of any partial billing invoiced by Supplier prior to final completion of the Fixed Scope Services contemplated under this SOW, until such services are completed in full to the satisfaction of CN.

[Signature by both Parties on the following page]

Executed by the duly authorized representatives of the Parties.

Company Name: **CANADIAN NATIONAL RAILWAY COMPANY**
DocuSigned by:
Signature Pasqualina Mancini
D0D915E790884BE...
Printed Name Pasqualina Mancini
Title Director, Procurement and Supply Management

Company Name: **Allied Track Services Inc**
DocuSigned by:
Signature Rick Middaugh
B809A08DFE884CC...
Printed Name Rick Middaugh
Title Commercial Manager

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JM

Certificate Of Completion

Envelope Id: 92AE6FA6E3A349489B8D63E54D97FE3D

Status: Completed

Subject: CW2246774 - Allied Ashcroft Siding Ext SOW.docx

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

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Initials: 2

Karyne Berlinguette

AutoNav: Enabled

935 rue de la Gauchetière O

Envelopeld Stamping: Enabled

Montreal, QC H3B 2M9

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KARYNE.BERLINGUETTE@CN.CA

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KARYNE.BERLINGUETTE@CN.CA

Signer Events

Rick Middaugh

rick.middaugh@alliedtrack.ca

Commercial Manager

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



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Marco Piccirilli

MARCO.PICCIRILLI@CN.CA

Category Manager - Fleet/WE/S&C

Canadian National Railway Company

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Jason Martin

JASON.MARTIN@CN.CA

Senior Manager, Engineering Materials

Canadian National Railway Company

Security Level: Email, Account Authentication
(None)


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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Pasqualina Mancini

PASQUALINA.MANCINI@CN.CA

Director, Procurement and Supply Management

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature

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| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Certified Delivered | Security Checked | 7/9/2021 8:25:04 AM |
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| Completed | Security Checked | 7/26/2021 8:29:04 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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From time to time, Canadian National Railway Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Canadian National Railway Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: vassilios.mandelos@cn.ca

To advise Canadian National Railway Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at vassilios.mandelos@cn.ca and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to vassilios.mandelos@cn.ca and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Canadian National Railway Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to vassilios.mandelos@cn.ca and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|-------------------------------------------------------------------------------|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none"> • Allow per session cookies |

- | | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

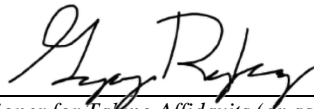
Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Canadian National Railway Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Canadian National Railway Company during the course of my relationship with you.

This is Exhibit “B” referred to in the Affidavit of Marco Levesque sworn by Marco Levesque of the Town of Mirabel, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

Statement of Work for a Fixed Pricing Scope

This Statement of Work for a Fixed Pricing Scope is governed by and incorporated by reference into that certain Master Service Agreement between the parties, dated as of (Contract ID Number: CW2246774).

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY, a corporation constituted under the laws of Canada, with its head office at 935 de La Gauchetière Street West, Montreal, Quebec, H3B 2M9, Canada (hereinafter referred to as “CN”)

AND:

Allied track services corp., a company constituted under the laws of Canada with its registered office located at 169A South Service Road, Grimsby, Ontario, Canada, L3M 4H6 (hereinafter referred to as “Supplier”)

1. Context and Purpose of SOW

The scope of this project is to install a 7200V power distribution system and conduit for future fiber optic cable along the CN right of way between mile 0.09 – 35.95 on the Fort Frances Sub.

I. Mile 0 to 16.10 – 7200V High Voltage underground Service

- Install new 7200V 1C#1 underground concentric neutral between mile 0 and 16.10
- Supply and install all secondary equipment at each location as per Farifax Design plan.
- **Mile 0.09** - Supply and install 20' Seacan with 600A switchgear material as per Fairfax design. Ready to connect to Hydro. (Auto Transfer Switch supplied by CN)
- Install standby generator provided by CN
- Concentric neutral cable splicing (each reel has 2500 meters of cable, splice kits supplied by CN)
- Along with 7200 Volt cable, install/plough 2” SDR 11 conduit for future fiber optic cable
- Install all foundations for transformers, reactors, regulators etc....as per Fairfax Design.
- Coordinate with Atikokan Hydro and Ontario Hydro for service connections at source.
- Install Cable markers for buried high voltage cable. Supplied by CN
- Build all distribution panels at each required location as per diagram.
- Energize new system and perform all required safety and quality assurance tests. Documentation thereof related to safety assurance shall be submitted to CN and the design engineer.
- Upon completion, a system load test must be performed under maximum demand from all major circuit components. This can be completed in liaison with CN forces if required

II. Mile 16.10 to 35.95 – 7200V High Voltage underground Service

- Install new 7200V 1C#1 underground concentric neutral between mile 16.10 and 35.95
- Supply and install all secondary equipment at each location as per Farifax Design plan.
- **Mile 22.6** - Supply and install 20' Seacan with 600A switchgear material as per Fairfax design. Ready to connect to Hydro. (Auto Transfer Switch supplied by CN)
- Install standby generator provided by CN
- Concentric neutral cable splicing (each reel has 2500 meters of cable, splice kits supplied by CN)

- Along with 7200 Volt cable, install/plough 2" SDR 11 conduit for future fiber optic cable
- Install all foundations for transformers, reactors, regulators etc....as per Fairfax Design.
- Coordinate with Atikokan Hydro and Ontario Hydro for service connections at source.
- Install Cable markers for buried high voltage cable. Supplied by CN
- Build all distribution panels at each required location as per diagram.
- Energize new system and perform all required safety and quality assurance tests. Documentation thereof related to safety assurance shall be submitted to CN and the design engineer.
- Upon completion, a system load test must be performed under maximum demand from all major circuit components. This can be completed in liaison with CN forces if required

Civil works expectations related to 7200V installation

- Pothead and Megger Cables, Testing Wire and Cable Insulation Resistance (CN GI 312) of secondary voltage cables and provide completed test sheets and test 7200V transformers and cables and provide completed HI-POT test form and TFR inspection form
- Provide buried cable layout plan. (NEW)
- Provide certified flagging protection services for vehicular traffic during installation affecting roadways.
- Expected that all CN SCPs and guidelines are followed. Contractor will rectify at own cost if not followed
- CN has the right to eliminate line items based on plan changes
- Additional work under MSA must be approved by email by Supervisor prior to work commencing

2. Special Instructions:

- Primary equipment to be provided by CN
- Contractor is to supply the C-can(s) complete with all equipment required to meet the needs of local power providers standards.
- Contractor is to provide all secondary equipment required at each location. (Post material, Breaker panels, Disconnects, ect...)
- Required grounding of bridge structures and troughing to be directed by contractor
- CN will supply standby generator, auto transfer switch and primary distribution material
- Project will be in liaison with CN signal forces completing CTC work"

3. Suppliers Obligation:

- Contractor is responsible for transportation of the CN purchased materials to be installed from staging compounds to the respective job sites on its vehicles at no extra charge to CN.
- Contractors are responsible for the security of all material removed from CN facilities, if materials are damaged or stolen cost to replace will be the sole responsibility of the contractor. Staging area will be at Atikokan Yard
- Contractor must have sufficient equipment and personnel to obtain maximum production. Please describe the type and quantity of equipment that will be used and the make-up of your crew(s). CN reserves the right to inspect any and all equipment before work may begin.
- MSA rates already in place with the contractor will be applicable for the removal of old material / bungalows and for commissioning of new installations, if required.
- Contractors are responsible for and should include qualified Rule 42 foreman in quote.

- Contractors are solely responsible for work permits with local road authorities Utility and Pipeline companies as well as the proper documentation required

4. CN obligation

- CN shall complete the acceptance process and pay the Fees, Deliverables and in accordance with the terms of the Agreement.

5. Fees

- The total fees for the Fixed Price Scope Services under this SOW shall not exceed the fixed price of \$ **1,895,151 CAD** plus all applicable taxes.
- Cost breakdown per site is as follows:

| Location Name | Location Mileage | Cost |
|------------------------------|------------------|----------------|
| 7200V HV Underground Service | 0.00 to 16.10 | \$801,794.46 |
| 7200V HV Underground Service | 16.10 to 35.95 | \$1,093,356.08 |

- The payment of this project will be based on the completion of the project which will consists of two project milestones: 50% completion and 100% completion. Invoice shall be submitted according to those two established milestones. CN management will go on site to assess the completion of the 2 project milestones using the progress report. Progress report will have to be signed by CN management to confirm the 50% and the 100% milestone. Signed version of the progress report shall be submitted with the invoice in order to get the payment.

6. Hold Back

CN reserves the right to hold back up to fifteen percent (15%) of any partial billing invoiced by Supplier prior to final completion of the Fixed Scope Services contemplated under this SOW, until such services are completed in full to the satisfaction of CN.

7. Project Milestones

Contractor shall provide a detailed project schedule report with firm commitments on key milestone dates, assuming that the project will start on June 1st, 2022 , contractor shall be able to complete the required work by August 31st , 2022.

Once a schedule is mutually agreed as per Appendix 1, CN expect the project to be completed on time

8. Other

Supplier is responsible for transportation of the CN purchased materials to be installed from staging compounds to the respective job sites on its vehicles at no extra charge to CN. Supplier are responsible for the security of all material removed from CN facilities. If materials are damaged or stolen cost to replace will be the sole responsibility of the contractor.

9. Problem Resolution and Escalation

All Professional Service issues are to be addressed by the Supplier Representative and the CN Representative. Any dispute that cannot be resolved by the Representatives in a timely manner shall be escalated by either Party as described in the Agreement.

10. Additional requirements

12.1 Contractor Qualification and Administration:

Contractors shall supply a detailed Employee Information Sheet to describe qualification of its employees to work for these projects. Provide employee Name, Work Experience, training, Rule, Certifications, participation in CN Contractor Orientation Programs, and etc. Railway signaling experience within gangs is an asset and should be noted in bid.

Contractors are expected to provide their own hi-rail transportation, lodging, meals, gasoline, mobilization, demobilization at their own cost. It is CN's expectation that crews shall manage themselves with minimum CN management.

CN will assign supervisors to monitor crews' productivity, authorize time sheets, and to provide general scheduling/work prioritization but day-to-day production activities shall be managed by the Contractors. CN reserves the right to terminate the work assigned to a Contractor should it be proven not productive and corrective actions not taken during a reasonable time frame. Terms for such termination and other legal/commercial terms will be governed by the Master Agreement that will be entered into between CN and the selected Contractor(s).

CN has a clean right-of-way policy and places great emphasis on ensuring proper housekeeping and a clean work site both during and on completion of all projects. Site must be kept in a neat and tidy condition and prevent debris from floating from the site. Upon completion of the work, clean up the site to the satisfaction of the CN supervisor. Should the contractor fail to control debris and clean up the site to the satisfaction of the CN supervisor, CN may undertake same and the cost thereof shall be deducted from any money due or that may be due to the Contractor under this contract.

Certificate Of Completion

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| Certificate Pages: 5 | Initials: 1 |
| AutoNav: Enabled | Envelope Originator: |
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| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 935 rue de la Gauchetière O |
| | Montreal, QC H3B 2M9 |
| | ANIRUDDHA.SAWANT@CN.CA |
| | IP Address: 216.109.110.11 |

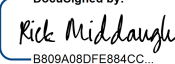
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Signer Events

Rick Middaugh
rick.middaugh@alliedtrack.ca
Commercial Director
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

B809A08DFE884CC...
Signature Adoption: Pre-selected Style
Signed by link sent to rick.middaugh@alliedtrack.ca
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Timestamp

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Electronic Record and Signature Disclosure:

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Marco Piccirilli
MARCO.PICCIRILLI@CN.CA
Category Manager - Fleet/WE/S&C
Canadian National Railway Company
Security Level: Email, Account Authentication (None)

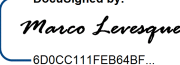

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Marco Levesque
MARCO.LEVESQUE@CN.CA
Sr Manager Procurement - Engineering Materials
Canadian National Railway Company
Security Level: Email, Account Authentication (None)

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at vassilios.mandelos@cn.ca and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to vassilios.mandelos@cn.ca and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|-------------------------------------------------------------------------------|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none"> • Allow per session cookies |

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| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

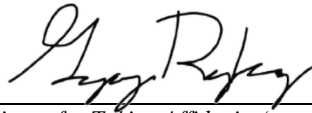
Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Canadian National Railway Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Canadian National Railway Company during the course of my relationship with you.

This is Exhibit “C” referred to in the Affidavit of Marco Levesque sworn by Marco Levesque of the Town of Mirabel, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

Statement of Work for a Fixed Pricing Scope

This Statement of Work for a Fixed Pricing Scope is governed by and incorporated by reference into that certain Master Service Agreement between the parties, dated as of January 1 2021 (Contract ID Number: CW2246774).

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY, a corporation constituted under the laws of Canada, with its head office at 935 de La Gauchetière Street West, Montreal, Quebec, H3B 2M9, Canada (hereinafter referred to as "CN")

AND:

Allied Track Services Inc., a company constituted under the laws of Canada with its registered office located at 169A South Service Road, Grimsby, Ontario, Canada, L3M 4H6 (hereinafter referred to as "Supplier")

1. Context and Purpose of SOW

The scope of this project is to replace and upgrade existing Signals and Communications infrastructure between Mile 143.5 to Mile 151.80 on the New Westminster Subdivision:

See below the scope of work for the various locations

I. Mile 146.50 – Lake City - Install New Triple Track CTC Plant

- Install 8' x 12' IXS controlling bungalow and cabling
- Install two US&S M23B switch machines and cabling
- Install two SWCC and cabling
- Install two triple track bridge signals and cabling
- Install four RECO 2HP melters and ducting/covers
- Install backup generator

II. Mile 147.20 – Caribou Road Crossing – Install new double track AWD XP4 with gates

- Install 8' x 8' XP4 controlling bungalow and cabling
- Install four gates and Cantilever and cabling
- Install all required bootlegs and shunt enclosures
- Install backup generator

III. Mile 147.70 – Hand Throw Switch – Install SWCC and 8C

- Install SWCC at Mile 147.70
- Plow 8C from Mile 147.70 to Mile 148.12 (Piper)

IV. Mile 147.91 – DED – Install Bungalow and double track DED

- Install new 6x6 DED bungalow and cabling

- Install Double track DED paddles in track

V. Mile 148.12 – Piper – Install New Triple Track CTC Plant

- Install 8' x 16' IXS controlling bungalow and cabling
- Install 5 US&S M23B switch machines and one moveable point frog machine and cabling
- Install 2 triple track bridge signals
- Install 6 RECO 2HP melters, ducting, covers and one 2000 gallon propane tank
- Install backup generator

VI. Mile 148.22 – Piper Road – Install new triple track AWD XP4 with gates

- Install 8' x 10' XP4 controlling bungalow, gates and cabling
- Install all required bootlegs and shunt enclosures
- Install backup generator

VII. Mile 149.90 – Sperling – Install new triple track CTC plant

- Install 8' x 16' IXS controlling bungalow and cabling
- Install eight US&S M23B switch machines and four moveable point frog machines and cabling
- Install two triple track bridge signals
- Install twelve RECO 2HP melters, ducting, covers and four 2000 gallon propane tank
- Install backup generator

VIII. Mile 151.10 – Douglas Road – Install new triple track AWD XP4 with gates

- Install 8' x 8' XP4 controlling bungalow and cabling
- Install two cantilever combos with gates and cabling
- Install all required bootlegs and shunt enclosures
- Install backup generator

IX. Mile 151.80 – Willingdon Jct – Install new triple track CTC plant

- Install 8' x 16' IXS controlling bungalow and cabling
- Install four US&S M23B switch machines and one moveable point frog machine and cabling
- Install three signals and one triple track cantilever signal
- Install four RECO 2HP melters, ducting, covers and one 2000 gallon propane tank
- Install backup generator

X. Mile 151.84 – DED – Install Bungalow and Double track DED

- Install new 6x6 DED bungalow and cabling
- Install Double track DED paddles in track

XI. Mile 143.5 to Mile 151.84 – Plow FOTS cable

- Plow fiber cable

- Tie into all location listed above; Mile 143.5, 144.25, 144.48, 145, 145.05, 145.3, 146, 146.50, 147.20, 148.12, 148.22, 149.90, 151.10, 151.80
- Install all related JU5 pedestals and cable marker posts

Special Instructions and Key changes

- Foundations for Bridge signals will be Aduvo screw piles
- Moveable point frogs Added
- 7 Bridge Signals Added
- Fiber extended to Fraser River bridge from Willingdon Junction

Qualifications

1. Fiber installation
 - a. CN will handle the splicing of cables
 - b. Bores based on 264m for road crossing and 320m for BNSF platform any other bores due to unknown obstructions will be charge to CN per MSA rates
 2. Banking for bungalows, SCD etc.
 - a. All banking material to be supplied by CN to locations or closest to location needed within 25 miles
 - b. Change request will be issued should there be any additional costs due to environmental issues
 3. Installation of bridge signals
 - a. CN will be charged the subcontractor cost should there be delay more than 4 hours or failed work blocks
 - a. Work blocks required for all tracks when installing Bridge signals to be arranged by CN management
 - c. Advol foundations installed by others to be accurately installed to allow for the installation of the bridge with no added work
 4. Material
 - b. All materials that are not delivered to the lay down area requiring pick up will be charged to CN per MSA rates
 5. Switch machine cutovers
 - a. Bid does not include the removal of the old power switch machines
 - b. Bid does not include headblock changeout if required
 - c. Bid does not include requirements for interconnect cables and or revisions for temporary operation of signal equipment
 6. Crossing/signal work
 - a. Bid does not include temporary movement of crossing signals or bungalows for grade work. This will be charged to CN at MSA rates for equipment and personnel
- Bid does not include the temporary movement of CTC signals, bungalows etc for grade work. This will be charged to CN at MSA rates for equipment and personnel

2. Supplier Obligations

- **Estimates and payment will be based on the completion of each single line item listed above.**
- **Contractors are responsible to provide 8/6 rotating shifts.**
- **Contractors are responsible for and should include qualified Rule 42 foreman in quote.**
- **Contractors are solely responsible for work permits with local road authorities Utility and Pipeline companies as well as the proper documentation required by "BC One Call".**

Bidders are asked to provide a fixed price cost to complete the Civil Works at each locations in this section (scope of work), civil works include:

- Pads and foundations with lock block walls and perimeter.
- Cable installation including cables for: track circuits, power cables, and signal, switch and SCD cables.
- Pothead and Megger Cables, Testing Wire and Cable Insulation Resistance (CN GI 312) of all installed cables, provide completed test sheets.
- Installation of cable, cable vaults, conduits, bootlegs, bases, pedestals, switch circuit controllers, foundations, bungalows and/or cases.
- Provide buried cable layout plan.
- Terminate cable at the field end: track circuits, switch machines, signals, gates and switch circuit controllers.

- Placement of power cable between bungalow and power service.
- Termination of cables inside all new signal housings.
- Provide certified flagging protection services for vehicular traffic during installation of warning devices when required.
- Provide hourly rates to support commissioning of new installations.

3. Description of Fixed Price Scope Services

The Fixed Price Scope Services will be as further detailed at Exhibit 1, Fixed Price Scope Services.

4. Price

The total fees for the Fixed Price Scope Services under this SOW shall not exceed the fixed price of **\$3,789,917.56 CAD**

| Item | Description of the work | Lump sum price |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1 | Mile 146.50 – Lake City - Install New Triple Track CTC Plant <ul style="list-style-type: none"> • Install 8' x 12' IXS controlling bungalow and cabling • Install two US&S M23B switch machines and cabling • Install two SWCC and cabling • Install two triple track bridge signals and cabling • Install four RECO 2HP melters and ducting/covers • Install backup generator | \$ 551,423.81 |
| 2 | Mile 147.20 – Caribou Road Crossing – Install new double track AWD XP4 with gates <ul style="list-style-type: none"> • Install 8' x 8' XP4 controlling bungalow and cabling • Install four gates and Cantilever and cabling • Install all required bootlegs and shunt enclosures • Install backup generator | \$ 169,992.40 |
| 3 | Mile 147.70 – Hand Throw Switch – Install SWCC and 8C <ul style="list-style-type: none"> • Install SWCC at Mile 147.70 • Plow 8C from Mile 147.70 to Mile 148.12 (Piper) | \$ 54,819.08 |
| 4 | Mile 147.91 – DED – Install Bungalow and double track DED <ul style="list-style-type: none"> • Install new 6x6 DED bungalow and cabling • Install Double track DED paddles in track | \$ 104,339.98 |

| | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 5 | <p>Mile 148.12 – Piper – Install New Triple Track CTC Plant</p> <ul style="list-style-type: none"> • Install 8' x 16' IXS controlling bungalow and cabling • Install 5 US&S M23B switch machines and one moveable point frog machine and cabling • Install 2 triple track bridge signals • Install 6 RECO 2HP melters, ducting, covers and one 2000 gallon propane tank • Install backup generator | \$ 569,522.68 |
| 6 | <p>Mile 148.22 – Piper Road – Install new triple track AWD XP4 with gates</p> <ul style="list-style-type: none"> • Install 8' x 10' XP4 controlling bungalow, gates and cabling • Install all required bootlegs and shunt enclosures • Install backup generator | \$ 171,970.41 |
| 7 | <p>Mile 149.90 – Sperling – Install new triple track CTC plant</p> <ul style="list-style-type: none"> • Install 8' x 16' IXS controlling bungalow and cabling • Install eight US&S M23B switch machines and four moveable point frog machines and cabling • Install two triple track bridge signals • Install twelve RECO 2HP melters, ducting, covers and four 2000 gallon propane tank • Install backup generator | \$ 642,666.79 |
| 8 | <p>Mile 151.10 – Douglas Road – Install new triple track AWD XP4 with gates</p> <ul style="list-style-type: none"> • Install 8' x 8' XP4 controlling bungalow and cabling • Install two cantilever combos with gates and cabling • Install all required bootlegs and shunt enclosures • Install backup generator | \$ 216,265.19 |
| 9 | <p>Mile 151.80 – Willingdon Jct – Install new triple track CTC plant</p> <ul style="list-style-type: none"> • Install 8' x 16' IXS controlling bungalow and cabling • Install four US&S M23B switch machines and one moveable point frog machine and cabling • Install three signals and one triple track cantilever signal • Install four RECO 2HP melters, ducting, covers and one 2000 gallon propane tank • Install backup generator | \$ 484,919.67 |
| 10 | <p>Mile 151.84 – DED – Install Bungalow and Double track DED</p> <ul style="list-style-type: none"> • Install new 6x6 DED bungalow and cabling • Install Double track DED paddles in track | \$ 92,951.12 |

| | | |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| | Mile 143.5 to Mile 151.84 – Plow FOTS cable | |
| | <ul style="list-style-type: none"> • Plow fiber cable • Tie into all location listed above; Mile 143.5, 144.25, 144.48, 145, 145.05, 145.3, 146, 146.50, 147.20, 148.12, 148.22, 149.90, 151.10, 151.80 | |
| 11 | • Install all related JU5 pedestals and cable marker posts | \$ 731,046.43 |
| Total Firm Price | | \$ 3,789,917.56 |

5. SOW Term

The Services will commence on January 11th 2021 (“Start Date”) and end on March 31st 2021 (“End Date”) as further detailed in the Services description set forth in Section 3, Description of Fixed Price Scope Services.

