November 7, 2016

Dear Applicant:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (Our File #: EDU/063/2016)

On October 13, 2016, the Department of Education and Early Childhood Development received a partial transfer of your request to the Newfoundland and Labrador English School District for access to the following records/information:

"I am requesting a list of all school identified for electrical inspections and/or upgrades located within the NLESD between September 1, 2011 and September 1, 2016. I am requesting a list of all schools located within the NLESD that have had electrical and/or structural systems inspected by Crosbie Engineering between September 1, 2011 and September 1, 2016. I am requesting a copy of all emails, memos or documents sent to Crosbie Engineering between January 1, 2015 and September 1, 2016 from the Dept. of Education and/or NL English School District related to Whitbourne Elementary School."

A decision has been made by the Deputy Minister for the Department of Education and Early Childhood Development (EECD) to provide access to the requested information. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

You may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act. A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John's, NL. A1B 3V8
Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.
If you have any further questions, please feel free to contact the undersigned by telephone at 709-729-1841 or by e-mail at brianevans@gov.nl.ca.

Sincerely,

Brian Evans, CIPP/C
Director of Information Management & Special Projects
ATIPP Coordinator

Attachment
Schools Received Electrical Inspection/Upgrades between September 1, 2011 and September 1, 2016

<table>
<thead>
<tr>
<th>#</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Woodland Elementary</td>
</tr>
<tr>
<td>2</td>
<td>Bonne Bay Academy</td>
</tr>
<tr>
<td>3</td>
<td>Exploits Valley Intermediat</td>
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<tr>
<td>4</td>
<td>Gonzaga High School</td>
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<td>5</td>
<td>Centre educatif L'ENVOL</td>
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<td>6</td>
<td>Coley's Point Primary</td>
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<td>7</td>
<td>St. Andrews Elementary</td>
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<td>8</td>
<td>Lewisport Middle School</td>
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<tr>
<td>9</td>
<td>Avoca Collegiate</td>
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<tr>
<td>10</td>
<td>Bay d'Espoir Academy</td>
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<tr>
<td>11</td>
<td>Lumsden Academy</td>
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<tr>
<td>12</td>
<td>J. R. Smallwood</td>
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<tr>
<td>13</td>
<td>Morris Academy</td>
</tr>
<tr>
<td>14</td>
<td>St. Mark's High</td>
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<tr>
<td>15</td>
<td>Appalachia High</td>
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<tr>
<td>16</td>
<td>Fitzgerald Academy</td>
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<tr>
<td>17</td>
<td>Dunne Memorial Academy</td>
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<tr>
<td>18</td>
<td>Rennie's River Elementary</td>
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<tr>
<td>19</td>
<td>St. Peter's School</td>
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<tr>
<td>20</td>
<td>Stella Maris Academy</td>
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<tr>
<td>21</td>
<td>Fatima Academy</td>
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<tr>
<td>22</td>
<td>Greenwood Academy</td>
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<tr>
<td>23</td>
<td>Hillview Academy</td>
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<tr>
<td>24</td>
<td>Roncalli High</td>
</tr>
<tr>
<td>25</td>
<td>St. Francis of Assissi</td>
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<tr>
<td>26</td>
<td>Whitbourne Elementary</td>
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<tr>
<td>27</td>
<td>A. P. Low Elementary</td>
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<tr>
<td>28</td>
<td>Frank Roberts Jr. High</td>
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<tr>
<td>29</td>
<td>Henry Gordon Academy</td>
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<td>30</td>
<td>Vanier Elementary</td>
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<td>31</td>
<td>Acreman Elementary</td>
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<tr>
<td>32</td>
<td>Green Bay South Academy</td>
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<tr>
<td>33</td>
<td>Leo Burke Academy</td>
</tr>
<tr>
<td>34</td>
<td>St. Gerard's Elementary</td>
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<td>35</td>
<td>St. Peter's Elementary</td>
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<td>36</td>
<td>St. Bernard's Elementary</td>
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<td>Gander Academy</td>
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<td>38</td>
<td>Charlottetown Primary</td>
</tr>
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</table>
Schools had electrical inspection by Crosbie Engineering between September 1, 2011 and September 1, 2016

<table>
<thead>
<tr>
<th>#</th>
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</thead>
<tbody>
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<td>Frank Roberts Jr. High</td>
</tr>
<tr>
<td>3</td>
<td>Roncalli High</td>
</tr>
<tr>
<td>4</td>
<td>St. Francis of Assisi</td>
</tr>
<tr>
<td>5</td>
<td>Vanier Elementary</td>
</tr>
<tr>
<td>6</td>
<td>Whitbourne Elementary</td>
</tr>
</tbody>
</table>
Mr. Dean Hopkins  
Crosbie Engineering Ltd.  
21 Mews Place  
St. John’s, NL A1B 4N2  

Dear Mr. Hopkins:

Consultant Appointment  

Your firm has been selected to provide professional services for the following in accordance with the attached conditions outlined below.

Project #NLESD15001, Electrical Assessments – 5 Schools  
Roncalli High School, St. Francis of Assisi, Whitbourne Elementary, Frank Roberts Junior High School and Vanier Elementary

1. The scope of services will entail a site visit with Department staff and a representative of the School District, or others as designated by the Department. Once this assessment is complete, a minututed scope review meeting with the Department of Education and Early Childhood Development and school district officials will take place to discuss findings and prepare recommendations for the scope of the work.

2. Fees for this portion of your commission will be billed at per diem rates, plus expenses at government rates and policies. A maximum upset limit will have to be agreed upon based on a cumulative break-down by school, prior to performing the assessments and a Prime Consultant Agreement signed.

3. By accepting this commission, your firm acknowledges that it is willing to enter into a contract containing the terms as outlined in the Government of Newfoundland and Labrador’s Standard Form of Agreement and a negotiated fee and schedule as outlined by our Project Manager. An electronic copy of our standard Agreement is attached for your perusal.

4. The assessment must be completed by July 10, 2015.
If you are interested in carrying out this work, please contact Ms. Tracy Chen, P.Eng., Design & Construction Division, to arrange the assessment at (709) 729-5587 upon receipt of this letter. Also, please forward an updated copy of your proof of insurance as well as a letter of good standing with the Workplace Health, Safety and Compensation Commission for our records.

If you are unable to undertake this work, please advise so that we can arrange to appoint another consultant.

Sincerely,

INGRID E. CLARKE, P. Eng., FEC
Assistant Deputy Minister
(Infrastructure)

cc: Ms. Janet Vivian-Walsh
    Mr. Jim Sinnott
    Ms. Natalie Hallett
    Ms. Lori O'Keefe
    Mr. Blair Medd
    Mr. Paul Lahey
    Mr. Mark Stacey
Hi Tracey,

Please see attached our proposed electrical engineering fees for the above noted project.

Velda Dyke  
Engineering Administrative Assistant

CROSBIE  
ENGINEERING LTD.

Mech. & Elec. Consulting Engineers  
21 Mews Place, P.O. Box 13295, STN "A"  
St. John's, NL  A1B 4A5  
Ph.: 709.754.1911, 754.1914  
Fax: 709.754.1960  
c-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!
June 19, 2015

CEL Proposal No.: P15-2248

Ms. Tracey Chen, P. Eng.
Department of Education & Early Childhood Development
P.O. Box 8700
St. John’s, NL A1B 4J6

RE: Electrical Assessments – 5 Schools
(Roncalli High School, Avondale, St. Francis of Assisi, Outer Cove, Whitbourne Elementary, Frank Roberts Jr. High, Foxtrap and Vanier Elementary, St. John’s)

Thank you for giving us the opportunity to provide you with our services to carry out the electrical work associated with the above noted project. We have engaged the services of Newfoundland Electrical Ltd. to assist us in the electrical assessments.

Our engineering fees will be billed at the below per diem rates, plus expenses at government rates and polices, but will not exceed the maximum upset limit as noted below per school.

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>FEES</th>
<th>EXPENSES</th>
<th>TOTAL COST</th>
<th>COMPLETION SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roncalli High School</td>
<td>$5,295.00</td>
<td>$500.00</td>
<td>$5,795.00</td>
<td>June 25, 2015</td>
</tr>
<tr>
<td>St. Francis of Assisi</td>
<td>$4,660.00</td>
<td>$500.00</td>
<td>$5,160.00</td>
<td>July 2, 2015</td>
</tr>
<tr>
<td>Whitbourne Elementary</td>
<td>$5,525.00</td>
<td>$500.00</td>
<td>$6,025.00</td>
<td>July 9, 2015</td>
</tr>
<tr>
<td>Frank Roberts Jr. High</td>
<td>$5,295.00</td>
<td>$500.00</td>
<td>$5,795.00</td>
<td>July 13, 2015</td>
</tr>
<tr>
<td>Vanier Elementary</td>
<td>$4,660.00</td>
<td>$500.00</td>
<td>$5,160.00</td>
<td>July 16, 2015</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$25,435.00</strong></td>
<td><strong>$2,500.00</strong></td>
<td><strong>$27,935.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**PER DIEM RATES**

- Engineer: $160.00/hr.
- Journeyman Electrician: $80.00/hr.
- Technologist: $80.00/hr.
- Clerical: $50.00/hr.

All fees quoted are exclusive of HST. Should our terms of reference change, we reserve the right to amend our fees accordingly.
RE: Electrical Assessments – 5 Schools
(Roncalli High School, Avondale, St. Francis of Assisi, Outer Cove, Whitbourne Elementary, Frank Roberts Jr. High, Foxtrap and Vanier Elementary, St. John’s)

We trust this meets with your approval. Should you have any questions or concerns, please do not hesitate to contact our office.

Regards,

CROSBIE ENGINEERING LIMITED

Dean Hopkins, CET
Principal
/vjd

Enc.: Insurance Certificates
WHSCC – Letter of Good Standing
CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

SNC-Lavalin Operations & Maintenance Inc.
304 The East Mall, Suite 900
Toronto, ON, M9B 6E2

that the policy of insurance at herein
described has been issued to the Insured
named below and is in force at this time.

Name of Insured: Crasbie Engineering Limited
Address of Insured: PO Box 13295, Station A, St. John's, NL, A1B 4A5

Location and Operations to which this Certificate applies: Engineering Firm – Proof of Insurance

<table>
<thead>
<tr>
<th>KIND OF POLICY</th>
<th>POLICY NUMBER</th>
<th>EXPIRY DATE</th>
<th>LIMIT OF LIABILITY</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>SOV79546189</td>
<td>19 09 2015</td>
<td>$2,000,000 OCCURRENCE LIMIT BODILY INJURY AND $2,000,000 AGGREGATE PROPERTY DAMAGE COMBINED</td>
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<tr>
<td>(EXCEPT AUTOMOBILE)</td>
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</tr>
<tr>
<td>PRODUCTS INCLUDED [x]</td>
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<tr>
<td>AND/OR COMPLETED OPERATIONS</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>SOV79546189</td>
<td>19 09 2015</td>
<td>$2,000,000 INCLUSIVE LIMIT PROPERTY DAMAGE COMBINED</td>
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<td>ALL OWNED AUTOS [ ]</td>
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<td>SPECIFIC VEHICLES ONLY [ ]</td>
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<td>STANDARD NON-OWNED [X]</td>
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<tr>
<td>HIRED VEHICLES [ ]</td>
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<tr>
<td>LEASED VEHICLES [ ]</td>
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</tr>
<tr>
<td>OTHER (DESCRIBE) [ ]</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

NOTE: ALL DOLLAR VALUES SHOWN ARE EXPRESSED IN CANADIAN CURRENCY

IT IS AGREED THAT: IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY STANDARD FORM S70000 AND ONLY WITH RESPECT TO THE ABOVE MENTIONED OPERATIONS. THE INSURANCE AS IS AFFORDED BY THIS EXTENSION DOES NOT INSURE LIABILITY ARISING OUT OF THE OPERATIONS OF THE ADDITIONAL INSURED OR ITS EMPLOYEES.

THE INSURANCE AFFORDED IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE APPLICABLE POLICY. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS ON THE HOLDER AND IMPOSES NO LIABILITY ON THE INSURER. THE INSURER WILL ENDEAVOUR TO MAIL TO THE HOLDER OF THIS CERTIFICATE ......30 .... DAYS WRITTEN NOTICE OF ANY MATERIAL CHANGE IN OR CANCELLATION OF THESE POLICIES, BUT ASSUMES NO RESPONSIBILITY FOR FAILURE TO DO SO.

DATE: September 22, 2014

Cal LeGrow Insurance Ltd
**CSIO CERTIFICATE OF INSURANCE**

**BROKER**

HUB International Atlantic

29 Duke Street
Saint John, NB

**INSURER'S FULL NAME AND MAILING ADDRESS**

Crosbie Engineering Limited
21 Mowas Place
P.O. Box 13235 Stn. A
St. John's, NL A1B 4A5

**COMPANIES AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>A</th>
<th>XL Design Professional</th>
</tr>
</thead>
</table>

**INSURED'S FULL NAME AND MAILING ADDRESS**

Crosbie Engineering Limited
21 Mowas Place
P.O. Box 13235 Stn. A
St. John's, NL A1B 4A5

**COVERAGES**

- **COMMERCIAL GENERAL LIABILITY**
  - CLAIMS MADE OR OCCURRENCE
    - PRODUCTS AND SERVICES
    - EMPLOYERS LIABILITY
    - CROSS LIABILITY
    - TENANTS LEGAL LIABILITY
    - NON-OWNED
    - Hired

- **POLLUTION LIABILITY EXTENSION**

- **AUTOMOBILE LIABILITY**
  - DESCRIBED AUTOMOBILES
  - ALL OWNED AUTOS
  - LEASED AUTOMOBILES

- **EXCESS LIABILITY**
  - UMBRELLA FORM
  - OTHER THAN UMBRELLA FORM

- **OTHER LIABILITY (SPECIFY)**
  - Professional Liability A: DPX9445102

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<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (YY/MMD)</th>
<th>POLICY EXPIRATION DATE (YY/MMD)</th>
<th>LIMITS OF LIABILITY</th>
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</thead>
</table>

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

- **LIMITS OF LIABILITY**

<table>
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<tr>
<th>TYPE OF INSURANCE</th>
<th>EACH OCCURRENCE</th>
<th>GENERAL AGGREGATE</th>
<th>PRODUCTS COMBINED</th>
<th>PERSONAL INJURY</th>
<th>TENANTS LEGAL LIABILITY</th>
<th>MED EXP (Any one person)</th>
<th>NON-OWNED AUTO</th>
<th>OPTIONAL POLLUTION LIABILITY EXTENSION</th>
<th>(For Occurrence)</th>
<th>(Aggregate)</th>
<th>PROPERTY DAMAGE</th>
</tr>
</thead>
</table>

**ADDITIONAL INSURED**

**CERTIFICATE HOLDER**

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail

- **DESCRIPTION OF OPERATIONS, LOCATION, AUTOMOBILES, SPECIAL ITEMS**

- **CERTIFICATE ISSUED AS CONFIRMATION OF COVERAGE.**

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

HUB International Atlantic Limited

**CERTIFICATEHOLDER**

Ellen Webster, CAIB

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

Ellen Webster, CAIB Broker

**FAX NUMBER**

**EMAIL ADDRESS**

**COMPANY**

HUB International Atlantic

**DATE**

14/09/12
CROSSBIE ENGINEERING LIMITED
P O BOX 13395, STATION A
ST. JOHN'S NL A1B 4A5

CLEARANCE FOR CONTRACT WORK ONLY - SECTION 120
CONFIRMATION NUMBER 0398082

TO: DEPT OF EDUCATION
RE: CROSSBIE ENGINEERING LIMITED
REQUEST PURPOSE: CONTRACT WORK - CURRENT YEAR

This confirms that the above referenced employer is in good standing with the Commission as of today's date for contract work. This clearance is provided for the purposes of Section 120 of the Act only, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

This clearance letter expires 45 days from the date of issue. If the contract work has not been completed by that date, we recommend that you request another clearance letter to protect your business from any potential assessment liability related to this employer.

If you have any questions, please call us at 709 778 2902 or you may use our toll free number 1 800 563 9000 (ext. 2902) if calling within Newfoundland and Labrador.

Sincerely,

ASSESSMENT SERVICES DEPARTMENT

To alter this document constitutes fraud
Hi Dean,

We need to assess the heating system. Is it included in the fees?

Tracy

---

Hi Tracey,

Please see attached our proposed electrical engineering fees for the above noted project.

Velda Dyke
Engineering Administrative Assistant

CROSBIE
ENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
c-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!
June 19, 2015

CEL Proposal No.: P15-2248

Ms. Tracey Chen, P. Eng.
Department of Education & Early Childhood Development
P.O. Box 8700
St. John's, NL A1B 4J6

Fax No.: (709) 729-1330

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We trust this meets with your approval. Should you have any questions or concerns, please do not hesitate to contact our office.

Regards,

CROSBIE ENGINEERING LIMITED

Dean Hopkins, CET
Principal
/vjd

Enc.: Insurance Certificates
WHSCC – Letter of Good Standing
Sovereign General Insurance Company
4th Floor, 1718 Argyle Street
Halifax, NS B3J 3N6

Certificate of Insurance

This is to certify to:

SNC-Lavalin Operations & Maintenance Inc.
304 The East Mall, Suite 900
Toronto, ON, M9B 6Z2

That the policy of insurance as herein described has been issued to the Insured named below and is in force at this time.

Name of Insured: Crosbie Engineering Limited
Address of Insured: PO Box 13295, Station A, St. John’s, NL, A1B 4A5
Location and Operations to which this Certificate applies: Engineering Firm – Proof of Insurance

<table>
<thead>
<tr>
<th>Kind of Policy</th>
<th>Policy Number</th>
<th>Expiry Date</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>SOV79546189</td>
<td>19 09 2015</td>
<td>$2,000,000 occurrence limit bodily injury and $2,000,000 aggregate property damage combined</td>
</tr>
<tr>
<td>(Except Automobile)</td>
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<tr>
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<tr>
<td>Completed Operations Excluded</td>
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<td></td>
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</tr>
<tr>
<td>Automobile Liability</td>
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<td>19 09 2015</td>
<td>$3,000,000 inclusive limit property damage combined</td>
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<tr>
<td>All Owned Autos</td>
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</tr>
<tr>
<td>Specific Vehicles Only</td>
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<tr>
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<td>Hired Vehicles</td>
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</tr>
<tr>
<td>Leased Vehicles</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: All Dollar values shown are expressed in Canadian currency

It is agreed that: is added as an additional insured, but only with respect to the above mentioned operations. The insurance as is afforded by this extension does not insure liability arising out of the operations of the additional insured or its employees.

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of this Certificate ......30 .... days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

Date: September 22, 2014

Cal LeGrow/Insurance Ltd.

AUTHORISED REPRESENTATIVE
Sovereign General Insurance Company
### CSIO CERTIFICATE OF INSURANCE

**BROKER**

HUB International Atlantic

29 Duke Street

Saint John, NB

**INSURED’S FULL NAME AND MAILING ADDRESS**

Crobbie Engineering Limited

21 Mews Place

P.O. Box 13295 Stn. A

St. John’s, NL A1B 4A5

**COMPANIES AFFORDING COVERAGE**

- **COMPANY A**
  - XL Design Professional

- **COMPANY B**

- **COMPANY C**

- **COMPANY D**

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance offered by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>COMPANY A</th>
<th>COMPANY B</th>
<th>COMPANY C</th>
<th>COMPANY D</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<tr>
<td>CLAIMS MADE</td>
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<td>EMPLOYER’S LIABILITY</td>
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<td>CROSS LIABILITY</td>
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<td>HIRED</td>
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<td>POLLUTION LIABILITY EXTENSION</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>UMBRELLA FORM</td>
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<tr>
<td>OTHER THAN UMBRELLA FORM</td>
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<tr>
<td>OTHER LIABILITY [SPECIFIED]</td>
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<tr>
<td>Professional Liability</td>
<td>A</td>
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</tbody>
</table>

**POLICY NUMBER**

DPX945102

**POLICY EFFECTIVE DATE (YY/MM/DD)**

14/08/25

**POLICY EXPIRATION DATE (YY/MM/DD)**

15/08/25

**LIMITS OF LIABILITY**

Each claim

1000000

Aggregate

1000000

**ADDITIONAL INSURED**

**CERTIFICATE HOLDER CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail days written notice to the certificate holder named in the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

HUB International Atlantic Limited

Ellen Webster, CAIB

**DATE**

14/09/12

**OP ID 92**

**CSR 92**
JUNE 19 2015

CROSIBIE ENGINEERING LIMITED
P O BOX 13295, STATION A
ST. JOHN'S NL A1B4A5

CLEARANCE FOR CONTRACT WORK ONLY - SECTION 120
CONFIRMATION NUMBER 0398082

TO: DEPT OF EDUCATION

RE: CROSIBIE ENGINEERING LIMITED

REQUEST PURPOSE: CONTRACT WORK - CURRENT YEAR

This confirms that the above referenced employer is in good standing with the Commission as of today's date for contract work. This clearance is provided for the purposes of Section 120 of the Act only, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

This clearance letter expires 45 days from the date of issue. If the contract work has not been completed by that date, we recommend that you request another clearance letter to protect your business from any potential assessment liability related to this employer.

If you have any questions, please call us at 709 778 2902 or you may use our toll free number 1 800 563 9000 (ext. 2902) if calling within Newfoundland and Labrador.

Sincerely,

ASSESSMENT SERVICES DEPARTMENT

To alter this document constitutes fraud
Hi Tracy,

Please see attached our additional engineering fee for the review and assessment of the heating systems for the schools.

Velda Dyke
Engineering Administrative Assistant
Crosbie Engineering LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!

From: Dean Hopkins [mailto:dhopkins@crosbieeng.com]
Sent: Monday, July 06, 2015 3:52 PM
To: Tracy Chen
Cc: File
Subject: Re: P15-2248 Electrical Assessments - 5 Schools

Tracy

It will be an additional $2,000 per school to review and assess the heating systems. Velda will follow up with a formal letter shortly.

Thanks
Dean

On Jul 6, 2015, at 12:16 PM, Chen, Tracy <TracyChen@gov.nl.ca> wrote:

Yes, please provide.
Tracy
From: Crosbie Engineering Dean [mailto:dhopkins@crosbieeng.com]
Sent: Monday, July 06, 2015 12:14 PM
To: Chen, Tracy; File
Subject: Re: P15-2248 Electrical Assessments - 5 Schools

No the heating system is not included. Do you want us to include and provide fees?

Dean

On Jul 6, 2015, at 12:08 PM, Chen, Tracy<TracyChen@gov.nl.ca> wrote:

Hi Dean,

We need to assess the heating system. Is it included in the fees?

Tracy

From: Velda Dyke [mailto:admin@crosbieeng.com]
Sent: Friday, June 19, 2015 10:36 AM
To: Chen, Tracy
Cc: 'Crosbie Engineering Dean'; 'Neil Cleary'
Subject: P15-2248 Electrical Assessments - 5 Schools

Hi Tracey,

Please see attached our proposed electrical engineering fees for the above noted project.

Velda Dyke
Engineering Administrative Assistant
<image001.jpg>
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

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<P15-2248 DOE Fee Proposal.pdf>
July 6, 2015

**CEL Proposal No.: P15-2248**

Ms. Tracey Chen, P. Eng.
Department of Education & Early Childhood Development
P.O. Box 8700
St. John’s, NL A1B 4J6

RE: Electrical Assessments – 5 Schools
(Roncalli High School, Avondale, St. Francis of Assisi, Outer Cove, Whitbourne Elementary, Frank Roberts Jr. High, Foxtrap and Vanier Elementary, St. John’s)

Thank you for giving us the opportunity to provide you with our services to carry out the electrical work associated with the above noted project.

Our additional engineering fee to review and assess the heating systems for the five schools listed above is $2,000.00/school. All fees quoted are exclusive of HST. Should our terms of reference change, we reserve the right to amend our fees accordingly.

We trust this meets with your approval. Should you have any questions or concerns, please do not hesitate to contact our office.

