RE: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (Our File TW/069/2017)

On May 12, 2017, the Department of Transportation and Works received your request for access to the following records/information:

I would like to request any information (including correspondence, memos, reports) on the existing electrical supply for Mobile Central High School as well as the plans and specs for the upgrade required for the planned extension.

I am pleased to inform you that a decision has been made by the Deputy Minister of Transportation and Works to provide access to some of the requested information.

Access to the remaining record information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

- 40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, 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.
The address and contact information of the Information and Privacy Commissioner is 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 me by telephone at 709-729-5303 or by e-mail at MichaelCook@gov.nl.ca.

Sincerely,

Michael Cook  
ATIPP Coordinator  
Department of Transportation and Works  
Enclosures
Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

(2) A disclosure of personal information is not an unreasonable invasion of a third party's personal privacy where

(a) the applicant is the individual to whom the information relates;

(b) the third party to whom the information relates has, in writing, consented to or requested the disclosure;

(c) there are compelling circumstances affecting a person's health or safety and notice of disclosure is given in the form appropriate in the circumstances to the third party to whom the information relates;

(d) an Act or regulation of the province or of Canada authorizes the disclosure;

(e) the disclosure is for a research or statistical purpose and is in accordance with section 70;

(f) the information is about a third party's position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister's staff;

(g) the disclosure reveals financial and other details of a contract to supply goods or services to a public body;

(h) the disclosure reveals the opinions or views of a third party given in the course of performing services for a public body, except where they are given in respect of another individual;

(i) public access to the information is provided under the Financial Administration Act;

(j) the information is about expenses incurred by a third party while travelling at the expense of a public body;

(k) the disclosure reveals details of a licence, permit or a similar discretionary benefit granted to a third party by a public body, not including personal information supplied in support of the application for the benefit;

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including
(i) personal information that is supplied in support of the application for the benefit, or

(ii) personal information that relates to eligibility for income and employment support under the *Income and Employment Support Act* or to the determination of income or employment support levels; or

(m) the disclosure is not contrary to the public interest as described in subsection (3) and reveals only the following personal information about a third party:

(i) attendance at or participation in a public event or activity related to a public body, including a graduation ceremony, sporting event, cultural program or club, or field trip, or

(ii) receipt of an honour or award granted by or through a public body.

(3) The disclosure of personal information under paragraph (2)(m) is an unreasonable invasion of personal privacy where the third party whom the information is about has requested that the information not be disclosed.

(4) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy where

(a) the personal information relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;

(b) the personal information is an identifiable part of a law enforcement record, except to the extent that the disclosure is necessary to dispose of the law enforcement matter or to continue an investigation;

(c) the personal information relates to employment or educational history;

(d) the personal information was collected on a tax return or gathered for the purpose of collecting a tax;

(e) the personal information consists of an individual's bank account information or credit card information;

(f) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations;

(g) the personal information consists of the third party's name where

(i) it appears with other personal information about the third party, or
(ii) the disclosure of the name itself would reveal personal information about the third party; or

(h) the personal information indicates the third party's racial or ethnic origin or religious or political beliefs or associations.

(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the province or a public body to public scrutiny;

(b) the disclosure is likely to promote public health and safety or the protection of the environment;

(c) the personal information is relevant to a fair determination of the applicant's rights;

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people;

(e) the third party will be exposed unfairly to financial or other harm;

(f) the personal information has been supplied in confidence;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of a person referred to in the record requested by the applicant;

(i) the personal information was originally provided to the applicant; and

(j) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person's personal privacy.
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45(2).
Matthews, Robert M. C.