6. Delivery Schedule, Deliverables [or Milestones] & Rates

Delivery Schedule to follow the dates above.

7. Date of commencement

The date of commencement shall be set forth in a notice to proceed or [specify date].

8. Date of Completion : [if not included in deliverables and Milestones]

9. Late Delivery Payments

0\$ per day for each and every day that the time consumed in completing the work exceeds the time allowed;

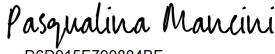
10. Holdback

CN reserves the right to hold back up to ten percent (10%) of any partial billing invoiced by Supplier prior to final completion of the Fixed Scope Services contemplated under this SOW, until such services are completed in full to the satisfaction of CN.

DocuSigned by:

 B809A08DFE884CC...
 Rick Middaugh

Commercial Manager

DocuSigned by:

 D6D915E790884BE...
 Pasqualina Mancini

Director, Procurement and Supply Management

Certificate Of Completion

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| Envelopeld Stamping: Enabled | Manmit Aujla |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 935 rue de la Gauchetière O |
| | Montreal, QC H3B 2M9 |
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rick.middaugh@alliedtrack.ca
Commercial Manager
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Signature

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Pasqualina Mancini
Pasqualina.Mancini@cn.ca
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- ii. send us an e-mail to vassilios.mandelos@cn.ca and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|-------------------------------------------------------------------------------|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none"> • Allow per session cookies |

- | | |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <ul style="list-style-type: none"> • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

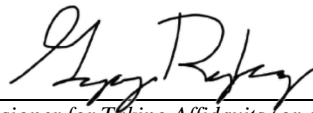
Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Canadian National Railway Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Canadian National Railway Company during the course of my relationship with you.

This is Exhibit “D” referred to in the Affidavit of Marco Levesque sworn by Marco Levesque of the Town of Mirabel, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

Archived: Monday, September 25, 2023 10:46:18 PM

From: [Michael Hiscock](#)

Sent: Fri, 26 Mar 2021 22:28:04

To: [Ryan Wiebe Blair Hurrell](#)

Cc: [Shane McCartney](#)

Subject: Fwd: Sink Hole CN

Importance: Normal

Sensitivity: None

Sinkhole on NSIL resurfaced last night. City of Burnaby did a cctv today. Looks that Allied hit the storm sewer in the Willingdon installation.

Looking into what a solution is, but we will need to repair this or sinkholes will keep happening. Money to come from Allied holdback.

From: Kovacevic, Tony <Tony.Kovacevic@burnaby.ca>

Sent: Friday, March 26, 2021 3:20:47 PM

To: Daniel Suh <Daniel.Suh@cn.ca>

Cc: Caissie, Jerry <Jerry.Caissie@burnaby.ca>; Sullivan, Barry <Barry.Sullivan@burnaby.ca>; Haydn Marsh <Haydn.Marsh@cn.ca>; Charles Turner <Charles.Turner@cn.ca>; Michael Hiscock <Michael.Hiscock@cn.ca>; Pleasance, Rod <rod.pleasance@burnaby.ca>; Weismiller, Ron <Ron.Weismiller@burnaby.ca>; Carter, Brian <Brian.Carter@burnaby.ca>; Sullivan, Barry <Barry.Sullivan@burnaby.ca>

Subject: RE: Sink Hole CN

CAUTION: This email originated from outside CN: DO NOT click links or open attachments unless you recognize the sender AND KNOW the content is safe.

AVERTISSEMENT : ce courriel provient d'une source externe au CN : NE CLIQUEZ SUR AUCUN lien ou pièce jointe à moins de reconnaître l'expéditeur et d'avoir VÉRIFIÉ la sécurité du contenu.

Hello Daniel,

Video has confirmed the storm sewer bottom is broken at about 50m from the downstream MH, which puts it directly underneath the north rail line. We can 2 some grey ducting with danger tape at the break(see attached photos). Running perpendicular to the storm sewer. The installation of this ducting may have hit the sewer and or removed the support of the sewer thus causing the weight from above to break the pipe. We have 2 year old video that shows that the storm sewer pipe was still intact at the time of video.

Keep me posted on your monitoring and plan of attack,

Kind Regards,

Tony Kovacevic

City of Burnaby

Sewers Superintendent

Ph: 604.570.3685

Cel: 604.619.8490

tony.kovacevic@burnaby.ca

The contents of this posting or electronic mail message are solely the writings, thoughts and/or ideas of the account holder and may not necessarily reflect those of the City of Burnaby.

From: Daniel Suh <Daniel.Suh@cn.ca>

Sent: Friday, March 26, 2021 1:54 PM

To: Norsworthy, Jordan <JORDAN.NORSWORTHY@BURNABY.CA>

Cc: Kovacevic, Tony <Tony.Kovacevic@burnaby.ca>; Caissie, Jerry <Jerry.Caissie@burnaby.ca>; Sullivan, Barry <Barry.Sullivan@burnaby.ca>; Haydn Marsh <Haydn.Marsh@cn.ca>; Charles Turner <Charles.Turner@cn.ca>; Michael Hiscock <Michael.Hiscock@cn.ca>

Subject: RE: Sink Hole CN

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Thanks Jordan. I believe Haydn and Charles from CN has already been in contact with Jerry.

Please keep us updated on the outcome of the CCTV inspection.

Thank you,
Daniel

Daniel Suh, P.Eng.

CN Public Works Officer | Engineering | Pacific Region
Thornton Operation Building – Floor 1
11717 138th Street Surrey, BC V3R 6T5
T: 604-589-6522 C: 236-330-3085

From: Norsworthy, Jordan <JORDAN.NORSWORTHY@BURNABY.CA>

Sent: Friday, March 26, 2021 1:46 PM

To: Daniel Suh <Daniel.Suh@cn.ca>

Cc: Kovacevic, Tony <Tony.Kovacevic@burnaby.ca>; Caissie, Jerry <Jerry.Caissie@burnaby.ca>; Sullivan, Barry <Barry.Sullivan@burnaby.ca>

Subject: Sink Hole CN

CAUTION: This email originated from outside CN: DO NOT click links or open attachments unless you recognize the sender AND KNOW the content is safe.

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Hi Daniel,

I have included Tony in this email. His crew is on site now TV'ing the line under the sink hole location.

They are currently on site if you would like to speak with them. Jerry Caissie is the Foreman 3 on site.

Please let me know if you require any additional information.

Kind regards,

Jordan Norsworthy

Superintendent, Roads & Drainage Operations

Direct: 604-294-7178

Fax: 604-294-7540

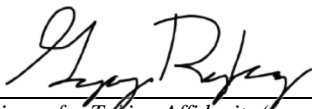
City of Burnaby | Engineering | Operations

Laurel Street Workyard | 5780 Laurel Street | Burnaby, BC V5G 1N3

Our Vision: A world-class city committed to creating and sustaining the best quality of life for our entire community.

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This is Exhibit "E" referred to in the Affidavit of Marco Levesque sworn by Marco Levesque of the Town of Mirabel, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP



Technical Memo

H358717

May 10, 2021

To: Craig Mullin - Hatch

From: Jon Phelan, P.Eng. - Hatch

cc: Michael Hiscock – CN
Victor Czarnocki – Hatch
Chris Johnson, P.Eng. – KCB
Jordan Leck - TYBO

CN City of Burnaby Sewer Repair

Damaged Concrete Storm Sewer - Patch Repair Design

1. Introduction

A City of Burnaby stormwater sewer was recently damaged by a CN Signals & Communications (S&C) contractor in horizontal drilling for the installation of multiple S&C conduits. This technical memo is to present the proposed approach to repairing the pipe, which is a collaborative effort between TYBO, Hatch, and Klohn Crippen Berger, on behalf of CN.

1.1 Background information

The sewer issue was first noted when a sinkhole appeared in the ballast on the New Westminster Subdivision at approximately Mile 151.85 – see Figure 1 and Figure 2. The assumed mechanism for formation of the sink hole is as follows: storm water escaping the damaged pipe is causing the migration of fine soil particles, which over time has resulted in the formation of a subsurface void to the eventual point the overlying track structure becomes sufficiently unsupported that the subballast and ballast drops into the void. Upon video inspection of the inside of the sewer pipe by TYBO, the damage that was done in drilling for installation of conduits was identified, see Figure 3.

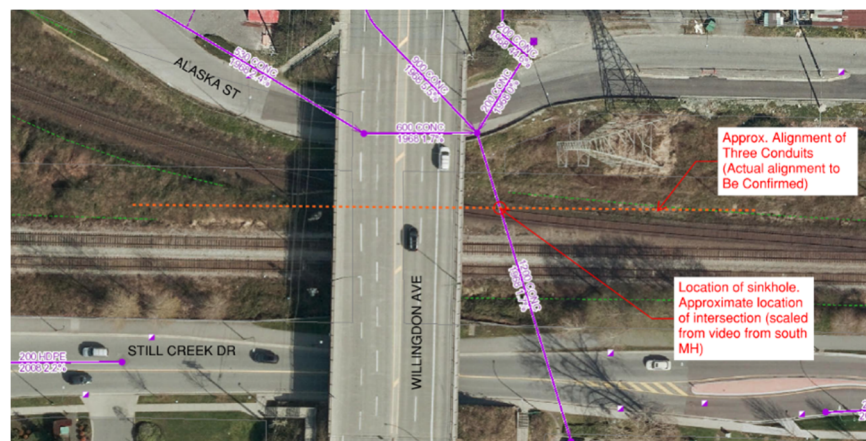


Figure 1 - Damaged storm sewer location

If you disagree with any information contained herein, please advise immediately.

H358717-RW-311-S0-0001, Rev. A

Page 1



Figure 2 - Sinkhole formation at location of damaged sewer



Figure 3 - View of damaged sewer & conduits installed



Following the video inspection of the damaged pipe the following investigative steps were initiated by CN:

- April 15, 2021: Ground Penetrating Radar (GPR) investigation by GeoScan to identify areas indicative of potential subsurface void beneath the railway tracks. The survey identified a 'suspected significant material change' between depths of 0.2 m to 1.2 m below ground surface in the immediate vicinity of the damaged pipe. Refer to report 'J210415-09-TYBO-Void-Survey-Geoscan-Report.pdf'.
- April 16, 2021: A hydrovac excavation of the sewer pipe revealed that the concrete sewer is in fact encased in a steel pipe of larger diameter. The hydrovac encountered the top of steel pipe at 1.3 m below ground and the hydrovac excavation terminated at 2.45 m below ground, confirming that the sewer is fully encased in a steel pipe. The hydrovac excavation was conducted by TYBO.

It is likely (though not confirmed) that the steel pipe noted in the hydrovac excavation was installed using a trenchless methodology due to its age relative to the age of the track and the age of similar cased crossings installed in this manner in the area. The existing record drawings have been provided by the City of Burnaby do not confirm the installation methodology. The steel pipe that contains the concrete sewer is assumed to be supporting the superimposed loads (soils, rail live load) and the concrete sewer simply lays inside of it.

CN initially filled the sinkhole from the surface with ballast when it was discovered but the sinkhole reappeared approximately four weeks after the initial event. This required a second addition of ballast to reinstate the track structure. Following that, to decrease the risk of further void formation CN directed TYBO to install a bypass and has subsequently diverted flows from this storm sewer section. The above is a temporary solution that will be maintained until the sewer is permanently repaired.

2. Proposed Repair Methodology

To reinstate the sewer to serviceable condition, CN is proposing a multi-step approach to repairing the pipe:

1. Patch repair of the concrete pipe (*Work by TYBO, responsible engineer is Hatch*)

- a. Objectives:
 - i. Install a reinforced patch repair to reinstate the form of the existing pipe.
 - ii. Provide an effective seal between the surrounding soil and the inside of the pipe in preparation for steps 2 and 3.
- b. Methodology
 - i. Delineate repair area based on extent of damage and minimum splice lengths
 - ii. Removal of concrete within repair area
 - iii. Seal the outer edges & holes in the steel encasement pipe
 - iv. Installation of reinforcement (10M @ 125 mm c/c circumferential)
 - v. Form & pour patch repair material
 - vi. Remove forms and prepare the concrete surface to receive the CIPP liner



2. Pressure grout injection of soils surrounding the pipe (*Work by TYBO, responsible engineer is KCB*)

- a. Objectives
 - i. Reinstatement of the pipe bedding support that was lost in sediment transportation / void formation.
- b. Methodology
 - i. Refer to KCB Technical Memorandum, provided separately.

3. Installation of cured-in-place pipe (CIPP) liner (*Work by Superior City Services (sub to TYBO), responsible engineer is Superior City Services or SCS consultant*)

- a. Objectives
 - i. Provide structural support for the existing repaired concrete pipe and fully seal the pipe against leakage.
- b. Methodology
 - i. Superior City Services to install a 'Omega liner' fibre reinforced polymer cured-in-place-pipe (CIPP) liner from manhole to manhole covering the damaged area. Further details to be provided separately, by TYBO.
 - ii. Refer to documentation provided by Superior City Services Group through TYBO:
 1. C.1 Omega Compliance ASTM F2019.pdf
 2. C.2 Chemical – Omega Lining ASTM F1216 Chemical Test 5-18-18.pdf
 3. C.3 TDS-Omega LINER DATA SHEET.pdf
 4. Signed & sealed calculations for CIPP liner design (2 documents)

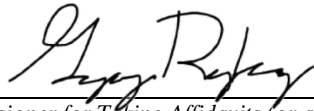
2.1 Limitations

Due to lack of information about that steel pipe and its current condition, Hatch has not reviewed the structural capacity of the steel casing at this time and so is unable to comment on or take responsibility for the steel pipe's integrity, either in its as-built condition nor after being drilled through.

Jon Phelan, P.Eng.

JP:JP
Attachment(s)/Enclosure

This is Exhibit “F” referred to in the Affidavit of Marco Levesque sworn by Marco Levesque of the Town of Mirabel, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

TECHNICAL MEMORANDUM

TO: Michael Hiscock, E.I.T. (CN)
Craig Mullin, E.I.T. (Hatch)
Jon Phelan, P.Eng. (Hatch)

DATE: June 11, 2021

PREPARED BY: Adam Bontempo, P.Eng., PMP

FILE NO: P10207A18

SUBJECT: Geotechnical Recommendations - Sinkhole Near Willingdon Overpass – Rev 0

1 INTRODUCTION

Hatch Ltd. (Hatch) contacted Klohn Crippen Berger Ltd. (KCB) to provide geotechnical support for remediation of a sinkhole formed beneath Canadian National Railway's (CN) track in Burnaby, BC near Willingdon Overpass. KCB was retained by CN to provide geotechnical services through an existing contract for the Piper to Douglas Third Track project. This memo provides KCB's recommendations and input on Hatch's proposed remediation plan for the sinkhole and pipe repair.

2 BACKGROUND

In February 2021, a CN Signals and Communications (S&C) contractor mistakenly drilled through a City of Burnaby (CoB) 1200 mm diameter pipe composed of steel-reinforced concrete during installation of two 100 mm (4") diameter PVC conduit. Standing water inside the pipe released into the surrounding soil, causing piping and formation of an approximately 1 m diameter sinkhole beneath CN's track. The sinkhole was backfilled using ballast material and larger (14 ft long) timber ties were installed across the area of the sinkhole. The sinkhole propagated to the surface again after backfilling.

On April 15, 2021, GeoScan Subsurface Surveys Inc. (GeoScan) carried out a ground penetrating radar (GPR) survey in an approximately 230 m² area in the vicinity of the previously backfilled sinkhole. During the GPR survey, several anomalies with various potential origins were identified. The following two anomalies were interpreted by GeoScan as potential subsurface cavities:

- One potential cavity above the pipe at approximately 0.7 m to 2.0 m north of the northern rail of the track, at about 0.1 m below ground surface (mbgs), with an area of approximately 1.3 m²; and
- One small (less than about 0.3 m diameter) potential cavity immediately adjacent to the northern rail of the track at about 0.5 mbgs, with an area of approximately 0.06 m².

On April 16, 2021, TYBO Contracting Ltd. (TYBO) hydro-vacuumed one hole approximately 1 m north of the rail ties in the vicinity of the pipe crossing. The hydro-vacuumed excavation discovered that the precast concrete segmental pipe sits within a steel casing. Hatch presumes that the steel pipe was originally jacked beneath the tracks to avoid an open excavation that would disrupt rail traffic. There are no documents/records available that confirm the steel encasement details beyond observations made during the hydro-vacuum inspection. The pipe was encountered from about 1.3 m to 2.45 m below top of rail. The hole encountered two buried utilities – one fiberoptic line and one steel pipe interpreted to be a decommissioned gas line. Groundwater was not observed outside the pipe.

Hatch's structural engineer informed KCB that the proposed pipe repair would consist of:

- Redrilling a hole and installing the new conduit;
- Extraction of the existing conduit;
- Concrete patch repair to reinstate the form of the concrete pipe;
- Installation of pipe liner to repair and seal the pipe, meanwhile diverting standing water in the pipe; and
- Injecting cementitious grout in the vicinity of the damaged pipe to replace the soil that was lost due to piping.

On April 27, 2021, Hatch and KCB had a phone discussion pertaining to the geotechnical aspects of the sinkhole remediation. KCB has provided geotechnical input on Hatch's proposed injection grouting remediation plan, which is described in Section 3.

3 GEOTECHNICAL RECOMMENDATIONS

KCB recommends pressure injecting grout through drillholes from various locations around the sinkhole and pipe. The first step of the procedure involves drilling a hole, typically using air rotary drilling method with a down-the-hole hammer due to the relatively minimal set-up time required and high rate of advancement. Groundwater table is inferred to be below the maximum drilling depth, which makes air rotary a preferred method due to no water return at surface to manage or dispose of.

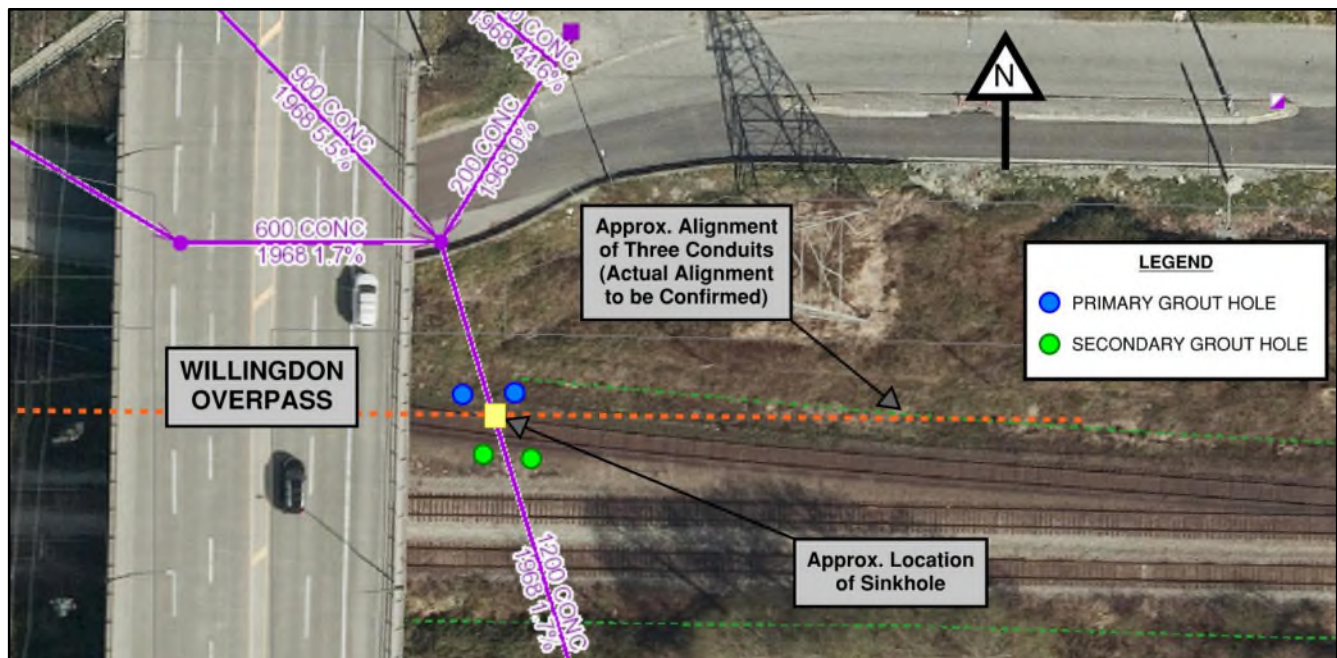
After the hole is drilled, the drill string is removed from the hole but the drill casing (typically 100 mm (4") to 150 mm (6") diameter) is left in place. A pressure cap can then be attached to the top of the casing at surface and grout injected through a one-way valve on the pressure cap. Injection pressure is monitor from a gauge located on the pressure cap or on the grout hose leading to the pressure cap. Typically, grouting is completed in multiple stages of a specified length (e.g., 5 m); however, considering the short length of the holes (approximately 4 m) and limited volume of the void, it is anticipated that only a single stage will be required.

It is recommended that an incremental void filling grouting technique be used, in which the pressure is gradually increased in steps (up to 10-minute duration per step) until the peak (high) pressure is reached. Once the peak pressure is reached, the pressure is decreased in increments back to the low pressure step. The peak pressure step is generally calculated as 0.23 Bar (3.3 psi or 23 kPa) per m depth that is being grouted. Based on the anticipated void depth of 3 mbgs, the target high pressure should be approximately 0.7 Bar (10 psi or 70 kPa). The recommended grout step sequence is as follows:

- Low pressure step (40 percent of peak pressure)
- Medium pressure step (65 percent of peak pressure)
- High pressure step (peak pressure)
- Medium pressure step (65 percent of peak pressure)
- Low pressure step (40 percent of peak pressure)

By gradually increasing the grout pressure in increments, the risk of jacking up the pipe is mitigated. Grout should initially be injected at a relatively low flow rate to avoid over pressuring the surrounding area accidentally. The drillhole will be topped with grout as the drill casing is extracted from the hole to seal the hole to surface. The grout level in the hole may drop while the grout sets up due to migration into the surrounding permeable soils (subballast and ballast), the holes should be topped off as required.