Regards,

**CROSBBIE ENGINEERING LIMITED**

Dean Hopkins, CET
Principal
\[\text{Vjd}\]
The $2000 includes expenses

Dean

On Jul 8, 2015, at 3:27 PM, Chen, Tracy <TracyChen@gov.nl.ca> wrote:

Hi Dean,

Is the $2,000 including expenses or the expenses already included in the original fee proposal?

Tracy

On Jul 6, 2015, at 12:16 PM, Chen, Tracy <TracyChen@gov.nl.ca> wrote:

Yes, please provide.

Tracy

No the heating system is not included. Do you want us to include and provide fees?

Dean
On Jul 6, 2015, at 12:08 PM, Chen, Tracy <TracyChen@gov.nl.ca> wrote:

Hi Dean,

We need to assess the heating system. Is it included in the fees?

Tracy

From: Velda Dyke [mailto:admin@crosbieeng.com]
Sent: Friday, June 19, 2015 10:36 AM
To: Chen, Tracy
Cc: 'Crosbie Engineering Dean'; 'Neil Cleary'
Subject: P15-2248 Electrical Assessments - 5 Schools

Hi Tracey,

Please see attached our proposed electrical engineering fees for the above noted project.

Velda Dyke
Engineering Administrative Assistant
<image001.jpg>
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
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<P15-2248 DOE Fee Proposal.pdf>
Hi Dean,

Can you revise your schedule based on starting the work at August 1?

Thanks,
Tracy

---

From: Velda Dyke [mailto:admin@crosbieeng.com]
Sent: Friday, June 19, 2015 10:36 AM
To: Chen, Tracy
Cc: 'Crosbie Engineering Dean'; 'Neil Cleary'
Subject: P15-2248 Electrical Assessments - 5 Schools

Hi Tracey,

Please see attached our proposed electrical engineering fees for the above noted project.

Velda Dyke
Engineering Administrative Assistant
CROSIE ENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!
June 19, 2015

**CEL Proposal No.: P15-2248**

Ms. Tracey Chen, P. Eng.
Department of Education & Early Childhood Development
P.O. Box 8700
St. John's, NL A1B 4J6

Fax No.: (709) 729-1330

RE: Electrical Assessments – 5 Schools
(Roncalli High School, Avondale, St. Francis of Assisi, Outer Cove, Whitbourne Elementary, Frank Roberts Jr. High, Foxtrap and Vanier Elementary, St. John’s)

Thank you for giving us the opportunity to provide you with our services to carry out the electrical work associated with the above noted project. We have engaged the services of Newfoundland Electrical Ltd. to assist us in the electrical assessments.

Our engineering fees will be billed at the below per diem rates, plus expenses at government rates and polices, but will not exceed the maximum upset limit as noted below per school.

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>FEES</th>
<th>EXPENSES</th>
<th>TOTAL COST</th>
<th>COMPLETION SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roncalli High School</td>
<td>$5,295.00</td>
<td>$500.00</td>
<td>$5,795.00</td>
<td>June 25, 2015</td>
</tr>
<tr>
<td>St. Francis of Assisi</td>
<td>$4,660.00</td>
<td>$500.00</td>
<td>$5,160.00</td>
<td>July 2, 2015</td>
</tr>
<tr>
<td>Whitbourne Elementary</td>
<td>$5,525.00</td>
<td>$500.00</td>
<td>$6,025.00</td>
<td>July 9, 2015</td>
</tr>
<tr>
<td>Frank Roberts Jr. High</td>
<td>$5,295.00</td>
<td>$500.00</td>
<td>$5,795.00</td>
<td>July 13, 2015</td>
</tr>
<tr>
<td>Vanier Elementary</td>
<td>$4,660.00</td>
<td>$500.00</td>
<td>$5,160.00</td>
<td>July 16, 2015</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$25,435.00</strong></td>
<td><strong>$2,500.00</strong></td>
<td><strong>$27,935.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**PER DIEM RATES**

- Engineer: $160.00/hr.
- Journeyman Electrician: $80.00/hr.
- Technologist: $80.00/hr.
- Clerical: $50.00/hr.

All fees quoted are exclusive of HST. Should our terms of reference change, we reserve the right to amend our fees accordingly.
RE: Electrical Assessments – 5 Schools
(Roncalli High School, Avondale, St. Francis of Assisi, Outer Cove, Whitbourne Elementary, Frank Roberts Jr. High, Foxtrap and Vanier Elementary, St. John’s)

We trust this meets with your approval. Should you have any questions or concerns, please do not hesitate to contact our office.

Regards,

CROSBIE ENGINEERING LIMITED

Dean Hopkins, CET
Principal
/vjd

Enc.: Insurance Certificates
WHSCC – Letter of Good Standing
SOVEREIGN GENERAL INSURANCE COMPANY
4Th Floor, 1718 Argyle Street
HALIFAX, NS B3J 3N6

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

SNC-Lavalin Operations & Maintenance Inc.
304 The East Mall, Suite 900
Toronto, ON, M9B 6E2

that the policy of insurance as herein described has been issued to the Insured named below and is in force at this time.

Name of Insured: Crosbie Engineering Limited
Address of Insured: PO Box 13295, Station A, St. John's, NL, A1B 4A5
Location and Operations to which this Certificate applies: Engineering Firm – Proof of Insurance

<table>
<thead>
<tr>
<th>KIND OF POLICY</th>
<th>POLICY NUMBER</th>
<th>EXPIRY DATE</th>
<th>LIMIT OF LIABILITY</th>
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</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY (EXCEPT AUTOMOBILE)</td>
<td>SOV79546189</td>
<td>19 09 2015</td>
<td>$2,000,000 OCCURRENCE LIMIT BODILY INJURY AND $2,000,000 AGGREGATE PROPERTY DAMAGE COMBINED</td>
</tr>
<tr>
<td>PRODUCTS INCLUDED [X] AND/OR COMPLETED OPERATIONS EXCLUDED</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>SOV79546189</td>
<td>19 09 2015</td>
<td>$2,000,000 OCCURRENCE LIMIT BODILY INJURY AND $2,000,000 AGGREGATE PROPERTY DAMAGE COMBINED</td>
</tr>
<tr>
<td>ALL OWNED AUTOS</td>
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<tr>
<td>SPECIFIC VEHICLES ONLY</td>
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<tr>
<td>STANDARD NON-OWNED [X]</td>
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<td>HIRED VEHICLES</td>
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<td>LEASED VEHICLES</td>
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<tr>
<td>OTHER (DESCRIBE)</td>
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</table>

NOTE: ALL DOLLAR VALUES SHOWN ARE EXPRESSED IN CANADIAN CURRENCY

IT IS AGREED THAT ☐ IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY STANDARD FORM S70000 AND ONLY WITH RESPECT TO THE ABOVE MENTIONED OPERATIONS. THE INSURANCE AS IS AFFORDED BY THIS EXTENSION DOES NOT INSURE LIABILITY ARISING OUT OF THE OPERATIONS OF THE ADDITIONAL INSURED OR ITS EMPLOYEES.

THE INSURANCE AFFORDED IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE APPLICABLE POLICY. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE HOLDER AND IMPOSES NO LIABILITY ON THE INSURER. THE INSURER WILL ENDEAVOR TO MAIL TO THE HOLDER OF THIS CERTIFICATE ......30 ... DAYS WRITTEN NOTICE OF ANY MATERIAL CHANGE IN OR CANCELLATION OF THESE POLICIES, BUT ASSUMES NO RESPONSIBILITY FOR FAILURE TO DO SO.

DATE: September 22, 2014

Cal LeGrew Insurance Ltd
AUTHORIZED REPRESENTATIVE
SOVEREIGN GENERAL INSURANCE COMPANY
CSIO CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confer no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>ELLI Design Professional</th>
</tr>
</thead>
</table>

29 Duke Street
Saint John, NB

CROSBE-1

INSURED'S FULL NAME AND MAILING ADDRESS
Crosbie Engineering Limited
21 Mews Place
P.O. Box 13295 Stn. A
St. John's, NL A1B 4A5

COMMERICAL GENERAL LIABILITY
CLAIMS MADE OR OCCURRENCE
PRODUCTS AND OR COMPLETED OPERATIONS
EMPLOYER'S LIABILITY
CROSS LIABILITY
TENANTS LEGAL LIABILITY
NON-OWNED HIRED
POLLUTION LIABILITY EXTENSION

AUTOMOBILE LIABILITY
DESCRIBED AUTOMOBILES
ALL OWNED AUTOS
LEASED AUTOMOBILES

EXCESS LIABILITY
UMBRELLA FORM
OTHER THAN UMBRELLA FORM

OTHER LIABILITY (SPECIFY)
Professional Liability

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<thead>
<tr>
<th>TYPE OF INSURANCE</th>
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<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (TTMMDD)</th>
<th>POLICY EXPIRATION DATE (TTMMDD)</th>
<th>LIMITS OF LIABILITY</th>
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<tr>
<td>OTHER THAN UMBRELLA FORM</td>
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</tr>
</tbody>
</table>

Print Name Including Position Held
Ellen Webster, CAIB
Broker

Signature of Authorized Representative

Certificate issued as confirmation of coverage.

DESCRIPTION OF OPERATIONS, LOCATIONS, AUTOMOBILES, SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail -- days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

HUB International Atlantic Limited
Ellen Webster, CAIB
Broker

FAX NUMBER

DATE

OP ID 92

CSR 92
CROSBIE ENGINEERING LIMITED
P.O. BOX 13295, STATION A
ST. JOHN'S NL A1B 4A5

CLEARANCE FOR CONTRACT WORK ONLY - SECTION 120
CONFIRMATION NUMBER 0398082

TO: DEPT OF EDUCATION

RE: CROSBIE ENGINEERING LIMITED

REQUEST PURPOSE: CONTRACT WORK - CURRENT YEAR

This confirms that the above referenced employer is in good standing with the Commission as of today's date for contract work. This clearance is provided for the purposes of Section 120 of the Act only, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

This clearance letter expires 45 days from the date of issue. If the contract work has not been completed by that date, we recommend that you request another clearance letter to protect your business from any potential assessment liability related to this employer.

If you have any questions, please call us at 709 778 2902 or you may use our toll free number 1 800 563 9000 (ext. 2902) if calling within Newfoundland and Labrador.

Sincerely,

ASSESSMENT SERVICES DEPARTMENT

To alter this document constitutes fraud
Hi Tracey

Please see attached

Thanks
Dean

Hi Dean,

Can you revise your schedule based on starting the work at August 1?

Thanks,
Tracy

Hi Tracey,

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Velda Dyke
Engineering Administrative Assistant

CROSBI
ENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St John's, NL. A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

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July 21, 2015

CEL Proposal No.: P15-2248

Ms. Tracey Chen, P. Eng.
Department of Education & Early Childhood Development
P.O. Box 8700
St. John’s, NL A1B 4J6

Fax No.: (709) 729-1330

RE: Electrical Assessments – 5 Schools
(Roncalli High School, Avondale, St. Francis of Assisi, Outer Cove, Whitbourne Elementary, Frank Roberts Jr. High, Foxtrop and Vanier Elementary, St. John’s)

Thank you for giving us the opportunity to provide you with our services to carry out the electrical work associated with the above noted project. We have engaged the services of Newfoundland Electrical Ltd. to assist us in the electrical assessments.

Our engineering fees will be billed at the below per diem rates, plus expenses at government rates and polices, but will not exceed the maximum upset limit as noted below per school.

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>FEES</th>
<th>EXPENSES</th>
<th>TOTAL COST</th>
<th>COMPLETION SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roncalli High School</td>
<td>$5,295.00</td>
<td>$500.00</td>
<td>$5,795.00</td>
<td>August 7, 2015</td>
</tr>
<tr>
<td>St. Francis of Assisi</td>
<td>$4,660.00</td>
<td>$500.00</td>
<td>$5,160.00</td>
<td>August 14, 2015</td>
</tr>
<tr>
<td>Whitbourne Elementary</td>
<td>$5,525.00</td>
<td>$500.00</td>
<td>$6,025.00</td>
<td>August 21, 2015</td>
</tr>
<tr>
<td>Frank Roberts Jr. High</td>
<td>$5,295.00</td>
<td>$500.00</td>
<td>$5,795.00</td>
<td>August 28, 2015</td>
</tr>
<tr>
<td>Vanier Elementary</td>
<td>$4,660.00</td>
<td>$500.00</td>
<td>$5,160.00</td>
<td>August 28, 2015</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$25,435.00</strong></td>
<td><strong>$2,500.00</strong></td>
<td><strong>$27,935.00</strong></td>
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</tbody>
</table>

**PER DIEM RATES**

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td>$160.00/hr.</td>
</tr>
<tr>
<td>Journeyman Electrician</td>
<td>$80.00/hr.</td>
</tr>
<tr>
<td>Technologist</td>
<td>$80.00/hr.</td>
</tr>
<tr>
<td>Clerical</td>
<td>$50.00/hr.</td>
</tr>
</tbody>
</table>

All fees quoted are exclusive of HST. Should our terms of reference change, we reserve the right to amend our fees accordingly.
RE: Electrical Assessments – 5 Schools
(Roncalli High School, Avondale, St. Francis of Assisi, Outer Cove, Whitbourne Elementary, Frank Roberts Jr. High, Foxtrap and Vanier Elementary, St. John's)

We trust this meets with your approval. Should you have any questions or concerns, please do not hesitate to contact our office.

Regards,

CROSBIE ENGINEERING LIMITED

Dean Hopkins, CET
Principal
/vjd

Enc.: Insurance Certificates
       WHSCC – Letter of Good Standing
Discovery - Education and Early Childhood Development

From: Chen, Tracy  
Sent: Tuesday, July 21, 2015 4:09 PM  
To: 'Dean Hopkins'  
Subject: RE: P15-2248 Electrical Assessments - 5 Schools

Thanks.

From: Dean Hopkins [mailto:dhopkins@crosbieeng.com]  
Sent: Tuesday, July 21, 2015 4:08 PM  
To: Chen, Tracy  
Cc: File  
Subject: RE: P15-2248 Electrical Assessments - 5 Schools

Hi Tracey

Please see attached

Thanks
Dean

From: Chen, Tracy [mailto:TracyChen@gov.nl.ca]  
Sent: Tuesday, July 21, 2015 3:50 PM  
To: Dean Hopkins  
Subject: RE: P15-2248 Electrical Assessments - 5 Schools

Hi Dean,

Can you revise your schedule based on starting the work at August 1?

Thanks,
Tracy

From: Velda Dyke [mailto:admin@crosbieeng.com]  
Sent: Friday, June 19, 2015 10:36 AM  
To: Chen, Tracy  
Cc: 'Crosbie Engineering Dean'; 'Neil Cleary'  
Subject: P15-2248 Electrical Assessments - 5 Schools

Hi Tracey,

Please see attached our proposed electrical engineering fees for the above noted project.

Velda Dyke
Engineering Administrative Assistant
CROSBIE ENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's. NL A1B 4A5
Please consider the environment before printing this email. Thank you!

“This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender.”
Hi Dean,

Your fee for above noted project has been approved. Please review attached PCA and fill out the required information, and send it back to me for final review before signature.

Let me know if you have any questions.

Thanks,

Tracy

Tracy Chen, P.Eng., PMP | Project Manager
Department of Education and Early Childhood Development
709-729-5587 (t) | 709-729-1400 (f)
tracychen@gov.nl.ca
STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND PRIME CONSULTANT

Electrical Assessments for Five Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John’s

EECD Project #: NLESD15001
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this day of August 17, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Education.

(“the Client”)

AND: Crobbie Engineering Ltd.

(“the Prime Consultant”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions

In addition to the terms defined in the Special Terms and Conditions attached as Schedule “B”, (if any), and the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

a. “Contract Documents” shall mean and include:

i. This head agreement (the “Head Agreement”);
ii. The Scope of Work attached as Schedule “A”;
iii. The Special Terms and Conditions attached as Schedule “B”;
iv. The General Terms and Conditions attached as Schedule “C”;
and

b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Prime Consultant’s Work

The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the “Work”).

III. Entire Agreement

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing.
and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. **Representations and Warranties**

The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. **Start and Completion Date**

The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** Insert
- **Completion Date:** Insert

VII. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.
HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Minister of Education and Early Childhood Development, or his/her authorized designate

SNC-Lavalin Inc.

Name: Insert
Date: Insert

Name: Insert
Date: Insert
**SCHEDULE “A”**

**SCOPE OF WORK**
**BETWEEN PRIME CONSULTANT AND CLIENT**

**INDEX**

<table>
<thead>
<tr>
<th>Part 1</th>
<th>DEFINITIONS</th>
<th>Part 2</th>
<th>RESPONSIBILITIES</th>
<th>Part 3</th>
<th>GENERAL REQUIREMENTS</th>
<th>Part 4</th>
<th>BASIS OF PAYMENT SCHEDULE</th>
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</tr>
</tbody>
</table>

Schedule I............. Project Description
Schedule II............. Basic and other Additional Services Fees
Schedule III............. Additional Reimbursement Allowances
Schedule IV............. Schedule of the Performance of Consultant Services
Schedule V............. Other Conditions of Services
PART 1  DEFINITIONS

1.1 Project Budget Forecast: means the Client’s estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees and acquisition costs.

1.2 Construction Budget Forecast: means the Client’s estimated Construction Cost including contingencies for cost increases.

1.3 Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.

1.4 Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.

1.5 Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.

1.6 Project Management Design Administration Manual (PMDA Manual): a manual developed and maintained by the Department of Transportation and Works, Works Branch, for the purpose of presenting standards, guidelines and instructions for the delivery of building projects administered by the Works Branch. Unless otherwise agreed between the parties, the version published on the date of this Contract shall be the version applicable to this Contract.

1.7 Additional Services: means Consulting Services provided that are additional to the Basic Services.

1.8 Basic Services: means Consulting Services as outlined in the PMDA Manual.

1.9 Cost Control Services: means a service to monitor and advice on Project Budget and Construction Budget Forecasts.

1.10 Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

1.11 Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

1.12 Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
PART 2

RESPONSIBILITIES

2.1 PRIME CONSULTANT

.1 The Prime Consultant's services consist of Basic Services and Additional Services which may be required to perform the Work. The phases of the Prime Consultant's Basic Services, and Additional Services are listed on Schedule II, and further elaborated in the Project Management and Design Administration (PMDA) Manual of the Department of Transportation and Works.

.2 The Prime Consultant's services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and sub consultant's work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client's requirements, as outlined in the PMDA Manual.

.3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Client's tendering and contract procedures and administrative practices will be followed in the performance of this phase, as outlined in the PMDA Manual.

.4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant's service shall be based upon either full responsibility or partial responsibility.

.1 Full Responsibility

.1 As outlined in the PMDA Manual, services provided under full responsibility include assessing construction work carried out on or in relation to the project and offering an opinion as to whether or not the construction of the project is in accordance with the contract documents prepared by the Prime Consultant.

.2 Partial Service

.1 The scope of this partial service is to be outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.

.5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings as outlined in the PMDA Manual, and advice concerning issues arising during this period.

.6 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant, as outlined in the PMDA Manual.

.7 The following schedules apply:

Schedule I - Project Description
Schedule II - Basic and Other Additional Services Fees
Schedule III - Additional Reimbursable Allowances
Schedule IV - Other Conditions of Services
2.2 CLIENT’S RESPONSIBILITIES

.1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client’s decisions, in a reasonable and timely manner.

.2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.

.3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.

.4 The Client may provide information regarding the project including: a program, which shall set forth the Client’s spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

.5 The Client will provide the Prime Consultant with a Project Budget Forecast.

.6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, hazardous material surveys.

.7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

.8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the sub-consultant(s) performing the work under the direction of the Prime Consultant.

.9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

The Prime Consultant will provide the Client with a list of its employees and those of its sub-consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of key employees, changes in the numbers of key employees or changes to rates of key employees assigned to the project.
3.2 SCHEDULE

.1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule “IV” hereto. The schedule shall incorporate all major design milestones as presented in the PMDA Manual.

.2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

.3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 COST CONTROL

.1 The Prime Consultant shall provide Cost Control Services in accordance with PMDA Manual.

.2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant’s expense to bring the cost estimate within the approved Project Budget Forecast.

.3 If the preferred bidder’s tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant’s control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

.1 Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.

.2 The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.

.3 Any increases in the fees payable caused by a material changes or other changes shall be communicated by the Prime Consultant in writing to the Client
prior to incurring such costs to permit the Client to mitigate the amount of increased costs.

3.5 ERRORS AND OMISSIONS

.1 Any costs resulting from design errors on the part of the Prime Consultant, sub-consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any sub-consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a sub-consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services, done by sub-consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of sub-consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to take such steps as the Client deems to be appropriate, to ensure that any sub-consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such sub-consultant.

.2 Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

.1 The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.

.2 The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.

.3 Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client, that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.

.4 If the Prime Consultant does not promptly and diligently comply with or fails to meet the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client’s rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.
3.7 INSURANCE COVERAGE

.1 The Prime Consultant shall supply written proof of:

.1 Professional liability insurance coverage equal or greater than $250,000 per claim, $500,000 in aggregate for projects under $2 million construction value or $500,000 per claim, $1,000,000 aggregate for projects over $2 million. The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant’s Insurer. This Insurance shall remain in effect until the expiry of the general contractor’s one year warranty on the project.

.2 Commercial liability insurance acceptable to the Client with a minimum limit of $1,000,000.

.2 The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

PART 4 BASIS OF PAYMENT SCHEDULE

4.1 The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or on the basis of approved level of effort at agreed per diem rates.

4.2 The Client will pay for Basic Services on the basis of the agreed fixed fee. The Client’s Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.

4.3 The fee for Basic Services will be apportioned to the phases of service as outlined in Schedule II - “Basic Services and Other Additional Services’ Fees”.

4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.

4.5 The Client will pay for resident services during construction, when requested based on an agreed fixed fee amount. The fee amount is to include all payroll costs, site-related expenses and allowances as agreed.

4.6 The Client will pay for construction management services when requested on the basis of the level of effort required during project implementation based on an agreed fixed fee.

4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in the PMDA Manual.

4.8 The Client will pay for day-to-day routine expenses such as, long distance charges, reproduction costs, client presentations and submissions, original contract documents (hardcopy), courier services, travel over 50 km from office on an agreed fixed amount, All routine expenses to be charged at cost. Meals, Private Vehicle usage, and incidental expense are to be paid on the basis of Government Rates at time of this Agreement.

4.9 The Client will pay for Additional Reimbursable Allowances as provided for in
Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.
SCHEDULE I
PROJECT DESCRIPTION

(Insert)
SCHEDULE II

BASIC AND OTHER ADDITIONAL SERVICES FEES

- Electrical Assessments (5 schools) $Insert
- Design Development
  - Contract Documents $
  - Regulatory Submissions $
  - Tendering & Contract Award $
  - Contract Administration & Resident inspections $
    Partial Responsibility $
- Project Completion Phase and Project Record Drawings $
- Other Additional Services:
  - Certify installation of Fall Arrest System $
- Prime Consultant Project Expenses
  for Above Services (Including Travel Time) $

TOTAL BASIC AND OTHER SERVICES FEES $

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE
(From Schedule III) $

TOTAL SERVICE FEE
(Total Schedule II + III) $

Note: Schedule III “Additional Reimbursable Allowances”
SCHEDULE III
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

- Site Surveys $
- Geotechnical Investigations $
- Materials Testing $
- Travel Expenses $
- Office Expenses $

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES $
SCHEDULE IV
SCHEDULE OF THE PERFORMANCE OF CONSULTANT SERVICES

(Insert)
SCHEDULE V
OTHER CONDITIONS OF SERVICES
SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the Department of Justice of the Government of Newfoundland and Labrador (the "Department of Justice") and the Deputy Minister of the Department requesting the Work (the "Deputy Minister"). These Special Terms and Conditions shall not be of any effect unless initialed by both a lawyer assigned by the Department of Justice and the Deputy Minister.