From: Clarke, Clyde J.
Sent: Monday, May 26, 2008 12:11 PM
To: Matthews, Robert M. C.; Leja, Gunar
Cc: @snclavalin.com;
Subject: Catalyst Report Scan for Clyde.pdf
Attachments:

- as you may be aware, TW has engaged an independent 3rd party QA Consultant/Strategic Advisor for review of a number of projects that TW and DOE have recently completed as well as some new projects that are currently in the design phase. Part of this review included the Mobile School project. As TW's Design Manager for this project, I have taken the initiative to forward a copy of the applicable section of this report to your attention for your future reference as well as to provide Owner feedback for lessons learned in going forward with future design projects. Please note that this is provided for information purposes only and not to point fingers for errors. It is acknowledged that a number of the comments made by Catalyst relate to TW's direction during the design and tender process for this project. TW are disappointed that the project has not met the Energy Code guidelines as stipulated under the terms of the Consultant Agreement and the requirements of the PMDA manual.

Please refer to the above noted attachment.

In particular, I need to point out a concern that has been noted by Catalyst in par 8.1.9, page 74 of 76, namely the reference to "Undersized Incoming Power Conductors". As follow up to this item, please have your Electrical Engineer of Record review this section, provided an assessment of the claim by Catalyst and provide a response for remediation of the problem if so deemed to be a problem.

Regards,

Clyde J Clarke, P.Eng.
Electrical Engineer/Project Design Manager
Department of Transportation & Works
Design & Construction Division (Works)
Building Design Services
5th Floor, Confederation Bldg, West Block
Box 8700, St. John's, NL, A1C 4J6
Tel: (709) 729-4150 Fax: (709) 729-0646
clarkec@gov.nl.ca
Here is our response to your consultants allegation re undersized electrical service entrance. Once again the facts speak for themselves.

---

The service conductor was sized in accordance to CEC section 8-204 for a school with total area in excess of 900m sq. In the design development report the service entrance requirements was calculated to be 1200 Amp at 600V. Prior to tender, the assumptions made during the design development stage were checked and the subsequent recalculation revealed that the service entrance requirements could be reduced to 1009 Amps at 600V. The feeder conductors were specified as 3 parallel runs of 4 #500kmls all installed in underground conduits. This configuration yielded a total feeder capacity of 1050 Amps (closest match the the required 1009 Amps). The main breaker was specified to be supplied with an electronic trip unit which allows the breaker trip setting to be field adjusted. The supplied breaker has a frame rating of 1200 Amp and has been equipped with an electronic trip unit allowing the breaker trip setting be be adjusted from a low of 480 Amps up to 1200 Amps. The actual trip setting requires to be field confirmed to ensure that the breakers' electronic trip unit has been properly adjusted to the required settings. I have included a copy of the service feeder calculation for your information.

BAE Newplan
Please refer to the above noted attachment.

In particular, I need to point out a concern that has been noted by Catalyst in par 8.1.9, page 74 of 76, namely the reference to "Undersized Incoming Power Conductors". As follow up to this item, please have your Electrical Engineer of Record review this section, provided an assessment of the claim by Catalyst and provide a response for remediation of the problem if so deemed to be a problem.

Regards,

Clyde J Clarke, P.Eng.
Electrical Engineer/Project Design Manager
Department of Transportation & Works
Design & Construction Division (Works)
Building Design Services
5th Floor, Confederation Bldg, West Block
Box 8700, St. John's, NL, A1C 4J6
Tel:(709) 729-4150 Fax:(709) 729-0646
clarkec@gov.nl.ca

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### Electrical Service Requirements

Based on CEC Section 8-204 - Service and Feeder Sizing for Schools

1. **Area of School (A)**
   
   \[ A = \frac{3210}{1000} \text{ sq. meters} \]

2. **Total Classroom Area (Ac)**
   
   \[ A_c = 1655 \text{ sq. meters} \]

3. **Basic Loads**
   - **Classroom**
     \[ @ 50 \text{ w/sq. m} \]
     \[ 5000 \times 1655 = 5275 \text{ kW} \]
   - **Other Loads**
     \[ @ 10 \text{ w/sq. m} \]
     \[ 1000 \times 2200 = 2200 \text{ kW} \]

4. **Total Projected Connected Loads**
   - **Heating Loads**
     \[ @ 108 \text{ w/sq. m} \]
     \[ 108 \times 3355 = 362.34 \text{ kW} \]
   - **HVAC Loads**
     \[ @ 250 \text{ w/sq. m} \]
     \[ 250 \times 3355 = 838.75 \text{ kW} \]
   - **Miscellaneous Loads**
     \[ @ 50 \text{ w/sq. m} \]
     \[ 50 \times 3355 = 167.75 \text{ kW} \]