KCB proposes injecting grout at up to four separate drillhole locations within approximately a 5 m radius around the repaired pipe section. Each hole should be drilled to a depth of 3 mbgs at an approximate inclination of 45 degrees. Final hole will be oriented on site to intersect the void and target areas below the track. Utility locates (if not already completed) should be performed in advance of injection grouting to ensure the pipe or other nearby utilities are not impacted. Proposed drillhole locations for grouting are illustrated in Figure 3.1.

Figure 3.1 Proposed Grout Drillhole Locations

Grouting should initially be performed at the two primary holes located on the north side of the track on either side of the pipe. Depending on the grout volume being pumped and pressure build observed, secondary holes may be required to fill the void. Secondary holes, if required, are anticipated to be drilled from the south side of the track but the actual location will be selected on site based on access constraints (i.e., proximity to track) and inferred location of void. At this time, only two secondary holes are anticipated but more may be required.

3.1 Grout Mixture

The grout mix selected needs to have setup strength equal to or greater than the native soil surrounding the pipe. Additionally, the grout mixture needs to be sufficiently flowable to migrate through the subsurface and effectively fill the voids. Based on the anticipated soil conditions surrounding the pipe and beneath the track, a grout mix for hard to medium strength soils is considered appropriate.

The final mix ratio used will be highly dependent on the contractor's experience and conditions observed on site during initial grout injection. A standard grout mix design, to use as a starting point, by weight ratio is 1 Portland Cement to 2.5 Water to 0.3 Bentonite. Water and cement should be mixed first before adding bentonite. The amount of bentonite added should be adjusted to produce a grout with the consistency of heavy cream. The ratio should be adjusted to avoid an overly thin mixture where the solids and the water can separate or too thick where the grout will be difficult to pump and not fill the void(s).

3.2 Monitoring

The contractor performing this work should monitor injection grouting activity for impacts to the adjacent areas and utilities. Monitoring should include regular inspection of the surrounding area for signs of grout migration to the surface or into ditch/low lying areas. Additionally, the pipe should be monitored for potential jacking movement during injection grouting. This monitoring could be achieved through visual inspection from the inside of the pipe or by surveying the pipe through hydro-vacuumed holes with PVC casing to the crown of the pipe. If grout migration to surrounding area or pipe movement is observed, injection grouting should be stopped and the methodology re-assessed.

3.3 Verification of Void Grouting

The void grouting is considered effective if the high pressure step can be reached at all of the grout hole locations completed. If the high pressure step cannot be achieved, or is only achieved at some holes, further verification methods may be required.

Confirmation drillholes or hydro-vacuumed holes to the grout filled void could be completed once the grout has set (minimum of 24 hours) to check whether grout is present/continuous. Alternatively, non-destructive testing, such as GPR, could be performed from ground surface or inside the pipe to detect potential remaining voids. If voids are still suspected, additional injection grout holes should be completed as necessary.

4 LIMITATIONS

This memorandum is an instrument of service of Klohn Crippen Berger Ltd. (KCB). The memo has been prepared for the exclusive use of Canadian National Railway (CN) for the specific application of the sinkhole remediation near Willingdon Overpass, and it may not be relied upon by any other party without KCB's written consent.

KCB has prepared this memorandum in a manner consistent with the level of care, skill and diligence ordinarily provided by members of the same profession for projects of a similar nature at the time and place the services were rendered. KCB makes no warranty, express or implied.

The recommendations contained in this memorandum have been based in part on assumptions about strata variations determined from geophysical investigation and a hydro-vacuumed hole excavation. Variations from assumed strata conditions will not become evident until construction or further investigation. During construction, KCB should be retained for field review to observe encountered subsurface conditions. If variations or other latent conditions become evident during construction, KCB will re-evaluate the recommendations in this memorandum. KCB cannot assume responsibility or liability for the adequacy of its recommendations without the appropriate level of field review.

5 CLOSING

We trust this memo meets your requirements currently. Please contact us if you have any questions.

Yours truly,

KLOHN CRIPPEN BERGER LTD.

11 June 2021


Adam Bontempo, P.Eng., PMP
Geotechnical Engineer



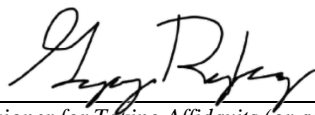
Chris Johnson, P.Eng.
Geotechnical Engineer

Reviewed by:



Tim Keegan, Ph.D., P.Eng.
Senior Geotechnical Engineer

This is Exhibit “G” referred to in the Affidavit of Marco Levesque sworn by Marco Levesque of the Town of Mirabel, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

| Item number | Description of work or services | Work Date | Emp.No | Original docno | QTY | Rate | UM | Item Descr. | Contractor's Invoice Number | Cost | OH % | Overhead Cost | Amount | Currency | Origin Doc Type | Source doctype | Batch Number | Original Post Date | Vendor Number | Posted By | Material group | Material | Reference Cost Object |
|-------------|----------------------------------------------------------------------------------|-----------------------------|--------|----------------|--------|------------|-----|---------------------------------|-----------------------------|---------------------|------|------------------|---------------------|----------|-----------------|----------------|--------------|--------------------|---------------|-----------|----------------|-----------|-----------------------|
| 3150 | Supply & install DS tie plates | 04/21/21 | 0 | 760029511 | 1.000 | 74.90 | HR | PNR RAILWORKS INC CNRPI00638710 | | 74.90 | 7.15 | 5.36 | 80.26 | CAD | VF | DIP Fieldglass | 314613229 | 04/21/21 | 121146 | ESPOPER9 | H1 | A1-01-028 | M-9525.010..0214 |
| 3160 | Supply & install DS tie plates | 04/21/21 | 0 | 760029511 | 1.000 | 95.14 | HR | PNR RAILWORKS INC CNRPI00638710 | | 95.14 | 7.15 | 6.80 | 101.94 | CAD | VF | DIP Fieldglass | 314613229 | 04/21/21 | 121146 | ESPOPER9 | H1 | A1-01-028 | M-9525.010..0214 |
| 3170 | Supply & install DS tie plates | 04/21/21 | 0 | 760029511 | 1.000 | 114.35 | HR | PNR RAILWORKS INC CNRPI00638710 | | 114.35 | 7.15 | 8.18 | 122.53 | CAD | VF | DIP Fieldglass | 314613229 | 04/21/21 | 121146 | ESPOPER9 | H1 | A1-01-028 | M-9525.010..0214 |
| 3180 | Mileage reimbursement | 02/11/22 | 0 | 120000576 | 1.000 | 11.21 | DAY | TYBO CONTRACTING LTD. | | 11.21 | 5.80 | 0.65 | 11.86 | CAD | KM | | | 02/11/22 | | 102639 | H1 | A1-01-028 | M-9525.010..0442 |
| 3230 | Mileage reimbursement reversal | 01/26/22 | 0 | 120000347 | 1.000 | 5.53 | EA | TYBO CONTRACTING LTD. | | (5.53) | 5.80 | (0.32) | (5.85) | CAD | KM | | | 01/26/22 | | 102639 | H1 | A1-01-028 | M-9525.010..0442 |
| 3260 | Support - other | July to Dec | 0 | 210010978 | 1.293 | 5,338.02 | DAY | TYBO CONTRACTING LTD. | 9006(b) | 6,902.06 | 5.80 | 400.32 | 7,302.38 | CAD | WE | | | 01/24/22 | | 194609 | H1 | A1-01-028 | M-9525.010..0442 |
| 3290 | Maching mobilization & demo | Aug 9, Nov | 0 | 210009048 | 6.000 | 535.00 | EA | TYBO CONTRACTING LTD. | 9014(b) | 3,210.00 | 5.80 | 186.18 | 3,396.18 | CAD | WE | | | 01/20/22 | | 194609 | H1 | A1-01-028 | M-9525.010..0442 |
| 3300 | Dewatering mobilization & demobilization | Aug 8 & Aug 10; Oct 18 & | 0 | 210009048 | 6.000 | 3,210.00 | EA | TYBO CONTRACTING LTD. | 9012 | 19,260.00 | 5.80 | 1,117.08 | 20,377.08 | CAD | WE | | | 01/20/22 | | 194609 | H1 | A1-01-028 | M-9525.010..0442 |
| 3310 | Dewatering for 3 days | Aug 9-10; 0 Oct 18-20; | 0 | 210009048 | 7.000 | 8,560.00 | DAY | TYBO CONTRACTING LTD. | 9009 | 59,920.00 | 5.80 | 3,475.36 | 63,395.36 | CAD | WE | | | 01/20/22 | | 194609 | H1 | A1-01-028 | M-9525.010..0442 |
| 3320 | Repair MH's & pave patches EWO8520 | 11/10/21 | 0 | 210009048 | 1.292 | 5,350.00 | DAY | TYBO CONTRACTING LTD. | 9006(a) | 6,912.20 | 5.80 | 400.91 | 7,313.11 | CAD | WE | | | 01/20/22 | | 194609 | H1 | A1-01-028 | M-9525.010..0442 |
| 3330 | Superior City Services Inv. 192036 - Liner purchase | 06/02/21 | 0 | 210009048 | 0.500 | 430,675.00 | EA | TYBO CONTRACTING LTD. | 9003 | 215,337.50 | 5.80 | 12,489.58 | 227,827.08 | CAD | WE | | | 01/20/22 | | 194609 | H1 | A1-01-028 | M-9525.010..0442 |
| 3340 | Traffic Control | Jun 22; Aug 6, 9, 19, Nov | 0 | 210009048 | 0.253 | 10,700.00 | EA | TYBO CONTRACTING LTD. | 9001 | 2,707.10 | 5.80 | 157.01 | 2,864.11 | CAD | WE | | | 01/20/22 | | 194609 | H1 | A1-01-028 | M-9525.010..0442 |
| 3370 | Maching mobilization & demob | Apr 15, 16, 0 | 0 | 210167631 | 10.000 | 535.00 | EA | TYBO CONTRACTING LTD. | 9014(a) | 5,350.00 | 7.15 | 382.53 | 5,732.53 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| 3380 | Environmental Consulting | 05/18/21 | 0 | 210167631 | 1.000 | 5,026.86 | EA | TYBO CONTRACTING LTD. | 9013 | 5,026.86 | 7.15 | 359.42 | 5,386.28 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| 3390 | Review works, mock rescue drills, remove conduit & water, demo & dewatering | June 7-9, 0 2021 | 0 | 210167631 | 6.000 | 3,210.00 | EA | TYBO CONTRACTING LTD. | 9005 | 19,260.00 | 7.15 | 1,377.09 | 20,637.09 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| 3400 | Dewatering for 27 days | May 21 - Jun | 0 | 210167631 | 27.000 | 8,560.00 | DAY | TYBO CONTRACTING LTD. | 9010 | 231,120.00 | 7.15 | 16,525.08 | 247,645.08 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| 3410 | Dewatering for 29 days | Apr 15; Apr | 0 | 210167631 | 29.000 | 8,560.00 | DAY | TYBO CONTRACTING LTD. | 9008 | 248,240.00 | 7.15 | 17,749.16 | 265,989.16 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| 3420 | Permits | Apr 15 & Aug | 0 | 210167631 | 0.343 | 2,140.00 | EA | TYBO CONTRACTING LTD. | 9007 | 734.02 | 7.15 | 52.48 | 786.50 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| 3430 | Dewatering mobilization & | Apr 15-16, 0 | 0 | 210167631 | 0.789 | 32,100.00 | EA | TYBO CONTRACTING LTD. | 9012 | 25,326.90 | 7.15 | 1,810.87 | 27,137.77 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| 3440 | Concrete chip for new rebar, pump water, chip floor of pipe, dewater, clean etc. | Jun 10 - 22, 0 Jul 30, 2021 | 0 | 210167631 | 6.190 | 8,560.00 | EA | TYBO CONTRACTING LTD. | 9004 | 52,986.40 | 7.15 | 3,788.53 | 56,774.93 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| 3450 | Superior City Services Inv. 192036 - Liner invoice balance | 10/01/21 | 0 | 210167631 | 0.500 | 430,675.00 | EA | TYBO CONTRACTING LTD. | 9003 | 215,337.50 | 7.15 | 15,396.63 | 230,734.13 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| 3460 | Build access ramp for grout crew, grouting machine, monitor culver with CCTV | 08/03/21 | 0 | 210167631 | 0.741 | 36,915.01 | EA | TYBO CONTRACTING LTD. | 9002 | 27,354.02 | 7.15 | 1,955.81 | 29,309.83 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| 3470 | Traffic Control | Apr 23, Jun | 0 | 210167631 | 0.228 | 10,700.00 | EA | TYBO CONTRACTING LTD. | 9001 | 2,439.60 | 7.15 | 174.43 | 2,614.03 | CAD | WE | | | 10/01/21 | | 176740 | H1 | A1-01-028 | M-9525.010..0442 |
| | | | | | | | | | | 1,235,306.72 | | 84,004.01 | 1,319,310.73 | | | | | | | | | | |

This is Exhibit “H” referred to in the Affidavit of Marco Levesque sworn by Marco Levesque of the Town of Mirabel, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

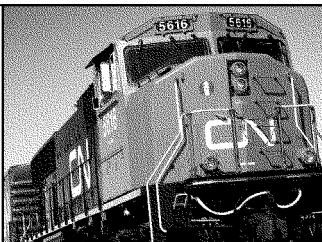


Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP



Law Department - General Claims
10229 - 127 Avenue
EDMONTON AB T5E 0B9



CLAIM BILL

| | |
|----------------------|---------------------|
| Invoice Number | 850114525 |
| Page | 1 of 8 |
| Invoice Date (Y/M/D) | 2022/03/01 |
| Customer Number | 34795 |
| I/A Log Number | 1066769 |
| CN Reference Number | 40136780/M-9525.010 |
| Billing Type | Incidents |

**ATTN ACCOUNTS PAYABLE
ALLIED TRACK SERVICES
169A S SERVICE RD
GRIMSBY ON L3M 4H6**

Risk Management Claim

| | | | |
|------------------------------------------------------|---------------------|----------------|----|
| City | MAINLINE EAST TRACK | Province/State | BC |
| Mile Range | 151.73-153.90 | | |
| NEW WESTMINSTER SUB MP 151.73 WILLINGDON JUNCTION BC | | | |

While working on a signals project on April 5, 2021, Allied and/or its employees struck a City of Burnaby sewer line resulting in a sink hole underneath CN railway tracks. This invoice represents the costs of repairing the city sewer line signal CN signal equipment. Please remit your cheque in the stated amount payable to Canadian National Railway Company.

SUMMARY OF CHARGES

Amount (CAD)

| LABOUR | | | |
|----------------------------------------------------------------------------|--------------------------|--------------|--------------|
| Signal Labour | | 61,698.22 | |
| Per Diem | | 2,602.96 | |
| | Total Labour | | 64,301.18 |
| OTHER COSTS (outsourced services, other purchases, leases and rents, etc.) | | | |
| Outsourced Services | | 1,319,310.73 | |
| | Total Other Costs | | 1,319,310.73 |

Inquiries

Nomathemba Ngwenya

Tel: 780-377-4257

Email: NOMATHEMBA.NGWENYA@CN.CA

| | | |
|----------------------|-----------|---------------------|
| Total | \$ | 1,383,611.91 |
| Your portion 100.00% | \$ | 1,383,611.91 |
| Amount Due | \$ | 1,383,611.91 |

Payable in CAD Funds

GST/HST Registration Number

10076 8779 RT0001

QST Registration Number

10000 43156 TQ0514



Law Department - General Claims
10229 - 127 Avenue
EDMONTON AB T5E 0B9

| | |
|----------------------|------------------|
| Invoice Number | 850114525 |
| Customer Number | 34795 |
| Invoice Amount (CAD) | \$ 1,383,611.91 |
| Payment Amount | \$ _____ |

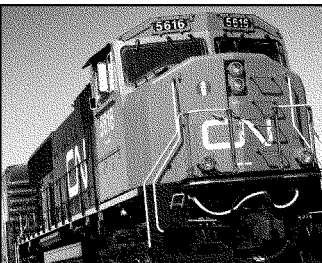
Please make your checks payable to
CANADIAN NATIONAL
and return this form with your payment

Net 30 days
Interest will be assessed on overdue amounts



Law Department - General Claims

10229 - 127 Avenue
EDMONTON AB T5E 0B9



CLAIM BILL

Invoice Number **850114525**
Page 2 of 8
Invoice Date (Y/M/D) 2022/03/01

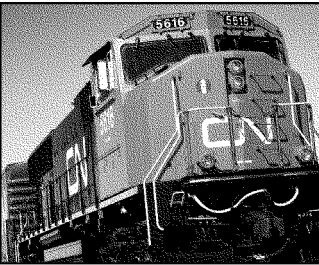
| DETAILS - CURRENT CHARGES | QTY | UM | Emp. No. / Material No. | Rate | Amount (CAD Funds) |
|-----------------------------|-----|----|----------------------------|--------|-----------------------|
| LABOUR | | | | | |
| Work Date 2021/04/19 | | | | | |
| Signal Labour | | | | | |
| OT - Coordinator S & C | 3 | H | 166102 | 211.99 | 635.97 |
| Work Date 2021/04/20 | | | | | |
| Signal Labour | | | | | |
| OT - Coordinator S & C | 3 | H | 166102 | 211.99 | 635.97 |
| Work Date 2021/04/22 | | | | | |
| Signal Labour | | | | | |
| OT - Coordinator S & C | 4 | H | 166102 | 211.99 | 847.96 |
| Work Date 2021/04/23 | | | | | |
| Signal Labour | | | | | |
| OT - S&C Mechanic | 10 | H | 182765 | 173.79 | 1,737.91 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Work Date 2021/04/24 | | | | | |
| Signal Labour | | | | | |
| OT - S&C Mechanic | 11 | H | 182765 | 173.79 | 1,911.70 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |
| Work Date 2021/04/25 | | | | | |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |
| Work Date 2021/04/26 | | | | | |
| Signal Labour | | | | | |
| OT - Coordinator S & C | 14 | H | 166102 | 211.99 | 2,967.85 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |
| Work Date 2021/04/27 | | | | | |
| Signal Labour | | | | | |
| REG - S&C Coordinator | 10 | H | 101222 | 141.32 | 1,413.16 |
| OT - S&C Coordinator | 3.5 | H | 101222 | 211.99 | 741.98 |
| REG - S&C Mechanic | 10 | H | 182765 | 115.86 | 1,158.61 |
| OT - S&C Mechanic | 0.5 | H | 182765 | 173.82 | 86.91 |
| REG - S&C Mechanic | 10 | H | 168859 | 6.03 | 60.25 |
| OT - S&C Mechanic | 0.5 | H | 168859 | 6.02 | 3.01 |
| OT - Coordinator S & C | 4 | H | 166102 | 211.99 | 847.96 |
| REG - Coordinator S & C | 10 | H | 166102 | 141.32 | 1,413.16 |
| REG - Mechanic S&C | 10 | H | 173249 | 115.86 | 1,158.61 |
| OT - Mechanic S&C | 0.5 | H | 173249 | 173.82 | 86.91 |
| OT - S&C Mechanic | 3 | H | 171087 | 173.79 | 521.37 |
| REG - S&C Mechanic | 10 | H | 171087 | 115.86 | 1,158.61 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |



Law Department - General Claims

10229 - 127 Avenue

EDMONTON AB T5E 0B9



CLAIM BILL

Invoice Number **850114525**

Page 3 of 8

Invoice Date (Y/M/D) 2022/03/01

| DETAILS - CURRENT CHARGES | QTY | UM | Emp. No. / Material No. | Rate | Amount (CAD Funds) |
|-----------------------------|-----|----|----------------------------|--------|-----------------------|
| LABOUR (Cont'd) | | | | | |
| Per Diem | 1 | H | 101222 | 46.37 | 46.37 |
| Per Diem | 1 | H | 171087 | 46.37 | 46.37 |
| Per Diem | 1 | H | 168859 | 2.08 | 2.08 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |
| Work Date 2021/04/28 | | | | | |
| Signal Labour | | | | | |
| REG - S&C Coordinator | 10 | H | 101222 | 141.32 | 1,413.16 |
| REG - S&C Mechanic | 10 | H | 171087 | 115.86 | 1,158.61 |
| REG - S&C Mechanic | 10 | H | 182765 | 115.86 | 1,158.61 |
| OT - S&C Mechanic | 0.5 | H | 182765 | 173.82 | 86.91 |
| REG - S&C Mechanic | 10 | H | 168859 | 6.03 | 60.25 |
| OT - S&C Mechanic | 0.5 | H | 168859 | 6.02 | 3.01 |
| OT - Coordinator S & C | 4 | H | 166102 | 211.99 | 847.96 |
| REG - Coordinator S & C | 10 | H | 166102 | 141.32 | 1,413.16 |
| REG - Mechanic S&C | 10 | H | 173249 | 115.86 | 1,158.61 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 101222 | 46.37 | 46.37 |
| Per Diem | 1 | H | 171087 | 46.37 | 46.37 |
| Per Diem | 1 | H | 168859 | 2.08 | 2.08 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |
| Work Date 2021/04/29 | | | | | |
| Signal Labour | | | | | |
| REG - S&C Coordinator | 10 | H | 101222 | 141.32 | 1,413.16 |
| REG - S&C Mechanic | 10 | H | 171087 | 115.86 | 1,158.61 |
| OT - S&C Mechanic | 1 | H | 182765 | 173.79 | 173.79 |
| REG - S&C Mechanic | 10 | H | 182765 | 115.86 | 1,158.61 |
| OT - S&C Mechanic | 1 | H | 168859 | 6.03 | 6.03 |
| REG - S&C Mechanic | 10 | H | 168859 | 6.03 | 60.25 |
| OT - Coordinator S & C | 1 | H | 166102 | 211.99 | 211.99 |
| REG - Coordinator S & C | 10 | H | 166102 | 141.32 | 1,413.16 |
| REG - Mechanic S&C | 10 | H | 173249 | 115.86 | 1,158.61 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 101222 | 46.37 | 46.37 |
| Per Diem | 1 | H | 171087 | 46.37 | 46.37 |
| Per Diem | 1 | H | 168859 | 2.08 | 2.08 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |
| Work Date 2021/04/30 | | | | | |
| Signal Labour | | | | | |
| OT - S&C Mechanic | 1 | H | 182765 | 173.79 | 173.79 |
| REG - S&C Mechanic | 10 | H | 182765 | 115.86 | 1,158.61 |
| OT - Coordinator S & C | 1 | H | 166102 | 211.99 | 211.99 |
| REG - Coordinator S & C | 10 | H | 166102 | 141.32 | 1,413.16 |
| OT - S&C Mechanic | 1 | H | 168859 | 173.79 | 173.79 |
| REG - S&C Mechanic | 10 | H | 168859 | 115.86 | 1,158.61 |
| OT - Mechanic S&C | 11 | H | 173249 | 173.79 | 1,911.70 |
| OT - S&C Mechanic | 1 | H | 171087 | 173.79 | 173.79 |
| REG - S&C Mechanic | 10 | H | 171087 | 115.86 | 1,158.61 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 173249 | 46.37 | 46.37 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |



Law Department - General Claims

10229 - 127 Avenue
EDMONTON AB T5E 0B9



CLAIM BILL

| | |
|----------------------|------------------|
| Invoice Number | 850114525 |
| Page | 4 of 8 |
| Invoice Date (Y/M/D) | 2022/03/01 |

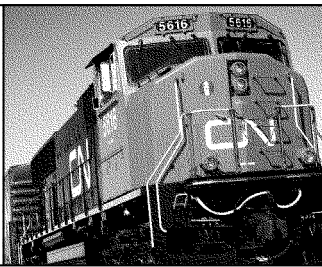
| DETAILS - CURRENT CHARGES | QTY | UM | Emp. No. / Material No. | Rate | Amount (CAD Funds) |
|-----------------------------|------|----|----------------------------|--------|-----------------------|
| LABOUR (Cont'd) | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 168859 | 46.37 | 46.37 |
| Per Diem | 1 | H | 173249 | 46.37 | 46.37 |
| Per Diem | 1 | H | 171087 | 46.37 | 46.37 |
| Work Date 2021/05/01 | | | | | |
| Signal Labour | | | | | |
| REG - S&C Mechanic | 10 | H | 182765 | 115.86 | 1,158.61 |
| OT - S&C Mechanic | 1 | H | 182765 | 173.79 | 173.79 |
| OT - Coordinator S & C | 1 | H | 166102 | 211.99 | 211.99 |
| REG - Coordinator S & C | 10 | H | 166102 | 141.32 | 1,413.16 |
| OT - S&C Mechanic | 1 | H | 168859 | 173.79 | 173.79 |
| REG - S&C Mechanic | 10 | H | 168859 | 115.86 | 1,158.61 |
| OT - Mechanic S&C | 11 | H | 173249 | 173.79 | 1,911.70 |
| REG - S&C Mechanic | 10 | H | 171087 | 115.86 | 1,158.61 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 173249 | 46.37 | 46.37 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 168859 | 46.37 | 46.37 |
| Per Diem | 1 | H | 173249 | 46.37 | 46.37 |
| Per Diem | 1 | H | 171087 | 46.37 | 46.37 |
| Work Date 2021/05/02 | | | | | |
| Signal Labour | | | | | |
| REG - S&C Mechanic | 10 | H | 182765 | 115.86 | 1,158.61 |
| OT - Coordinator S & C | 0.5 | H | 166102 | 212.02 | 106.01 |
| REG - Coordinator S & C | 10 | H | 166102 | 141.32 | 1,413.16 |
| REG - S&C Mechanic | 10 | H | 168859 | 115.86 | 1,158.61 |
| OT - Mechanic S&C | 10.5 | H | 173249 | 173.79 | 1,824.82 |
| OT - S&C Mechanic | 1 | H | 171087 | 173.79 | 173.79 |
| REG - S&C Mechanic | 10 | H | 171087 | 115.86 | 1,158.61 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 173249 | 46.37 | 46.37 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 168859 | 46.37 | 46.37 |
| Per Diem | 1 | H | 173249 | 46.37 | 46.37 |
| Per Diem | 1 | H | 171087 | 46.37 | 46.37 |
| Work Date 2021/05/03 | | | | | |
| Signal Labour | | | | | |
| OT - S&C Mechanic | 1 | H | 182765 | 173.79 | 173.79 |
| REG - S&C Mechanic | 10 | H | 182765 | 115.86 | 1,158.61 |
| OT - Coordinator S & C | 1 | H | 166102 | 211.99 | 211.99 |
| REG - Coordinator S & C | 10 | H | 166102 | 141.32 | 1,413.16 |
| OT - S&C Mechanic | 2 | H | 171087 | 173.79 | 347.58 |
| REG - Mechanic S&C | 10 | H | 173249 | 115.86 | 1,158.61 |
| OT - Mechanic S&C | 1 | H | 173249 | 173.79 | 173.79 |
| REG - S&C Mechanic | 10 | H | 171087 | 115.86 | 1,158.61 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 173249 | 46.37 | 46.37 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 173249 | 46.37 | 46.37 |



Law Department - General Claims

10229 - 127 Avenue

EDMONTON AB T5E 0B9



CLAIM BILL

Invoice Number **850114525**

Page 5 of 8

Invoice Date (Y/M/D) 2022/03/01

| DETAILS - CURRENT CHARGES | QTY | UM | Emp. No. / Material No. | Rate | Amount (CAD Funds) |
|-----------------------------|------------|----|----------------------------|--------|-----------------------|
| LABOUR (Cont'd) | | | | | |
| Per Diem | 1 | H | 171087 | 46.37 | 46.37 |
| Work Date 2021/05/04 | | | | | |
| Signal Labour | | | | | |
| REG - S&C Mechanic | 10 | H | 182765 | 115.86 | 1,158.61 |
| REG - Coordinator S & C | 10 | H | 166102 | 141.32 | 1,413.16 |
| Per Diem | | | | | |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| Per Diem | 1 | H | 166102 | 46.37 | 46.37 |
| Per Diem | 1 | H | 182765 | 46.37 | 46.37 |
| TOTAL SIGNAL LABOUR | 471 | | | | 61,698.22 |
| TOTAL PER DIEM | 59 | | | | 2,602.96 |
| TOTAL LABOUR | | | | | 64,301.18 |
| OTHER COSTS | | | | | |
| Outsourced Services | | | Invoice # | | |
| HATCH CORPORATION | 20 | HR | 0760003230 | | 5,797.84 |
| HATCH CORPORATION | 1 | HR | 0760003230 | | 114.26 |
| HATCH CORPORATION | 163.6 | EA | 0760003230 | | 173.09 |
| HATCH CORPORATION | 0.33 | HR | 0760003230 | | 32.47 |
| HATCH CORPORATION | 12.5 | HR | 0760109902 | | 1,446.53 |
| HATCH CORPORATION | 0.33 | HR | 0760109902 | | 32.88 |
| HATCH CORPORATION | 7.5 | HR | 0760107994 | | 867.92 |
| HATCH CORPORATION | 3.5 | HR | 0760107994 | | 405.03 |
| HATCH CORPORATION | 1.5 | HR | 0760107994 | | 241.09 |
| HATCH CORPORATION | 0.33 | HR | 0760107994 | | 32.88 |
| HATCH CORPORATION | 1 | HR | 0760107994 | | 160.73 |
| HATCH CORPORATION | 311.8 | EA | 0760107994 | | 334.09 |
| KLOHN CRIPPEN BERGER LTD | | | 0290080937 | | 4.20 |
| KLOHN CRIPPEN BERGER LTD | | | 0290079498 | | 2,355.16 |
| KLOHN CRIPPEN BERGER LTD | | | 0290064938 | | 252.34 |
| KLOHN CRIPPEN BERGER LTD | | | 0290059942 | | 2,096.93 |
| KLOHN CRIPPEN BERGER LTD | | | 0290059941 | | 683.45 |
| HATCH CORPORATION | 12.47 | HR | 0760057815 | | 3,660.49 |
| HATCH CORPORATION | 0.53 | HR | 0760057815 | | 50.53 |
| HATCH CORPORATION | 38.34 | HR | 0760057815 | | 6,162.06 |
| HATCH CORPORATION | 6.23 | HR | 0760057815 | | 801.57 |
| HATCH CORPORATION | 0.08 | HR | 0760057815 | | 8.10 |
| HATCH CORPORATION | 2.49 | HR | 0760057815 | | 400.78 |
| HATCH CORPORATION | 1.56 | HR | 0760057815 | | 222.10 |
| HATCH CORPORATION | 0.16 | HR | 0760057815 | | 15.53 |
| HATCH CORPORATION | 0.86 | HR | 0760057815 | | 99.19 |
| HATCH CORPORATION | 111.03 | EA | 0760057815 | | 118.97 |
| HATCH CORPORATION | 20.57 | HR | 0760057815 | | 1,807.53 |
| HATCH CORPORATION | 0.62 | HR | 0760057815 | | 56.78 |
| HATCH CORPORATION | 561.06 | EA | 0760057815 | | 601.18 |
| HATCH CORPORATION | 28.05 | HR | 0760057815 | | 3,246.34 |
| HATCH CORPORATION | 0.82 | HR | 0760057452 | | 94.72 |
| HATCH CORPORATION | 29.9 | EA | 0760057452 | | 32.04 |
| HATCH CORPORATION | 3.64 | HR | 0760057452 | | 1,068.08 |
| HATCH CORPORATION | 6.73 | HR | 0760057452 | | 591.34 |
| HATCH CORPORATION | 0.15 | HR | 0760057452 | | 15.23 |
| HATCH CORPORATION | 2.37 | HR | 0760057452 | | 380.07 |
| HATCH CORPORATION | 9.1 | HR | 0760057452 | | 584.72 |
| HATCH CORPORATION | 5.64 | HR | 0760057452 | | 906.32 |
| HATCH CORPORATION | 20.92 | HR | 0760057452 | | 2,420.73 |
| HATCH CORPORATION | 18.92 | HR | 0760057452 | | 3,040.51 |
| HATCH CORPORATION | 0.42 | HR | 0760057447 | | 48.07 |



Law Department - General Claims

10229 - 127 Avenue
EDMONTON AB T5E 0B9



CLAIM BILL

| | |
|----------------------|------------------|
| Invoice Number | 850114525 |
| Page | 6 of 8 |
| Invoice Date (Y/M/D) | 2022/03/01 |

| DETAILS - CURRENT CHARGES | QTY | UM | Emp. No. / Material No. | Rate | Amount (CAD Funds) |
|-------------------------------------|------------|--------|----------------------------|------|-----------------------|
| Outsourced Services (Cont'd) | | | | | |
| HATCH CORPORATION | 0760057447 | 0.55 | HR | | 48.66 |
| HATCH CORPORATION | 0760057447 | 14.4 | HR | | 2,314.25 |
| HATCH CORPORATION | 0760057447 | 59.76 | EA | | 64.03 |
| HATCH CORPORATION | 0760057447 | 4.85 | HR | | 778.83 |
| HATCH CORPORATION | 0760057447 | 0.28 | HR | | 44.51 |
| HATCH CORPORATION | 0760057447 | 0.09 | HR | | 9.11 |
| HATCH CORPORATION | 0760057447 | 10.94 | HR | | 1,265.72 |
| HATCH CORPORATION | 0760057447 | 34.38 | KM | | 20.99 |
| SOUTHWEST BOOM SERVICES INC. | 0290049336 | | | | 1,944.77 |
| PNR RAILWORKS INC | 0760044797 | 6 | HR | | 378.22 |
| PNR RAILWORKS INC | 0760044797 | 6 | HR | | 74.90 |
| PNR RAILWORKS INC | 0760044797 | 8.25 | HR | | 680.58 |
| PNR RAILWORKS INC | 0760044797 | 6 | HR | | 422.71 |
| PNR RAILWORKS INC | 0760044797 | 8.25 | HR | | 218.96 |
| PNR RAILWORKS INC | 0760044797 | 8.25 | HR | | 218.96 |
| PNR RAILWORKS INC | 0760044797 | 2.25 | HR | | 217.17 |
| PNR RAILWORKS INC | 0760044797 | 6 | HR | | 411.78 |
| PNR RAILWORKS INC | 0760044797 | 1.13 | HR | | 108.59 |
| PNR RAILWORKS INC | 0760044797 | 6 | HR | | 422.71 |
| PNR RAILWORKS INC | 0760044797 | 8.25 | HR | | 102.98 |
| PNR RAILWORKS INC | 0760044797 | 6 | HR | | 351.47 |
| PNR RAILWORKS INC | 0760044797 | 1.13 | HR | | 90.28 |
| PNR RAILWORKS INC | 0760044797 | 7.13 | HR | | 189.11 |
| PNR RAILWORKS INC | 0760044797 | 8.25 | HR | | 154.52 |
| PNR RAILWORKS INC | 0760044797 | 6 | HR | | 422.71 |
| PNR RAILWORKS INC | 0760044797 | 3 | HR | | 56.19 |
| PNR RAILWORKS INC | 0760044797 | 3 | HR | | 316.21 |
| PNR RAILWORKS INC | 0760044797 | 2.25 | HR | | 211.56 |
| PNR RAILWORKS INC | 0760044797 | 8.25 | HR | | 1,572.70 |
| PNR RAILWORKS INC | 0760044797 | 2.25 | HR | | 194.32 |
| PNR RAILWORKS INC | 0760044797 | 6 | HR | | 351.47 |
| PNR RAILWORKS INC | 0760044797 | 2.25 | HR | | 206.93 |
| PNR RAILWORKS INC | 0760044797 | 8.25 | HR | | 275.89 |
| PNR RAILWORKS INC | 0760044768 | 2.5 | HR | | 200.64 |
| PNR RAILWORKS INC | 0760044768 | 3.5 | HR | | 337.82 |
| PNR RAILWORKS INC | 0760044768 | 8 | HR | | 504.29 |
| PNR RAILWORKS INC | 0760044768 | 2.5 | HR | | 215.91 |
| PNR RAILWORKS INC | 0760044768 | 8 | HR | | 843.23 |
| PNR RAILWORKS INC | 0760044768 | 3.5 | HR | | 302.27 |
| PNR RAILWORKS INC | 0760044768 | 6 | HR | | 74.90 |
| PNR RAILWORKS INC | 0760044768 | 10.5 | HR | | 196.66 |
| PNR RAILWORKS INC | 0760044768 | 8 | HR | | 563.61 |
| PNR RAILWORKS INC | 0760044768 | 11.5 | HR | | 384.58 |
| PNR RAILWORKS INC | 0760044768 | 8 | HR | | 563.61 |
| PNR RAILWORKS INC | 0760044768 | 11.5 | HR | | 128.15 |
| PNR RAILWORKS INC | 0760044768 | 10.5 | HR | | 175.63 |
| PNR RAILWORKS INC | 0760044768 | 8 | HR | | 468.63 |
| PNR RAILWORKS INC | 0760044768 | 8 | HR | | 504.29 |
| PNR RAILWORKS INC | 0760044768 | 8 | HR | | 468.63 |
| PNR RAILWORKS INC | 0760044768 | 2.5 | HR | | 200.64 |
| PNR RAILWORKS INC | 0760044768 | 2.5 | HR | | 241.30 |
| PNR RAILWORKS INC | 0760044768 | 10.5 | HR | | 807.70 |
| PNR RAILWORKS INC | 0760044768 | 10.5 | HR | | 117.01 |
| PNR RAILWORKS INC | 0760044768 | 11.5 | HR | | 215.39 |
| PNR RAILWORKS INC | 0760044768 | 10.5 | HR | | 117.01 |
| PNR RAILWORKS INC | 0760044758 | 2.13 | HR | | 23.78 |
| PNR RAILWORKS INC | 0760044758 | 1.07 | HR | | 13.32 |
| PNR RAILWORKS INC | 0760044758 | 237.63 | EA | | 274.99 |
| PNR RAILWORKS INC | 0760044758 | 2.13 | HR | | 124.98 |



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CLAIM BILL

Invoice Number **850114525**

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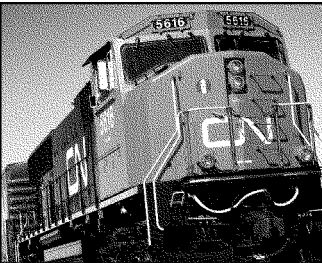
Invoice Date (Y/M/D) 2022/03/01

| DETAILS - CURRENT CHARGES | QTY | UM | Emp. No. / Material No. | Rate | Amount (CAD Funds) |
|-------------------------------------|------------|------|----------------------------|------|-----------------------|
| Outsourced Services (Cont'd) | | | | | |
| PNR RAILWORKS INC | 0760044758 | 2.13 | HR | | 124.98 |
| PNR RAILWORKS INC | 0760044758 | 2.13 | HR | | 134.49 |
| PNR RAILWORKS INC | 0760044758 | 2.13 | HR | | 56.63 |
| PNR RAILWORKS INC | 0760044758 | 2.13 | HR | | 23.78 |
| PNR RAILWORKS INC | 0760044758 | 2.13 | HR | | 150.31 |
| PNR RAILWORKS INC | 0760044758 | 2.13 | HR | | 39.97 |
| PNR RAILWORKS INC | 0760044758 | 2.13 | HR | | 150.31 |
| PNR RAILWORKS INC | 0760044758 | 1.07 | HR | | 112.44 |
| PNR RAILWORKS INC | 0760044758 | 2.13 | HR | | 39.97 |
| SOUTHWEST BOOM SERVICES INC. | 0290042271 | | | | 9,723.86 |
| G S VENTURES LTD | 0760035671 | 1.5 | HR | | 180.01 |
| G S VENTURES LTD | 0760035671 | 1 | EA | | 152.15 |
| G S VENTURES LTD | 0760035671 | 10 | HR | | 353.60 |
| G S VENTURES LTD | 0760035671 | 10 | HR | | 1,210.80 |
| G S VENTURES LTD | 0760035671 | 1.5 | HR | | 53.04 |
| CASATECH CONSTRUCTION LIMITED | 0760035655 | 10 | HR | | 382.08 |
| CASATECH CONSTRUCTION LIMITED | 0760035655 | 10 | HR | | 1,122.37 |
| CASATECH CONSTRUCTION LIMITED | 0760035655 | 2 | EA | | 288.02 |
| CASATECH CONSTRUCTION LIMITED | 0760035655 | 10 | HR | | 1,282.59 |
| G S VENTURES LTD | 0760035629 | 10 | HR | | 353.60 |
| G S VENTURES LTD | 0760035629 | 1 | EA | | 152.15 |
| G S VENTURES LTD | 0760035629 | 10 | HR | | 1,210.80 |
| G S VENTURES LTD | 0760035628 | 10 | HR | | 353.60 |
| G S VENTURES LTD | 0760035628 | 10 | HR | | 1,210.80 |
| G S VENTURES LTD | 0760035628 | 1 | EA | | 152.15 |
| G S VENTURES LTD | 0760035627 | 10 | HR | | 1,210.80 |
| G S VENTURES LTD | 0760035627 | 10 | HR | | 353.60 |
| G S VENTURES LTD | 0760035627 | 1 | EA | | 152.15 |
| G S VENTURES LTD | 0760035626 | 10 | HR | | 1,210.80 |
| G S VENTURES LTD | 0760035626 | 1 | EA | | 152.15 |
| G S VENTURES LTD | 0760035626 | 10 | HR | | 353.60 |
| G S VENTURES LTD | 0760035625 | 10 | HR | | 1,210.80 |
| G S VENTURES LTD | 0760035625 | 10 | HR | | 353.60 |
| G S VENTURES LTD | 0760035625 | 1 | EA | | 152.15 |
| G S VENTURES LTD | 0760035623 | 10 | HR | | 353.60 |
| G S VENTURES LTD | 0760035623 | 1 | EA | | 152.15 |
| G S VENTURES LTD | 0760035623 | 10 | HR | | 1,210.80 |
| G S VENTURES LTD | 0760035621 | 11 | HR | | 388.95 |
| G S VENTURES LTD | 0760035621 | 1.5 | HR | | 53.04 |
| G S VENTURES LTD | 0760035621 | 1 | EA | | 152.15 |
| G S VENTURES LTD | 0760035621 | 1.5 | HR | | 180.01 |
| G S VENTURES LTD | 0760035621 | 11 | HR | | 1,331.87 |
| PNR RAILWORKS INC | 0760029511 | 0.5 | HR | | 31.52 |
| PNR RAILWORKS INC | 0760029511 | 0.5 | HR | | 29.29 |
| PNR RAILWORKS INC | 0760029511 | 0.5 | HR | | 31.52 |
| PNR RAILWORKS INC | 0760029511 | 2 | HR | | 37.46 |
| PNR RAILWORKS INC | 0760029511 | 2 | HR | | 24.97 |
| PNR RAILWORKS INC | 0760029511 | 3 | HR | | 247.48 |
| PNR RAILWORKS INC | 0760029511 | 2 | HR | | 172.73 |
| PNR RAILWORKS INC | 0760029511 | 0.5 | HR | | 29.29 |
| PNR RAILWORKS INC | 0760029511 | 0.5 | HR | | 29.29 |
| PNR RAILWORKS INC | 0760029511 | 1 | HR | | 101.94 |
| PNR RAILWORKS INC | 0760029511 | 2 | HR | | 22.29 |
| PNR RAILWORKS INC | 0760029511 | 1 | HR | | 101.94 |
| PNR RAILWORKS INC | 0760029511 | 0.5 | HR | | 35.23 |
| PNR RAILWORKS INC | 0760029511 | 2 | HR | | 172.73 |



Law Department - General Claims

10229 - 127 Avenue
EDMONTON AB T5E 0B9



CLAIM BILL

Invoice Number **850114525**
Page 8 of 8
Invoice Date (Y/M/D) 2022/03/01

| DETAILS - CURRENT CHARGES | QTY | UM | Emp. No. / Material No. | Rate | Amount (CAD Funds) |
|---------------------------|-----|----|----------------------------|------|-----------------------|
|---------------------------|-----|----|----------------------------|------|-----------------------|

Outsourced Services (Cont'd)

| | | | | | |
|-------------------------------|------------|-------|-----|--|------------|
| PNR RAILWORKS INC | 0760029511 | 1 | HR | | 109.70 |
| PNR RAILWORKS INC | 0760029511 | 1 | HR | | 80.26 |
| PNR RAILWORKS INC | 0760029511 | 3 | HR | | 571.89 |
| PNR RAILWORKS INC | 0760029511 | 1 | HR | | 96.52 |
| PNR RAILWORKS INC | 0760029511 | 1 | HR | | 109.70 |
| PNR RAILWORKS INC | 0760029511 | 1 | HR | | 80.26 |
| PNR RAILWORKS INC | 0760029511 | 1 | HR | | 80.26 |
| PNR RAILWORKS INC | 0760029511 | 1 | HR | | 101.94 |
| PNR RAILWORKS INC | 0760029511 | 1 | HR | | 122.53 |
| TYBO CONTRACTING LTD. | IA-1066769 | 1 | DAY | | 11.86 |
| TYBO CONTRACTING LTD. | IA-1066769 | 1.293 | DAY | | 7,302.38 |
| TYBO CONTRACTING LTD. | IA-1066769 | 1 | EA | | 5.85- |
| TYBO CONTRACTING LTD. | IA-1066769 | 6 | EA | | 3,396.18 |
| TYBO CONTRACTING LTD. | IA-1066769 | 6 | EA | | 20,377.08 |
| TYBO CONTRACTING LTD. | IA-1066769 | 7 | DAY | | 63,395.36 |
| TYBO CONTRACTING LTD. 9006(a) | IA-1066769 | 1.292 | DAY | | 7,313.11 |
| TYBO CONTRACTING LTD. | IA-1066769 | 0.5 | EA | | 227,827.08 |
| TYBO CONTRACTING LTD. 9001 | IA-1066769 | 0.253 | EA | | 2,864.11 |
| TYBO CONTRACTING LTD. | IA-1066769 | 10 | EA | | 5,732.53 |
| TYBO CONTRACTING LTD. | IA-1066769 | 1 | EA | | 5,386.28 |
| TYBO CONTRACTING LTD. | IA-1066769 | 6 | EA | | 20,637.09 |
| TYBO CONTRACTING LTD. | IA-1066769 | 27 | DAY | | 247,645.08 |
| TYBO CONTRACTING LTD. | IA-1066769 | 29 | DAY | | 265,989.16 |
| TYBO CONTRACTING LTD. | IA-1066769 | 0.343 | EA | | 786.50 |
| TYBO CONTRACTING LTD. | IA-1066769 | 0.789 | EA | | 27,137.77 |
| TYBO CONTRACTING LTD. 9004 | IA-1066769 | 6.19 | EA | | 56,774.93 |
| TYBO CONTRACTING LTD. | IA-1066769 | 0.5 | EA | | 230,734.13 |
| TYBO CONTRACTING LTD. | IA-1066769 | 0.741 | EA | | 29,309.83 |
| TYBO CONTRACTING LTD. | IA-1066769 | 0.228 | EA | | 2,614.03 |

| | | | | | |
|----------------------------------|--|-----------|--|--|--------------|
| TOTAL OUTSOURCED SERVICES | | 2,431.639 | | | 1,319,310.73 |
|----------------------------------|--|-----------|--|--|--------------|

| | | | | | |
|----------------------|--|--|--|--|---------------------|
| Total | | | | | 1,383,611.91 |
| Your portion 100.00% | | | | | 1,383,611.91 |
| Amount Due | | | | | 1,383,611.91 |

Tab 2

Court File No.: CV-22-00687383-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE RECEIVERSHIP OF
2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.