Margaret Gillies, Q.C., General Counsel

Janet Vivian-Walsh, Deputy Minister

The Special Terms and Conditions of this Agreement are follows:

As per the Contract terms contained herein

OR

1. No Special Terms and Conditions

Department of Justice

Deputy Minister
SCHEDULE “C”

GENERAL TERMS AND CONDITIONS

INDEX

Article 1. PAYMENT ................................................................. 20
Article 2. INFORMATION SUPPLIED BY THE CLIENT .................... 22
Article 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT .......... 22
Article 4. EMPLOYEES OF THE CONSULTANT ............................ 26
Article 5. ACCESS TO FACILITIES ............................................... 26
Article 6. RECORDS AND AUDIT ............................................... 26
Article 7. TERMINATION ............................................................ 27
Article 8. NOTICES ................................................................. 27
Article 9. LIABILITY ................................................................. 28
Article 10. COMPLIANCE WITH LAW .......................................... 28
Article 11. ARBITRATION ........................................................... 28
Article 12. LAWS GOVERNING .................................................... 29
Article 13. USE OF WORK .......................................................... 29
Article 14. CONFLICT OF INTEREST ........................................... 29
Article 15. SUBCONTRACTORS .................................................... 30
Article 16. GENERAL .............................................................. 30
SCHEDULE “C”

GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, thirty-seven thousand nine hundred thirty-five dollars ($37,935.00) (plus HST) in accordance with the following payment schedule:

(i) Periodic payments – payments paid monthly proportional with the amount of work completed to date.

Payment Option #2 Not Applicable

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) Person / Professional Designation – Hourly Rate

Payment Option #3 Not Applicable

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, $insert Absolute Limit on Cost of Services (plus HST).

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Prime Consultant’s expenses pursuant to this Agreement shall be made in accordance with either Option A or B below.

Reimbursement Option A
(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:

(i) Insert Specific Reimbursable Items

(b) All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower then the actual costs incurred by the Prime Consultant.

Reimbursement Option B Not Applicable

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(b) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL 1990 c. F-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(c) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.

(d) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

(e) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
(f) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.

(g) The Prime Consultant shall submit invoices to:

Department of Education and Early Childhood Development  
Design and Construction Division  
3rd Floor, West Block, Confed. Building  
St. John's, NL A1B 4J6

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work.

2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

3.1 For the purposes of this Article “Confidential Information” means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(c) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL 2002 c. A-1.1, to mean recorded information about an identifiable individual, including,

(i) the individual's name, address or telephone number,
(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,

(v) the individual's fingerprints, blood type or inheritable characteristics,

(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or

(ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.
3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client’s right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant’s remedies against the Client for the Client’s breaches under this Agreement do not include the right to deprive the Client of access to the Client’s information in the Prime Consultant’s possession.

3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant’s employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant’s privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.

3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant’s employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005, c. M-1.01, and the Privacy Act, RSNL1990 c. P-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant’s operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant’s employees, servants and/or agents.

3.7 The Prime Consultant shall ensure that it, and the Prime Consultant’s employees, servants and/or agents have in place and follow the appropriate
systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant’s own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant’s employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in the Prime Consultant’s security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client’s consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “D”, unless otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule “D” as may be provided to the Prime Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule “D” and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant’s employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “D”.

3.9 The Prime Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client’s information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in
investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/info/privacybreach.html

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

4.1 The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.

4.2 The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

5.1 The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.

5.2 When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 6. RECORDS AND AUDIT

6.1 The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
6.2 The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

7.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.

7.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

7.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

8.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Tracy Chen, P.Eng.
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confederation Building
St. John’s, NL A1B 4J6
Phone: (709) 729-5587
Fax: (709) 729-1400
Email: tracychen@gov.nl.ca

For the Prime Consultant:

Crosbie Engineering Ltd.
21 Mews Place, 2nd Floor
P.O. Box 13295, Stn “A”
St. John’s, NL A1B 4A5
Phone: (709) 754-1911
Fax: (709) 754-1960
Email: dhopkins@crosbieeng.com

8.2 Notices, requests or documents shall be deemed to have been received by the addressee as follows:
(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant’s Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client’s Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any sub-consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant’s Representatives in the performance of the Work.

Article - 11. ARBITRATION

11.1 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall
first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

11.2 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.

11.3 Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 c. A-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

13.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

13.2 With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

14.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

14.2 The Prime Consultant and the Prime Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;

(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUBCONTRACTORS

15.1 The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client, which consent will not be unreasonably withheld.

15.2 The entry into any subcontract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

16.1 Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

16.2 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

16.3 Time shall be of the essence of this Agreement.

16.4 The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

16.5 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

16.6 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.7 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

16.8 The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.
The Prime Consultant should confirm with the Client whether the Prime Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- Where a Prime Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  
  ○ Share personal computer drives or folders on a computer accessing the network; or

  ○ Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's sub-consultants that is of a non confidential nature need not be encrypted.
Hi Tracey,

Please see attached completed PCA for the above noted project. Please note Dean added extra cost for expenses. If you approve of these additional expenses, page 20 of the PCA is to be updated.

Regards,

Velda Dyke
Engineering Administrative Assistant

CROSIE ENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!

From: Dean Hopkins [mailto:dhopkins@crosbieeng.com]
Sent: Tuesday, August 18, 2015 10:35 AM
To: File
Subject: FW: PCA - Electrical Assessments for 5 Schools
Thanks,
Tracy

Tracy Chen, P.Eng., PMP | Project Manager
Department of Education and Early Childhood Development:
709-729-5587 (t) | 709-729-1400 (f)
tracychen@gov.nf.ca

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STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND PRIME CONSULTANT

Electrical Assessments for Five Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John’s

EECD Project #: NLESD15001
AGREEMENT

THIS AGREEMENT made at St. John’s, in the Province of Newfoundland and Labrador, on this day of August 17, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Education.

("the Client")

AND: Crosbie Engineering Ltd.

("the Prime Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions

In addition to the terms defined in the Special Terms and Conditions attached as Schedule “B”, (if any), and the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

a. “Contract Documents” shall mean and include:
   i. This head agreement (the “Head Agreement”);
   ii. The Scope of Work attached as Schedule “A”;
   iii. The Special Terms and Conditions attached as Schedule “B”;
   iv. The General Terms and Conditions attached as Schedule “C”; and

b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Prime Consultant’s Work

The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the "Work").

III. Entire Agreement

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing.
and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. **Representations and Warranties**

The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. **Start and Completion Date**

The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** August 31, 2015
- **Completion Date:** September 30, 2015

VII. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.
HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Minister of Education and Early Childhood Development, or his/her authorized designate

Crosbie Engineering Limited

Name: Dean Hopkins
Date: August 18, 2015

Name: Neil Cleary
Date: August 18, 2015
SCHEDULE "A"

SCOPE OF WORK
BETWEEN PRIME CONSULTANT AND CLIENT

INDEX

Part 1 DEFINITIONS .................................................................................................................. 6
Part 2 RESPONSIBILITIES ........................................................................................................ 7
Part 3 GENERAL REQUIREMENTS .......................................................................................... 8
Part 4 BASIS OF PAYMENT SCHEDULE .................................................................................. 11

Schedule I..............Project Description
Schedule II.............Basic and other Additional Services Fees
Schedule III...........Additional Reimbursement Allowances
Schedule IV..........Schedule of the Performance of Consultant Services
Schedule V............Other Conditions of Services
PART 1 DEFINITIONS

1.1 Project Budget Forecast: means the Client’s estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees and acquisition costs.

1.2 Construction Budget Forecast: means the Client’s estimated Construction Cost including contingencies for cost increases.

1.3 Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.

1.4 Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.

1.5 Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.

1.6 Project Management Design Administration Manual (PMDA Manual): a manual developed and maintained by the Department of Transportation and Works, Works Branch, for the purpose of presenting standards, guidelines and instructions for the delivery of building projects administered by the Works Branch. Unless otherwise agreed between the parties, the version published on the date of this Contract shall be the version applicable to this Contract.

1.7 Additional Services: means Consulting Services provided that are additional to the Basic Services.

1.8 Basic Services: means Consulting Services as outlined in the PMDA Manual.

1.9 Cost Control Services: means a service to monitor and advice on Project Budget and Construction Budget Forecasts.

1.10 Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

1.11 Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

1.12 Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
PART 2  RESPONSIBILITIES

2.1  PRIME CONSULTANT

.1  The Prime Consultant’s services consist of Basic Services and Additional Services which may be required to perform the Work. The phases of the Prime Consultant’s Basic Services, and Additional Services are listed on Schedule II, and further elaborated in the Project Management and Design Administration (PMDA) Manual of the Department of Transportation and Works.

.2  The Prime Consultant’s services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and sub consultant’s work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client’s requirements, as outlined in the PMDA Manual.

.3  During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Client’s tendering and contract procedures and administrative practices will be followed in the performance of this phase, as outlined in the PMDA Manual.

.4  The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant’s service shall be based upon either full responsibility or partial responsibility.

   .1  Full Responsibility
   .1  As outlined in the PMDA Manual, services provided under full responsibility include assessing construction work carried out on or in relation to the project and offering an opinion as to whether or not the construction of the project is in accordance with the contract documents prepared by the Prime Consultant.

   .2  Partial Service
   .1  The scope of this partial service is to be outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.

.5  The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings as outlined in the PMDA Manual, and advice concerning issues arising during this period.

.6  Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant, as outlined in the PMDA Manual.

.7  The following schedules apply:
   Schedule I - Project Description
   Schedule II - Basic and Other Additional Services Fees
   Schedule III - Additional Reimbursable Allowances
   Schedule IV - Other Conditions of Services
2.2 CLIENT'S RESPONSIBILITIES

.1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.

.2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.

.3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.

.4 The Client may provide information regarding the project including: a program, which shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

.5 The Client will provide the Prime Consultant with a Project Budget Forecast.

.6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, hazardous material surveys.

.7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

.8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the sub-consultant(s) performing the work under the direction of the Prime Consultant.

.9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

The Prime Consultant will provide the Client with a list of its employees and those of its sub-consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of key employees, changes in the numbers of key employees or changes to rates of key employees assigned to the project.
3.2 SCHEDULE

.1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule "IV" hereto. The schedule shall incorporate all major design milestones as presented in the PMDA Manual.

.2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

.3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 COST CONTROL

.1 The Prime Consultant shall provide Cost Control Services in accordance with PMDA Manual.

.2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant's expense to bring the cost estimate within the approved Project Budget Forecast.

.3 If the preferred bidder's tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant's control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

.1 Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.

.2 The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.

.3 Any increases in the fees payable caused by a material changes or other changes shall be communicated by the Prime Consultant in writing to the Client.
prior to incurring such costs to permit the Client to mitigate the amount of increased costs.

3.5 ERRORS AND OMISSIONS

.1 Any costs resulting from design errors on the part of the Prime Consultant, sub-consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any sub-consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a sub-consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by sub-consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of sub-consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to takes such steps as the Client deems to be appropriate, to ensure that any sub-consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such sub-consultant.

.2 Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

.1 The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.

.2 The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.

.3 Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client, that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.

.4 If the Prime Consultant does not promptly and diligently comply with or fails to meet the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client's rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.
3.7 INSURANCE COVERAGE

.1 The Prime Consultant shall supply written proof of:

.1 Professional liability insurance coverage equal or greater than $250,000 per claim, $500,000 in aggregate for projects under $2 million construction value or $50,000 per claim, $1,000,000 aggregate for projects over $2 million. The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant's Insurer. This Insurance shall remain in effect until the expiry of the general contractor's one year warranty on the project.

.2 Commercial liability insurance acceptable to the Client with a minimum limit of $1,000,000.

.2 The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

PART 4 BASIS OF PAYMENT SCHEDULE

4.1 The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or on the basis of approved level of effort at agreed per diem rates.

4.2 The Client will pay for Basic Services on the basis of the agreed fixed fee. The Client's Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.

4.3 The fee for Basic Services will be apportioned to the phases of service as outlined in Schedule II - “Basic Services and Other Additional Services’ Fees”.

4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.

4.5 The Client will pay for resident services during construction, when requested based on an agreed fixed fee amount. The fee amount is to include all payroll costs, site-related expenses and allowances as agreed.

4.6 The Client will pay for construction management services when requested on the basis of the level of effort required during project implementation based on an agreed fixed fee.

4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in the PMDA Manual.

4.8 The Client will pay for day-to-day routine expenses such as; long distance charges, reproduction costs, client presentations and submissions, original contract documents (hardcopy), courier services, travel over 50 km from office on an agreed fixed amount. All routine expenses to be charged at cost. Meals, Private Vehicle usage, and incidental expense are to be paid on the basis of Government Rates at time of this Agreement.

4.9 The Client will pay for Additional Reimbursable Allowances as provided for in
Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.
SCHEDULE I
PROJECT DESCRIPTION

Electrical Assessments of Five (5) Schools

Roncalli High, Avondale
St. Francis of Assisi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John's
SCHEDULE II
BASIC AND OTHER ADDITIONAL SERVICES FEES

• Electrical Assessments (5 schools) $37,995.00
• Design Development
  • Contract Documents $ 
  • Regulatory Submissions $ 
  • Tendering & Contract Award $ 
  • Contract Administration & Resident Inspections $ Partial Responsibility
• Project Completion Phase and Project Record Drawings $
• Other Additional Services:
  • Certify installation of Fall Arrest System $
• Prime Consultant Project Expenses
  for Above Services (Including Travel Time) $1,500.00

TOTAL BASIC AND OTHER SERVICES FEES $39,495.00

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE
(From Schedule III) $1,500.00

TOTAL SERVICE FEE
(Total Schedule II + III) $40,995.00

Note: Schedule III “Additional Reimbursable Allowances”
SCHEDULE III
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

- Site Surveys $ 
- Geotechnical Investigations $ 
- Materials Testing $ 
- Travel Expenses $1,500.00 
- Office Expenses $ 

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES $1,500.00
SCHEDULE IV
SCHEDULE OF THE PERFORMANCE OF CONSULTANT SERVICES

Electrical Assessments of Five Schools

Roncalli High, Avondale
St. Francis of Assisi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John's

Start Date: August 31, 2015
Completion Date: September 30, 2015
SCHEDULE V
OTHER CONDITIONS OF SERVICES
SCHEDULE “B”
SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the Department of Justice of the Government of Newfoundland and Labrador (the “Department of Justice”) and the Deputy Minister of the Department requesting the Work (the “Deputy Minister”). These Special Terms and Conditions shall not be of any effect unless initialed by both a lawyer assigned by the Department of Justice and the Deputy Minister.

Margaret Gillies, Q.C., General Counsel  Janet Vivian-Walsh, Deputy Minister

The Special Terms and Conditions of this Agreement are follows:

As per the Contract terms contained herein

OR

1. No Special Terms and Conditions

Department of Justice

Deputy Minister
SCHEDULE “C”

GENERAL TERMS AND CONDITIONS

INDEX

Article - 1. PAYMENT ........................................................................................................ 20
Article - 2. INFORMATION SUPPLIED BY THE CLIENT ................................................ 22
Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT ................................. 22
Article - 4. EMPLOYEES OF THE CONSULTANT ......................................................... 26
Article - 5. ACCESS TO FACILITIES ............................................................................ 26
Article - 6. RECORDS AND AUDIT ............................................................................. 26
Article - 7. TERMINATION ........................................................................................... 27
Article - 8. NOTICES .................................................................................................... 27
Article - 9. LIABILITY ..................................................................................................... 28
Article - 10. COMPLIANCE WITH LAW ...................................................................... 28
Article - 11. ARBITRATION ......................................................................................... 28
Article - 12. LAWS GOVERNING ................................................................................. 29
Article - 13. USE OF WORK ......................................................................................... 29
Article - 14. CONFLICT OF INTEREST ........................................................................ 29
Article - 15. SUBCONTRACTORS ................................................................................ 30
Article - 16. GENERAL ................................................................................................. 30
SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

Article - 1.  PAYMENT

1.1 Consideration
It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, thirty-seven thousand nine hundred thirty-five dollars ($37,935.00) (plus HST) in accordance with the following payment schedule:

(i) Periodic payments – payments paid monthly proportional with the amount of work completed to date.

Payment Option #2 Not Applicable

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) Person / Professional Designation – Hourly Rate

Payment Option #3 Not Applicable

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, $Insert Absolute Limit on Cost of Services (plus HST).

1.2 Reimbursement of Expenses
It is agreed and understood that reimbursements for the Prime Consultant’s expenses pursuant to this Agreement shall be made in accordance with either Option A or B below.

Reimbursement Option A
(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:

(i) Insert Specific Reimbursable Items

(b) All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Prime Consultant.

Reimbursement Option B Not Applicable

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(b) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL 1990 c. F-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(c) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.

(d) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

(e) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
(f) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.

(g) The Prime Consultant shall submit invoices to:
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confed. Building
St. John's, NL A1B 4J6

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work.

2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

3.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(c) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL 2002 c. A-1.1, to mean recorded information about an identifiable individual, including

(i) the individual's name, address or telephone number,
(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,

(v) the individual's fingerprints, blood type or inheritable characteristics,

(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or

(ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.
3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Prime Consultant's possession.

3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant's employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant's privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.

3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005, c. M-1.01, and the Privacy Act, RSNL1990 c. P-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant's operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant's employees, servants and/or agents.

3.7 The Prime Consultant shall ensure that it, and the Prime Consultant's employees, servants and/or agents have in place and follow the appropriate
systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant's employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in the Prime Consultant's security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule "D" as may be provided to the Prime Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant’s employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “D”.

3.9 The Prime Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in
investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/info/privacybreach.html

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

4.1 The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.

4.2 The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

5.1 The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.

5.2 When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client’s facilities.

Article - 6. RECORDS AND AUDIT

6.1 The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
6.2 The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

7.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.

7.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

7.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

8.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Tracy Chen, P.Eng.
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confederation Building
St. John's, NL A1B 4J6
Phone: (709) 729-5587
Fax: (709) 729-1400
Email: tracychen@gov.nl.ca

For the Prime Consultant:

Crosbie Engineering Ltd.
21 Mews Place, 2nd Floor
P.O. Box 13295, Stn "A"
St. John's, NL A1B 4A5
Phone: (709) 754-1911
Fax: (709) 754-1960
Email: dhopkins@crosbieeng.com

8.2 Notices, requests or documents shall be deemed to have been received by the addressee as follows:
(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

(b) As of the date on which they are sent where delivery is by telexcopier or other means of electronic communication; and

(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any sub-consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.

Article - 11. ARBITRATION

11.1 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall
first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

11.2 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.

11.3 Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 c. A-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

13.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

13.2 With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

14.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

14.2 The Prime Consultant and the Prime Consultant’s Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;

(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article-15. SUBCONTRACTORS

15.1 The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client, which consent will not be unreasonably withheld.

15.2 The entry into any subcontract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article-16. GENERAL

16.1 Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

16.2 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

16.3 Time shall be of the essence of this Agreement.

16.4 The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

16.5 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

16.6 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.7 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

16.8 The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.
SCHEDULE “D”
Protocols for Security of Government Information on Information Technology
assets of Contractors

The Prime Consultant should confirm with the Client whether the Prime Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically authorized by the Prime Consultant’s Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- Where a Prime Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant’s sub-consultants that is of a non-confidential nature need not be encrypted.
Hi Tracy,

As requested, please see attached word doc for editing.

Velda

Hi Tracey,

Please see attached completed PCA for the above noted project. Please note Dean added extra cost for expenses. If you approve of these additional expenses, page 20 of the PCA is to be updated.

Regards,

Velda Dyke
Engineering Administrative Assistant

CROSBIE ENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, N.L. A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!
Hi Dean,

Your fee for above noted project has been approved. Please review attached PCA and fill out the required information, and send it back to me for final review before signature.

Let me know if you have any questions.

Thanks,
Tracy

Tracy Chen, P.Eng., PMP | Project Manager
Department of Education and Early Childhood Development
709-729-5587 (t) | 709-729-1400 (F)
tracychen@gov.nl.ca

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STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND PRIME CONSULTANT

Electrical Assessments for Five Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John's

EECD Project #: NLESD15001
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this day of August 17, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Education.

("the Client")

AND: Crosbie Engineering Ltd.

("the Prime Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions
In addition to the terms defined in the Special Terms and Conditions attached as Schedule "B", (if any), and the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

a. "Contract Documents" shall mean and include:
   i. This head agreement (the "Head Agreement");
   ii. The Scope of Work attached as Schedule "A";
   iii. The Special Terms and Conditions attached as Schedule "B";
   iv. The General Terms and Conditions attached as Schedule "C"; and
   v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Prime Consultant's Work
The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the "Work").

III. Entire Agreement
It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing.
and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. **Representations and Warranties**
The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. **Conflict Between Provisions**
In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. **Start and Completion Date**
The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** August 31, 2015
- **Completion Date:** September 30, 2015

VII. **Effective Date**
The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. **Paragraph Numbering**
In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. **Counterparts**
This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.
HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Minister of Education and Early Childhood Development, 
or his/her authorized designate

Crosbie Engineering Limited

Name: Dean Hopkins  
Date: August 18, 2015

Name: Neil Cleary  
Date: August 18, 2015
SCHEDULE “A”

SCOPE OF WORK
BETWEEN PRIME CONSULTANT AND CLIENT

INDEX

Part 1  DEFINITIONS ................................................................................................................. 6
Part 2  RESPONSIBILITIES ........................................................................................................... 7
Part 3  GENERAL REQUIREMENTS ............................................................................................ 8
Part 4  BASIS OF PAYMENT SCHEDULE ....................................................................................... 11

Schedule I................. Project Description
Schedule II................. Basic and other Additional Services Fees
Schedule III.............. Additional Reimbursement Allowances
Schedule IV............... Schedule of the Performance of Consultant Services
Schedule V............... Other Conditions of Services
PART 1  DEFINITIONS

1.1 Project Budget Forecast: means the Client’s estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees and acquisition costs.

1.2 Construction Budget Forecast: means the Client’s estimated Construction Cost including contingencies for cost increases.

1.3 Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.

1.4 Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.

1.5 Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.

1.6 Project Management Design Administration Manual (PMDA Manual): a manual developed and maintained by the Department of Transportation and Works, Works Branch, for the purpose of presenting standards, guidelines and instructions for the delivery of building projects administered by the Works Branch. Unless otherwise agreed between the parties, the version published on the date of this Contract shall be the version applicable to this Contract.

1.7 Additional Services: means Consulting Services provided that are additional to the Basic Services.

1.8 Basic Services: means Consulting Services as outlined in the PMDA Manual.

1.9 Cost Control Services: means a service to monitor and advice on Project Budget and Construction Budget Forecasts.

1.10 Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

1.11 Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

1.12 Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
PART 2  RESPONSIBILITIES

2.1 PRIME CONSULTANT

.1 The Prime Consultant’s services consist of Basic Services and Additional Services which may be required to perform the Work. The phases of the Prime Consultant’s Basic Services, and Additional Services are listed on Schedule II, and further elaborated in the Project Management and Design Administration (PMDA) Manual of the Department of Transportation and Works.

.2 The Prime Consultant’s services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and sub consultant’s work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client’s requirements, as outlined in the PMDA Manual.

.3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Client’s tendering and contract procedures and administrative practices will be followed in the performance of this phase, as outlined in the PMDA Manual.

.4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant’s service shall be based upon either full responsibility or partial responsibility.

.1 Full Responsibility

.1 As outlined in the PMDA Manual, services provided under full responsibility include assessing construction work carried out on or in relation to the project and offering an opinion as to whether or not the construction of the project is in accordance with the contract documents prepared by the Prime Consultant.

.2 Partial Service

.1 The scope of this partial service is to be outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.

.5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings as outlined in the PMDA Manual, and advice concerning issues arising during this period.

.6 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant, as outlined in the PMDA Manual.

.7 The following schedules apply:

Schedule I - Project Description
Schedule II - Basic and Other Additional Services Fees
Schedule III - Additional Reimbursable Allowances
Schedule IV - Other Conditions of Services
2.2 CLIENT'S RESPONSIBILITIES

.1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.

.2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.

.3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.

.4 The Client may provide information regarding the project including: a program, which shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

.5 The Client will provide the Prime Consultant with a Project Budget Forecast.

.6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, hazardous material surveys.

.7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

.8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the sub-consultant(s) performing the work under the direction of the Prime Consultant.

.9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

The Prime Consultant will provide the Client with a list of its employees and those of its sub-consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of key employees, changes in the numbers of key employees or changes to rates of key employees assigned to the project.
3.2 SCHEDULE

.1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule "IV" hereto). The schedule shall incorporate all major design milestones as presented in the PMDA Manual.

.2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

.3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 COST CONTROL

.1 The Prime Consultant shall provide Cost Control Services in accordance with PMDA Manual.

.2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant's expense to bring the cost estimate within the approved Project Budget Forecast.

.3 If the preferred bidder's tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant's control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

.1 Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.

.2 The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.

.3 Any increases in the fees payable caused by a material changes or other changes shall be communicated by the Prime Consultant in writing to the Client.
prior to incurring such costs to permit the Client to mitigate the amount of increased costs.

3.5 ERRORS AND OMISSIONS

.1 Any costs resulting from design errors on the part of the Prime Consultant, sub-consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any sub-consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a sub-consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by sub-consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of sub-consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to takes such steps as the Client deems to be appropriate, to ensure that any sub-consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such sub-consultant.

.2 Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

.1 The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.

.2 The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.

.3 Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client, that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.

.4 If the Prime Consultant does not promptly and diligently comply with or fails to meet the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client's rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.
3.7 INSURANCE COVERAGE

.1 The Prime Consultant shall supply written proof of:

.1 Professional liability insurance coverage equal or greater than $250,000 per claim, $500,000 in aggregate for projects under $2 million construction value or $500,000 per claim, $1,000,000 aggregate for projects over $2 million. The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant’s Insurer. This Insurance shall remain in effect until the expiry of the general contractor’s one year warranty on the project.

.2 Commercial liability insurance acceptable to the Client with a minimum limit of $1,000,000.

.2 The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

PART 4 BASIS OF PAYMENT SCHEDULE

4.1 The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or on the basis of approved level of effort at agreed per diem rates.

4.2 The Client will pay for Basic Services on the basis of the agreed fixed fee. The Client’s Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.

4.3 The fee for Basic Services will be apportioned to the phases of service as outlined in Schedule II - “Basic Services and Other Additional Services’ Fees”.

4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.

4.5 The Client will pay for resident services during construction, when requested based on an agreed fixed fee amount. The fee amount is to include all payroll costs, site-related expenses and allowances as agreed.

4.6 The Client will pay for construction management services when requested on the basis of the level of effort required during project implementation based on an agreed fixed fee.

4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in the PMDA Manual.

4.8 The Client will pay for day-to-day routine expenses such as; long distance charges, reproduction costs, client presentations and submissions, original contract documents (hardcopy), courier services, travel over 50 km from office on an agreed fixed amount. All routine expenses to be charged at cost. Meals, Private Vehicle usage, and incidental expense are to be paid on the basis of Government Rates at time of this Agreement.

4.9 The Client will pay for Additional Reimbursable Allowances as provided for in
Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.
SCHEDULE I
PROJECT DESCRIPTION

Electrical Assessments of Five (5) Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John's
## SCHEDULE II

### BASIC AND OTHER ADDITIONAL SERVICES FEES

- **Electrical Assessments (5 schools)**: $37,995.00
- **Design Development**
  - Contract Documents
  - Regulatory Submissions
  - Tendering & Contract Award
  - Contract Administration & Resident Inspections (Partial Responsibility)
- **Project Completion Phase and Project Record Drawings**: $37,995.00
- **Other Additional Services:**
  - Certify installation of Fall Arrest System: $1,500.00
- **Prime Consultant Project Expenses** for Above Services (Including Travel Time): $1,500.00

**TOTAL BASIC AND OTHER SERVICES FEES**: $39,495.00

**TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE** (From Schedule III): $1,500.00

**TOTAL SERVICE FEE** (Total Schedule II + III): $40,995.00

---

Note: Schedule III "Additional Reimbursable Allowances"
SCHEDULE III
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

- Site Surveys $ 
- Geotechnical Investigations $ 
- Materials Testing $ 
- Travel Expenses $ 1,500.00 
- Office Expenses $ 

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES $ 1,500.00
SCHEDULE IV
SCHEDULE OF THE PERFORMANCE OF CONSULTANT SERVICES

Electrical Assessments of Five Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John’s

Start Date: August 31, 2015
Completion Date: September 30, 2015
SCHEDULE V
OTHER CONDITIONS OF SERVICES
SCHEDULE “B”

SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the Department of Justice of the Government of Newfoundland and Labrador (the “Department of Justice”) and the Deputy Minister of the Department requesting the Work (the “Deputy Minister”). These Special Terms and Conditions shall not be of any effect unless initialed by both a lawyer assigned by the Department of Justice and the Deputy Minister.

Margaret Gillies, Q.C., General Counsel
Janet Vivian-Walsh, Deputy Minister

The Special Terms and Conditions of this Agreement are follows:
As per the Contract terms contained herein

OR

1. No Special Terms and Conditions

______________________________
Department of Justice

______________________________
Deputy Minister
SCHEDULE “C”

GENERAL TERMS AND CONDITIONS

INDEX

Article - 1. PAYMENT ................................................................. 20
Article - 2. INFORMATION SUPPLIED BY THE CLIENT .................... 22
Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT .............. 22
Article - 4. EMPLOYEES OF THE CONSULTANT ................................. 26
Article - 5. ACCESS TO FACILITIES ............................................ 26
Article - 6. RECORDS AND AUDIT .............................................. 26
Article - 7. TERMINATION ............................................................. 27
Article - 8. NOTICES .................................................................. 27
Article - 9. LIABILITY ................................................................. 28
Article - 10. COMPLIANCE WITH LAW .......................................... 28
Article - 11. ARBITRATION ............................................................ 28
Article - 12. LAWS GOVERNING .................................................. 29
Article - 13. USE OF WORK ........................................................ 29
Article - 14. CONFLICT OF INTEREST .......................................... 29
Article - 15. SUBCONTRACTORS .................................................. 30
Article - 16. GENERAL ............................................................... 30

Reissued 2010/04/22
SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration
It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, thirty-seven thousand nine hundred thirty-five dollars ($37,935.00) (plus HST) in accordance with the following payment schedule:

   (i) Periodic payments – payments paid monthly proportional with the amount of work completed to date.

Payment Option #2 Not Applicable

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

   (i) Person / Professional Designation – Hourly Rate

Payment Option #3 Not Applicable

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, $Insert Absolute Limit on Cost of Services (plus HST).

1.2 Reimbursement of Expenses
It is agreed and understood that reimbursements for the Prime Consultant’s expenses pursuant to this Agreement shall be made in accordance with either Option A or B below.

Reimbursement Option A
(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:

(i) **Insert Specific Reimbursable Items**

(b) All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Prime Consultant.

Reimbursement Option B Not Applicable

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(b) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 c. F-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(c) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.

(d) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

(e) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client’s internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
(f) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.

(g) The Prime Consultant shall submit invoices to:
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confed. Building
St. John's, NL A1B 4J6

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work.

2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

3.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(c) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL 2002 c. A-1.1, to mean recorded information about an identifiable individual, including,

(i) the individual's name, address or telephone number.
(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,

(v) the individual's fingerprints, blood type or inheritable characteristics,

(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or

(ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

3.2 The Prime Consultant shall treat all Confidential information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.
The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

All materials, data, designs, plans, drawings, specifications, reports, notes, models, summaries, calculations, surveys, papers, computer work, and other works, products, and computer programs, codes, algorithms, data, and other tangible and intangible items arising from the performance of the Services shall be the sole and exclusive property of the Government of Newfoundland and Labrador, and all such items shall be the property of the Government of Newfoundland and Labrador.

The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any right of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to these materials, designs, and other works, products, and computer programs.

The Prime Consultant shall ensure that it, and the Prime Consultant's employees, servants and/or agents, continue to respect the confidentiality of the information provided to it pursuant to the terms of this Agreement.

The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents in the performance of the Services, and personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005, c. M-1.01, and the Privacy Act, RSNL 1990, c. P-22, as well as other legislation which provides protection of privacy and the management of information.
systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant’s employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in the Prime Consultant’s security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client’s consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “D”, unless otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule “D” as may be provided to the Prime Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule “D” and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant’s employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “D”.

3.9 The Prime Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client’s information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in
investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/info/privacybreach.html

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

4.1 The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.

4.2 The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

5.1 The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.

5.2 When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 6. RECORDS AND AUDIT

6.1 The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
6.2 The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

7.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.

7.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

7.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

8.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Tracy Chen, P.Eng.
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confederation Building
St. John's, NL A1B 4J6
Phone: (709) 729-5587
Fax: (709) 729-1400
Email: tracychen@gov.nl.ca

For the Prime Consultant:

Crosbie Engineering Ltd.
21 Mews Place, 2nd Floor
P.O. Box 13295, Stn "A"
St. John's, NL A1B 4A5
Phone: (709) 754-1911
Fax: (709) 754-1960
Email: dhopkins@crosbieeng.com

8.2 Notices, requests or documents shall be deemed to have been received by the addressee as follows:
(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant’s Representative shall be or be deemed to be an officer, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client’s Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any sub-consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant’s Representatives in the performance of the Work.

Article - 11. ARBITRATION

11.1 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall
first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

11.2 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.

11.3 Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 c. A-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWs GOVERNING

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

13.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

13.2 With respect to 13.1 the Prime Consultant’s liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

14.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

14.2 The Prime Consultant and the Prime Consultant’s Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;

(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUBCONTRACTORS

15.1 The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client. which consent will not be unreasonably withheld.

15.2 The entry into any subcontract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

16.1 Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

16.2 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

16.3 Time shall be of the essence of this Agreement.

16.4 The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

16.5 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

16.6 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.7 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

16.8 The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.
SCHEDULE "D"

Protocols for Security of Government Information on Information Technology
assets of Contractors

The Prime Consultant should confirm with the Client whether the Prime Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- Where a Prime Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's sub-consultants that is of a non-confidential nature need not be encrypted.
Hi Tracy,

As a follow up to our conversation yesterday, please see attached revised PCA for the above noted project.

Velda Dyke
Engineering Administrative Assistant

CROSIE ENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!

From: Velda Dyke [mailto:admin@crosbieeng.com]
Sent: Tuesday, August 18, 2015 2:17 PM
To: 'TracyChen@gov.nl.ca'
Cc: 'Dean Hopkins'; 'Neil Cleary'
Subject: RE: P15-2248 RE: PCA - Electrical Assessments for 5 Schools

Hi Tracy,

As requested, please see attached word doc for editing.

Velda

From: Velda Dyke [mailto:admin@crosbieeng.com]
Sent: Tuesday, August 18, 2015 11:18 AM
To: 'TracyChen@gov.nl.ca'
Cc: 'Dean Hopkins'; 'Neil Cleary'
Subject: P15-2248 RE: PCA - Electrical Assessments for 5 Schools

Hi Tracey,

Please see attached completed PCA for the above noted project. Please note Dean added extra cost for expenses. If you approve of these additional expenses, page 20 of the PCA is to be updated.
Regards,

Velda Dyke  
Engineering Administrative Assistant  

CROSBIENG  
ENGINEERING LTD.  
Mech. & Elec. Consulting Engineers  
21 Mews Place, P.O. Box 13295, STN "A"  
St. John's, NL  A1B 4A5  
Ph.: 709.754.1911, 754.1914  
Fax: 709.754.1960  
e-Mail: admin@crosbieeng.com  

Please consider the environment before printing this email. Thank you!

From: Dean Hopkins [mailto:dhopkins@crosbieeng.com]  
Sent: Tuesday, August 18, 2015 10:35 AM  
To: File  
Subject: FW: PCA - Electrical Assessments for 5 Schools

From: Chen, Tracy [mailto:TracyChen@gov.nl.ca]  
Sent: Monday, August 17, 2015 4:06 PM  
To: Dean Hopkins  
Cc: Neil Cleary (ncleary@crosbieeng.com)  
Subject: PCA - Electrical Assessments for 5 Schools

Hi Dean,

Your fee for above noted project has been approved. Please review attached PCA and fill out the required information, and send it back to me for final review before signature.

Let me know if you have any questions.

Thanks,  
Tracy

Tracy Chen, P.Eng., PMP | Project Manager  
Department of Education and Early Childhood Development  
709-729-5587 (t) | 709-729-1400 (f)  
tracychen@gov.nl.ca

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STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND PRIME CONSULTANT

Electrical Assessments for Five Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John’s

EECD Project #: NLESDD15001
AGREEMENT

THIS AGREEMENT made at St. John’s, in the Province of Newfoundland and Labrador, on this day of August 17, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Education.

(“the Client”)

AND: Crosbie Engineering Ltd.

(“the Prime Consultant”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions

In addition to the terms defined in the Special Terms and Conditions attached as Schedule “B”, (if any), and the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

a. “Contract Documents” shall mean and include:
   i. This head agreement (the “Head Agreement”);  
   ii. The Scope of Work attached as Schedule “A”;
   iii. The Special Terms and Conditions attached as Schedule “B”;
   iv. The General Terms and Conditions attached as Schedule “C”; and

b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Prime Consultant’s Work

The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the “Work”).

III. Entire Agreement

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing
and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. **Representations and Warranties**
The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. **Conflict Between Provisions**
In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. **Start and Completion Date**
The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** August 31, 2015
- **Completion Date:** September 30, 2015

VII. **Effective Date**
The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. **Paragraph Numbering**
In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. **Counterparts**
This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.
HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Minister of Education and Early Childhood Development, or his/her authorized designate

Crosbie Engineering Limited

Name: Dean Hopkins  
Date: August 21, 2015

Name: Neil Cleary  
Date: August 21, 2015
**SCHEDULE “A”**

**SCOPE OF WORK**
**BETWEEN PRIME CONSULTANT AND CLIENT**

**INDEX**

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 1</td>
<td>DEFINITIONS</td>
<td>6</td>
</tr>
<tr>
<td>Part 2</td>
<td>RESPONSIBILITIES</td>
<td>7</td>
</tr>
<tr>
<td>Part 3</td>
<td>GENERAL REQUIREMENTS</td>
<td>8</td>
</tr>
<tr>
<td>Part 4</td>
<td>BASIS OF PAYMENT SCHEDULE</td>
<td>11</td>
</tr>
</tbody>
</table>

Schedule I.....................Project Description
Schedule II...................Basic and other Additional Services Fees
Schedule III...............Additional Reimbursement Allowances
Schedule IV...................Schedule of the Performance of Consultant Services
Schedule V....................Other Conditions of Services

Reissued 2010/04/22
PART 1  DEFINITIONS

1.1 Project Budget Forecast: means the Client’s estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees and acquisition costs.

1.2 Construction Budget Forecast: means the Client’s estimated Construction Cost including contingencies for cost increases.

1.3 Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.

1.4 Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.

1.5 Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.

1.6 Project Management Design Administration Manual (PMDA Manual): a manual developed and maintained by the Department of Transportation and Works, Works Branch, for the purpose of presenting standards, guidelines and instructions for the delivery of building projects administered by the Works Branch. Unless otherwise agreed between the parties, the version published on the date of this Contract shall be the version applicable to this Contract.

1.7 Additional Services: means Consulting Services provided that are additional to the Basic Services.

1.8 Basic Services: means Consulting Services as outlined in the PMDA Manual.

1.9 Cost Control Services: means a service to monitor and advice on Project Budget and Construction Budget Forecasts.

1.10 Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

1.11 Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

1.12 Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
PART 2  RESPONSIBILITIES

2.1  PRIME CONSULTANT

.1 The Prime Consultant's services consist of Basic Services and Additional Services which may be required to perform the Work. The phases of the Prime Consultant’s Basic Services, and Additional Services are listed on Schedule II, and further elaborated in the Project Management and Design Administration (PMDA) Manual of the Department of Transportation and Works.

.2 The Prime Consultant’s services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and sub consultant's work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client’s requirements, as outlined in the PMDA Manual.

.3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Client’s tendering and contract procedures and administrative practices will be followed in the performance of this phase, as outlined in the PMDA Manual.

.4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant’s service shall be based upon either full responsibility or partial responsibility.

.1 Full Responsibility

.1 As outlined in the PMDA Manual, services provided under full responsibility include assessing construction work carried out on or in relation to the project and offering an opinion as to whether or not the construction of the project is in accordance with the contract documents prepared by the Prime Consultant.

.2 Partial Service

.1 The scope of this partial service is to be outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.

.5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings as outlined in the PMDA Manual, and advice concerning issues arising during this period.

.6 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant, as outlined in the PMDA Manual.

.7 The following schedules apply:

Schedule I - Project Description
Schedule II - Basic and Other Additional Services Fees
Schedule III - Additional Reimbursable Allowances
Schedule IV - Other Conditions of Services
2.2

CLIENT’S RESPONSIBILITIES

.1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client’s decisions, in a reasonable and timely manner.

.2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.

.3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.

.4 The Client may provide information regarding the project including: a program, which shall set forth the Client’s spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

.5 The Client will provide the Prime Consultant with a Project Budget Forecast.

.6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, hazardous material surveys.

.7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

.8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the sub-consultant(s) performing the work under the direction of the Prime Consultant.

.9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3

GENERAL REQUIREMENTS

3.1 STAFF

The Prime Consultant will provide the Client with a list of its employees and those of its sub-consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of key employees, changes in the numbers of key employees or changes to rates of key employees assigned to the project.
3.2 SCHEDULE

.1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule “IV” hereto. The schedule shall incorporate all major design milestones as presented in the PMDA Manual.

.2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

.3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 COST CONTROL

.1 The Prime Consultant shall provide Cost Control Services in accordance with PMDA Manual.

.2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant’s expense to bring the cost estimate within the approved Project Budget Forecast.

.3 If the preferred bidder’s tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant’s control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

.1 Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.

.2 The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.

.3 Any increases in the fees payable caused by a material change or other changes shall be communicated by the Prime Consultant in writing to the Client.
prior to incurring such costs to permit the Client to mitigate the amount of increased costs.

3.5 ERRORS AND OMISSIONS

.1 Any costs resulting from design errors on the part of the Prime Consultant, subconsultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any sub-consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a sub-consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by sub-consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of sub-consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to take such steps as the Client deems to be appropriate, to ensure that any sub-consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such sub-consultant.

.2 Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

.1 The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.

.2 The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.

.3 Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client, that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.

.4 If the Prime Consultant does not promptly and diligently comply with or fails to meet the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client’s rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.
3.7 INSURANCE COVERAGE

.1 The Prime Consultant shall supply written proof of:

.1 Professional liability insurance coverage equal or greater than $250,000 per claim, $500,000 in aggregate for projects under $2 million construction value or $500,000 per claim, $1,000,000 aggregate for projects over $2 million. The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant’s Insurer. This Insurance shall remain in effect until the expiry of the general contractor’s one year warranty on the project.

.2 Commercial liability insurance acceptable to the Client with a minimum limit of $1,000,000.

.2 The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

PART 4 BASIS OF PAYMENT SCHEDULE

4.1 The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or on the basis of approved level of effort at agreed per diem rates.

4.2 The Client will pay for Basic Services on the basis of the agreed fixed fee. The Client’s Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.

4.3 The fee for Basic Services will be apportioned to the phases of service as outlined in Schedule II - “Basic Services and Other Additional Services’ Fees”.

4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.

4.5 The Client will pay for resident services during construction, when requested based on an agreed fixed fee amount. The fee amount is to include all payroll costs, site-related expenses and allowances as agreed.

4.6 The Client will pay for construction management services when requested on the basis of the level of effort required during project implementation based on an agreed fixed fee.

4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in the PMDA Manual.

4.8 The Client will pay for day-to-day routine expenses such as:, long distance charges, reproduction costs, client presentations and submissions, original contract documents (hardcopy), courier services, travel over 50 km from office on an agreed fixed amount, All routine expenses to be charged at cost. Meals, Private Vehicle usage, and incidental expense are to be paid on the basis of Government Rates at time of this Agreement.

4.9 The Client will pay for Additional Reimbursable Allowances as provided for in
Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.
SCHEDULE I
PROJECT DESCRIPTION

Electrical Assessments of Five (5) Schools

Roncalli High, Avondale
St. Francis of Assisi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John’s
SCHEDULE II
BASIC AND OTHER ADDITIONAL SERVICES FEES

- Electrical Assessments (5 schools) $37,935.00
- Design Development
  - Contract Documents $
  - Regulatory Submissions $
  - Tendering & Contract Award $
  - Contract Administration & Resident Inspections Partial Responsibility $
- Project Completion Phase and Project Record Drawings $
- Other Additional Services:
  - Certify installation of Fall Arrest System $
- Prime Consultant Project Expenses
  for Above Services (Including Travel Time) $

TOTAL BASIC AND OTHER SERVICES FEES $37,935.00

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE (From Schedule III) $

TOTAL SERVICE FEE (Total Schedule II + III) $37,935.00

Note: Schedule III “Additional Reimbursable Allowances”
SCHEDULE III
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

- Site Surveys $  
- Geotechnical Investigations $  
- Materials Testing $  
- Travel Expenses $  
- Office Expenses $  

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES $
SCHEDULE IV
SCHEDULE OF THE PERFORMANCE OF CONSULTANT SERVICES

Electrical Assessments of Five Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John's

Start Date: August 31, 2015
Completion Date: September 30, 2015
SCHEDULE V
OTHER CONDITIONS OF SERVICES
All Special Terms and Conditions must be reviewed by both the Department of Justice of the Government of Newfoundland and Labrador (the "Department of Justice") and the Deputy Minister of the Department requesting the Work (the "Deputy Minister"). These Special Terms and Conditions shall not be of any effect unless initialed by both a lawyer assigned by the Department of Justice and the Deputy Minister.

---

Margaret Gillies, Q.C., General Counsel  
Janet Vivian-Walsh, Deputy Minister

The Special Terms and Conditions of this Agreement are follows:
As per the Contract terms contained herein

OR

1. No Special Terms and Conditions

Department of Justice

Deputy Minister
SCHEDULE “C”
GENERAL TERMS AND CONDITIONS
INDEX

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>PAYMENT</td>
<td>20</td>
</tr>
<tr>
<td>2.</td>
<td>INFORMATION SUPPLIED BY THE CLIENT</td>
<td>22</td>
</tr>
<tr>
<td>3.</td>
<td>CONFIDENTIALITY, MATERIALS AND COPYRIGHT</td>
<td>22</td>
</tr>
<tr>
<td>4.</td>
<td>EMPLOYEES OF THE CONSULTANT</td>
<td>26</td>
</tr>
<tr>
<td>5.</td>
<td>ACCESS TO FACILITIES</td>
<td>26</td>
</tr>
<tr>
<td>6.</td>
<td>RECORDS AND AUDIT</td>
<td>26</td>
</tr>
<tr>
<td>7.</td>
<td>TERMINATION</td>
<td>27</td>
</tr>
<tr>
<td>8.</td>
<td>NOTICES</td>
<td>27</td>
</tr>
<tr>
<td>9.</td>
<td>LIABILITY</td>
<td>28</td>
</tr>
<tr>
<td>10.</td>
<td>COMPLIANCE WITH LAW</td>
<td>28</td>
</tr>
<tr>
<td>11.</td>
<td>ARBITRATION</td>
<td>28</td>
</tr>
<tr>
<td>12.</td>
<td>LAWS GOVERNING</td>
<td>29</td>
</tr>
<tr>
<td>13.</td>
<td>USE OF WORK</td>
<td>29</td>
</tr>
<tr>
<td>14.</td>
<td>CONFLICT OF INTEREST</td>
<td>29</td>
</tr>
<tr>
<td>15.</td>
<td>SUBCONTRACTORS</td>
<td>30</td>
</tr>
<tr>
<td>16.</td>
<td>GENERAL</td>
<td>30</td>
</tr>
</tbody>
</table>
SCHEDULE “C”

GENERAL TERMS AND CONDITIONS

Article 1. PAYMENT

1.1 Consideration
It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, thirty-seven thousand nine hundred thirty-five dollars ($37,935.00) (plus HST) in accordance with the following payment schedule:

(i) Periodic payments – payments paid monthly proportional with the amount of work completed to date.

Payment Option #2 Not Applicable

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) Person / Professional Designation – Hourly Rate

Payment Option #3 Not Applicable

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, $Insert Absolute Limit on Cost of Services (plus HST).

1.2 Reimbursement of Expenses
It is agreed and understood that reimbursements for the Prime Consultant’s expenses pursuant to this Agreement shall be made in accordance with either Option A or B below.