B E T W E E N :

PRICEWATERHOUSECOOPERS INC.
(solely in its capacity as court-appointed receiver and manager of Bridging Finance Inc. and
certain related entities and investment funds)

Applicant

- and -

2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.

Respondent

**AFFIDAVIT OF RYAN WIEBE
(Sworn September 28, 2023)**

I, Ryan Wiebe, of the City of Terrace, in the Province of British Columbia, MAKE OATH
AND SAY:

1. I am the Signals and Communications Construction Manager for the Mountain Region of the Canadian National Railway Company (“CN”), a position I have held since January 2021. In that capacity, I am responsible for overseeing the construction of CN’s signals and communications infrastructure in British Columbia (and at the time of the events described below, Alberta as well). As such, I have personal knowledge of the matters to which I hereinafter depose. Where I have relied on information from others, I have identified the source of my information and believe it to be true.

2. This affidavit is sworn in response to a motion by KSV Restructuring Inc., receiver for the bankrupt 2806401 Ontario Inc. o/a Allied Track Services Inc. (“**Allied**”), seeking \$2,501,722.15 from CN “without set-off or compensation.”

3. In preparing this affidavit, I have reviewed the affidavits of Marco Levesque and Darcy Nazar, each sworn September 28, 2023. I agree with the content of those affidavits, to the extent they describe matters in which I was involved. Any capitalized terms not defined in this affidavit have the meanings ascribed to them in the Affidavit of Marco Levesque.

A. Role on the Ashcroft Project

4. In or about June of 2021, a predecessor entity to Allied entered into a Statement of Work (“**SOW**”) with CN to “replace and upgrade existing signals and communications infrastructure on the Ashcroft Subdivision” of CN’s rail network (the “**Ashcroft Project**”). The Ashcroft Project consisted of ten “Services” set out in the SOW, as explained in greater detail in the Affidavit of Marco Levesque. The Services for the Ashcroft Project mostly related to installing new signals and cabling; for instance, Service #6 required Allied to “Install 6 x 6 IXS controlling bungalow, signals, and cabling.”

5. I was CN’s construction manager on the Ashcroft Project from start to finish. One of my responsibilities was to gauge whether Allied was completing its work according to the scope set out in the Ashcroft Project SOW.

B. Incomplete Services on the Ashcroft Project

6. Working with Allied was a frustrating experience. They often failed to perform work to scope. A lot of discussion and realignment was needed. Sometimes, I had to call up CN crews to

do parts of the work Allied was supposed to do. However, in most cases I felt that the amount of work Allied had done on a Service was enough to justify paying their invoice.

7. In one instance though – for Service #10 – Allied clearly failed to complete its work. In that case, Allied was supposed to “Plow 7200v power cable” between Mile 49.36 and Mile 59.11 of the Ashcroft subdivision. “Plowing” cable means digging it into the ground.

| | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 10 | <p>Mile 49.36 main service to Mile 59.11 – Plow 7200v power cable</p> <ul style="list-style-type: none"> • Plow 7200v cable • Tie into all location listed above; Mile 51.18, 51.63, 53.03, 54.2, 55.37, 56.55, 57.03, 57.47, 57.73, 59.11 • Install all related JU5 pedestals and cable marker posts • Install transformer foundations and main service pad with generator • Install all bridge troughing total length equaling 248 ft • Install tunnel hangers or troughing in 2 tunnels length 2300 ft | \$ 632,424.52 |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|

8. To properly plow the 7200 volt cable, Allied had to dig it down to a sufficient depth to enable high voltage electricity to run through it safely. If the cable were dug too shallow, it could be exposed by erosion or by other factors, and could pose a serious risk to anyone nearby. The Canadian Electrical Code specifies that cables over 750 volts being used in vehicular areas, which would include the 7200 volt cables on the Ashcroft Project, must be dug to at least a metre in depth. An excerpted copy of the Code is attached as **Exhibit “A”**. CN expects its contractors to dig cables to an appropriate and safe depth, and in accordance with the Canadian Electrical Code.

9. Allied began its work on Service #10 in or about September 2021, and reported that it was about 90% done in or about December of 2021.

10. I planned to contract with another company, Highland Power Ltd., to install transformers and energize the cable, once Allied had finished plowing it.

11. In or about April of 2022, my direct-report Nick Witkowskyi, at the time a Signals and Communication Supervisor at CN, Tom McIntosh (an employee of Allied), and others performed a walk-around of the Ashcroft Project to gauge Allied's progress on Service #10. Nick reported to me a number of problems that he saw with Allied's work. I listed the problems Nick reported to me in an email I sent to Tom and other Allied employees on April 25, 2022. Attached as **Exhibit "B"** is a copy of that email. Tom responded to my email, contesting some of the problems and promising to fix others. Attached as **Exhibit "C"** is a copy of Tom's response.

12. In or about August of 2022, Mr. Witkowskyi, Tom McIntosh, members of my team, and I performed a walk-around of the Ashcroft Project to gauge Allied's progress on Service #10. I saw a number of problems and was not satisfied with Allied's work. I asked Mr. Witkowskyi to write down a list of the problems we observed during the walk-around, which is attached as **Exhibit "D."** Mr. Witkowskyi's email to me attaching the list is attached as **Exhibit "E."**

13. Of course, on these walk-arounds we were only able to observe the work Allied had done above ground. In the email I sent to Allied after the April walk-around, at Exhibit B, I wrote: "What worries me is that this is what we can see above ground and thought to be acceptable by Allied, yet not knowing what's underground that we can't see."

14. My concern about the work Allied had done led me to ask Highland Power Ltd. to attend on site in or about November and December of 2022 and January of 2023, and do "cable locating" to verify that Allied had dug the cable to a safe depth.

15. Highland informed me that the cable Allied had installed was not dug to a safe depth. Attached as **Exhibit "F"** and excerpted below is a copy of a summary report Highland provided to me in early 2023 showing a list of deficiencies that Highland had detected, along with some of

the remedial actions Highland had taken (in the column marked “Action completed”). Most of these deficiencies relate to the cable being too “shallow” at various mile markers.

| Summary Report Mile 43-58 Ashcroft Sub. | | |
|-----------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Mile Marker | Deficiency | Action completed |
| 43-45 | Locates still to complete. | |
| 46.25-47.1 | shallow | added material for increase depth. |
| 47.55-47.8 | Shallow | dig down to appropriate depth |
| 47.01-47.25 | Shallow | dig down to appropriate depth |
| 48.05-48.5 | shallow (big bend area) | |
| 49.8-50.4 | shallow | dig down and add material |
| 50.9-51.4 | cable within 30" of tie but deep enough | |
| 46 | Bridge not bonded or pipe | added bonding and pipe to half of bridge. Due to cold remainder still needed. |
| 50.4-55 | no signs | installed post. |
| 53.65 | shallow 26" | |
| 58.6 | no signs at crossing | installed sign post. Signs?? |
| 47.2 | no bridge bonding or pipe | installed bonding and pipe. |
| 47.8 | No orange split pipe or bonding | installed. |
| 42 | No sign installed | installed. |
| 59.1 | no sign installed | installed. |
| 46.85 | shallow | dig down to appropriate depth |
| 49.7 | no sign | add sign as per greg so no one takes pile of balast covering cable. |
| 48.1-49.1 | shallow and secondary exposed | dig down and cover exposed secondary. Secondary should still be deeper but due to frost, could no |
| 49.5-49.6 | shallow | Gord recommend to relocate. |
| 49.65 | shallow 19-24" | Gord recommend to relocate as he believes its good now. |
| 54.8 | 16" shallow | |
| 54.15 | 250 ft of 18-20" shallow. | |
| 54.21-55.37 | Test hole at 54.2 and 54.9 shallow spots 17-24" | |
| 55.5-56 | shallow | |
| 57.4 | shallow | |
| 57.7 | shallow 23" | |
| 55 | 100 ft at each end of bridge shallow. No pipe or bonding | |
| Tunnels | no tunnels were touched by HPL. | |

16. Attached as **Exhibit “G”** is a formal report prepared by Highland, showing the basis for its assessment (the “**Highland Report**”). The Highland Report includes pictures of Highland first using depth locating devices to check the depth of cables, and then digging test holes to verify that depth. The Highland Report shows that the cable Allied installed was, in many cases, only a foot or two underground. These photographs from page 48/102 of the report, taken “just east of [the] mile 50 sign” on the Ashcroft Project, show cable that is a mere nine inches underground.

Appendix



Photo 1



Photo 2



Photo 3



Photo 4

17. Because of these deficiencies, Highland was not able to energize the cable Allied had installed. It would have been unsafe to do so.

18. The deficiencies outlined above needed to be fixed. However, by the time Highland made its assessment of Allied's dig-downs, Allied had already gone bankrupt.

19. Allied could not complete the work on Service #10, so CN was forced to issue a remedial SOW to another contractor, Oakpark Powerline Services Ltd., to complete the work Allied was supposed to have done (the "**Oakpark SOW**"). A copy of the Oakpark SOW is attached as **Exhibit "H"**.

20. The Oakpark SOW requires Oakpark to do substantially the same dig-down work Allied was meant to do for Service #10, for essentially the same area (Miles 48 to 60 for the Oakpark SOW as opposed to Miles 49.36 to Mile 59.11 for Allied's Ashcroft SOW). Among the work Oakpark is required to do is to "Dig down existing Concentric cable between MP 48 and MP 60" (emphasis added). That "existing" cable is the cable Allied installed deficiently.

21. Schedule 1 to the Oakpark SOW, excerpted below, also specifies the deficiencies Oakpark is required to fix according to the mile marker where they appeared; many of those are the same deficiencies that Highland identified in its summary report excerpted above and at Exhibit "F".

Schedule 1: Summary Report

| Summary Report Mile 43-58 Ashcroft Sub. | | | |
|-----------------------------------------|---------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mile Marker | Distance | Deficiency | Action needed |
| 43.13-45 | | Test hole and locate | Dig 5 Test holes & confirm difference between locator and actual depth |
| 45.8 bridge | 847' | Bonding | Each 10 section needs a mechanical bonding which does not require pin brazing only installing copper bond in behind nut and bolt that connects the sections |
| 49.5-49.6 | 2/10 of mile | shallow | Dig down |
| 49.65 | 1/10 of mile | Shallow | Dig down |
| 53.65 | 2/10 of mile | Shallow | Dig Down |
| 54.8 | 1.22 miles | Shallow | Dig Down , Track dig down included. From 54.15 tunnel to 55.37 transformer. Shallow west end of bridge 40' 17-24" At 55.0 there's a 100' section shallow 24-17" Sluff zone 55.15 cable located 22" At 55.37 transformer cable depth reading 22" across front of bungalow |
| 54.15 | 1/10 of mile | Shallow | Dig down |
| 54.21-55.37 | 1/10 of mile | Shallow | Dig Down |
| MP 54.96 Bridge | 248' | Split pipe and Bonding | Needs split pipe and each 10 section needs a mechanical bonding which does not require pin brazing only installing copper bond in behind nut and bolt that connects the sections |
| 55.5-56 | 5/10 of mile | shallow | Dig Down |
| 57.4 | 1/10 of mile | shallow | Dig Down |
| 57.7 | 1/10 of mile | Shallow | Dig Down |
| 57.7 - 59.11 | | Test hole and locate | Dig 5 Test holes & confirm difference between locator and actual depth |
| Total Dig downs | 2.6 miles | | |
| Cable locates and Test hole | 10 total test holes | | |

22. Basically, Allied did not complete Service #10 to scope, and as a result, CN was forced to issue the Oakpark SOW to repair and complete the same work.

23. The Oakpark SOW specifies that Oakpark is to be paid \$467,259. That is a significant additional expense for CN; it is almost three-quarters the cost Allied charged for Service #10 in the first place.

24. Furthermore, Allied's deficient work on Service #10 precluded Highland from energizing the cables. The delayed energizing of the cables set the entire Ashcroft Project back months. The Oakpark SOW states that their work is only to begin in July of 2023, and indeed, the work on Service #10 is *still* not complete as of the date of this affidavit.

25. Allied has an outstanding invoice for \$298,829.34 for work on Service #10. I have not paid this invoice because Allied's work on Service #10 was not completed to CN's satisfaction or at all.

C. Holdback for Service #10 for the Ashcroft Project

26. I agree with the contents of paragraph 15 in the Affidavit of Marco Levesque, where he states that "Each SOW contains a 'holdback' clause that entitles CN to withhold up to 10%-15% of any amount invoiced by Allied for completing a Service until all Services for the project are complete 'in full to the satisfaction of CN,'" and at paragraph 20, where he states that the amount of the holdback for the Ashcroft Project is \$117,128.76.

27. It is clear that Service #10 has not been completed to CN's satisfaction or at all, and therefore I have declined to release Allied's holdback for the Ashcroft Project. This holdback totals \$117,128.76, which is a fraction of the amount CN has been required to pay to remedy Allied's deficient work.

D. New Westminster Claim

28. I was also the construction manager on the New Westminster Project from start to finish. The New Westminster Project was a project to replace and upgrade existing signals and communication infrastructure between Mile 143.5 to Mile 151.80 on the New Westminster

Subdivision of CN's rail network. The work involved boring tunnels for cable and PVC conduit under various parts of the CN track.

29. I recall that Allied subcontracted with a drilling company called Directional Mining and Drilling Ltd. ("**DMD**") to complete part of the boring work in or about February of 2021. Allied was required to bore some PVC conduit underneath CN's tracks in the city of Burnaby, and I recall that DMD did this boring work for Allied.

30. In or about April of 2021, a sinkhole appeared under a part of CN's track on the New Westminster Subdivision. The sinkhole appeared exactly, or almost exactly, where Allied and DMD had been drilling PVC conduit in or about February.

SWORN by video conference by RYAN WIEBE, of the City of Terrace in the Province of British Columbia, who, at the time of the declaration, was located in the City of Terrace in the Province of British Columbia, before me in the City of Toronto in the Province of Ontario, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.


 Commissioner for Taking Affidavits

Gregory Ringkamp LSO#: 83479R


 Ryan Wiebe

PRICEWATERHOUSECOOPERS INC.

and

2806401 ONTARIO INC. O/A ALLIED
TRACK SERVICES INC.

Court File No: CV-22-00687383-00CL

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AFFIDAVIT OF RYAN WIEBE
(Sworn September 23, 2023)

McCarthy Tétrault LLP

Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6
Fax: 416-868-0673

Junior Sirivar LS#: 47939H

Email: jsirivar@mccarthy.ca
Tel: 416-601-7750

Gregory Ringkamp LS#: 83479R

Email: gringkamp@mccarthy.ca
Tel: 416-601-7817

Lawyers for Canadian National Railway
Company

This is Exhibit "A" referred to in the Affidavit of Ryan Wiebe sworn by Ryan Wiebe of the City of Terrace, in the British Columbia, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

Section 12 — Wiring methods

Scope

12-000 Scope (see Appendix B)

- 1) The provisions of Section 12 apply to all wiring installations operating at 750 V or less, except for
 - a) Class 2 circuits unless otherwise specified in Rules 12-2300 to 12-2320 and Section 16;
 - b) community antenna distribution and radio and television circuits unless otherwise specified in Section 54;
 - c) optical fiber cables unless otherwise specified in Section 56;
 - d) communication circuit conductors unless otherwise specified in Section 60; and
 - e) conductors that form an integral part of factory-built equipment.
- 2) The provisions of this Section apply also to installations operating at voltages in excess of 750 V, except as modified by the requirements of Section 36. *

General requirements

12-010 Wiring in ducts and plenum chambers

- 1) No electrical equipment of any type, unless marked for the purpose, shall be installed in ducts used to transport dust, loose stock, or flammable vapours.
- 2) No electrical equipment, unless marked for the purpose, shall be installed
 - a) in any duct used for vapour removal or for ventilation of commercial-type cooking equipment; or
 - b) in any shaft that is required by regulation to contain only such ducts.
- 3) Where cables are installed in ducts, plenums, or hollow spaces that are used to transport or move air as part of an environmental air system or in a duct or plenum chamber to connect to an integral fan system, the cables shall be in accordance with the requirements of Rules 2-130 and 12-100.
- 4) Notwithstanding Subrule 3), where a plenum or hollow space is created by a suspended ceiling having lay-in panels or tiles, flexible cord not exceeding 3 m in length and terminated with an attachment plug shall be permitted to supply pole-type multi-outlet assemblies, provided that the flexible cord is listed in Table 11 for hard usage and the supply voltage does not exceed 300 V.
- Δ 5) Where a furnace cold-air return duct is formed by boxing in between joists, wiring methods specified in this Section for use in the particular location shall be in accordance with Rules 2-130 and 2-132.

12-012 Underground installations (see Appendix B)

- 1) Direct buried cables or raceways shall be installed to meet the minimum cover requirements of Table 53.
- 2) The minimum cover requirements shall be permitted to be reduced by 150 mm where mechanical protection is placed in the trench over the underground installation.
- 3) Mechanical protection shall consist of one of the following and, when in flat form, shall be wide enough to extend at least 50 mm beyond the cables or raceways on each side:
 - a) treated planking at least 38 mm thick;
 - b) poured concrete at least 50 mm thick;
 - c) concrete slabs at least 50 mm thick;
 - d) concrete encasement at least 50 mm thick; or
 - e) other suitable material.
- 4) Direct buried cables shall be installed so that they run adjacent to each other and do not cross over each other and with a layer of screened sand with a maximum particle size of 4.75 mm or screened earth at least 75 mm deep both above and below the conductors.

- 5) Where cables rise for terminations or splices or where access is otherwise required, they shall be protected from mechanical damage by location or by rigid conduit terminated vertically in the trench and including a bushing or bell end fitting, or other acceptable protection, at the bottom end from 300 mm above the bottom of the trench to at least 2 m above finished grade, and beyond that as may be required by other Rules of the Code, and with sufficient slack provided in the cables at the bottom end of the conduit so that the cables enter the conduit from a vertical position.
- 6) Where a deviation has been allowed in accordance with Rule 2-030, cables buried directly in earth shall be permitted to be spliced or tapped in trenches without the use of splice boxes.
- 7) Raceways or cables, if located in rock, shall be permitted to be installed at a lesser depth entrenched into the rock in a trench not less than 150 mm deep and grouted with concrete to the level of the rock surface.
- 8) Raceways and armoured or metal-sheathed cables suitable for direct burial shall be permitted to be installed directly beneath a concrete slab at grade level, provided that the concrete slab is not less than a nominal 100 mm in thickness, the location and depth of the underground installation is marked in a conspicuous, legible, and permanent manner, and the raceway or cable is not subject to damage during or after installation.
- 9) Any form of mechanical protection that may adversely affect the cable shall not be used.
- 10) Backfill containing large rocks, paving materials, cinders, large or sharply angular substances, or corrosive material shall not be placed in an excavation where such materials may damage cables, raceways, or other substructures, prevent adequate compaction of fill, or contribute to corrosion of cables, raceways, or other substructures.
- 11) The initial installation shall be provided with a suitable marking tape buried approximately halfway between the installation and grade level, or adequate marking in a conspicuous location to indicate the location and depth of the underground installation.
- 12) Where underground raceways or cables are subject to movement by settlement or frost, provision shall be made for the prevention of damage to the conductors, conductor insulation, or the electrical equipment.
- 13) For installations not covered by the foregoing requirements of this Rule, the requirements of CSA C22.3 No. 7, or the applicable Standard, whichever is more stringent, shall apply.