Reimbursement Option A
(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:

(i) **Insert Specific Reimbursable Items**

(b) All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Prime Consultant.

Reimbursement Option B **Not Applicable**

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 **Payment General**

(a) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(b) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 c. F-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(c) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.

(d) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

(e) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
(f) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.

(g) The Prime Consultant shall submit invoices to:
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confed. Building
St. John’s, NL A1B 4J6

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work.

2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

3.1 For the purposes of this Article “Confidential Information” means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Prime Consultant, the Prime Consultant’s employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant’s employees, servants and/or agents during the performance of the services or in any way related thereto;

(c) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL 2002 c. A-1.1, to mean recorded information about an identifiable individual, including,

(i) the individual’s name, address or telephone number,
the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(ii) the individual's age, sex, sexual orientation, marital status or family status,

(iii) an identifying number, symbol or other particular assigned to the individual,

(iv) the individual's fingerprints, blood type or inheritable characteristics,

(v) information about the individual's health care status or history, including a physical or mental disability,

(vi) information about the individual's educational, financial, criminal or employment status or history,

(vii) the opinions of a person about the individual, and

(viii) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or

(ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.
3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client’s right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant’s remedies against the Client for the Client’s breaches under this Agreement do not include the right to deprive the Client of access to the Client’s information in the Prime Consultant’s possession.

3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant’s employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant’s privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.

3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant’s employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005, c. M-1.01, and the Privacy Act, RSNL1990 c. P-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant’s operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant’s employees, servants and/or agents.

3.7 The Prime Consultant shall ensure that it, and the Prime Consultant’s employees, servants and/or agents have in place and follow the appropriate
systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant's employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in the Prime Consultant's security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule "D" as may be provided to the Prime Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant's employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

3.9 The Prime Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in
investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/info/privacybreach.html

**Article - 4. EMPLOYEES OF THE PRIME CONSULTANT**

4.1 The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.

4.2 The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

**Article - 5. ACCESS TO FACILITIES**

5.1 The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.

5.2 When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

**Article - 6. RECORDS AND AUDIT**

6.1 The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
6.2 The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

7.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.

7.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

7.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

8.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Tracy Chen, P.Eng.
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confederation Building
St. John's, NL A1B 4J6
Phone: (709) 729-5587
Fax: (709) 729-1400
Email: tracychen@gov.nl.ca

For the Prime Consultant:

Crosbie Engineering Ltd.
21 Mews Place, 2nd Floor
P.O. Box 13295, Stn "A"
St. John's, NL A1B 4A5
Phone: (709) 754-1911
Fax: (709) 754-1960
Email: dhopkins@crosbieeng.com

8.2 Notices, requests or documents shall be deemed to have been received by the addressee as follows:
(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telex or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any sub-consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any an all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.

Article - 11. ARBITRATION

11.1 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall
first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 3. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

11.2 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.

11.3 Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 c. A-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

13.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

13.2 With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

14.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

14.2 The Prime Consultant and the Prime Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;

(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUBCONTRACTORS

15.1 The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client, which consent will not be unreasonably withheld.

15.2 The entry into any subcontract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

16.1 Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

16.2 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

16.3 Time shall be of the essence of this Agreement.

16.4 The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

16.5 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

16.6 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.7 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

16.8 The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.
SCHEDULE "D"
Protocols for Security of Government Information on Information Technology assets of Contractors

The Prime Consultant should confirm with the Client whether the Prime Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- Where a Prime Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's sub-consultants that is of a non confidential nature need not be encrypted.
Hi Tracy,

Please see attached PCA with revised schedule. If schedule is acceptable, we need to go ahead with the project ASAP. We also require existing drawings of each school and contract number for each school.

Thanks,

Velda Dyke
Engineering Administrative Assistant

CROSBBIE
ENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!

Hi Velda,

Can I have more detailed schedule?

Thanks,
Tracy
Hi Tracy,

As a follow up to our conversation yesterday, please see attached revised PCA for the above noted project.

Velda Dyke  
Engineering Administrative Assistant  

CROSbie ENgiNEERING LTD.  
Mech. & Elec. Consulting Engineers  
21 Mews Place, P.O. Box 13295, STN "A"  
St. John's, NL A1B 4A5  
Ph.: 709.754.1911, 754.1914  
Fax: 709.754.1960  
e-Mail: admin@croshieeng.com

Please consider the environment before printing this email. Thank you!

---

From: Velda Dyke [mailto:admin@croshieeng.com]  
Sent: Tuesday, August 18, 2015 2:17 PM  
To: 'TracyChen@gov.nl.ca'  
Cc: 'Dean Hopkins'; 'Neil Cleary'  
Subject: RE: P15-2248 RE: PCA - Electrical Assessments for 5 Schools

Hi Tracy,

As requested, please see attached word doc for editing.

Velda

---

From: Velda Dyke [mailto:admin@croshieeng.com]  
Sent: Tuesday, August 18, 2015 11:18 AM  
To: 'TracyChen@gov.nl.ca'  
Cc: 'Dean Hopkins'; 'Neil Cleary'  
Subject: P15-2248 RE: PCA - Electrical Assessments for 5 Schools

Hi Tracery,

Please see attached completed PCA for the above noted project. Please note Dean added extra cost for expenses. If you approve of these additional expenses, page 20 of the PCA is to be updated.

Regards,

Velda Dyke  
Engineering Administrative Assistant  

CROSbie ENgiNEERING LTD.  
Mech. & Elec. Consulting Engineers  
21 Mews Place, P.O. Box 13295, STN "A"  
St. John's, NL A1B 4A5  
Ph.: 709.754.1911, 754.1914
Hi Dean,

Your fee for above noted project has been approved. Please review attached PCA and fill out the required information, and send it back to me for final review before signature.

Let me know if you have any questions.

Thanks,
Tracy

Tracy Chen, P.Eng., PMP | Project Manager
Department of Education and Early Childhood Development
709-729-5587 (t) | 709-729-1400 (f)
tracychen@gov.nl.ca
STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND PRIME CONSULTANT

Electrical Assessments for Five Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John’s

EECD Project #: NLESD15001
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this day of August 17, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Education.

(“the Client”)

AND: Crobie Engineering Ltd.

(“the Prime Consultant”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions
In addition to the terms defined in the Special Terms and Conditions attached as Schedule “B”, (if any), and the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

a. “Contract Documents” shall mean and include:
   i. This head agreement (the “Head Agreement”);
   ii. The Scope of Work attached as Schedule “A”;
   iii. The Special Terms and Conditions attached as Schedule “B”;
   iv. The General Terms and Conditions attached as Schedule “C”; and

b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Prime Consultant’s Work
The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the “Work”).

III. Entire Agreement
It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing
and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. **Representations and Warranties**

The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. **Start and Completion Date**

The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** August 31, 2015
- **Completion Date:** September 30, 2015

VII. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.
HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Minister of Education and Early Childhood Development,
or his/her authorized designate

Crosbie Engineering Limited

Name: Dean Hopkins
Date: August 21, 2015

Name: Neil Cleary
Date: August 21, 2015
SCHEDULE "A"

SCOPE OF WORK
BETWEEN PRIME CONSULTANT AND CLIENT

INDEX

Part 1  DEFINITIONS ................................................................. 6
Part 2  RESPONSIBILITIES ......................................................... 7
Part 3  GENERAL REQUIREMENTS .............................................. 8
Part 4  BASIS OF PAYMENT SCHEDULE .................................... 11

Schedule I ............... Project Description
Schedule II ............... Basic and other Additional Services Fees
Schedule III ............... Additional Reimbursement Allowances
Schedule IV ............... Schedule of the Performance of Consultant Services
Schedule V ............... Other Conditions of Services
PART 1 DEFINITIONS

1.1 Project Budget Forecast: means the Client's estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees and acquisition costs.

1.2 Construction Budget Forecast: means the Client's estimated Construction Cost including contingencies for cost increases.

1.3 Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.

1.4 Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.

1.5 Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.

1.6 Project Management Design Administration Manual (PMDA Manual): a manual developed and maintained by the Department of Transportation and Works, Works Branch, for the purpose of presenting standards, guidelines and instructions for the delivery of building projects administered by the Works Branch. Unless otherwise agreed between the parties, the version published on the date of this Contract shall be the version applicable to this Contract.

1.7 Additional Services: means Consulting Services provided that are additional to the Basic Services.

1.8 Basic Services: means Consulting Services as outlined in the PMDA Manual.

1.9 Cost Control Services: means a service to monitor and advice on Project Budget and Construction Budget Forecasts.

1.10 Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

1.11 Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

1.12 Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
PART 2

RESPONSIBILITIES

2.1 PRIME CONSULTANT

.1 The Prime Consultant's services consist of Basic Services and Additional Services which may be required to perform the Work. The phases of the Prime Consultant's Basic Services, and Additional Services are listed on Schedule II, and further elaborated in the Project Management and Design Administration (PMDA) Manual of the Department of Transportation and Works.

.2 The Prime Consultant's services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and sub consultant's work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client's requirements, as outlined in the PMDA Manual.

.3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Client's tendering and contract procedures and administrative practices will be followed in the performance of this phase, as outlined in the PMDA Manual.

.4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant's service shall be based upon either full responsibility or partial responsibility.

.1 Full Responsibility

.1 As outlined in the PMDA Manual, services provided under full responsibility include assessing construction work carried out on or in relation to the project and offering an opinion as to whether or not the construction of the project is in accordance with the contract documents prepared by the Prime Consultant.

.2 Partial Service

.1 The scope of this partial service is to be outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.

.5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings as outlined in the PMDA Manual, and advice concerning issues arising during this period.

.6 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant, as outlined in the PMDA Manual.

.7 The following schedules apply:

Schedule I - Project Description
Schedule II - Basic and Other Additional Services Fees
Schedule III - Additional Reimbursable Allowances
Schedule IV - Other Conditions of Services
2.2 CLIENT'S RESPONSIBILITIES

.1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.

.2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.

.3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.

.4 The Client may provide information regarding the project including: a program, which shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

.5 The Client will provide the Prime Consultant with a Project Budget Forecast.

.6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, hazardous material surveys.

.7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

.8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the sub-consultant(s) performing the work under the direction of the Prime Consultant.

.9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

The Prime Consultant will provide the Client with a list of its employees and those of its sub-consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of key employees, changes in the numbers of key employees or changes to rates of key employees assigned to the project.
3.2 SCHEDULE

.1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule "IV" hereto. The schedule shall incorporate all major design milestones as presented in the PMDA Manual.

.2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

.3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 COST CONTROL

.1 The Prime Consultant shall provide Cost Control Services in accordance with PMDA Manual.

.2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant’s expense to bring the cost estimate within the approved Project Budget Forecast.

.3 If the preferred bidder’s tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant’s control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

.1 Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.

.2 The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.

.3 Any increases in the fees payable caused by a material changes or other changes shall be communicated by the Prime Consultant in writing to the Client.
prior to incurring such costs to permit the Client to mitigate the amount of increased costs.

3.5 ERRORS AND OMISSIONS

.1 Any costs resulting from design errors on the part of the Prime Consultant, sub-
consultants chosen by the Prime Consultant, or agents, or employees of the 
Prime Consultant or of any sub-consultant chosen by the Prime Consultant will 
be the responsibility of the Prime Consultant to remedy. However, where the 
Client and not the Prime Consultant chooses a sub-consultant to do hazardous 
materials studies, environmental reports, geotechnical reports, topographical or 
legal surveys, construction testing services or other work, the Prime Consultant 
shall not be held responsible for design errors attributed to incomplete or 
incorrect hazardous materials studies, environmental reports, geotechnical 
reports, topographical or legal surveys, or construction testing services, done by 
sub-consultants chosen by the Client, unless those design errors are directly 
caused by the Prime Consultant. In the case of sub-consultants chosen by the 
Client, the Client and not the Prime Consultant shall be responsible to takes 
such steps as the Client deems to be appropriate, to ensure that any sub-
consultant chosen by the Client has appropriate and adequate policies of 
insurance that are acceptable to the Client in place to cover design errors 
attributable to incomplete or incorrect hazardous materials studies, 
environmental reports, geotechnical reports, topographical or legal surveys, 
construction testing services or other work done by any such sub-consultant.

.2 Any costs resulting from errors in design or omissions may be paid by the Client 
providing the cost of such design omissions does not entail removing material or 
equipment that has already been constructed in accordance with the plans and 
specifications. The cost of the original material and equipment, as indicated on 
the plans and specifications, and the labour to remove such will be the 
responsibility of the Prime Consultant.

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

.1 The Prime Consultant acknowledges that adequate discussion has taken place 
regarding the Work with the Client and that the Prime Consultant has access to 
sufficient information to undertake the services contracted for within the Project 
Budget.

.2 The Prime Consultant and the Client agrees to act promptly and diligently on all 
matters within their respective direction and control requiring an action or 
decision affecting the design, construction or administration of the project.

.3 Only express approval by the Client shall be deemed to relieve the Prime 
Consultant of professional or technical responsibility for the quality of the project 
documentation prepared or assembled by the Prime Consultant. No acceptance 
or approval by the Client, that is implied shall be deemed to relieve the Prime 
Consultant of professional or technical responsibility for the quality of the project 
documentation prepared or assembled by the Prime Consultant.

.4 If the Prime Consultant does not promptly and diligently comply with or fails to 
meet the requirements of the Client, the Client may without prejudice to any other 
right or remedy the Client may have by giving the Prime Consultant written 
notice, and without prejudice to the Client's rights at law or elsewhere in this 
Agreement, take all such action deemed necessary for the prompt and 
economical completion of the project, and/or terminate the contract.
3.7 INSURANCE COVERAGE

.1 The Prime Consultant shall supply written proof of:

.1 Professional liability insurance coverage equal or greater than $250,000 per claim, $500,000 in aggregate for projects under $2 million construction value or $500,000 per claim, $1,000,000 aggregate for projects over $2 million. The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant's Insurer. This Insurance shall remain in effect until the expiry of the general contractor's one year warranty on the project.

.2 Commercial liability insurance acceptable to the Client with a minimum limit of $1,000,000.

.2 The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

PART 4 BASIS OF PAYMENT SCHEDULE

4.1 The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or on the basis of approved level of effort at agreed per diem rates.

4.2 The Client will pay for Basic Services on the basis of the agreed fixed fee. The Client’s Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.

4.3 The fee for Basic Services will be apportioned to the phases of service as outlined in Schedule II - “Basic Services and Other Additional Services’ Fees”.

4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.

4.5 The Client will pay for resident services during construction, when requested based on an agreed fixed fee amount. The fee amount is to include all payroll costs, site-related expenses and allowances as agreed.

4.6 The Client will pay for construction management services when requested on the basis of the level of effort required during project implementation based on an agreed fixed fee.

4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in the PMDA Manual.

4.8 The Client will pay for day-to-day routine expenses such as:, long distance charges, reproduction costs, client presentations and submissions, original contract documents (hardcopy), courier services, travel over 50 km from office on an agreed fixed amount. All routine expenses to be charged at cost. Meals, Private Vehicle usage, and incidental expense are to be paid on the basis of Government Rates at time of this Agreement.

4.9 The Client will pay for Additional Reimbursable Allowances as provided for in...
Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.
SCHEDULE I
PROJECT DESCRIPTION

Electrical Assessments of Five (5) Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John's
SCHEDULE II
BASIC AND OTHER ADDITIONAL SERVICES FEES

- Electrical Assessments (5 schools) $37,935.00
- Design Development
  - Contract Documents
  - Regulatory Submissions
  - Tendering & Contract Award
  - Contract Administration & Resident Inspections
    Partial Responsibility
- Project Completion Phase and Project Record Drawings
- Other Additional Services:
  - Certify installation of Fall Arrest System
- Prime Consultant Project Expenses for Above Services (Including Travel Time)

TOTAL BASIC AND OTHER SERVICES FEES $37,935.00

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE (From Schedule III) $

TOTAL SERVICE FEE (Total Schedule II + III) $37,935.00

Note: Schedule III “Additional Reimbursable Allowances”
SCHEDULE III
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

- Site Surveys $
- Geotechnical Investigations $
- Materials Testing $
- Travel Expenses $
- Office Expenses $

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES $
SCHEDULE IV
SCHEDULE OF THE PERFORMANCE OF CONSULTANT SERVICES

Electrical Assessments of Five Schools

Roncalli High, Avondale  Start: August 31, 2015, Completion: Sept. 4, 2015
St. Francis of Assissi, Outer Cove  Start: Sept. 4, Completion: Sept. 11, 2015
SCHEDULE V
OTHER CONDITIONS OF SERVICES
SCHEDULE “B”
SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the Department of Justice of the Government of Newfoundland and Labrador (the “Department of Justice”) and the Deputy Minister of the Department requesting the Work (the “Deputy Minister”). These Special Terms and Conditions shall not be of any effect unless initialed by both a lawyer assigned by the Department of Justice and the Deputy Minister.

Margaret Gillies, Q.C., General Counsel
Janet Vivian-Walsh, Deputy Minister

The Special Terms and Conditions of this Agreement are follows:
As per the Contract terms contained herein

OR

1. No Special Terms and Conditions

Department of Justice
Deputy Minister
# SCHEDULE “C”

## GENERAL TERMS AND CONDITIONS

### INDEX

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>PAYMENT</td>
<td>20</td>
</tr>
<tr>
<td>Article 2</td>
<td>INFORMATION SUPPLIED BY THE CLIENT</td>
<td>22</td>
</tr>
<tr>
<td>Article 3</td>
<td>CONFIDENTIALITY, MATERIALS AND COPYRIGHT</td>
<td>22</td>
</tr>
<tr>
<td>Article 4</td>
<td>EMPLOYEES OF THE CONSULTANT</td>
<td>26</td>
</tr>
<tr>
<td>Article 5</td>
<td>ACCESS TO FACILITIES</td>
<td>26</td>
</tr>
<tr>
<td>Article 6</td>
<td>RECORDS AND AUDIT</td>
<td>26</td>
</tr>
<tr>
<td>Article 7</td>
<td>TERMINATION</td>
<td>27</td>
</tr>
<tr>
<td>Article 8</td>
<td>NOTICES</td>
<td>27</td>
</tr>
<tr>
<td>Article 9</td>
<td>LIABILITY</td>
<td>28</td>
</tr>
<tr>
<td>Article 10</td>
<td>COMPLIANCE WITH LAW</td>
<td>28</td>
</tr>
<tr>
<td>Article 11</td>
<td>ARBITRATION</td>
<td>28</td>
</tr>
<tr>
<td>Article 12</td>
<td>LAWS GOVERNING</td>
<td>29</td>
</tr>
<tr>
<td>Article 13</td>
<td>USE OF WORK</td>
<td>29</td>
</tr>
<tr>
<td>Article 14</td>
<td>CONFLICT OF INTEREST</td>
<td>29</td>
</tr>
<tr>
<td>Article 15</td>
<td>SUBCONTRACTORS</td>
<td>30</td>
</tr>
<tr>
<td>Article 16</td>
<td>GENERAL</td>
<td>30</td>
</tr>
</tbody>
</table>
SCHEDULE “C”

GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, thirty-seven thousand nine hundred thirty-five dollars ($37,935.00) (plus HST) in accordance with the following payment schedule:

(i) Periodic payments – payments paid monthly proportional with the amount of work completed to date.

Payment Option #2 Not Applicable

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) Person / Professional Designation – Hourly Rate

Payment Option #3 Not Applicable

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, $Insert Absolute Limit on Cost of Services (plus HST).

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Prime Consultant's expenses pursuant to this Agreement shall be made in accordance with either Option A or B below.

Reimbursement Option A
(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:

(i) **Insert Specific Reimbursable Items**

(b) All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower then the actual costs incurred by the Prime Consultant.

Reimbursement Option B Not Applicable

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(b) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 c. F-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(c) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.

(d) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

(e) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.

The Prime Consultant shall submit invoices to:
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confed. Building
St. John's, NL  A1B 4J6

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work.

2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

3.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

   all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(c) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL 2002 c. A-1.1, to mean recorded information about an identifiable individual, including,

   (i) the individual's name, address or telephone number,
(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,

(v) the individual's fingerprints, blood type or inheritable characteristics,

(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or

(ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.
3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client’s right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant’s remedies against the Client for the Client’s breaches under this Agreement do not include the right to deprive the Client of access to the Client’s information in the Prime Consultant’s possession.

3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant’s employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant’s privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.

3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant’s employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005, c. M-1.01, and the Privacy Act, RSNL1990 c. P-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant’s operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant’s employees, servants and/or agents.

3.7 The Prime Consultant shall ensure that it, and the Prime Consultant’s employees, servants and/or agents have in place and follow the appropriate...
systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant's employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in the Prime Consultant's security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “D”, unless otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule “D” as may be provided to the Prime Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule “D” and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant's employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “D”.

3.9 The Prime Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in
investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/info/privacybreach.html

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

4.1 The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.

4.2 The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

5.1 The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.

5.2 When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 6. RECORDS AND AUDIT

6.1 The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
6.2 The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

7.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.

7.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

7.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

8.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Tracy Chen, P.Eng.
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confederation Building
St. John’s, NL A1B 4J6
Phone: (709) 729-5587
Fax: (709) 729-1400
Email: tracyjchen@gov.nl.ca

For the Prime Consultant:

Crosbie Engineering Ltd.
21 Mews Place, 2nd Floor
P.O. Box 13295, Stn “A”
St. John’s, NL A1B 4A5
Phone: (709) 754-1911
Fax: (709) 754-1960
Email: dhopkins@crosbieeng.com

8.2 Notices, requests or documents shall be deemed to have been received by the addressee as follows:
(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant’s Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client’s Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any sub-consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant’s Representatives in the performance of the Work.

Article - 11. ARBITRATION

11.1 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall
first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

11.2 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.

11.3 Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 c. A-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

13.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

13.2 With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

14.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

14.2 The Prime Consultant and the Prime Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;

(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUBCONTRACTORS

15.1 The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client, which consent will not be unreasonably withheld.

15.2 The entry into any subcontract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

16.1 Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

16.2 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

16.3 Time shall be of the essence of this Agreement.

16.4 The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

16.5 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

16.6 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.7 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

16.8 The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.
SCHEDULE “D”

Protocols for Security of Government Information on Information Technology assets of Contractors

The Prime Consultant should confirm with the Client whether the Prime Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically authorized by the Prime Consultant’s Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- Where a Prime Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant’s sub-consultants that is of a non confidential nature need not be encrypted.
Hi Velda,

Please see attached revised PCA. I made some modification on Page 13 and an electrical assessment checklist is also attached. Let me know if you have any questions.

Please sign two copies and mail them to me if everything is ok.

I will send our record drawings and contact #s in the next couple of days.

Thanks,
Tracy

Hi Tracy,

Please see attached PCA with revised schedule. If schedule is acceptable, we need to go ahead with the project ASAP. We also require existing drawings of each school and contract number for each school.

Thanks,

Velda Dyke

Engineering Administrative Assistant

Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, N.L. A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!
Hi Velda,

Can I have more detailed schedule?

Thanks,
Tracy

Velda Dyke
Engineering Administrative Assistant

Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!

Hi Tracy,

As a follow up to our conversation yesterday, please see attached revised PCA for the above noted project.

Velda

Hi Tracy,

As requested, please see attached word doc for editing.

Velda
Hi Tracey,

Please see attached completed PCA for the above noted project. Please note Dean added extra cost for expenses. If you approve of these additional expenses, page 20 of the PCA is to be updated.

Regards,

Velda Dyke
Engineering Administrative Assistant

CROSBIENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, S1N "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!

---

From: Dean Hopkins [mailto:dhopkins@crosbieeng.com]
Sent: Tuesday, August 18, 2015 10:35 AM
To: File
Subject: FW: PCA - Electrical Assessments for 5 Schools

Hi Dean,

Your fee for above noted project has been approved. Please review attached PCA and fill out the required information, and send it back to me for final review before signature.

Let me know if you have any questions.

Thanks,
Tracy

Tracy Chen, P.Eng., PMP | Project Manager
Department of Education and Early Childhood Development
709-729-5587 (t) | 709-729-1400 (f)
tracychen@gov.nl.ca
“This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender.”

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STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND PRIME CONSULTANT

Electrical Assessments for Five Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John’s

EECD Project #: NLESD15001
AGREEMENT

THIS AGREEMENT made at St. John’s, in the Province of Newfoundland and Labrador, on this day of August 17, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Education.

(“the Client”)

AND: Crosbie Engineering Ltd.

(“the Prime Consultant”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions
In addition to the terms defined in the Special Terms and Conditions attached as Schedule “B”, (if any), and the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

a. “Contract Documents” shall mean and include:
   i. This head agreement (the “Head Agreement”);
   ii. The Scope of Work attached as Schedule “A”;
   iii. The Special Terms and Conditions attached as Schedule “B”;
   iv. The General Terms and Conditions attached as Schedule “C”; and

b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Prime Consultant’s Work
The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the “Work”).

III. Entire Agreement
It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing.
and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. **Representations and Warranties**
The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. **Conflict Between Provisions**
In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. **Start and Completion Date**
The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

| Start Date: | August 31, 2015 |
| Completion Date: | September 30, 2015 |

VII. **Effective Date**
The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. **Paragraph Numbering**
In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. **Counterparts**
This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.
HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Minister of Education and Early Childhood Development, or his/her authorized designate

Crosbie Engineering Limited

Name: Dean Hopkins
Date: August 21, 2015

Name: Neil Cleary
Date: August 21, 2015
### SCHEDULE "A"

**SCOPE OF WORK**
**BETWEEN PRIME CONSULTANT AND CLIENT**

**INDEX**

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 1</td>
<td>DEFINITIONS</td>
<td>6</td>
</tr>
<tr>
<td>Part 2</td>
<td>RESPONSIBILITIES</td>
<td>7</td>
</tr>
<tr>
<td>Part 3</td>
<td>GENERAL REQUIREMENTS</td>
<td>8</td>
</tr>
<tr>
<td>Part 4</td>
<td>BASIS OF PAYMENT SCHEDULE</td>
<td>11</td>
</tr>
</tbody>
</table>

Schedule I.................. Project Description  
Schedule II............. Basic and other Additional Services Fees  
Schedule III............. Additional Reimbursement Allowances  
Schedule IV............. Schedule of the Performance of Consultant Services  
Schedule V............. Other Conditions of Services
PART 1  DEFINITIONS

1.1 Project Budget Forecast: means the Client’s estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees and acquisition costs.

1.2 Construction Budget Forecast: means the Client’s estimated Construction Cost including contingencies for cost increases.

1.3 Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.

1.4 Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.

1.5 Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.

1.6 Project Management Design Administration Manual (PMDA Manual): a manual developed and maintained by the Department of Transportation and Works, Works Branch, for the purpose of presenting standards, guidelines and instructions for the delivery of building projects administered by the Works Branch. Unless otherwise agreed between the parties, the version published on the date of this Contract shall be the version applicable to this Contract.

1.7 Additional Services: means Consulting Services provided that are additional to the Basic Services.

1.8 Basic Services: means Consulting Services as outlined in the PMDA Manual.

1.9 Cost Control Services: means a service to monitor and advice on Project Budget and Construction Budget Forecasts.

1.10 Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

1.11 Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

1.12 Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
PART 2 RESPONSIBILITIES

2.1 PRIME CONSULTANT

.1 The Prime Consultant's services consist of Basic Services and Additional Services which may be required to perform the Work. The phases of the Prime Consultant's Basic Services, and Additional Services are listed on Schedule II, and further elaborated in the Project Management and Design Administration (PMDA) Manual of the Department of Transportation and Works.

.2 The Prime Consultant's services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and sub consultant's work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client's requirements, as outlined in the PMDA Manual.

.3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Client's tendering and contract procedures and administrative practices will be followed in the performance of this phase, as outlined in the PMDA Manual.

.4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant's service shall be based upon either full responsibility or partial responsibility.

.1 Full Responsibility

.1 As outlined in the PMDA Manual, services provided under full responsibility include assessing construction work carried out on or in relation to the project and offering an opinion as to whether or not the construction of the project is in accordance with the contract documents prepared by the Prime Consultant.

.2 Partial Service

.1 The scope of this partial service is to be outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.

.5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings as outlined in the PMDA Manual, and advice concerning issues arising during this period.

.6 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant, as outlined in the PMDA Manual.

.7 The following schedules apply:

- Schedule I - Project Description
- Schedule II - Basic and Other Additional Services Fees
- Schedule III - Additional Reimbursable Allowances
- Schedule IV - Other Conditions of Services
2.2 CLIENT'S RESPONSIBILITIES

.1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.

.2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.

.3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.

.4 The Client may provide information regarding the project including: a program, which shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

.5 The Client will provide the Prime Consultant with a Project Budget Forecast.

.6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, hazardous material surveys.

.7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

.8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the sub-consultant(s) performing the work under the direction of the Prime Consultant.

.9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

The Prime Consultant will provide the Client with a list of its employees and those of its sub-consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of key employees, changes in the numbers of key employees or changes to rates of key employees assigned to the project.
3.2 SCHEDULE

.1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule “IV” hereto. The schedule shall incorporate all major design milestones as presented in the PMDA Manual.

.2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

.3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 COST CONTROL

.1 The Prime Consultant shall provide Cost Control Services in accordance with PMDA Manual.

.2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant’s expense to bring the cost estimate within the approved Project Budget Forecast.

.3 If the preferred bidder's lender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant's control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

.1 Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.

.2 The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.

.3 Any increases in the fees payable caused by a material changes or other changes shall be communicated by the Prime Consultant in writing to the Client
prior to incurring such costs to permit the Client to mitigate the amount of increased costs.

3.5 ERRORS AND OMISSIONS

.1 Any costs resulting from design errors on the part of the Prime Consultant, sub-consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any sub-consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a sub-consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by sub-consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of sub-consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to take such steps as the Client deems to be appropriate, to ensure that any sub-consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such sub-consultant.

.2 Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

.1 The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.

.2 The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.

.3 Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client, that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.

.4 If the Prime Consultant does not promptly and diligently comply with or fails to meet the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client’s rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.
3.7 INSURANCE COVERAGE

.1 The Prime Consultant shall supply written proof of:

.1 Professional liability insurance coverage equal or greater than $250,000 per claim, $500,000 in aggregate for projects under $2 million construction value or $500,000 per claim, $1,000,000 aggregate for projects over $2 million. The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant’s Insurer. This Insurance shall remain in effect until the expiry of the general contractor’s one year warranty on the project.

.2 Commercial liability insurance acceptable to the Client with a minimum limit of $1,000,000.

.2 The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

PART 4 BASIS OF PAYMENT SCHEDULE

4.1 The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or on the basis of approved level of effort at agreed per diem rates.

4.2 The Client will pay for Basic Services on the basis of the agreed fixed fee. The Client’s Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.

4.3 The fee for Basic Services will be apportioned to the phases of service as outlined in Schedule II - “Basic Services and Other Additional Services’ Fees”.

4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.

4.5 The Client will pay for resident services during construction, when requested based on an agreed fixed fee amount. The fee amount is to include all payroll costs, site-related expenses and allowances as agreed.

4.6 The Client will pay for construction management services when requested on the basis of the level of effort required during project implementation based on an agreed fixed fee.

4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in the PMDA Manual.

4.8 The Client will pay for day-to-day routine expenses such as; long distance charges, reproduction costs, client presentations and submissions, original contract documents (hardcopy), courier services, travel over 50 km from office on an agreed fixed amount, All routine expenses to be charged at cost. Meals, Private Vehicle usage, and incidental expense are to be paid on the basis of Government Rates at time of this Agreement.

4.9 The Client will pay for Additional Reimbursable Allowances as provided for in
Schedule III - “Additional Reimbursable Allowances”. These allowances require supporting documents to be provided for payment.
SCHEDULE I
PROJECT DESCRIPTION

Electrical Assessments of Five (5) Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John's

The scope of services includes visiting each of the above schools and performing a mechanical and electrical assessment of each of these systems.

The assessments will be conducted as per the Department's Electrical Assessment checklist. Inspection is to include photos and backup documentation as required, followed by a scope review meeting to discuss findings.

The electrical scope includes a visual inspection of the life safety systems (emergency and exit lighting and fire alarm system), the normal lighting system, the electrical distribution system, intercom/PA/program bell system, data system, security system and the heating system.

The mechanical scope includes a visual assessment of the heating system and the heating control system.
SCHEDULE II
BASIC AND OTHER ADDITIONAL SERVICES FEES

• Electrical Assessments (5 schools) $37,935.00
• Design Development
  • Contract Documents $ 
  • Regulatory Submissions $ 
  • Tendering & Contract Award $ 
  • Contract Administration & Resident Inspections $ Partial Responsibility
• Project Completion Phase and Project Record Drawings $ 
• Other Additional Services:
  • Certify installation of Fall Arrest System $ 
• Prime Consultant Project Expenses for Above Services (Including Travel Time) $ 

TOTAL BASIC AND OTHER SERVICES FEES $37,935.00

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE (From Schedule III) $ 

TOTAL SERVICE FEE (Total Schedule II + III) $37,935.00

Note: Schedule III "Additional Reimbursable Allowances"
SCHEDULE III
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

- Site Surveys $
- Geotechnical Investigations $
- Materials Testing $
- Travel Expenses $
- Office Expenses $

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES $
SCHEDULE IV
SCHEDULE OF THE PERFORMANCE OF CONSULTANT SERVICES

Electrical Assessments of Five Schools

Roncalli High, Avondale  Start:  August 31, 2015, Completion: Sept. 4, 2015
St. Francis of Assissi, Outer Cove  Start:  Sept. 4, Completion: Sept. 11, 2015
SCHEDULE V
OTHER CONDITIONS OF SERVICES
SCHEDULE “B”

SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the Department of Justice of the Government of Newfoundland and Labrador (the “Department of Justice”) and the Deputy Minister of the Department requesting the Work (the “Deputy Minister”). These Special Terms and Conditions shall not be of any effect unless initialed by both a lawyer assigned by the Department of Justice and the Deputy Minister.

__________________________________________  _______________________________________
Margaret Gillies, Q.C., General Counsel           Janet Vivian-Walsh, Deputy Minister

The Special Terms and Conditions of this Agreement are follows:
As per the Contract terms contained herein

OR

1. No Special Terms and Conditions

__________________________________________
Department of Justice

__________________________________________
Deputy Minister
## SCHEDULE "C"

**GENERAL TERMS AND CONDITIONS**

### INDEX

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PAYMENT</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>INFORMATION SUPPLIED BY THE CLIENT</td>
<td>22</td>
</tr>
<tr>
<td>3</td>
<td>CONFIDENTIALITY, MATERIALS AND COPYRIGHT</td>
<td>22</td>
</tr>
<tr>
<td>4</td>
<td>EMPLOYEES OF THE CONSULTANT</td>
<td>26</td>
</tr>
<tr>
<td>5</td>
<td>ACCESS TO FACILITIES</td>
<td>26</td>
</tr>
<tr>
<td>6</td>
<td>RECORDS AND AUDIT</td>
<td>26</td>
</tr>
<tr>
<td>7</td>
<td>TERMINATION</td>
<td>27</td>
</tr>
<tr>
<td>8</td>
<td>NOTICES</td>
<td>27</td>
</tr>
<tr>
<td>9</td>
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<td>28</td>
</tr>
<tr>
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<td>ARBITRATION</td>
<td>28</td>
</tr>
<tr>
<td>12</td>
<td>LAWS GOVERNING</td>
<td>29</td>
</tr>
<tr>
<td>13</td>
<td>USE OF WORK</td>
<td>29</td>
</tr>
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<td>14</td>
<td>CONFLICT OF INTEREST</td>
<td>29</td>
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<td>15</td>
<td>SUBCONTRACTORS</td>
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</tr>
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<td>16</td>
<td>GENERAL</td>
<td>30</td>
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</tbody>
</table>
SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, thirty-seven thousand nine hundred thirty-five dollars ($37,935.00) (plus HST) in accordance with the following payment schedule:

(i) **Periodic payments** – payments paid monthly proportional with the amount of work completed to date.

Payment Option #2 Not Applicable

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) **Person / Professional Designation – Hourly Rate**

Payment Option #3 Not Applicable

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, $Insert Absolute Limit on Cost of Services (plus HST).

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Prime Consultant's expenses pursuant to this Agreement shall be made in accordance with either Option A or B below.

Reimbursement Option A
(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:

(i) **Insert Specific Reimbursable Items**

(b) All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client; even if such rates are lower than the actual costs incurred by the Prime Consultant.

**Reimbursement Option B Not Applicable**

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

### 1.3 Payment General

(a) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(b) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 c. F-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(c) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.

(d) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

(e) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client’s internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
(f) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.

(g) The Prime Consultant shall submit invoices to:
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confed. Building
St. John's, NL A1B 4J6

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work.

2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

3.1 For the purposes of this Article “Confidential Information” means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Prime Consultant, the Prime Consultant’s employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant’s employees, servants and/or agents during the performance of the services or in any way related thereto;

(c) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL 2002 c. A-1.1, to mean recorded information about an identifiable individual, including,

(i) the individual’s name, address or telephone number,
(ii) the individual's race, national or ethnic origin, colour, or religious
or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, marital status or
family status,

(iv) an identifying number, symbol or other particular assigned to the
individual,

(v) the individual's fingerprints, blood type or inheritable
characteristics,

(vi) information about the individual's health care status or history,
including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or
employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected
by the Prime Consultant, the Prime Consultant's employees, servants
and/or agents during the performance of the services or in any way
related thereto;

(e) all information that is developed based upon Confidential Information
including the work product of the Prime Consultant, the Prime
Consultant's employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Prime Consultant
was or thereafter became part of the public domain through no act
or omission of the Prime Consultant or the Prime Consultant's
Representatives; or

(ii) is information which the Prime Consultant can show possession of
prior to the date of this Agreement and which was received or
developed by the Prime Consultant free of obligations of
confidentiality to the Client.

3.2 The Prime Consultant shall treat all Confidential Information acquired by the
Prime Consultant in the performance of the Services as privileged and
confidential and shall not divulge the same to any person or persons at any time
without the express written approval of the Client, unless required to do so by
law, which may include any subpoena or other similar process or in connection
with litigation, arbitration or other proceeding or by virtue of an act or regulations.
In the event that such disclosure is required, the Prime Consultant shall give the
Client prompt notice of the requirement upon becoming aware that such disclosure
is required. Where circumstances do not permit the Prime Consultant to provide
such notice prior to disclosure, the Prime Consultant shall provide such notice to the
Client immediately after the required disclosure.
3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client’s right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant’s remedies against the Client for the Client’s breaches under this Agreement do not include the right to deprive the Client of access to the Client’s information in the Prime Consultant’s possession.

3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant’s employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant’s privileged to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.

3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant’s employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005, c. M-1.01, and the Privacy Act, RSNL1990 c. P-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant’s operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant’s employees, servants and/or agents.

3.7 The Prime Consultant shall ensure that it, and the Prime Consultant’s employees, servants and/or agents have in place and follow the appropriate
systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant’s own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant’s employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in the Prime Consultant’s security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client’s consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “D”, unless otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule “D” as may be provided to the Prime Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule “D” and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant’s employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “D”.

3.9 The Prime Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client’s information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in
investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/info/privacybreach.html

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

4.1 The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.

4.2 The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

5.1 The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.

5.2 When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 6. RECORDS AND AUDIT

6.1 The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
6.2 The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

7.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.

7.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

7.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

8.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Tracy Chen, P.Eng.
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confederation Building
St. John’s, NL A1B 4J6
Phone: (709) 729-5587
Fax: (709) 729-1400
Email: tracychen@gov.nl.ca

For the Prime Consultant:

Crosbie Engineering Ltd.
21 Mews Place, 2nd Floor
P.O. Box 13295, Stn “A”
St. John’s, NL A1B 4A5
Phone: (709) 754-1911
Fax: (709) 754-1960
Email: dhopkins@crosbieeng.com

8.2 Notices, requests or documents shall be deemed to have been received by the addressee as follows:
(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any sub-consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.

Article - 11. ARBITRATION

11.1 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall
first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

11.2 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.

11.3 Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 c. A-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

13.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

13.2 With respect to 13.1 the Prime Consultant’s liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

14.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

14.2 The Prime Consultant and the Prime Consultant’s Representatives:
   (a) shall conduct all duties related to this Agreement with impartiality;
   (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUBCONTRACTORS

15.1 The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client. which consent will not be unreasonably withheld.

15.2 The entry into any subcontract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

16.1 Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

16.2 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

16.3 Time shall be of the essence of this Agreement.

16.4 The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

16.5 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

16.6 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.7 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

16.8 The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.
SCHEDULE “D”

Protocols for Security of Government Information on Information Technology assets of Contractors

The Prime Consultant should confirm with the Client whether the Prime Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically authorized by the Prime Consultant’s Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- Where a Prime Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant’s sub-consultants that is of a non confidential nature need not be encrypted.
Electrical Inspection Standard Forms for Schools
DEPARTMENT OF EDUCATION and Early Childhood Development  
ELECTRICAL INSPECTION STANDARD FORMS  
FOR  
SCHOOLS

| School Name | Date of inspections | Company | Full name and address of Individuals doing inspection  
Specify Code 1 Electrician |
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In the following check tables where A, B, C are the boxes to be checked, A indicates very good, B satisfactory, and C poor or unsatisfactory condition. Contractor/Electrician is to have infrared tester as part of equipment. Testing is called for in some of the check box format. Other testing for hot spots should be carried out if areas or equipment if it is considered necessary or useful to this check. The Contractor is advised to inspect all areas of the school including the attic and crawl spaces.
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<th>Service Entrance and Distribution</th>
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<th>Comments or details</th>
<th>Initials</th>
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<td>Switch ☐ Service Entrance Board ☐</td>
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<tr>
<td>Overload Protection and Spares</td>
<td>Breakers ☐ Fuses ☐ Spare breakers? YES ☐ NO ☐ Spare space c/w mounting hardware? YES ☐ NO ☐</td>
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<tr>
<td>Number of Meters</td>
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<td>Installation</td>
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<td>Are exterior service wires supported properly?</td>
<td>YES ☐ NO ☐</td>
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<td>Are proper distances maintained?</td>
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<td>Question</td>
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<td>NO</td>
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<td>-------------------------------------------------------------------------</td>
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<td>Watertight?</td>
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<td>Leaks?</td>
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<td></td>
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<tr>
<td>Layout is as per drawing?</td>
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<tr>
<td>Modify existing service layout if necessary or If none available provide sketch.</td>
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<td>Check accuracy of single line diagram</td>
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<td>Visual check inside SE panels</td>
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<td>Signs of overheating, moisture, rust stains or arcing</td>
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<tr>
<td>If yes, provide details</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No Drawing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condition of breakers, wiring</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KAIC Rating:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicate main breaker type</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operate switches/breakers 3 times</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior needs cleaning?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check main lugs. Retighten and recheck later.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do cover doors lock?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Directory up to date?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Torque cable and bus connections, secure?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surge suppression equipment installed?</td>
<td>YES □ NO □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mfg. ___________________________</td>
<td>Model #: ___________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rating ___________ kA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Any recorded damage from power surges? | YES □ NO □ |

<table>
<thead>
<tr>
<th>Infrared Scan of service equipment</th>
<th>YES □ NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot spots? YES □ If yes, provide details</td>
<td>NO □</td>
</tr>
<tr>
<td>Indicate equipment used for infrared Scan.</td>
<td>___________</td>
</tr>
</tbody>
</table>

| Recheck main lugs | A □ B □ C □ |

| Detail corrective measures. | |

---

Government of Newfoundland and Labrador
Department of Education and Early Childhood Development.
<table>
<thead>
<tr>
<th>Distribution BKR’s</th>
<th>Data</th>
<th>Comments or details</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Test by operating 3 times. Check for smooth operation; adjust as required</td>
<td>□ A □ □ B □ □ C □ □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open, blow out dust and dirt using vacuum cleaner</td>
<td>□ YES □ □ NO □ □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check for signs of damage, overheating and abuse</td>
<td>□ YES □ □ NO □ □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check all bolts and terminal are tight; retorque terminations</td>
<td>□ YES □ □ NO □ □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean fuse ends and holders (if applicable)</td>
<td>□ YES □ □ NO □ □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean cover and immediate area</td>
<td>□ YES □ □ NO □ □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Switches sized correctly?</td>
<td>□ YES □ □ NO □ □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perform infrared scan.</td>
<td>□ YES □ □ NO □ □</td>
<td>□ Hot spots? □ YES □ □ If yes, provide details □ NO □</td>
<td></td>
</tr>
</tbody>
</table>

   Equipment used for infrared Scan: 

   Visual check to interior, condition of wiring                                  | □ A □ □ B □ □ C □ □  |                     |          |
<table>
<thead>
<tr>
<th>Distribution Panels</th>
<th>Data</th>
<th>Comments or details</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspect the condition of boxes and cabinets, ensure mounting is free of vibration or looseness, and clean.</td>
<td>A☐B☐C☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check ground connections</td>
<td>A☐B☐C☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspect all wires for any signs of damage, overheating, looseness of connections, cable swelling</td>
<td>YES☐ NO☐</td>
<td>Tighten cable connections and repair as required: YES NO☐</td>
<td></td>
</tr>
<tr>
<td>Check security of conduits and fittings attached to enclosure.</td>
<td>YES☐ NO☐</td>
<td>Tighten cable connections and repair as required: YES NO☐</td>
<td></td>
</tr>
<tr>
<td>Ensure that all covers are installed properly</td>
<td>YES☐ NO☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perform infrared scan</td>
<td>YES☐ NO☐</td>
<td>Hot spots?: YES☐ If yes, provide details Max Temp: ____ NO☐</td>
<td></td>
</tr>
<tr>
<td>Detail corrective measures</td>
<td></td>
<td>Equipment used for Infrared Scan:</td>
<td></td>
</tr>
<tr>
<td>Service Grounding</td>
<td>Data</td>
<td>Comments or details</td>
<td>Initials</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-------------------------------------------</td>
<td>---------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Main service ground wire size</td>
<td>Is this sized as per code? YES □ NO □ Neutral grounded? YES □ NO □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grounding</td>
<td>A □ B □ C □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is equipment in electrical room</td>
<td>YES □ NO □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>grounded to ground bus?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Main Ground Connection</td>
<td>Ground rods □</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Water Main □</td>
<td>Number of ground rods</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Both □</td>
<td>Is water main metallic? YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>External ground bus?</td>
<td>YES □ NO □</td>
<td>Ground wiring secured to bus? YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>Dedicated ground wire for feeders</td>
<td>YES □ NO □</td>
<td>Is ground wire sized as per code? YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>Ground resistance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ohms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transformers (Add more sheets if needed.)</td>
<td>Data</td>
<td>Comments or details</td>
<td>Initials</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>------</td>
<td>---------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Transformer # or ID on Plan</td>
<td>Transformer</td>
<td>Transformer</td>
<td>Transformer</td>
</tr>
<tr>
<td>Manufacturer</td>
<td>Mfg:</td>
<td>Mfg:</td>
<td>Mfg:</td>
</tr>
<tr>
<td>Catalogue #</td>
<td>Cat#:</td>
<td>Cat#:</td>
<td>Cat#:</td>
</tr>
<tr>
<td>Type</td>
<td>Standard K- Rated</td>
<td>Standard K- Rated</td>
<td>Standard K- Rated</td>
</tr>
<tr>
<td>Harmonic Mitigating</td>
<td>Harmonic Mitigating</td>
<td>Harmonic Mitigating</td>
<td>Harmonic Mitigating</td>
</tr>
<tr>
<td>Kva</td>
<td>Kva</td>
<td>Kva</td>
<td>Kva</td>
</tr>
<tr>
<td>Pri V. Sec V</td>
<td>Pri V. Sec V</td>
<td>Pri V. Sec V</td>
<td>Pri V. Sec V</td>
</tr>
<tr>
<td>___Phase ___Wires</td>
<td>___Phase ___Wires</td>
<td>___Phase ___Wires</td>
<td>___Phase ___Wires</td>
</tr>
<tr>
<td>Mtd: Wall Floor</td>
<td>Mtd: Wall Floor</td>
<td>Mtd: Wall Floor</td>
<td>Mtd: Wall Floor</td>
</tr>
<tr>
<td>A B C</td>
<td>A B C</td>
<td>A B C</td>
<td>A B C</td>
</tr>
<tr>
<td>Class: Copper Aluminium</td>
<td>Copper Aluminium</td>
<td>Copper Aluminium</td>
<td>Copper Aluminium</td>
</tr>
<tr>
<td>___%</td>
<td>___%</td>
<td>___%</td>
<td>___%</td>
</tr>
<tr>
<td>Primary: Delta Wye</td>
<td>Primary: Delta Wye</td>
<td>Primary: Delta Wye</td>
<td>Primary: Delta Wye</td>
</tr>
<tr>
<td># Taps</td>
<td>FCAN FCBN</td>
<td>FCAN FCBN</td>
<td>FCAN FCBN</td>
</tr>
<tr>
<td>#FCAN / FCBN Taps</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enclosure Type</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Measure primary actual Volts'amps</td>
<td>Actual Volts: Ph. A</td>
<td>Actual Volts: Ph. A</td>
<td>Actual Volts: Ph. A</td>
</tr>
<tr>
<td>Ph. B Ph. C</td>
<td>Ph. B Ph. C</td>
<td>Ph. B Ph. C</td>
<td>Ph. B Ph. C</td>
</tr>
<tr>
<td>Measure secondary actual Volts'amps</td>
<td>Actual Volts: Ph. A</td>
<td>Actual Volts: Ph. A</td>
<td>Actual Volts: Ph. A</td>
</tr>
<tr>
<td>Ph. B Ph. C</td>
<td>Ph. B Ph. C</td>
<td>Ph. B Ph. C</td>
<td>Ph. B Ph. C</td>
</tr>
<tr>
<td>Louvers clear of any obstructions?</td>
<td>YES NO</td>
<td>YES NO</td>
<td>YES NO</td>
</tr>
<tr>
<td>Enclosure Temperature in acceptable range?</td>
<td>YES NO</td>
<td>YES NO</td>
<td>YES NO</td>
</tr>
<tr>
<td>Max. Temp:</td>
<td>Max. Temp:</td>
<td>Max. Temp:</td>
<td>Max. Temp:</td>
</tr>
<tr>
<td>Question</td>
<td>YES</td>
<td>NO</td>
<td>YES</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>-----</td>
<td>----</td>
<td>-----</td>
</tr>
<tr>
<td>Any unusual noise?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean/blow out/vacuum transformer</td>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>Retorque primary and secondary connections?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall mounting distance to CEC?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiring sized to code?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condition of wiring</td>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>Room Ventilated?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Panel Boards