12-014 Conductors in hoistways

- 1) Where a deviation has been allowed in accordance with Rule 2-030, and where conductors other than those used to furnish energy to the elevator or dumbwaiter are installed in hoistways, they shall be mineral-insulated cable, aluminum-sheathed cable, copper-sheathed cable, or armoured cable or be run in rigid metal conduit, flexible metal conduit, or electrical metallic tubing.
- 2) The cable, conduit, or tubing referred to in Subrule 1) shall be
 - a) securely fastened to the hoistway construction; and
 - b) arranged so that terminal, outlet, or junction boxes open outside the hoistway, except that pull boxes shall be permitted to be installed in long runs for the purpose of supporting or pulling in conductors.

12-016 Lightning down conductors

Where lightning down conductors are installed, electrical wiring shall, where practicable, be kept at least 2 m from such conductors, except where bonding is provided in accordance with Rule 10-104.

12-018 Entry of raceways and cables into buildings

Holes in outer walls or roofs of buildings through which raceways or cables pass shall be filled to prevent infiltration of moisture.

Table 52
Tolerable touch and step voltages
 (See Rules 36-304, 36-306, 36-308, 36-310, and 36-312.)

| Type of ground | Soil resistivity (infinite depth), $\Omega \cdot m$ | Fault duration, 0.5 s | | Fault duration, 1.0 s | |
|--------------------------------------------------------------------|-----------------------------------------------------|-----------------------|------------------|-----------------------|------------------|
| | | Step voltage, V | Touch voltage, V | Step voltage, V | Touch voltage, V |
| Wet organic soil | 10 | 174 | 167 | 123 | 118 |
| Moist soil | 100 | 262 | 189 | 186 | 133 |
| 150 mm (3000 $\Omega \cdot m$) stone over moist soil | 100 | 2458 | 738 | 1738 | 522 |
| 100 mm (10 000 $\Omega \cdot m$) unbroken asphalt over moist soil | 100 | 6983 | 1869 | 4938 | 1321 |
| Bedrock | 10 000 | 10 007 | 2625 | 7076 | 1856 |

Notes:

- 1) The step and touch voltage values given in this Table are calculated in accordance with IEEE 80 for a body weight of 50 kg.
- 2) In a typical substation installation, the entire ground surface inside the station fence is covered with 150 mm crushed stone having a minimum tested resistivity of 3000 $\Omega \cdot m$ when wet.
- 3) Values shall not be interpolated in this Table for other soil resistivities, fault durations, or surface-layer treatments. IEEE 80 prescribes a methodology for such variations.

Table 53
Minimum cover requirements for direct buried cables or insulated conductors in raceways
 (See Rule 12-012.)

| Wiring method | Minimum cover, mm | | | |
|-------------------------------------------|---------------------|------------|-----------------|------------|
| | Non-vehicular areas | | Vehicular areas | |
| | 750 V or less | Over 750 V | 750 V or less | Over 750 V |
| Cable not having a metal sheath or armour | 600 | 750 | 900 | 1000 |
| Cable having a metal sheath or armour | 450 | 750 | 600 | 1000 |
| Raceway | 450 | 750 | 600 | 1000 |

Note: Minimum cover means the distance between the top surface of the conductor, cable, or raceway and the finished grade.

Table 54
This Table is now Diagram 4

This is Exhibit “B” referred to in the Affidavit of Ryan Wiebe sworn by Ryan Wiebe of the City of Terrace, in the British Columbia, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

From: Ryan Wiebe

Sent: Monday, April 25, 2022 9:22 AM

To: Tom McIntosh <tom.mcintosh@alliedtrack.ca>; Steve Patrick <steve.patrick@alliedtrack.ca>; Joe Persia <joe.persia@alliedtrack.ca>

Cc: Blair Hurrell <Blair.Hurrell@cn.ca>; Marco Piccirilli <Marco.Piccirilli@cn.ca>; Michael Wilson <michael.wilson12@cn.ca>; Greg Beeds <Greg.Beeds@cn.ca>

Subject: Ashcroft projects

Tom/Steve,

When can we expect crews to return to Ashcroft Siding to complete sites and deficiencies left behind? Ashcroft Siding expected to go in-service Mid May. I would expect a better quality than what is currently out there once complete. I will get you a site by site detailed list but deficiencies include but not limited too

- Multiple unlevel signal bases that were leveled using leveling nuts rather than installing level
- Wiring and eyes has been redone, standards were not met or unknown by personnel, entrance boards wired wrong with test straps below wire
- Cable chutes not properly sealed
- Wrong signal masts installed causing train delays and material taken from other projects (Seddall- Spences Bridge)
- Bungalow pads not complete, wrong or no material used
- T&M work for Tunnel brackets hacked up with cabling hanging out or still exposed at ends and 7200v cable wrapped in behind rock fence
- Material left throughout Right of way
- Excess cable, and garbage(cable striping) left at sites or put just over river bank
- Not enough fiber in JU5 which I also brought up on New West project last year
- Cable potheading not done correctly, scuffed cable sheathing above ground
- Extra cables ran when not needed
- Signal cable ran through signal mast rather than the hose to junction box which was installed, and cover plate to mouse proof signal mast thrown away.

What worries me is that this is what we can see above ground and thought to be acceptable by Allied, yet not knowing what's underground that we cant see. These deficiencies are not just at Ashcroft Siding project but also at Spences Bridge to Seddall CTC upgrade.

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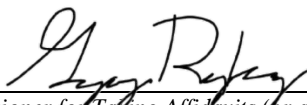
PERSIA
2017

♀





This is Exhibit "C" referred to in the Affidavit of Ryan Wiebe sworn by Ryan Wiebe of the City of Terrace, in the British Columbia, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

From: Ryan Wiebe
Sent: Saturday, April 30, 2022 9:28 PM
To: Steve Patrick <steve.patrick@alliedtrack.ca>; Tom McIntosh <tom.mcintosh@alliedtrack.ca>; Joe Persia <joe.persia@alliedtrack.ca>; Craig Berndt <craig.berndt@alliedtrack.ca>; Trent Aspeslet <Trent.Aspeslet@alliedtrack.ca>; Nick Witkowskyj <Nick.Witkowskyj@cn.ca>
Cc: Blair Hurrell <Blair.Hurrell@cn.ca>; Marco Piccirilli <Marco.Piccirilli@cn.ca>; Michael Wilson <michael.wilson12@cn.ca>; Greg Beeds <Greg.Beeds@cn.ca>
Subject: RE: Ashcroft projects

Answers in yellow, work with Nick to come up with a plan on everything

RYAN WIEBE | SIGNALS AND COMMUNICATIONS CONSTRUCTION MANAGER -  MOUNTAIN REGION | PHONE: 250-318-1123

From: Steve Patrick <steve.patrick@alliedtrack.ca>
Sent: Saturday, April 30, 2022 10:45 AM
To: Ryan Wiebe <Ryan.Wiebe@cn.ca>; Tom McIntosh <tom.mcintosh@alliedtrack.ca>; Joe Persia <joe.persia@alliedtrack.ca>; Craig Berndt <craig.berndt@alliedtrack.ca>; Trent Aspeslet <Trent.Aspeslet@alliedtrack.ca>
Cc: Blair Hurrell <Blair.Hurrell@cn.ca>; Marco Piccirilli <Marco.Piccirilli@cn.ca>; Michael Wilson <michael.wilson12@cn.ca>; Greg Beeds <Greg.Beeds@cn.ca>
Subject: RE: Ashcroft projects

CAUTION: This email originated from outside CN: DO NOT click links or open attachments unless you recognize the sender AND KNOW the content is safe.

AVERTISSEMENT : ce courriel provient d'une source externe au CN : NE CLIQUEZ SUR AUCUN lien ou pièce jointe à moins de reconnaître l'expéditeur et d'av

Ryan,

After our conversation on Wednesday I sent our Supervisors a list of locations to assess. Please note that there wasn't always an exact mileage discussed so we may be looking in the wrong place and I may have misinterpreted the actual site condition you described. Anyhow, here's what they came up with (**in red**); my suggested actions **in blue**:

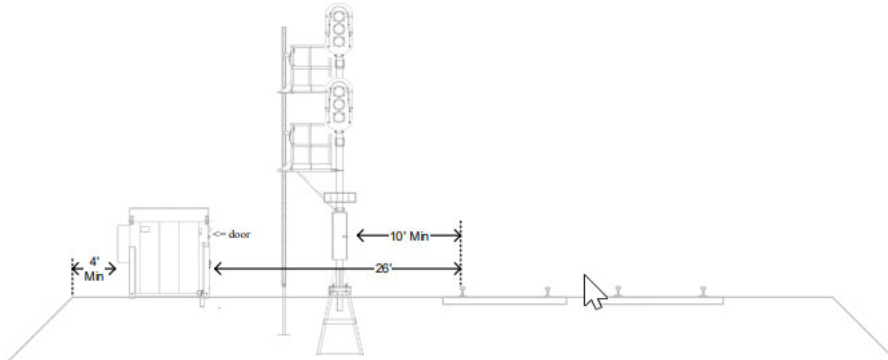
MP 49.30 – Ashcroft - Signal needs to be turned (ladder and junction box on wrong side) and propane tank installed.

We looked at the signals at old Ashcroft and new Ashcroft and did not see any issue with these...



Location and Clearance of Wayside Equipment

Figure 4 Location and Clearance of Wayside Signal Mast



*Note: The ladder may be installed field side or 90 degrees to the track depending on the configuration of the signal. Ladders must never be installed towards the tracks.

Allied will install the propane tank. CN, can we confirm the exact location of this, or any other signal that requires similar correction? Fix the signals they did not see issues with ASHCROFT WEST Sig 511 and Sig 511-1 signals must be spun around both junction box and ladder facing tracks currently

MP 53.03 – Cornwall - No pad built under the bungalow at Cornwall

I went and looked at Cornwall and there is a pad under and around the bungalow, signals, H fixture and Transformer pad

Look again material used has no drainage, these are supposed to be built with proper material not from whatever mixture is lying around near site, needs ballast or similar material not Black Canyon Dust

Allied will remediate any unkempt pads. CN can we confirm the exact location and work required? Cornwall!! The site they confirmed, the pad is not to CN standard needs to be fixed to CN standard!

MP 55.37 – 57.03 - Is there fibre plowed in?

YES this is done.

Allied completed this work previously.

MP 57.47 & MP 57.83 – Coho West & Basque East - Double dwarf masts with tri-color LED's.

We never got a definitive answer on how to proceed last year but we do have the material and will go install this starting Tuesday.

Allied will complete the work as indicated.

- Multiple unlevel signal bases that were leveled using leveling nuts rather than installing level – we looked at all the bases we could see and all have been level but we did not see all of them yet.. also the ones in question are they fixed? And what mileages are they?
CN – can we confirm exact mileages or locations? Could of this work may have been remediated already? They have been fixed already sites were at Spences Bridge project

- Wiring and eyes has been redone, standards were not met or unknown by personnel, entrance boards wired wrong with test straps below wire – we looked at the crossing gates at MP 50.40 and they need to be re done it looks like CP test straps were used we will address this 100% and look for any other sites that may have this Allied will remediate these locations. CN fixing as well
- Cable chutes not properly sealed – the chutes we looked at were all sealed but we will go through all sites again.. and double check
CN – can we confirm exact mileages or locations? Could of this work may have been remediated already? Nick to confirm locations as some have been fixed
- T&M work for Tunnel brackets hacked up with cabling hanging out or still exposed at ends and 7200v cable wrapped in behind rock fence – this was a known thing.. we now have a plan as to how and what material to use to fix the issue as per my meeting with Mike Wilson and Greg Beeds
Allied will complete the work this shift (provided track time is available). Fix tunnels May 11 work block in area 6 hrs available, Nick can assist with lining up
- Material left throughout Right of way – we will clean all trash up that was left by our personnel
Allied will complete this work.
- Excess cable, and garbage(cable striping) left at sites or put just over river bank - we will clean all trash up that was left by our personnel
- Allied will complete this work. Please note that some material has been added to the debris pile by Others; this is not exclusively Allied’s doing. I’m aware not all is Allied and never stated exclusively Allied, I’m bring to your attention what you did and handling others separately
- Not enough fiber in JU5 which I also brought up on New West project last year – not sure what happened here but the lengths look sufficient Not sufficient and has been reviewed before and brought to Allied attention Agreed. This was, unfortunately, a judgment call, when it should have been measured against a specification. “Not enough” and “looks sufficient” clearly demonstrates the problem. I suggest we review each location to see the actual impact to functionality (in my experience, a meter or two is frequently discarded when spliced). The extreme solution is laying new fibre.
- Cable potheading not done correctly, scuffed cable sheathing above ground – We did not see anything wrong here but we will fix any that we come across. Can we also get mileages for the sites in question?
As per Joe’s question, we may need to cite specific locations. Was some of this work possibly remediated already? Nick to Confirm
- Extra cables ran when not needed – we will remove the extras can we get mileages for the specific sites?
- As per Joe’s question, we may need to cite specific locations. Was some of this work possibly remediated already? Nick to confirm Mileage
- Signal cable ran through signal mast rather than the hose to junction box which was installed, and cover plate to mouse proof signal mast thrown away – Was this looked after? What milage?
Allied will remediate any such deficiencies. Same as above as per Joe’s question. Already been fixed
- **And anything else you fellows see as you go through it with fresh eyes (SP).**

The second email, regarding fibre between MP 49.41 and MP 50.43 (and MP 51.14 to MP 51.47), will require direction from CN. The remaining power and fibre plowing cannot be completed until the track shift work being started on Tuesday is fully complete. A partial plow may be performed but getting it fully buried will be problematic and require protection of the exposed cables (not recommended). This needs to be done before May 11 when Traffic starts running down new Main or no track time will be available, work with Nick on a plan

Allied will have a full complement available and begin cleaning up the major deficiencies on Tuesday but given the time elapsed since the project start there may be a number of changes in the area. I suggest we have a CN Supervisor confer with an Allied Supervisor on site (a final time) to agree upon any locations and work that's been missed so that nothing is left to chance when the cutover date arrives. Nick

Regards,

Steve

Steve Patrick, P.Eng.
 Manager Signals & Communications
 Allied Track Services
 C: +1.289.455.3805
steve.patrick@alliedtrack.ca

From: Ryan Wiebe <Ryan.Wiebe@cn.ca>

Sent: April 25, 2022 10:22 AM

To: Tom McIntosh <tom.mcintosh@alliedtrack.ca>; Steve Patrick <steve.patrick@alliedtrack.ca>; Joe Persia <joe.persia@alliedtrack.ca>

Cc: Blair Hurrell <Blair.Hurrell@cn.ca>; Marco Piccirilli <Marco.Piccirilli@cn.ca>; Michael Wilson <michael.wilson12@cn.ca>; Greg Beeds <Greg.Beeds@cn.ca>

Subject: Ashcroft projects

Tom/Steve,

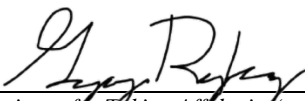
When can we expect crews to return to Ashcroft Siding to complete sites and deficiencies left behind? Ashcroft Siding expected to go in-service Mid May. I would expect a better quality than what is currently out there once complete. I will get you a site by site detailed list but deficiencies include but not limited too

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What worries me is that this is what we can see above ground and thought to be acceptable by Allied, yet not knowing what's underground that we cant see. These deficiencies are not just at Ashcroft Siding project but also at Spences Bridge to Seddall CTC upgrade.

External Email: Exercise caution before clicking links or opening attachments | **Courriel externe:** Soyez prudent avant de cliquer sur des liens ou d'ouvrir des pièces jointes

This is Exhibit "D" referred to in the Affidavit of Ryan Wiebe sworn by Ryan Wiebe of the City of Terrace, in the British Columbia, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

Old Ashcroft West

Old bungalow still on site (Can it be removed?)

Old and new Ju5's need to be stood and cable cleaned up and buried (See attached picture)

MP 50.43 Crossing

7200 VAC not cutover, still being powered from old MP 50.6 bungalow

New Ashcroft West

Generator and pig tank need to be picked up by solitude

7200 VAC not cutover, powered by old 600vac system

Propane tanks not installed

MP. 51.43 Old approach

Remove track leads (Red hose and cow)

Cornwall

Old geo bungalow still on site

7200VAC not cutover (site powered from slide fence bungalow)

MP 54.2

7200 VAC not cutover

Replace mile board stickers with inserts and new signal #'s

MP 55.3

7200VAC not cutover

No power (temp cable ran to old bungalow needs to be hooked up on cutover day)

MP 56.55

7200VAC not cutover

Bungalow pad needs to be completed once old signal is removed after cutover

No power (temp cable ran to old bungalow, needs to be hooked up on cutover day)

Need new bolt and nut to secure signal junction box door

Coho East

No power (need temp cable run to old bungalow)

Confirm ground grid

Re wire swt ped

Buzz and dig in red hose

Need IJ's for New 571 signal?

Coho West

7200 VAC not cutover

No power (need temp cable ran to old bungalow)

Re do duct seal in bungalow

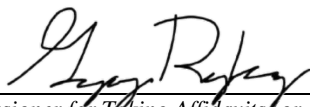
Dig up and move coms cable to proper chute

Build pad with Bin wall for signal move

Move Signal 574 to North side of tracks

Need new IJ's for 574 signal, they look to be onsite.

This is Exhibit "E" referred to in the Affidavit of Ryan Wiebe sworn by Ryan Wiebe of the City of Terrace, in the British Columbia, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

From: Nick Witkowskyj <Nick.Witkowskyj@cn.ca>
Sent: Monday, September 18, 2023 1:31 PM
To: Ryan Wiebe <Ryan.Wiebe@cn.ca>
Subject: FW: Tunnels



Nick Witkowskyj

S&C CONSTRUCTION SUPERVISOR, PACIFIC DIVISION |
SIGNALS & COMMUNICATIONS | C: **250-308-2070** |

[What's New at CN](#) | [Quoi de neuf au CN](#)

From: Nick Witkowskyj
Sent: Thursday, May 05, 2022 2:30 PM
To: Craig Berndt <craig.berndt@alliedtrack.ca>
Cc: Ryan Wiebe <Ryan.Wiebe@cn.ca>
Subject: RE: Tunnels

Hello Craig,

Conferring with Ryan on this, the concrete screws used on the tunnel are not the correct fastening device for this application (such so, Will was able to pull a J bracket off the wall with his hands). Whereas, the wedge anchors are the required fasteners. Therefore, these need to be replaced with the required wedge anchors before putting the 7200 into service. Furthermore, insufficient support of the 7200 was determined and thus we require the securement with additional J brackets before the 7200 can be safely put into service. Therefore, as this work is required before we are able to safely put the 7200 cabling into service, no extra would be applicable on this.

If you would like to discuss this further, please refer to Ryan on this. Thank you for your time.

Nick Witkowskyj



S&C CONSTRUCTION SUPERVISOR, PACIFIC DIVISION |
SIGNALS & COMMUNICATIONS | C: **431-334-9019** |

What's New at CN | Quoi de neuf au CN

From: Craig Berndt <craig.berndt@alliedtrack.ca>
Sent: Thursday, May 05, 2022 9:10 AM
To: Nick Witkowskyj <Nick.Witkowskyj@cn.ca>
Subject: Tunnels

CAUTION: This email originated from outside CN: DO NOT click links or open attachments unless you recognize the sender AND KNOW the content is safe.

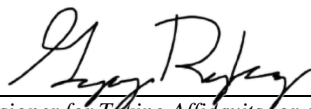
AVERTISSEMENT : ce courriel provient d'une source externe au CN : NE CLIQUEZ SUR AUCUN lien ou pièce jointe à moins de reconnaître l'expéditeur et d'av

Is the new plan to add more brackets in the tunnels and then we will be cleaning up the ends of the tunnel?
I talked to Joe and he said the plan for the brackets is what we did so adding extra bracket will be an extra correct?

Thanks,
Craig Berndt
Allied Track Services
S&C Installation Supervisor
2508268297

External Email: Exercise caution before clicking links or opening attachments | **Courriel externe:** Soyez prudent avant de cliquer sur des liens ou d'ouvrir des pièces jointes

This is Exhibit “F” referred to in the Affidavit of Ryan Wiebe sworn by Ryan Wiebe of the City of Terrace, in the British Columbia, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

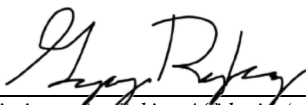


Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

| Summary Report Mile 43-58 Ashcroft Sub. | | |
|-----------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Mile Marker | Deficiency | Action completed |
| 43-45 | Locates still to complete. | |
| 46.25-47.1 | shallow | added material for increase depth. |
| 47.55-47.8 | Shallow | dig down to appropriate depth |
| 47.01-47.25 | Shallow | dig down to appropriate depth |
| 48.05-48.5 | shallow (big bend area) | |
| 49.8-50.4 | shallow | dig down and add material |
| 50.9-51.4 | cable within 30" of tie but deep enough | |
| 46 | Bridge not bonded or pipe | added bonding and pipe to half of bridge. Due to cold remainder still needed. |
| 50.4-55 | no signs | installed post. |
| 53.65 | shallow 26" | |
| 58.6 | no signs at crossing | installed sign post. Signs?? |
| 47.2 | no bridge bonding or pipe | installed bonding and pipe. |
| 47.8 | No orange split pipe or bonding | installed. |
| 42 | No sign installed | installed. |
| 59.1 | no sign installed | installed. |
| 46.85 | shallow | dig down to appropriate depth |
| 49.7 | no sign | add sign as per greg so no one takes pile of balast covering cable. |
| 48.1-49.1 | shallow and secondary exposed | dig down and cover exposed secondary. Secondary should still be deeper but due to frost, could not. |
| 49.5-49.6 | shallow | Gord reconmend to relocate. |
| 49.65 | shallow 19-24" | Gord reconmend to relocate as he believes its good now. |
| 54.8 | 16" shallow | |
| 54.15 | 250 ft of 18-20" shallow. | |
| 54.21-55.37 | Test hole at 54.2 and 54.9 shallow spots 17-24" | |
| 55.5-56 | shallow | |
| 57.4 | shallow | |
| 57.7 | shallow 23" | |
| 55 | 100 ft at each end of bridge shallow. No pipe or bonding | |
| Tunnels | no tunnels were touched by HPL. | |

This is Exhibit “G” referred to in the Affidavit of Ryan Wiebe sworn by Ryan Wiebe of the City of Terrace, in the British Columbia, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.




Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP



Test Holes

Complete

| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------------------------|-------------------------------------------------------------------------------------|---------------|---|---------|---|
| Dated | 01.12.2022 09:30 PST | | | | |
| Job# | 70155 | | | | |
| Sub Name | Ashcroft | | | | |
| Mile Marker | Ashcroft BC Canada (50.745029733563534, -121.23081003327037) | | | | |
| 46.3 West of greaser | | | | | |
| GPS | | | | | |
| Test hole depth | Locate 23" | | | | |
| Test Holes # | | | | | |
| GPS Coordinates | | | | | |
| Photo |  | | | | |
| Photo 1 | | | | | |

Appendix



Photo 1



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Dated 01.12.2022 08:30 PST

Job# 70155

Sub Name Ashcroft

Barnes creek

Mile Marker Ashcroft BC
Canada
(50.74803992644953,
-121.24154783796634)

46.87 to 46.92

GPS

Test hole depth

Locate 16" to 22"
Exposed tape

Test Holes

GPS Coordinates

Photo



Photo 1



Photo 2



Photo 3



Photo 4

Appendix



Photo 1



Photo 2



Photo 3



Photo 4



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Dated 01.12.2022 08:30 PST

Job# 70155

Sub Name Ashcroft

Barnes creek

Mile Marker

Ashcroft BC
Canada
(50.74780623898911,
-121.24046699155237)

46.78

GPS

Test hole depth

Locate 16"
10 ft
Locate 23"
Track xing north side
South side
22" -20" to slice where material settled

Test Holes

GPS Coordinates

Photo



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Appendix



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Dated

01.12.2022 08:30 PST

Job#

70155

Sub Name

Ashcroft

Mile Marker

Ashcroft BC
Canada
(50.7454521814837,
-121.23222439561154)

46.5

GPS

Test hole depth

Locate 14"
25 ft exposed tape

Test Holes #

GPS Coordinates

Photo



Photo 1



Photo 2



Photo 3

Appendix



Photo 1



Photo 2




Photo 3



Test Holes

Complete

| | | | | | |
|------------------------|-------------------------------------------------------------------------------------|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
| Dated | 01.12.2022 08:30 PST | | | | |
| Job# | 70155 | | | | |
| Sub Name | Ashcroft | | | | |
| Mile Marker | Ashcroft BC Canada (50.74544832580792, -121.23224719438817) | | | | |
| | 46.4 | | | | |
| GPS | | | | | |
| Test hole depth | 22-25" 20 ft | | | | |
| Test Holes # | | | | | |
| GPS Coordinates | | | | | |
| Photo |  | | | | |
| | Photo 1 | | | | |

Appendix



Photo 1



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Dated 03.12.2022 08:29 PST

Job#

Expose cable high spot and bury at proper depth.

Sub Name Ashcroft

Mile Marker 46.6 North side of the track.

GPS (50.74783036444581, -121.24066562858432)

Test hole depth 30

Measurements in inches

Test Holes # 1

GPS Coordinates (50.74783036444581, -121.24066562858432)

Photo



Photo 1

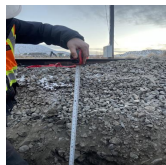


Photo 2



Photo 3



Photo 4



Photo 5

Appendix



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5

Untitled template

5 Dec 2022 / Steve Kelm

Complete

| | | | | | |
|-------|-------------|---------------|----------|---------|----------|
| Score | 100% | Flagged items | 0 | Actions | 0 |
|-------|-------------|---------------|----------|---------|----------|

Site conducted

highlandpower.ca

Conducted on

05.12.2022 11:14 PST

Prepared by

Steve Kelm

Location

Thompson-Nicola BC
Canada
(50.74090954956007,
-121.25843816737468)



Photo 1



Photo 2



Photo 3



Photo 4

Untitled Page

100%

Ashcroft locates and spot digs

Yes

Appendix



Photo 1



Photo 2



Photo 3


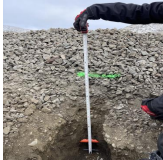




Photo 4

Locates/Spot Digs

5 Dec 2022

Complete

| | | | | | |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------|-----------------------------------------------------------------------|
| Score | 100% | Flagged items | 0 | Actions | 0 |
| Site conducted | | | | | Ashcroft |
| Conducted on | | | | | 05.12.2022 09:58 PST |
| Job# | | | | | 70155 |
| Sub name | | | | | Ashcroft |
| Mile Marker | | | | | 46.75 |
| GPS | | | | | Ashcroft BC Canada (50.747461864805764, -121.24089746394189) |
| Locator depth reading | | | | | |
| Cable depth found at | | | | | 16 |
| Final Cable depth | | | | | 32 |
| Photos | | | | | |
|  |  |  |  | | |
| Photo 1 | Photo 2 | Photo 3 | Photo 4 | | |

Appendix



Photo 1



Photo 2



Photo 3



Photo 4

Untitled template

6 Dec 2022 / Steve Kelm

Complete

| | | | | | |
|-------|-------------|---------------|----------|---------|----------|
| Score | 100% | Flagged items | 0 | Actions | 0 |
|-------|-------------|---------------|----------|---------|----------|

Site conducted

highlandpower.ca

Conducted on

06.12.2022 11:46 PST

Prepared by

Steve Kelm

Location

Thompson-Nicola BC
Canada
(50.740909569999985,
-121.25843810999997)

Mile 47.01



Photo 1



Photo 2

Appendix



Photo 1



Photo 2

Untitled template

6 Dec 2022 / Steve Kelm

Complete

| | | | | | |
|-------|-------------|---------------|----------|---------|----------|
| Score | 100% | Flagged items | 0 | Actions | 0 |
|-------|-------------|---------------|----------|---------|----------|

Site conducted

highlandpower.ca

Conducted on

06.12.2022 11:08 PST

Prepared by

Steve Kelm

Location

Thompson-Nicola BC
Canada
(50.74091001161897,
-121.25843687088874)



Photo 1



Photo 2

Appendix



Photo 1



Photo 2



CN Railway U/G Power Inspection Report

9 Dec 2022 / Gord Bimm

Complete

| | | | | | |
|-------|-----------|---------------|----------|---------|----------|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|-----------|---------------|----------|---------|----------|

Date

Project No.

70155

Conducted on

09.12.2022 09:10 PST

Prepared by

Gord Bimm

SUB:

Ashcroft

Mile

49.4

Completed dig down of highspot under bridge and built up grading for shallow ares on edge of ballast line.
 Remove tails of old fiber as per greg beads.
 Fill in open area with fiber comms and 7200 cable, build up to grade and ballast to complete deficient area



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17

Location

201 Second St

Overall Pictures

Outside Overall Picture:



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26

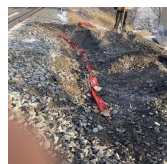


Photo 27



Photo 28



Photo 29



Photo 30



Photo 31



Photo 32



Photo 33



Photo 34

Inside Overall Picture

N/A



Photo 35

| | |
|----------------------------------------|-----|
| Section 1 | 0% |
| Equipment Inspected/Tested | N/A |
| Manufacturer | |
| Serial # | |
| Rated kVA | |
| Rated Primary Voltage in kV: | |
| Number of Phases in Freq | |
| Number of Phases in Hz. | |
| Rated Secondary Voltage in Volt | |
| Primary Feeder Size | |
| Primary Feeder AL: | |
| Primary Feeder CU: | |
| Primary Fuse in Amp | |
| Secondary Feeder Size | |
| Secondary Feeder AL: | |
| Secondary Feeder CU: | |
| Ground Conductor Size | |
| Tap Changer: On-Load: | |
| Tap Changer: Off-Load: | |
| Foundation Type: | |
| Number of Taps: | |
| Fault Annunciator: | |
| Manufacturer: | |
| Catalogue No. | |
| Trip Current in Amps: | |

Shunt Reactor

Manufacturer:N/A

Rated kVAR:

Rated Voltage:

Serial #:

Section 2**Primary Feeder Insulation Test Complete**

Status Pass

Contractor Wismer rawlings

Client: CN

Secondary Feeder Insulation Test Complete

Status:

Contractor:

Client:

Primary Feeder connection correct / Elbow drain wire installed

Status:

Contractor:

Client:

Secondary Feeder connection correct/Secure

Status:

Contractor:

Client:

Primary Feeder Cable identification labels Installed

Status:

Contractor:

Client:

Neutral & Ground connected to Ground

Grid (two points)

Status:

Contractor:

Client:

Transformer Case Grounded

Status:

Contractor:

Client:

Secondary voltage within limits (+5% to -10%)

Status in Volts:

Contractor:

Client:

Hazard signs installed/Location mileage marked

Status:

Contractor:

Client:

6" Deep, High Resistance gravel installed around Xfmr

Status:

Contractor:

Client:

Annunciator reset cable connected to LV terminal (120 volts)

Status:

Contractor:

Client:

Annunciator dry contact connected

Status:

Contractor:

Client:

Reactor and fuse block installed (if applicable)

Status:

Contractor:

Client:

Appendix



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29



Photo 30



Photo 31



Photo 32



Photo 33



Photo 34

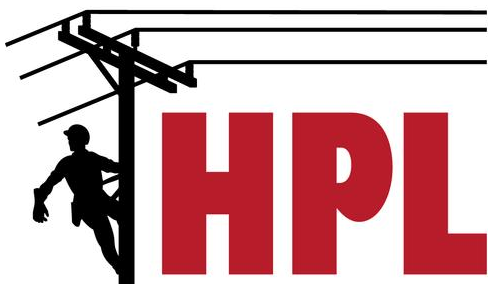


Photo 35



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job# 70155

Sub Name Ashcroft

Cornwall

Mile Marker Thompson-Nicola BC
Canada
(50.6752138445629,
-121.3042820246157)

54.15

GPS

Test hole depth

Locate 25 inches
250 ft shallow 18-20 inches
4-20 ft off track
Eastward

Test Holes

GPS Coordinates

Photo



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8

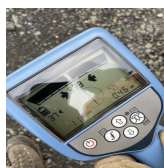


Photo 9



Photo 10



Photo 11

Appendix



Photo 1

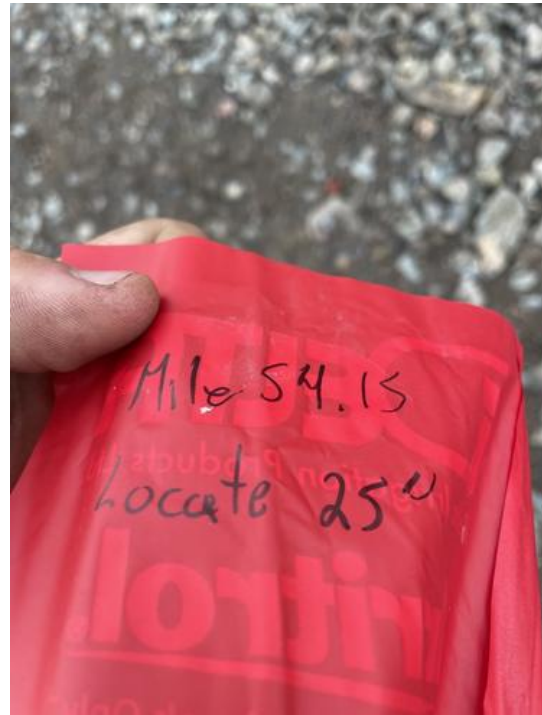


Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9

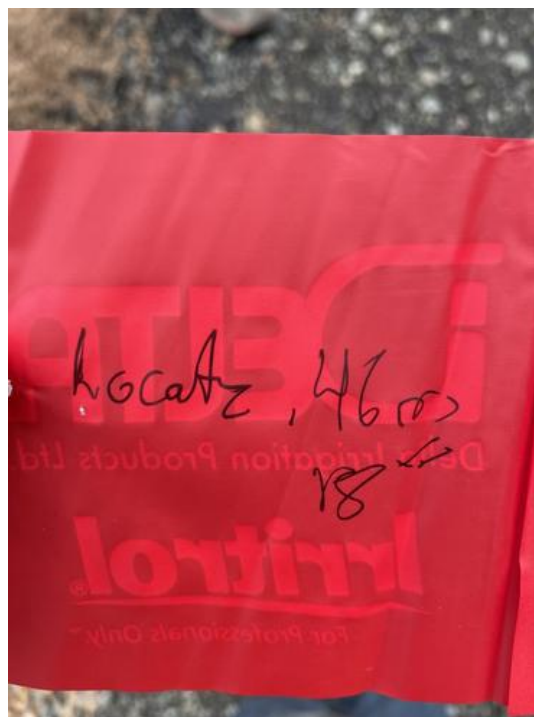


Photo 10



Photo 11



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job# 70155

Sub Name Ashcroft

Cornwall

Mile Marker

Thompson-Nicola BC
Canada
(50.6802472505035,
-121.29494400978633)

53.65

GPS

Test hole depth

Locate 25.72 inches

Test Holes #

GPS Coordinates

Photo

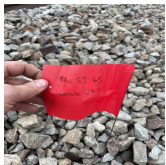


Photo 1



Photo 2



Photo 3



Photo 4

Appendix

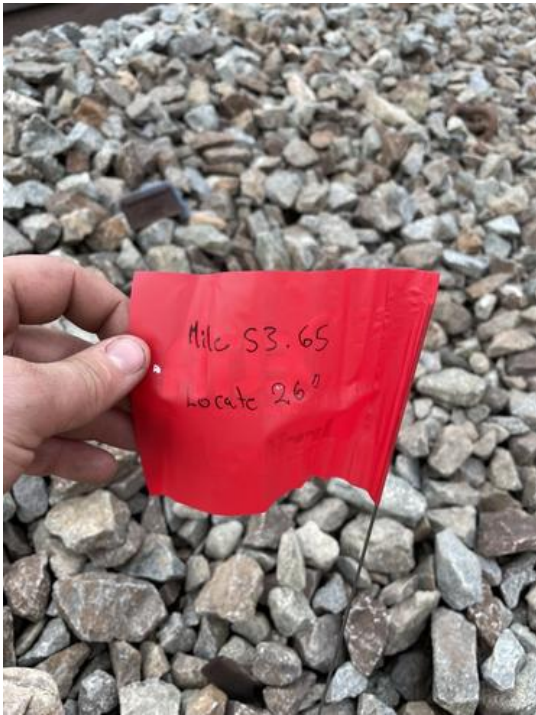


Photo 1

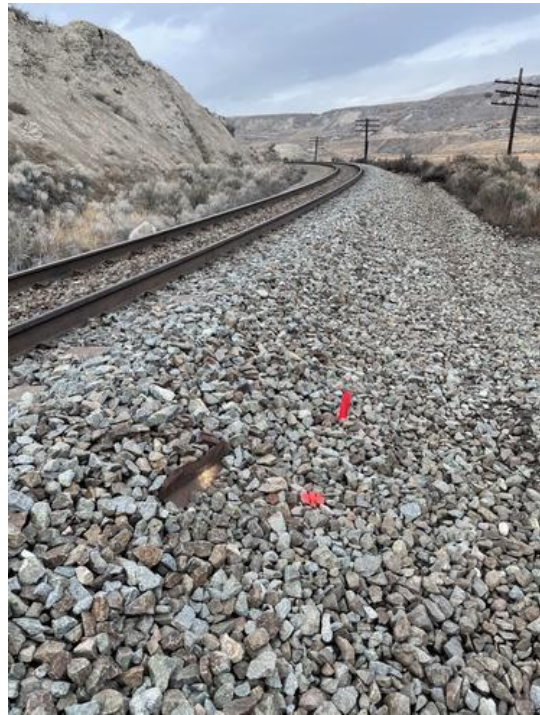


Photo 2



Photo 3



Photo 4



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job# 70155

Sub Name Ashcroft

Ashcroft siding

Mile Marker 49.9

Just east of mile 50 sign

GPS 1532-1654 Cornwall Rd
105 Mile Post 2 BC V0K 1A0
Canada
(50.72174895036431,
-121.28713943377437)

Test hole depth 12

Locate 9 inches
Fibre and 600 beside 7200

Test Holes # 1

GPS Coordinates

Photo



Photo 1



Photo 2



Photo 3



Photo 4

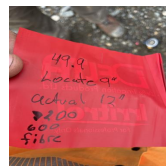


Photo 5

Appendix



Photo 1



Photo 2



Photo 3



Photo 4

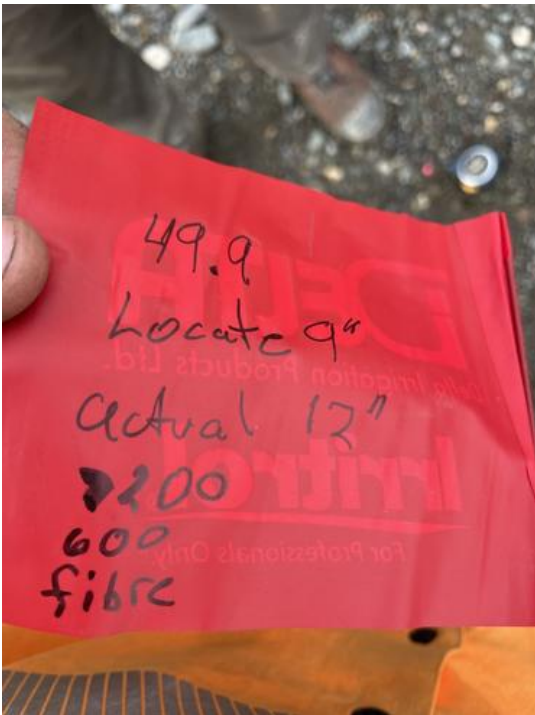


Photo 5



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job# 70155

Sub Name Ashcroft

East side of tunnel

Mile Marker Thompson-Nicola BC
Canada
(50.664381072903986,
-121.31034725356967)

54.8

GPS Thompson-Nicola BC
Canada
(50.669374214532795,
-121.31092770036432)

Test hole depth

Locate 16 inches
Track crossing 16 - 20 inches under track

Test Holes

GPS Coordinates

Photo



Photo 1

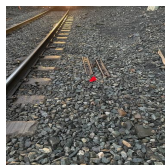


Photo 2

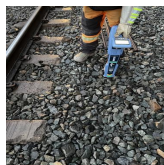


Photo 3

Appendix



Photo 1

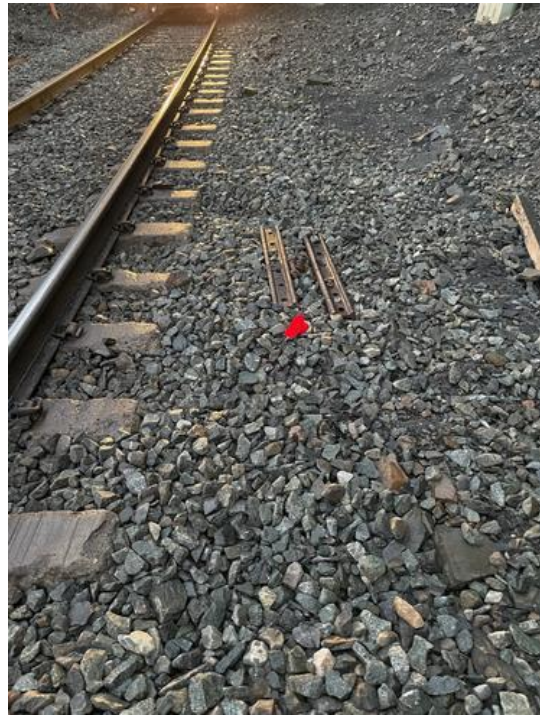


Photo 2

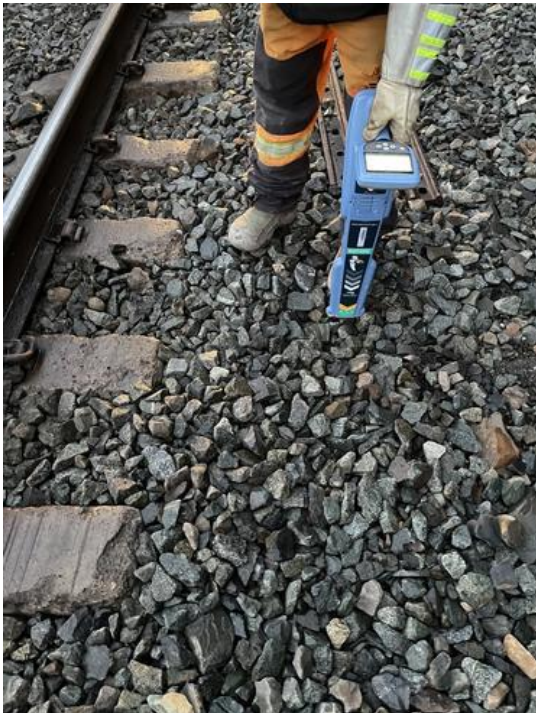


Photo 3



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job# 70155

Sub Name Ashcroft

Mile Marker Thompson-Nicola BC
Canada
(50.66437981561819,
-121.31034817557904)

GPS

Test hole depth 22

Locate 21 inches

Test Holes # 1

GPS Coordinates

Photo



Photo 1



Photo 2



Photo 3

Appendix



Photo 1



Photo 2



Photo 3



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job#

Sub Name

Ashcroft

Mile Marker

55.37 to 54.9

GPS

Thompson-Nicola BC
Canada
(50.66476425160715,
-121.31119466398033)

Test hole depth

17

From 54.9 tinnel to 55.37 transformer.
Shallow runnel to bridge,
Shallow west end of bridge 40' 17-24"

At 55.0 theres a 100' section shallow 24-17"
Could use existing ballast piles to build up grading

Sluff zone 55.15 cable located 22"

At 55.37 transformer cable depth reading 22" accross front of bungalow



Photo 1



Photo 2



Photo 3



Photo 4

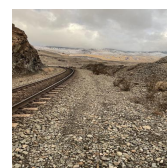


Photo 5



Photo 6



Photo 7

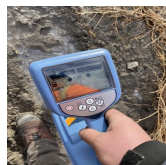


Photo 8



Photo 9



Photo 10



Photo 11



Photo 12

Test Holes

GPS Coordinates

Photo

Appendix



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job#

Sub Name

Ashcroft

Mile Marker

57.7

GPS

Thompson-Nicola BC
Canada
(50.629636072600846,
-121.30750830296549)