One column for each board (add more sheets if needed)

<table>
<thead>
<tr>
<th>Panel Manufacturer and model</th>
<th>Panel ID:</th>
<th>Panel ID:</th>
<th>Panel ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mfg.:</td>
<td>Model #:</td>
<td>Mfg.:</td>
<td>Model #:</td>
</tr>
</tbody>
</table>

### Nominal voltage

<table>
<thead>
<tr>
<th>Actual Voltage</th>
<th>Ph. A:</th>
<th>Ph. B:</th>
<th>Ph. C:</th>
</tr>
</thead>
</table>

### Rated Amps

<table>
<thead>
<tr>
<th>Actual Amps</th>
<th>Ph. A:</th>
<th>Ph. B:</th>
<th>Ph. C:</th>
</tr>
</thead>
</table>

### No. of circuits

<table>
<thead>
<tr>
<th>No. Circuits being used</th>
<th>Ccts</th>
<th>Ccts Used</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Spare breaks?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

### Spare space c/w mounting hardware?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

### Separate ground wire for feeders?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

### Breaker type?

<table>
<thead>
<tr>
<th>Bolt-on</th>
<th>Push-on</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Visual check interior, condition of wiring

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Moisture or rust stains

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

### Sign of overheating in the panel?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

### Condition of Breakers

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Wiring secure in terminals

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

### Panel schedules complete and accurate?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

### Panels inspected for corrosion or signs of arcing

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

### Improper use of panels or switches as junction boxes?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

### Breaker terminals use for more than one

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

### Comments of further details

Initials
<table>
<thead>
<tr>
<th>Branch wiring sized to Electrical code for the breakers?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perform infrared test</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Enclosure needs cleaning?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Solid, vibration free hardware</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Check door lock and hardware</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Check locknuts and bushings</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Check proper identification</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Inspect fuses and clean contacts and bus connections</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Operate all breakers 3 times</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Check if breaker panel short circuit protection rating matches panel rating</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Fillers missing?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Panel overfull?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Ground bus in panel?</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>
### Wire and conduit

<table>
<thead>
<tr>
<th>Data</th>
<th>Comments or details</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>General wiring type</td>
<td>Copper conductors in conduit □ NM □ TYPE □ BX □ R60 □ Other</td>
<td></td>
</tr>
<tr>
<td>Observations on wire/conduit</td>
<td>Old □ Needs Upgrading □ Poor Installation □ Satisfactory □</td>
<td></td>
</tr>
<tr>
<td>Wire/conduit adequately supported?</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Branch wiring sized to code for breakers</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>Use of extension cords</td>
<td>Normal □ Excessive □</td>
<td></td>
</tr>
</tbody>
</table>

### Ventilation System

<table>
<thead>
<tr>
<th>Data</th>
<th>Comments or details</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power connections</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Motors</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Check vibration/bearings</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>Check Temperature</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>Check wire terminations cable and connectors</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>Check flexible cable for damage</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>Controls</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Does ventilation system use heat recovery?&quot;</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>Condition of filters/heat recovery&quot;</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Type of heat recovery?&quot;</td>
<td>Static plate □ Enthalpy Wheel □ None □</td>
<td></td>
</tr>
<tr>
<td>Condition of any outdoor air dampers?&quot;</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Are outdoor air dampers operable?&quot;</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>Starter/Contactor</td>
<td>Data</td>
<td>Comments or Details</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Is dirt, rust or corrosion excessive?</td>
<td>YES  NO</td>
<td></td>
</tr>
<tr>
<td>Torque electrical connectors.</td>
<td>YES  NO</td>
<td></td>
</tr>
<tr>
<td>Look for discoloration of any current carrying parts.</td>
<td>YES  NO</td>
<td></td>
</tr>
<tr>
<td>Check mechanical connectors.</td>
<td>YES  NO</td>
<td></td>
</tr>
<tr>
<td>Check for spring clip pressure of fuse clips.</td>
<td>YES  NO</td>
<td></td>
</tr>
<tr>
<td>Check for any signs of overheating or mechanical injury to coils.</td>
<td>YES  NO</td>
<td></td>
</tr>
<tr>
<td>Check Push Buttons, Selector switches or Pilot Devices.</td>
<td>A  B  C</td>
<td></td>
</tr>
<tr>
<td>Check contactors for flashing.</td>
<td>A  B  C</td>
<td></td>
</tr>
<tr>
<td>Check for noise</td>
<td>A  B  C</td>
<td></td>
</tr>
<tr>
<td>Trip overload relays by hand to ensure mechanically free.</td>
<td>YES  NO</td>
<td></td>
</tr>
<tr>
<td>List any parts which must be replaced.</td>
<td>YES  NO</td>
<td></td>
</tr>
<tr>
<td>Perform infrared scan of unit</td>
<td>YES  NO</td>
<td></td>
</tr>
<tr>
<td>Hot Spots? Yes  If yes, Provide details</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Indicate equipment used for infrared Scan:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motor Disconnect switches</td>
<td>Data</td>
<td>Comments or details</td>
</tr>
<tr>
<td>--------------------------</td>
<td>------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Test by operating 3 times. Check for smooth operation; adjust as required.</td>
<td>A☐ B☐ C☐</td>
<td></td>
</tr>
<tr>
<td>Open, blow out dust and dirt using vacuum cleaner</td>
<td>YES☐ NO☐</td>
<td></td>
</tr>
<tr>
<td>Check for signs of damage, overheating and abuse.</td>
<td>YES☐ NO☐</td>
<td></td>
</tr>
<tr>
<td>Check all bolts and terminals are tight; retorque terminals</td>
<td>YES☐ NO☐</td>
<td></td>
</tr>
<tr>
<td>Clean fuse ends and holders (if applicable)</td>
<td>YES☐ NO☐</td>
<td></td>
</tr>
<tr>
<td>Clean cover and immediate area</td>
<td>YES☐ NO☐</td>
<td></td>
</tr>
<tr>
<td>Switches sized correctly</td>
<td>YES☐ NO☐</td>
<td>Fused Correctly? YES☐ NO☐</td>
</tr>
<tr>
<td>Visual check interior, condition of wiring</td>
<td>A☐ B☐ C☐</td>
<td></td>
</tr>
<tr>
<td>Perform infrared scan</td>
<td>YES☐ NO☐</td>
<td></td>
</tr>
<tr>
<td>Hot Spots? Yes☐ If yes, Provide details No☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicate equipment used for infrared Scan:</td>
<td></td>
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### Junction Boxes

<table>
<thead>
<tr>
<th>Data</th>
<th>Comments or details</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Check junction boxes above ceiling tile or in crawl spaces or attic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Covers off</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>- Are boxes overfilled?</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>- Check temperature</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>- Are connections large enough?</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>- Retorque splice and locknuts</td>
<td>YES □ NO □</td>
<td></td>
</tr>
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### Fire Alarm

<table>
<thead>
<tr>
<th>Data</th>
<th>Comments or details</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Manufacturer</td>
<td>Mfg.:</td>
<td></td>
</tr>
<tr>
<td>- Model Number</td>
<td>Model #:</td>
<td></td>
</tr>
<tr>
<td>- Visually check Fire Alarm panel</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>- Zones</td>
<td>Adequate: YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>- Graphic Display</td>
<td>YES □ NO □ Up to date? YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>- Service data company</td>
<td>Company:</td>
<td></td>
</tr>
<tr>
<td>- Date of last test/service</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>- Visual check FA component: bells, detectors and pull stations are intact and in place</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>- Fire Alarm panel connected to line side of main disconnect</td>
<td>YES □ NO □</td>
<td></td>
</tr>
<tr>
<td>Lighting</td>
<td>Data</td>
<td>Comments or details</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Are lights in good condition complete with lens and lamps?</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Is there any sign of dampness; are there ceiling leaks in the area?</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Remove lens and check interior of fixtures to approx. 5% of total in school. Randomly check the fixtures in each of the following locations:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offices</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Gym</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Stage</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Lunchroom</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Classrooms</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Corridors</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Exterior</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Type of lighting in gym ceiling?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of exterior/parking lot lighting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are exterior/parking lot lights photocell controlled?&quot;</td>
<td>Yes □ No □</td>
<td></td>
</tr>
<tr>
<td>Are exterior lights on during the daylight hours?&quot;</td>
<td>Yes □ No □</td>
<td></td>
</tr>
<tr>
<td>Visually inspect old fixtures ballasts</td>
<td>Ballasts leaking? Yes □ No □</td>
<td></td>
</tr>
<tr>
<td>Ballast nameplate</td>
<td>Suspect PCBS? Yes □ No □</td>
<td></td>
</tr>
<tr>
<td>Lamp sockets damage?</td>
<td>A □ B □ C □</td>
<td></td>
</tr>
<tr>
<td>Lamp type</td>
<td></td>
<td></td>
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</table>
### Emergency Lighting Data

<table>
<thead>
<tr>
<th></th>
<th>Central System</th>
<th>Individual battery packs</th>
<th>Comments or Details</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of system</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voltage?</td>
<td>6 V</td>
<td>12V</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heads:</td>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check lock –on devices provided</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check battery condition</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are units intact?</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manually cause power outage on emergency lighting units, check that units are energized</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Check condition of fixtures</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Check batteries are charging</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Last test date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do 1 hr discharge test</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
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<tr>
<td>Turn on normal power for emergency lights before leaving the building!</td>
<td>Yes</td>
<td>No</td>
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</tbody>
</table>

### Exit Lighting Data

<table>
<thead>
<tr>
<th></th>
<th>LED</th>
<th>Incandescent</th>
<th>Comments or Details</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>CSA C860 certified?</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manually cause power outage on exit lighting units, check that units are energized</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Turn on normal power for exit lights before leaving the building!</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heating</td>
<td>Data</td>
<td>Comments or details</td>
<td>Initials</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>------------</td>
<td>---------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>Electric or Oil fired</td>
<td>Oil □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Energy Management System Installed?</td>
<td>Yes □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturer:</td>
<td>Mfg:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type:</td>
<td>Type:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspect heater relays and junction boxes to 5% total in school.</td>
<td>A □ B □ C □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric heat</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical condition of heaters</td>
<td>A □ B □ C □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do heaters operate as required?</td>
<td>Yes □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check heaters for debris.</td>
<td>Yes □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heater control</td>
<td>A □ B □ C □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are heater relays used?</td>
<td>Yes □</td>
<td>If yes, provide details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specify heater relay location</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Problems with heater controls?</td>
<td>Yes □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are all wiring connections secure in boxes with covers?</td>
<td>A □ B □ C □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil fired</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condition of furnace controls and power</td>
<td>A □ B □ C □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last recorded inspection date?</td>
<td>Date:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check for oil leaks</td>
<td>Yes □</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel tank location and age</td>
<td>Location</td>
<td>Age:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check power and control wiring connector terminations</td>
<td>Yes □ No □</td>
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<td></td>
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</tr>
<tr>
<td>Safety switch at entrance door</td>
<td>Yes □</td>
<td></td>
<td></td>
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<tr>
<td>Thermostats</td>
<td></td>
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<tr>
<td>Type</td>
<td>Line Voltage □ Low Voltage □ Pneumatic □</td>
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<tr>
<td>Wire Devices</td>
<td>Data</td>
<td>Comments or details</td>
<td>Initials</td>
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</tr>
<tr>
<td>--------------------------------------</td>
<td>------</td>
<td>---------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>Duplex Receptacles</td>
<td>A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Separate ground</td>
<td>Yes</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>No</td>
<td></td>
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</tr>
<tr>
<td>Check polarity of receptacles to 10% total in school</td>
<td>Polarity correct? Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GFI receptacles</td>
<td>A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B</td>
<td></td>
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</tr>
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<td></td>
<td>C</td>
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<tr>
<td>Range outlet</td>
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<tr>
<td></td>
<td>B</td>
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</tr>
<tr>
<td></td>
<td>C</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other outlets</td>
<td>A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>C</td>
<td></td>
<td></td>
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<tr>
<td>Lighting switches</td>
<td>A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B</td>
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<table>
<thead>
<tr>
<th>General</th>
<th>Data</th>
<th>Comments or details</th>
<th>Initials</th>
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<tbody>
<tr>
<td>Sundry electrical items, visually spot check all electrical aspects of systems</td>
<td>A</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>B</td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td>condition</td>
<td>A</td>
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<td></td>
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<td></td>
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<td>C</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Intercom, Clock an Program System</th>
<th>Data</th>
<th>Comments or details</th>
<th>Initials</th>
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<tbody>
<tr>
<td>Duplex Receptacles</td>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check polarity of receptacles to 10% total in school</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>GFI receptacles</td>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C</td>
<td></td>
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</tr>
<tr>
<td>Range outlet</td>
<td>A</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C</td>
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</tr>
<tr>
<td>Other outlets</td>
<td>Digital</td>
<td>Analog</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
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<tr>
<td>Lighting switches</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Gym Sound System</td>
<td>Data</td>
<td>Comments or details</td>
<td>Initials</td>
</tr>
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<td>------</td>
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</tr>
<tr>
<td>System Supplier</td>
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<tr>
<td>Mixer Manufacturer and Model</td>
<td>Mfg.</td>
<td>Model</td>
<td></td>
</tr>
<tr>
<td>Disc Player Manufacturer and Model</td>
<td>Mfg.</td>
<td>Model</td>
<td></td>
</tr>
<tr>
<td>Speakers Manufacturer and Model</td>
<td>Mfg.</td>
<td>Model</td>
<td></td>
</tr>
<tr>
<td>Number of Speakers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amplifier Manufacturer and Model</td>
<td>Mfg.</td>
<td>Model</td>
<td></td>
</tr>
<tr>
<td>Receiver Manufacturer and Model</td>
<td>Mfg.</td>
<td>Model</td>
<td></td>
</tr>
<tr>
<td>Number of Microphones</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Microphone Location(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistive learning devices</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Sound System Condition</td>
<td>A</td>
<td>B</td>
<td>C</td>
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<table>
<thead>
<tr>
<th>Computer System</th>
<th>Data</th>
<th>Comments or details</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transformer type used to supply power</td>
<td>Standard</td>
<td>K-Rated</td>
<td>Harmonic mitigating</td>
</tr>
<tr>
<td>Receptacles protected by surge suppression devices?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Power and data wiring/layout condition</td>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>Adequate number of power and data receptacles in classrooms</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Security System</th>
<th>Data</th>
<th>Comments or details</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer and Model</td>
<td>Mfg.</td>
<td>Model</td>
<td></td>
</tr>
<tr>
<td>Year of Installation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condition</td>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>Emergency Generator</td>
<td>Data</td>
<td>Comments or details</td>
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<tr>
<td>Generator Manufacturer and Model</td>
<td>Mfg.</td>
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<td>Ratings</td>
<td>kW</td>
<td>kVA</td>
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<td>RPM</td>
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<tr>
<td>Number of Phases</td>
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<tr>
<td>Engine Manufacturer and Model</td>
<td>Mfg.</td>
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<td>Generator Location</td>
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<tr>
<td>Generator Control Panel Manufacturer and Location</td>
<td>Mfg.</td>
<td>Location</td>
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<td>Condition</td>
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<td>Transfer Switch</td>
<td>Manual</td>
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<td>Ratings</td>
<td>Amp</td>
<td>Volt</td>
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<td>Number of Phases/Wires</td>
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<td>Wires</td>
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<td>Transfer Switch (if Applicable)</td>
<td>Data</td>
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<tr>
<td>Operate transfer switch under load. Use the test switch to check electrical operation.</td>
<td>A□ B□ C□</td>
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<tr>
<td>Check for timing sequence. (if applicable)</td>
<td></td>
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<tr>
<td>Time of transfer</td>
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<td>Time of re-transfer</td>
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<tr>
<td>Test operate, check action smooth and not binding; adjust as required.</td>
<td>A□ B□ C□</td>
<td></td>
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<tr>
<td>Open, blow out dust and dirt using vacuum cleaner.</td>
<td>Yes □ No □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check for signs of damage, overheating and abuse.</td>
<td>Yes □ No □</td>
<td></td>
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<tr>
<td>Check all bolts and terminals are tight.</td>
<td>Yes □ No □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean fuse ends and holders (where applicable)</td>
<td>Yes □ No □</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean cover and immediate area.</td>
<td>Yes □ No □</td>
<td></td>
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</table>
Discovery - Education and Early Childhood Development

From: Dean Hopkins <dhopkins@crosbieeng.com>
Sent: Monday, August 31, 2015 3:21 PM
To: Chen, Tracy; 'Velda Dyke'
Subject: RE: P15-2248 RE: PCA - Electrical Assessments for 5 Schools

Tracy

Velda will be sending the hard copies in the mail today.

Please advise when we can begin work. Also we would like contact information for each school and any existing drawings that you may have available.

Thanks
Dean

From: Chen, Tracy [mailto:TracyChen@gov.nl.ca]
Sent: Monday, August 31, 2015 9:52 AM
To: 'Velda Dyke'
Cc: 'Dean Hopkins'
Subject: RE: P15-2248 RE: PCA - Electrical Assessments for 5 Schools

Hi Velda,

Please see attached revised PCA. I made some modification on Page 13 and an electrical assessment checklist is also attached. Let me know if you have any questions.

Please sign two copies and mail them to me if everything is ok.

I will send our record drawings and contact #s in the next couple of days.

Thanks,
Tracy

From: Velda Dyke [mailto:admin@crosbieeng.com]
Sent: Wednesday, August 26, 2015 9:03 AM
To: Chen, Tracy
Cc: 'Dean Hopkins'
Subject: RE: P15-2248 RE: PCA - Electrical Assessments for 5 Schools

Hi Tracy,

Please see attached PCA with revised schedule. If schedule is acceptable, we need to go ahead with the project ASAP. We also require existing drawings of each school and contract number for each school.

Thanks,

Velda Dyke
Engineering Administrative Assistant
Hi Velda,

Can I have more detailed schedule?

Thanks,
Tracy

Hi Tracy,

As a follow up to our conversation yesterday, please see attached revised PCA for the above noted project.

Velda Dyke
Engineering Administrative Assistant

Please consider the environment before printing this email. Thank you!
To: TracyChen@gov.nl.ca
Cc: Dean Hopkins; Neil Cleary
Subject: RE: P15-2248 RE: PCA - Electrical Assessments for 5 Schools

Hi Tracy,

As requested, please see attached word doc for editing.

Velda

From: Velda Dyke [mailto:admin@crosbieeng.com]
Sent: Tuesday, August 18, 2015 11:18 AM
To: TracyChen@gov.nl.ca
Cc: Dean Hopkins; Neil Cleary
Subject: P15-2248 RE: PCA - Electrical Assessments for 5 Schools

Hi Tracey,

Please see attached completed PCA for the above noted project. Please note Dean added extra cost for expenses. If you approve of these additional expenses, page 20 of the PCA is to be updated.

Regards,

Velda Dyke
Engineering Administrative Assistant

CROSBIE ENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!

From: Dean Hopkins [mailto:dhopkins@crosbieeng.com]
Sent: Tuesday, August 18, 2015 10:35 AM
To: File
Subject: FW: PCA - Electrical Assessments for 5 Schools

From: Chen, Tracy [mailto:TracyChen@gov.nl.ca]
Sent: Monday, August 17, 2015 4:06 PM
To: Dean Hopkins
Cc: Neil Cleary (ncleary@crosbieeng.com)
Subject: PCA - Electrical Assessments for 5 Schools

Hi Dean,
Your fee for above noted project has been approved. Please review attached PCA and fill out the required information, and send it back to me for final review before signature.

Let me know if you have any questions.

Thanks,
Tracy

Tracy Chen, P.Eng., PMP | Project Manager
Department of Education and Early Childhood Development
709-729-5587 (t) | 709-729-1400 (f)
tracychen@gov.nl.ca
Discovery - Education and Early Childhood Development

From: Chen, Tracy  
Sent: Monday, September 21, 2015 8:26 AM  
To: Dean Hopkins  
Cc: Velda Dyke  
Subject: FW: Prime Consultant Agreement - Crosbie Engineering - Electrical Assessment of 5 Schools  
Attachments: 5 Schools - Electrical Assessment - Crosbie Engineering.pdf

Dean,

Please see attached signed PCA.

Tracy

From: Stacey, Mark  
Sent: Friday, September 18, 2015 10:14 AM  
To: Chen, Tracy  
Cc: Varghese, Shawn  
Subject: Prime Consultant Agreement - Crosbie Engineering - Electrical Assessment of 5 Schools

Hi Tracy,

Please see attached signed copy of PCA for Crosbie Engineering for Electrical Assessments at Roncalli High, St. Francis of Assisi, Whitbourne Elementary, Frank Roberts Jr High, Vanier Elementary.

I will place a copy in the consultant file and mail the other copy to the Consultant.

Thanks

Mark Stacey  
Departmental Program Coordinator  
Education & Early Childhood Development
STANDARD FORM OF AGREEMENT  
BETWEEN CLIENT AND PRIME CONSULTANT  

Electrical Assessments for Five Schools  
Roncalli High, Avondale  
St. Francis of Assissi, Outer Cove  
Whitbourne Elementary, Whitbourne  
Frank Roberts Jr. High, Foxtrap  
Vanier Elementary, St. John’s  

EECD Project #: NLESD15001
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this day of August 17, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Education. (“the Client”)

AND: Crosby Engineering Ltd. (“the Prime Consultant”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions
In addition to the terms defined in the Special Terms and Conditions attached as Schedule “B”, (if any), and the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

a. “Contract Documents” shall mean and include:
   i. This head agreement (the “Head Agreement”):
   ii. The Scope of Work attached as Schedule “A”;
   iii. The Special Terms and Conditions attached as Schedule “B”;
   iv. The General Terms and Conditions attached as Schedule “C”; and

b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Prime Consultant’s Work
The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the “Work”).