Test hole depth

23

Locator depth 23 inches



Photo 1

Test Holes #

GPS Coordinates

Photo

Appendix



Photo 1



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job#

Sub Name

Ashcroft

Mile Marker

Thompson-Nicola BC
Canada
(50.66969004464398,
-121.31050122913095)

GPS

Tunnel 54.8



Photo 1

Test hole depth

19

Entire length from 49.24 transformer to east end of tunnel 49.8 is borderline with shallow spots. Grading is low and piles of dirt can bring up grading 1 foot and/or ballast

Test Holes #

GPS Coordinates

Photo

Appendix



Photo 1



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job#

Sub Name

Ashcroft

Mile Marker

54.7

GPS

Thompson-Nicola BC
Canada
(50.67086410114031,
-121.30700094623103)

Test hole depth

24



Photo 1

Test Holes #

GPS Coordinates

Photo

Appendix

Photo 1



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job# 70155

Sub Name Ashcroft

Cornwall

Mile Marker Thompson-Nicola BC
Canada
(50.67434627567481,
-121.30491108644875)

GPS

Test hole depth

Locate 18 - 25 inches
200 ft behind bungalow westward

Test Holes

GPS Coordinates

Photo



Photo 1



Photo 2



Photo 3



Photo 4

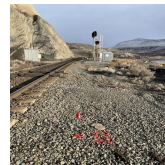


Photo 5



Photo 6

Appendix



Photo 1



Photo 2



Photo 3



Photo 4

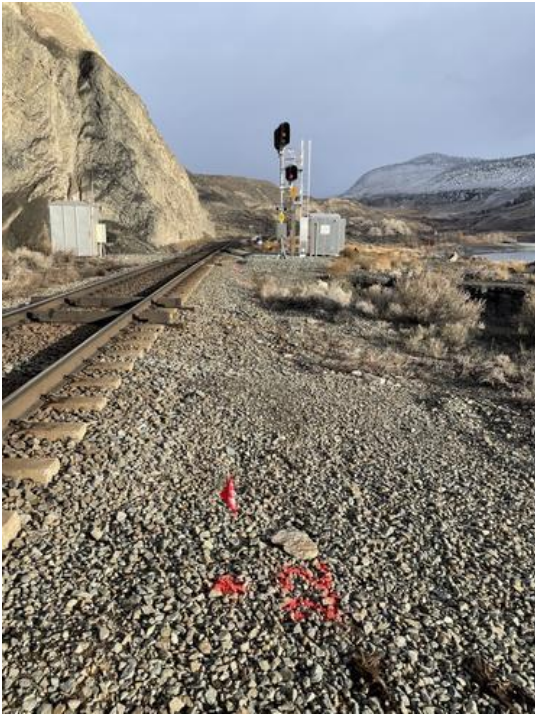


Photo 5



Photo 6



Test Holes

Complete

| | | | | | |
|--------------------|----|---------------|---|---------|-----------------------------------------------------------------------------|
| Score | 0% | Flagged items | 0 | Actions | 0 |
| Job# | | | | | 70155 |
| Sub Name | | | | | Ashcroft |
| Mile Marker | | | | | 54.21-54.15 |
| GPS | | | | | Thompson-Nicola BC Canada (50.67476762183294, -121.30522476739282) |

Test hole depth

0.45

Locator depth 0.45m (18")
 Actual depth 22"
 Distance from track 4-16'
 Runs shallow approx 300' from transformer eastward



Photo 1



Photo 2

Test Holes

GPS Coordinates

Photo

Appendix



Photo 1



Photo 2



Signage

Complete

| | | | | | |
|-------|---------------|---------------|----------|---------|----------|
| Score | 33.33% | Flagged items | 0 | Actions | 0 |
|-------|---------------|---------------|----------|---------|----------|

Job# 70155

Sub Name Ashcroft

Mile Marker Thompson-Nicola BC
Canada
(50.611359016921554,
-121.30942339764248)

59.1



Photo 1

| | |
|---------------------------------------|-----|
| Signage installed at crossings | Yes |
|---------------------------------------|-----|

Cable Marker installed

Photos

Appendix



Photo 1



Signage

Complete

| | | | | | |
|-------|---------------|---------------|----------|---------|----------|
| Score | 66.67% | Flagged items | 0 | Actions | 0 |
|-------|---------------|---------------|----------|---------|----------|

Job# 70155

Sub Name Ashcroft

Mile Marker 58.6

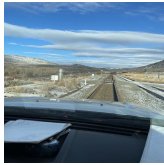


Photo 1

| | |
|---------------------------------------|-----|
| Signage installed at crossings | Yes |
| Cable Marker installed | Yes |

Photos

Appendix



Photo 1



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job# 70155

Sub Name Ashcroft

Coho
Mile 55.56 greaser

Mile Marker Thompson-Nicola BC
Canada
(50.656348128875564,
-121.30351856935319)

GPS

Test hole depth 32

Locate 26" and 24" for 10 ft either side of greaser
60 ft west of greaser
15 ft locate 16 " across culvert

Locate 26" actual 32"
Locate 24" added 10" of material

Test Holes

GPS Coordinates

Photo



Photo 1



Photo 2

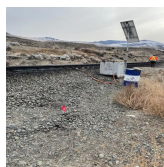


Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11

Appendix



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



CN Railway U/G Power Inspection Report

28 Nov 2022 / Gord Bimm

Complete

| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|
|-------|----|---------------|---|---------|---|

Project No. 70155

Conducted on 28.11.2022 14:24 PST

Prepared by Gord Bimm

SUB: Ashcroft

Mile 57.4

12' measuring 20-24"



Photo 1

Location

Thompson-Nicola BC
Canada
(50.63087927647925,
-121.3071401697782)

Overall Pictures

Outside Overall Picture:



Photo 2

Inside Overall Picture



Photo 3

| | |
|----------------------------------------|-----|
| Section 1 | 0% |
| Equipment Inspected/Tested | N/A |
| Manufacturer | |
| Serial # | |
| Rated kVA | |
| Rated Primary Voltage in kV: | |
| Number of Phases in Freq | |
| Number of Phases in Hz. | |
| Rated Secondary Voltage in Volt | |
| Primary Feeder Size | |
| Primary Feeder AL: | |
| Primary Feeder CU: | |
| Primary Fuse in Amp | |
| Secondary Feeder Size | |
| Secondary Feeder AL: | |
| Secondary Feeder CU: | |
| Ground Conductor Size | |
| Tap Changer: On-Load: | |
| Tap Changer: Off-Load: | |
| Foundation Type: | |
| Number of Taps: | |
| Fault Annunciator: | |
| Manufacturer: | |
| Catalogue No. | |
| Trip Current in Amps: | |

Shunt Reactor

Manufacturer:N/A

Rated kVAR:

Rated Voltage:

Serial #:

Section 2**Primary Feeder Insulation Test Complete****Status****Contractor****Client:****Secondary Feeder Insulation Test Complete****Status:****Contractor:****Client:****Primary Feeder connection correct / Elbow drain wire installed****Status:****Contractor:****Client:****Secondary Feeder connection correct/Secure****Status:****Contractor:****Client:****Primary Feeder Cable identification labels Installed****Status:****Contractor:****Client:****Neutral & Ground connected to Ground**

Grid (two points)

Status:

Contractor:

Client:

Transformer Case Grounded

Status:

Contractor:

Client:

Secondary voltage within limits (+5% to -10%)

Status in Volts:

Contractor:

Client:

Hazard signs installed/Location mileage marked

Status:

Contractor:

Client:

6" Deep, High Resistance gravel installed around Xfmr

Status:

Contractor:

Client:

Annunciator reset cable connected to LV terminal (120 volts)

Status:

Contractor:

Client:

Annunciator dry contact connected

Status:

Contractor:

Client:

Reactor and fuse block installed (if applicable)

Status:

Contractor:

Client:

Final Acceptance**Date** 28.11.2022 08:30 PST**Contractor** HPL**Client:** CN

Appendix



Photo 1



Photo 2

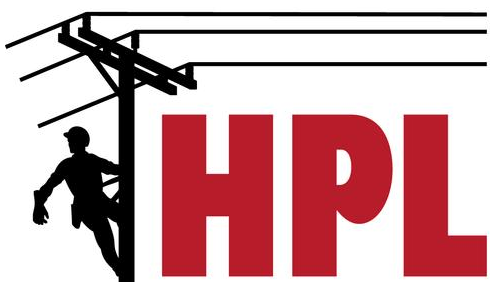


Photo 3



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job# 70155

Sub Name Ashcroft

Coho

Mile Marker

Thompson-Nicola BC
Canada
(50.658839964355344,
-121.30384541127951)

55 detector
From pad west for 20 ft

GPS

Test hole depth 28

Locate 20 "
Actual 28 "
20 ft
Add 6" of material for settling

Test Holes # 1

GPS Coordinates

Photo



Photo 1



Photo 2



Photo 3



Photo 4

Appendix



Photo 1



Photo 2



Photo 3



Photo 4



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Job# 70155

Sub Name Ashcroft

Coho

Mile Marker Thompson-Nicola BC
Canada
(50.65376289201395,
-121.30355402867526)

Mile 56 sign

GPS

Test hole depth 26

Locate 21"
Actual 26"
Dug down to proper depth
42" from tie

Test Holes # 1

Dug down to depth

GPS Coordinates

Photo

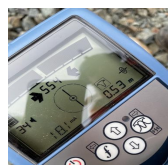


Photo 1



Photo 2

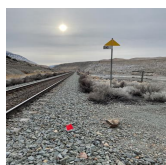


Photo 3



Photo 4



Photo 5



Photo 6

Appendix



Photo 1

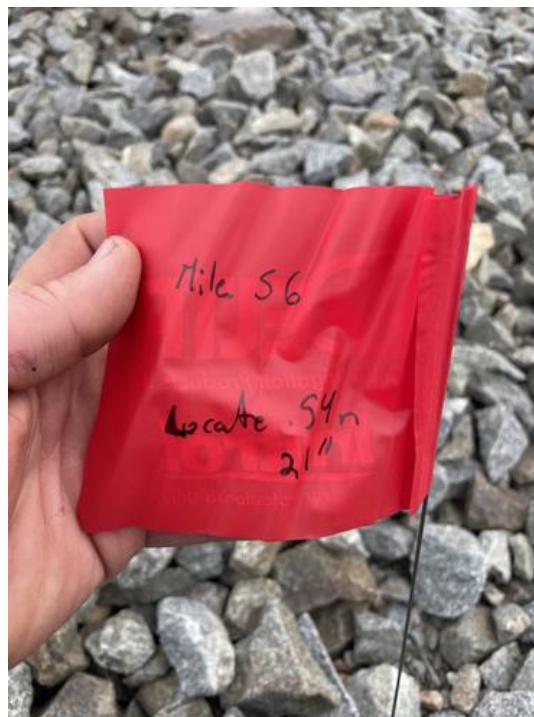


Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Dated

07.01.2023 11:02 PST



Photo 1



Photo 2

Job#

Sub Name

Ashcroft sub

Mile Marker

48.2

GPS

Test hole depth

31.25

Test Holes #

GPS Coordinates

Photo

Appendix



Photo 1



Photo 2



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Dated

Job#

70155

Sub Name

Ashcroft

Mile Marker

1656-2000 Cornwall Rd
 105 Mile Post 2 BC V0K 1A0
 Canada
 (50.72398751047507,
 -121.28649185422927)

GPS



Photo 1



Photo 2



Photo 3

Test hole depth

18

Entire length along wall, high slope to track, behind wall.
 Ballast?

Test Holes #

GPS Coordinates

Photo

Appendix



Photo 1



Photo 2



Photo 3



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Dated

Job#

70155

Sub Name

Ashcroft

Mile Marker

49.65
505 Bancroft Ln
Ashcroft BC V0K 1A0
Canada
(50.721943794901506,
-121.28376033281997)

GPS

Test hole depth

19

19-24" entire length in low ground carries on behind wall 6-9' from tie



Photo 1

Test Holes

GPS Coordinates

Photo

Appendix

Photo 1



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Dated

Job# 70155

Sub Name Ashcroft

Mile Marker 49.7

Shallow in trenchline by lock block wall



Photo 1



Photo 2

GPS

1532-1654 Cornwall Rd
105 Mile Post 2 BC V0K 1A0
Canada
(50.72181337052092,
-121.2871153840062)

Test hole depth

Test Holes

GPS Coordinates

Photo

Appendix



Photo 1



Photo 2



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Dated

08.01.2023 15:15 PST



Photo 1

Job#

Sub Name

Ashcroft

Mile Marker

511

GPS

105 Mile Post 2 BC
Canada
(50.7045697840406,
-121.29020805481943)

Test hole depth

51

Test Holes #

GPS Coordinates

Photo

Appendix

Photo 1



Test Holes

Complete

| | | | | | |
|-------|----|---------------|---|---------|---|
| Score | 0% | Flagged items | 0 | Actions | 0 |
|-------|----|---------------|---|---------|---|

Dated



Photo 1



Photo 2

Job#

Sub Name

Ashcroft sub

Mile Marker

48.18

GPS

Test hole depth

Test Holes #

GPS Coordinates

MP48.18

Photo

Appendix

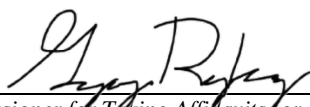


Photo 1



Photo 2

This is Exhibit “H” referred to in the Affidavit of Ryan Wiebe sworn by Ryan Wiebe of the City of Terrace, in the British Columbia, before me at the City of Toronto, in the Province of Ontario, on September 28, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

GREG RINGKAMP

Statement of Work for a Fixed Pricing Scope

This Statement of Work for a Fixed Pricing Scope is governed by and incorporated by reference into that certain Master Service Agreement between the parties, dated as of January 1, 2022 (Master Service Agreement ID Number: CW2258012, Supplemental Conditions ID Number: CW2258123).

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY, a corporation constituted under the laws of Canada, with its head office at 935 de La Gauchetière Street West, Montreal, Quebec, H3B 2M9, Canada (hereinafter referred to as “CN”)

AND:

Oakpark Powerline Services Ltd., a corporation constituted under the laws of Manitoba, with its registered office located at 1425 PTH 75, Howden, Manitoba (hereinafter referred to as “Supplier”)

1. Context and Purpose of SOW

The scope of this project is:

1. Dig down existing Concentric cable between MP 48 and MP 60 as per Excel Spreadsheet and 7200v installation guidelines Document attached in email
2. Dig 10 test holes and confirm depth between locator and actual depth
3. 5 Test holes between MP 43.13 – MP 45
4. 5 Test holes between MP 57.7 – MP 59.9
5. Install split pipe in troughing 248’ @ MP 54.96 Bridge
6. Install mechanical bonds @ bridges MP 45.8 and MP 54.96 total length 1095’ at 10’ intervals
7. Install signage @ MP 55 Takeoff and MP 57.1 Takeoff stand.
8. See attached summary report for the scope of work for the various work locations:

CNR Ashcroft Subdivision:

Locations: Ashcroft subdivision – CNR Mile 43.13 – Mile 60 as per Schedule 1

2. Suppliers Obligation:

- Supplier is responsible for transportation of the CN purchased materials to be installed from staging compounds to the respective job sites on its vehicles at no extra charge to CN.
- Supplier is responsible for the security of all material removed from CN facilities if materials are damaged or stolen cost to replace will be the sole responsibility of the Supplier.
- Supplier must have sufficient equipment and personnel to obtain maximum production. CN reserves the right to inspect any and all equipment before work may begin.
- Work must be continuous, and a qualified foreman must always be on site for the duration of the project at no extra cost.
- If the equipment breaks down, it must be dealt with within 48 hours, either repaired, replaced or sub-contracted.

- At the end of each week, a progress report must be emailed to CN Management showing accomplishments and personnel for the week. This will not be used for any billing purposes; it is strictly to keep the project on track. These progress reports will be delivered to the respective S&C manager and reviewed along with the key milestones. Supplier shall develop its own weekly progress reports format, subjects to CN’s approval.
- Any extra and out of scope work will be approved ahead of time by S&C Management and P&SM through email. All extra and out of scope work will be charged to the project SOW in Fieldglass. Out of scope work will not be charged to any other SOW in Fieldglass. Changes will be handled through P&SM’s revision notification form.
- Supplier shall understand the region they are working in. Therefore, no extra charge for downtime waiting on trains and train delays will be approved.
- Estimates and payment will be based on the completion of each single line item listed above.
- Suppliers shall include qualified Rule 42 foreman in quote.
- Suppliers are solely responsible for work permits with local road authorities Utility and Pipeline companies as well as the proper documentation required by “One Call” based on province.

3. CN obligation

- CN shall complete the acceptance process and pay the Fees in accordance with the terms of the Agreement.

4. Fees

- The total fees for the Fixed Price Scope Services under this SOW shall not exceed the fixed price stated below plus all applicable taxes.

| | |
|------------------------------------------|-----------|
| Mile 43.13. to Mile 60 – Ashcroft Siding | \$467,259 |
|------------------------------------------|-----------|

- The payment of this project will be based on the completion of the project which will consists of two project milestones: 50% completion and 100% completion. Invoice shall be submitted according to those two established milestones. CN management will go on site to assess the completion of the 2 project milestones using the progress report. Progress report will have to be signed by CN management to confirm the 50% and the 100% milestone. Signed version of the progress report shall be submitted with the invoice in order to get the payment.

5. Hold Back

CN reserves the right to hold back up to fifteen percent (15%) of any partial billing invoiced by Supplier prior to final completion of the Fixed Scope Services contemplated under this SOW, until such services are completed in full to the satisfaction of CN.

6. Project Milestones

Supplier shall provide a detailed project schedule report with firm commitments on key milestone dates, assuming that the project will start on July 15, 2023, Supplier shall be able to complete the required work by August 31th, 2023.

7. Problem Resolution and Escalation

All professional service issues are to be addressed by the Supplier Representative and the CN Representative. Any dispute that cannot be resolved by the Representatives in a timely manner shall be escalated by either Party as described in the Agreement.

8. Supplier Personnel Qualification:

Supplier shall supply a detailed Employee Information Sheet to describe qualification of its employees to work for these projects. Provide employee Name, Work Experience, training, Rule, Certifications, participation in CN Supplier Orientation Programs, and etc. Railway signaling experience within gangs is an asset and should be noted in bid.

Supplier are expected to provide their own hi-rail transportation, lodging, meals, gasoline, mobilization, demobilization at their own cost. It is CN's expectation that crews shall manage themselves with minimum CN management.

CN will assign supervisors to monitor crews' productivity, authorize time sheets, and to provide general scheduling/work prioritization but day-to-day production activities shall be managed by the Supplier. CN reserves the right to terminate the work assigned to a Supplier should it be proven not productive and corrective actions not taken during a reasonable time frame. Terms for such termination and other legal/commercial terms will be governed by the Master Agreement that will be entered into between CN and the Supplier.

CN has a clean right-of-way policy and places great emphasis on ensuring proper housekeeping and a clean work site both during and on completion of all projects. Site must be kept in a neat and tidy condition and prevent debris from floating from the site. Upon completion of the work, clean up the site to the satisfaction of the CN supervisor. Should the Supplier fail to control debris and clean up the site to the satisfaction of the CN supervisor, CN may undertake same, and the cost thereof shall be deducted from any money due or that may be due to the Supplier under this contract.

[Signature by both Parties on the following page]

Executed by the duly authorized representatives of the Parties.

Company Name: **CANADIAN NATIONAL RAILWAY COMPANY**
Signature: DocuSigned by:
Jason Martin
B5B63F33ED89422...
Printed Name: Jason Martin
Title: Senior Manager - Procurement, Engineering Services

Company Name: **OAKPARK POWERLINE SERVICES LTD**
Signature: DocuSigned by:
Rick Moreton
1C914E0ACGDB445...
Printed Name: Rick Moreton
Title: VP.

Schedule 1: Summary Report

| Summary Report Mile 43-58 Ashcroft Sub. | | | |
|-----------------------------------------|---------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mile Marker | Distance | Deficiency | Action needed |
| 43.13-45 | | Test hole and locate | Dig 5 Test holes & confirm difference between locator and actual depth |
| 45.8 bridge | 847' | Bonding | Each 10 section needs a mechanical bonding which does not require pin brazing only installing copper bond in behind nut and bolt that connects the sections |
| 49.5-49.6 | 2/10 of mile | shallow | Dig down |
| 49.65 | 1/10 of mile | Shallow | Dig down |
| 53.65 | 2/10 of mile | Shallow | Dig Down |
| 54.8 | 1.22 miles | Shallow | Dig Down , Track dig down included. From 54.15 tunnel to 55.37 transformer. Shallow west end of bridge 40' 17-24" At 55.0 there's a 100' section shallow 24-17" Sluff zone 55.15 cable located 22" At 55.37 transformer cable depth reading 22" across front of bungalow |
| 54.15 | 1/10 of mile | Shallow | Dig down |
| 54.21-55.37 | 1/10 of mile | Shallow | Dig Down |
| MP 54.96 Bridge | 248' | Split pipe and Bonding | Needs split pipe and each 10 section needs a mechanical bonding which does not require pin brazing only installing copper bond in behind nut and bolt that connects the sections |
| 55.5-56 | 5/10 of mile | shallow | Dig Down |
| 57.4 | 1/10 of mile | shallow | Dig Down |
| 57.7 | 1/10 of mile | Shallow | Dig Down |
| 57.7 - 59.11 | | Test hole and locate | Dig 5 Test holes & confirm difference between locator and actual depth |
| Total Dig downs | 2.6 miles | | |
| Cable locates and Test hole | 10 total test holes | | |

**IN THE MATTER OF THE RECEIVERSHIP OF
2806401 ONTARIO INC. o/a ALLIED TRACK SERVICES INC.**

PRICEWATERHOUSECOOPERS INC., (SOLELY IN ITS CAPACITY
AS COURT-APPOINTED RECEIVER AND MANAGER OF
BRIDGING FINANCE INC. AND CERTAIN RELATED ENTITIES
AND INVESTMENT FUNDS)
Applicant

-and- 2806401 ONTARIO INC. O/A ALLIED TRACK SERVICES INC.

Respondent

Court File No. CV-22-00687383-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(BANKRUPTCY AND INSOLVENCY)
COMMERICAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**RESPONDING MOTION RECORD VOL
UME 1 OF 2
(TABS 1A – 2H)**

McCarthy Tétrault LLP

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Toronto, ON M5K 1E6

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Lawyers for the Respondent,
Canadian National Railway Company