III. Entire Agreement
It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing.
and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. **Representations and Warranties**

The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. **Start and Completion Date**

The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** September 21, 2015
- **Completion Date:** November 18, 2015

VII. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.
HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Minister of Education and Early Childhood Development,
or his/her authorized designate

Crosbie Engineering Limited

Name: Dean Hopkins
Date: August 18, 2015

Name: Neil Cleary
Date: August 18, 2015
# SCHEDULE "A"

**SCOPE OF WORK**  
**BETWEEN PRIME CONSULTANT AND CLIENT**

## INDEX

<table>
<thead>
<tr>
<th>Part</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DEFINITIONS</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>RESPONSIBILITIES</td>
<td>7</td>
</tr>
<tr>
<td>3</td>
<td>GENERAL REQUIREMENTS</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>BASIS OF PAYMENT SCHEDULE</td>
<td>11</td>
</tr>
</tbody>
</table>

**Schedule I** ............... Project Description  
**Schedule II** ............... Basic and other Additional Services Fees  
**Schedule III** ............. Additional Reimbursement Allowances  
**Schedule IV** ............... Schedule of the Performance of Consultant Services  
**Schedule V** ............... Other Conditions of Services
PART 1  DEFINITIONS

1.1 Project Budget Forecast: means the Client's estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees and acquisition costs.

1.2 Construction Budget Forecast: means the Client's estimated Construction Cost including contingencies for cost increases.

1.3 Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.

1.4 Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.

1.5 Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.

1.6 Project Management Design Administration Manual (PMDA Manual): a manual developed and maintained by the Department of Transportation and Works, Works Branch, for the purpose of presenting standards, guidelines and instructions for the delivery of building projects administered by the Works Branch. Unless otherwise agreed between the parties, the version published on the date of this Contract shall be the version applicable to this Contract.

1.7 Additional Services: means Consulting Services provided that are additional to the Basic Services.

1.8 Basic Services: means Consulting Services as outlined in the PMDA Manual.

1.9 Cost Control Services: means a service to monitor and advice on Project Budget and Construction Budget Forecasts.

1.10 Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

1.11 Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

1.12 Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
PART 2  RESPONSIBILITIES

2.1  PRIME CONSULTANT

.1 The Prime Consultant’s services consist of Basic Services and Additional Services which may be required to perform the Work. The phases of the Prime Consultant’s Basic Services, and Additional Services are listed on Schedule II, and further elaborated in the Project Management and Design Administration (PMDA) Manual of the Department of Transportation and Works.

.2 The Prime Consultant’s services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and sub consultant’s work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client’s requirements, as outlined in the PMDA Manual.

.3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Client’s tendering and contract procedures and administrative practices will be followed in the performance of this phase, as outlined in the PMDA Manual.

.4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant’s service shall be based upon either full responsibility or partial responsibility.

.1 Full Responsibility

.1 As outlined in the PMDA Manual, services provided under full responsibility include assessing construction work carried out on or in relation to the project and offering an opinion as to whether or not the construction of the project is in accordance with the contract documents prepared by the Prime Consultant.

.2 Partial Service

.1 The scope of this partial service is to be outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.

.5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings as outlined in the PMDA Manual, and advice concerning issues arising during this period.

.6 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant, as outlined in the PMDA Manual.

.7 The following schedules apply:

   Schedule I - Project Description
   Schedule II - Basic and Other Additional Services Fees
   Schedule III - Additional Reimbursable Allowances
   Schedule IV - Other Conditions of Services
2.2 CLIENT'S RESPONSIBILITIES

.1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.

.2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.

.3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.

.4 The Client may provide information regarding the project including: a program, which shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

.5 The Client will provide the Prime Consultant with a Project Budget Forecast.

.6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, hazardous material surveys.

.7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

.8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the sub-consultant(s) performing the work under the direction of the Prime Consultant.

.9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

The Prime Consultant will provide the Client with a list of its employees and those of its sub-consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of key employees, changes in the numbers of key employees or changes to rates of key employees assigned to the project.
3.2 SCHEDULE

.1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule “IV” hereto. The schedule shall incorporate all major design milestones as presented in the PMDA Manual.

.2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

.3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 COST CONTROL

.1 The Prime Consultant shall provide Cost Control Services in accordance with PMDA Manual.

.2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant’s expense to bring the cost estimate within the approved Project Budget Forecast.

.3 If the preferred bidder’s tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant’s control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

.1 Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.

.2 The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.

.3 Any increases in the fees payable caused by a material changes or other changes shall be communicated by the Prime Consultant in writing to the Client.
prior to incurring such costs to permit the Client to mitigate the amount of increased costs.

3.5 ERRORS AND OMISSIONS

.1 Any costs resulting from design errors on the part of the Prime Consultant, sub-consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any sub-consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a sub-consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by sub-consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of sub-consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to take such steps as the Client deems to be appropriate, to ensure that any sub-consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such sub-consultant.

.2 Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

.1 The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.

.2 The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.

.3 Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client, that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.

.4 If the Prime Consultant does not promptly and diligently comply with or fails to meet the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client’s rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.
3.7 INSURANCE COVERAGE

.1 The Prime Consultant shall supply written proof of:

.1 Professional liability insurance coverage equal or greater than $250,000 per claim, $500,000 in aggregate for projects under $2 million construction value or $500,000 per claim, $1,000,000 aggregate for projects over $2 million. The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant's Insurer. This Insurance shall remain in effect until the expiry of the general contractor’s one year warranty on the project.

.2 Commercial liability insurance acceptable to the Client with a minimum limit of $1,000,000.

.2 The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

PART 4 BASIS OF PAYMENT SCHEDULE

4.1 The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or on the basis of approved level of effort at agreed per diem rates.

4.2 The Client will pay for Basic Services on the basis of the agreed fixed fee. The Client's Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.

4.3 The fee for Basic Services will be apportioned to the phases of service as outlined in Schedule II - “Basic Services and Other Additional Services’ Fees”.

4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.

4.5 The Client will pay for resident services during construction, when requested based on an agreed fixed fee amount. The fee amount is to include all payroll costs, site-related expenses and allowances as agreed.

4.6 The Client will pay for construction management services when requested on the basis of the level of effort required during project implementation based on an agreed fixed fee.

4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in the PMDA Manual.

4.8 The Client will pay for day-to-day routine expenses such as; long distance charges, reproduction costs, client presentations and submissions, original contract documents (hardcopy), courier services, travel over 50 km from office on an agreed fixed amount. All routine expenses to be charged at cost. Meals, Private Vehicle usage, and incidental expense are to be paid on the basis of Government Rates at time of this Agreement.

4.9 The Client will pay for Additional Reimbursable Allowances as provided for in...
Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.
SCHEDULE I
PROJECT DESCRIPTION

Electrical Assessments of Five (5) Schools

Roncalli High, Avondale
St. Francis of Assissi, Outer Cove
Whitbourne Elementary, Whitbourne
Frank Roberts Jr. High, Foxtrap
Vanier Elementary, St. John's

The scope of services includes visiting each of the above schools and performing a mechanical and electrical assessment of each of these systems.

The assessments will be conducted as per the Department's Electrical Assessment checklist. Inspection is to include photos and backup documentation as required, followed by a scope review meeting to discuss findings.

The electrical scope includes a visual inspection of the life safety systems (emergency and exit lighting and fire alarm system), the normal lighting system, the electrical distribution system, intercom/PA/program bell system, data system, security system and the heating system.

The mechanical scope includes a visual assessment of the heating system and the heating control system.
SCHEDULE II
BASIC AND OTHER ADDITIONAL SERVICES FEES

- Electrical Assessments (5 schools) $37,935.00
- Design Development
  - Contract Documents
  - Regulatory Submissions
  - Tendering & Contract Award
  - Contract Administration & Resident Inspections
    Partial Responsibility
- Project Completion Phase and Project Record Drawings
- Other Additional Services:
  - Certify installation of Fall Arrest System
- Prime Consultant Project Expenses
  for Above Services (Including Travel Time)

TOTAL BASIC AND OTHER SERVICES FEES $37,935.00

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE
(From Schedule III) $0

TOTAL SERVICE FEE
(Total Schedule II + III) $37,935.00

Note: Schedule III "Additional Reimbursable Allowances"
SCHEDULE III
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

• Site Surveys

• Geotechnical Investigations

• Materials Testing

• Travel Expenses

• Office Expenses

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES
SCHEDULE IV
SCHEDULE OF THE PERFORMANCE OF CONSULTANT SERVICES

Electrical Assessments of Five Schools

Roncalli High, Avondale Start: September 21, 2015, Completion: Sept. 25 2015
St. Francis of Assissi, Outer Cove Start: Sept. 28, Completion: October 2, 2015

Issue preliminary report: Nov. 5, 2015
Client review: Nov. 5 – Nov. 11, 2015
Issue final report: Nov. 11 – Nov 18, 2015
SCHEDULE V
OTHER CONDITIONS OF SERVICES
SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the Department of Justice of the Government of Newfoundland and Labrador (the "Department of Justice") and the Deputy Minister of the Department requesting the Work (the "Deputy Minister"). These Special Terms and Conditions shall not be of any effect unless initialed by both a lawyer assigned by the Department of Justice and the Deputy Minister.

Margaret Gillies, Q.C., General Counsel
Janet Vivian-Walsh, Deputy Minister

The Special Terms and Conditions of this Agreement are follows:
As per the Contract terms contained herein

OR

1. No Special Terms and Conditions

Department of Justice

Deputy Minister
SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

INDEX

Article - 1. PAYMENT ................................................................. 20
Article - 2. INFORMATION SUPPLIED BY THE CLIENT .................. 22
Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT .... 22
Article - 4. EMPLOYEES OF THE CONSULTANT ......................... 26
Article - 5. ACCESS TO FACILITIES ........................................... 26
Article - 6. RECORDS AND AUDIT ............................................ 26
Article - 7. TERMINATION .......................................................... 27
Article - 8. NOTICES ................................................................. 27
Article - 9. LIABILITY ................................................................. 28
Article - 10. COMPLIANCE WITH LAW ...................................... 28
Article - 11. ARBITRATION ......................................................... 28
Article - 12. LAWS GOVERNING ............................................... 29
Article - 13. USE OF WORK ...................................................... 29
Article - 14. CONFLICT OF INTEREST ...................................... 29
Article - 15. SUBCONTRACTORS ............................................... 30
Article - 16. GENERAL ............................................................... 30
SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, thirty-seven thousand nine hundred thirty-five dollars ($37,935.00) (plus HST) in accordance with the following payment schedule:

(i) Periodic payments – payments paid monthly proportional with the amount of work completed to date.

Payment Option #2 Not Applicable

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) Person / Professional Designation – Hourly Rate

Payment Option #3 Not Applicable

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, $1nset Absolute Limit on Cost of Services (plus HST).

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Prime Consultant’s expenses pursuant to this Agreement shall be made in accordance with either Option A or # below.

Reimbursement Option A
(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:

(i) Insert Specific Reimbursable Items

(b) All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower then the actual costs incurred by the Prime Consultant.

Reimbursement Option B Not Applicable

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(b) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL 1990 c. F-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(c) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.

(d) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

(e) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client’s internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
(f) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.

(g) The Prime Consultant shall submit invoices to:

Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confed. Building
St. John's, NL A1B 4J6

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work.

2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

3.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(c) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL 2002 c. A-1.1, to mean recorded information about an identifiable individual, including,

(i) the individual's name, address or telephone number,
(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,

(v) the individual's fingerprints, blood type or inheritable characteristics,

(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or

(ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.
3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Prime Consultant's possession.

3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant's employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant's privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.

3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005, c. M-1.01, and the Privacy Act, RSNL1990 c. P-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant's operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant's employees, servants and/or agents.

3.7 The Prime Consultant shall ensure that it, and the Prime Consultant's employees, servants and/or agents have in place and follow the appropriate
systems, processes, protocols and policies to maintain the physical and
electronic security of all Confidential Information, including but not restricted to
the following:

(a) at a minimum, using the same level of physical and electronic security as
the Prime Consultant employs to avoid disclosure or dissemination of the
Prime Consultant's own confidential information, to prevent the disclosure
of any of the Confidential Information to any third party, or to any of the
Prime Consultant's employees, servants or agents other than those who
are required to have access to the same to properly perform the services
under this Agreement;

(b) establish and maintain security policies, standards and safeguards to
prevent unauthorized access, collection, use, disclosure or disposal of the
Confidential Information;

(c) ensure all employees, servants and/or agents of the Prime Consultant
comply with all policies, standards and safeguards established under this
Article;

(d) advise the Client of any changes in the Prime Consultant's security
systems, procedures, standards and practices that may affect the
Confidential Information and seek the Client's consent prior to such
changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted
to, compliance with the requirements set out in Schedule "D", unless
otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule "D" as may
be provided to the Prime Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions)
from the Client as they relate to the subject matter contained in
Schedule "D" and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons
other than the Prime Consultant's employees, servants and/or agents with the
prior written consent of the Client, and then only to those persons who need to
know the information in order to carry out the duties associated with this
Agreement and only after confirming that such persons agree to comply with the
provisions of this Article including the requirements set out in Schedule "D".

3.9 The Prime Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or
knowledge, or attempt thereof, of the Client's information in the
possession of the Prime Consultant, including but not limited to data
processing files, transmission messages or other confidential information
by any person or entity which may become known to the Prime
Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession,
use or knowledge, or attempt thereof, and assist the Client in
investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/info/privacybreach.html

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

4.1 The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.

4.2 The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

5.1 The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.

5.2 When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 6. RECORDS AND AUDIT

6.1 The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
6.2 The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

7.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.

7.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

7.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

8.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Tracy Chen, P.Eng.
Department of Education and Early Childhood Development
Design and Construction Division
3rd Floor, West Block, Confederation Building
St. John’s, NL A1B 4J6
Phone: (709) 729-5587
Fax: (709) 729-1400
Email: tracychen@gov.nl.ca

For the Prime Consultant:

Crosbie Engineering Ltd.
21 Mews Place, 2nd Floor
P.O. Box 13295, Stn “A”
St. John’s, NL A1B 4A5
Phone: (709) 754-1911
Fax: (709) 754-1960
Email: dhopkins@crosbieeng.com

8.2 Notices, requests or documents shall be deemed to have been received by the addressee as follows:
(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any sub-consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.

Article - 11. ARBITRATION

11.1 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall
first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

11.2 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.

11.3 Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 c. A-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

13.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

13.2 With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

14.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

14.2 The Prime Consultant and the Prime Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUBCONTRACTORS

15.1 The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client. which consent will not be unreasonably withheld.

15.2 The entry into any subcontract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

16.1 Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

16.2 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

16.3 Time shall be of the essence of this Agreement.

16.4 The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

16.5 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

16.6 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.7 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

16.8 The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.
SCHEDULE "D"
Protocols for Security of Government Information on Information Technology
assets of Contractors

The Prime Consultant should confirm with the Client whether the Prime Consultant will be
required to use information technology resources, including computers, of the Government of
Newfoundland and Labrador in the conduct of the work under the Contract. The following
requirements apply where the Prime Consultant will not be using such assets, but will instead
have access to confidential information (including personal information) ("Confidential
Information") received from the Government of Newfoundland and Labrador ("Government") and
will be storing, manipulating or accessing that Confidential Information on the Prime
Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard
drives, writeable compact discs or digital video discs, etc.) may only be used to transport
and/or store Confidential Information where either the Confidential Information or the device
or media is encrypted.

- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime
Consultant is not permitted to attach non-government computers or other information
technology systems to any Government network.

- The Prime Consultant is expected to implement and maintain up to date versions of all
ordinary business software for the reasonable protection of information on computers
attached to the Internet which will have access to or store Confidential Information, including
security firewall and anti-viral software.

- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g.,
Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset
which will contain Confidential Information, or which will be connected via a network to any
computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public
networks such as the Internet unless the e-mail and/or its attachments are encrypted or
zipped in a secure manner.

- Where a Prime Consultant will be granted access to the Government computer network
during the course of the work, in addition to the requirements noted above, the Prime
Consultant shall not:
   - Share personal computer drives or folders on a computer accessing the network; or
   - Access the network remotely, either through wired or wireless connections, except
     through the use of secure ID and virtual private network systems.

- These requirements apply to the Prime Consultant and all employees, servants and/or
agents or permitted sub-Consultants of the Prime Consultant, and it is the responsibility
of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted
sub-Consultants are aware of these restrictions and are in compliance herewith.

- For the purposes of Schedule D, routine exchanges of design and construction information
between the Client, the Prime Consultant and the Prime Consultant's sub-consultants that is
of a non confidential nature need not be encrypted.
Discovery - Education and Early Childhood Development

From: Crosbie Engineering Dean <dhopkins@crosbieeng.com>
Sent: Monday, September 21, 2015 10:14 AM
To: Chen, Tracy; Cleary Neil
Cc: Velda Dyke
Subject: Re: Prime Consultant Agreement - Crosbie Engineering - Electrical Assessment of Schools

Thanks Tracey

Please send me contact names for each school and also any existing drawings that the department may have.

We would like to schedule some visits ASAP.

Dean

On Sep 21, 2015, at 8:26 AM, Chen, Tracy <TracyChen@gov.nl.ca> wrote:

Dean,

Please see attached signed PCA.

Tracy

From: Stacey, Mark
Sent: Friday, September 18, 2015 10:14 AM
To: Chen, Tracy
Cc: Varghese, Shawn
Subject: Prime Consultant Agreement - Crosbie Engineering - Electrical Assessment of 5 Schools

Hi Tracy,
Please see attached signed copy of PCA for Crosbie Engineering for Electrical Assessments at Roncalli High, St. Francis of Assisi, Whitbourne Elementary, Frank Roberts Jr High, Vanier Elementary.

I will place a copy in the consultant file and mail the other copy to the Consultant.

Thanks

Mark Stacey
Departmental Program Coordinator
Education & Early Childhood Development

"This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender."
Hi Dean,

Please see attached docs for the five schools.

Below is the regional maintenance supervisor’s contact information for each school, let them you’re coming and see if their electrician/custodian is available.

Thanks,
Tracy

<table>
<thead>
<tr>
<th>School</th>
<th>Location</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roncalli High</td>
<td>Avondale</td>
<td>Tom Noseworthy</td>
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<tr>
<td>St. Francis of Assissi</td>
<td>Outer Cove</td>
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<td>Whitbourne Elementary</td>
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<td>Albert Pynn</td>
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<td>589-6781</td>
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<td>Frank Roberts Jr. High</td>
<td>Fostrap</td>
<td>Peter Roberts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>691-9527</td>
</tr>
<tr>
<td>Vanier Elementary</td>
<td>St. John's</td>
<td>Donny Pender</td>
</tr>
<tr>
<td></td>
<td></td>
<td>699-4538</td>
</tr>
</tbody>
</table>
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
Hi Tracy,

Can you please provide status of the attached outstanding invoices for the above noted project. These invoices date back to October and November.

Velda Dyke
Engineering Administrative Assistant

CROSBIE
ENGINEERING LTD.
Mech. & Elec. Consulting Engineers
21 Mews Place, P.O. Box 13295, STN "A"
St. John's, NL A1B 4A5
Ph.: 709.754.1911, 754.1914
Fax: 709.754.1960
e-Mail: admin@crosbieeng.com

Please consider the environment before printing this email. Thank you!
Mr. Tracy Chen, P. Eng.
Dept of Education & Early Childhood Development
P.O. Box 8700
St. John's, NL A1B 4J6

RE: Various School Assessments
Project No. 15-1990
Proposal No. P15-2248

<table>
<thead>
<tr>
<th>School</th>
<th>Fees Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Francis of Assisi</td>
<td>Agreed Fees for Electrical Assessment</td>
<td>$4,660.00</td>
</tr>
<tr>
<td></td>
<td>Agreed Fees for Heating Assessment</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Agreed Fees for Expenses</td>
<td>$500.00</td>
</tr>
<tr>
<td>Vanier Elementary</td>
<td>Agreed Fees for Electrical Assessment</td>
<td>$4,660.00</td>
</tr>
<tr>
<td></td>
<td>Agreed Fees for Heating Assessment</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Agreed Fees for Expenses</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Subtotal $14,320.00
HST (13%) 1,861.60
INVOICE TOTAL $16,181.60
**INVOICE**

**INVOICE NO.: 115-3603**
**H.S.T. #121115638**

**November 30, 2015**

Mr. Tracy Chen, P. Eng.
Dept of Education & Early Childhood Development
P.O. Box 8700
St. John’s, NL A1B 4J6

**RE:** Various School Assessments
**Project No.** 15-1990
**Proposal No.** P15-2248

<table>
<thead>
<tr>
<th>School</th>
<th>Electrical Assessment</th>
<th>Heating Assessment</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roncalli High School</td>
<td>$5,295.00</td>
<td>$2,000.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Whitbourne Elementary</td>
<td>$5,525.00</td>
<td>$2,000.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Frank Roberts Jr. High</td>
<td>$5,295.00</td>
<td>$2,000.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Subtotal: $23,615.00

HST (13%) 3,069.95

**INVOICE TOTAL** $26,684.95
Hi Tracey,

We received payment for the October invoice but November invoice is still outstanding. Can you please provide an update on payment.

Velda

Hi Velda,

We're processing these payments, I'll let you know once it goes to Topsail Road.

Thanks,
Tracy

Hi Tracy,

Can you please provide status of the attached outstanding invoices for the above noted project. These invoices date back to October and November.

Velda Dyke
Engineering Administrative Assistant

Discovery - Education and Early Childhood Development

From: Velda Dyke <admin@crosbieeng.com>
Sent: Thursday, March 31, 2016 2:40 PM
To: Chen, Tracy
Cc: 'Dean Hopkins'
Subject: RE: 15-1990 Various School Assessments
Attachments: 115-3603 DOE (School Assessments).pdf

From: Chen, Tracy [mailto:TracyChen@gov.nl.ca]
Sent: Wednesday, February 10, 2016 3:15 PM
To: 'Velda Dyke'
Subject: RE: 15-1990 Various School Assessments

From: Velda Dyke [mailto:admin@crosbieeng.com]
Sent: Wednesday, February 10, 2016 2:52 PM
To: Chen, Tracy
Subject: 15-1990 Various School Assessments

Please consider the environment before printing this email. Thank you!
"This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender."

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7163 / Virus Database: 4530/11594 - Release Date: 02/09/16
Mr. Tracy Chen, P. Eng.
Dept of Education & Early Childhood Development
P.O. Box 8700
St. John's, NL A1B 4J6

RE: Various School Assessments
Project No. 15-1990
Proposal No. P15-2248

Roncalli High School
- Agreed Fees for Electrical Assessment: $5,295.00
- Agreed Fees for Heating Assessment: $2,000.00
- Agreed Fees for Expenses: $500.00

Whitbourne Elementary
- Agreed Fees for Electrical Assessment: $5,525.00
- Agreed Fees for Heating Assessment: $2,000.00
- Agreed Fees for Expenses: $500.00

Frank Roberts Jr. High
- Agreed Fees for Electrical Assessment: $5,295.00
- Agreed Fees for Heating Assessment: $2,000.00
- Agreed Fees for Expenses: $500.00

<p>| | |</p>
<table>
<thead>
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</tr>
<tr>
<td>HST (13%)</td>
<td>3,069.95</td>
</tr>
<tr>
<td><strong>INVOICE TOTAL</strong></td>
<td><strong>$26,684.95</strong></td>
</tr>
</tbody>
</table>
Hi Velda,

November one has just been processed, you should receive the payment within 1.5-2 weeks.

Tracy

---

Hi Tracey,

We received payment for the October invoice but November invoice is still outstanding. Can you please provide an update on payment.

Velda

---

Hi Velda,

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Velda Dyke

Engineering Administrative Assistant
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Checked by AVG - [www.avg.com](http://www.avg.com)
Version: 2016.0.7163 / Virus Database: 4530/11594 - Release Date: 02/09/16