5. **Total Building Connected Load**
   \[ = 1115 \text{ kW} \]
   \[ = 1201 \text{ kW} \]

6. **Total Load (without heating load)**
   \[ = 1093 \text{ kW} \]
   \[ = 875 \text{ kW} \]

7. **Calculating Demand Factor** (Based on school being > 900 m square)
   - a) Load per square meter = \[ 0.258 \times 0.82 \text{ kW/sq m} \]
   - Total Space Heating Load
     \[ (10 + 266 \times 0.75) \]
     \[ = 274 \text{ kW} \]
     \[ = 284.5 \text{ kW} \]
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>PROJECT:</strong> Mobile Central High School</td>
<td><strong>DISCIPLINE:</strong> Electrical</td>
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<tr>
<td><strong>PROJECT NO.</strong> J2207A 7228/12</td>
<td><strong>PHASE:</strong></td>
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<tr>
<td><strong>ITEM:</strong></td>
<td><strong>PACKAGE</strong> CP-2</td>
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<td><strong>NO.</strong></td>
<td><strong>AREA:</strong></td>
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<tr>
<td><strong>PREPARED BY:</strong></td>
<td><strong>DATE:</strong> Sept 22, 2006</td>
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<td><strong>PAGE 2 of 2</strong></td>
<td><strong>TOTAL DEMAND LOAD</strong></td>
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b) Load for 1st 900 sq. m = 900 x 0.82 x 0.75
   = 246 kW

c) Remaining School = 2465 x 0.82 x 0.5
   = 960 kW 296.7 kW

7 Total Demand Load = 883 kW 755 kW

Assume a power factor of 0.90

Total Demand Load = 883 / 0.9
   = 984 kVA 839 kVA

8 Total Demand Current (@ 600 Volt, 3-Phase)
   \[ I = \frac{987}{120} \] Amps

Service Feeder (Minimum of 125% of Demand Current)
   \[ I = \frac{1009}{120} \] Amps 1009

Therefore the required service feeder will be 1208 Amps (minimum)
Okay - your choice. Refer to them as allegations if you wish and defend yourself in a public forum as you describe. Fine with me - I'm just trying to get a response to Catalyst in advance of any final report.

Clyde

Your original e-mail was sent out to seven individuals. It is now in the public forum. This e-mail includes allegations which I have to defend myself against. If you had sent it to me directly and asked for my opinion on the comments made by your consultant in their draft report that would have been different.

Am not sure. Will check out and advise. These are not, in my opinion, allegations - they are comments from a report that is in draft form

Clyde

Now that you have apparently confirmed that BAE Newplan Group Ltd. are in possession of and have used as the basis of the ventilation design for the Mobile school the latest version of the DOE School HVAC Manual, we stand by our original statement that the allegations made by your consultant show a clear lack of understanding of this document. We are mandated to conform with the requirements of this document whenever we design a school project for DOE.

We still would like an answer to our question. Is your consultant aware of the existence of this document?
From: Clarke, Clyde J. [mailto:clarkec@gov.nl.ca]  
Sent: May 27, 2008 3:59 PM  
To: [hidden]  
Cc: Leja, Gunar, [hidden]  
Subject: RE: Mobile School

I think the DOE HVAC manual version you had has now since been updated so the consultant probably is not aware of this. Confirm what version you have. I'm sure he is aware of Ashrae 62.

Gunar can respond to your second point - I think he has more info. All the info I have on this is what I copied to you. Has something to do with the definition of "Reliable Power Supply" as defined by NFPA. Consultant talked to Utility I think. I certainly recall the discussion on whether we need to provide a separate ps for f. pump. It is not really separate since it is off the same incoming power line to the school, just a separate disconnect off that line. The school ps can be disconnected while the fire pump ps can remain on.

The power supply issue is related to an additional IEEE ruling that accounts for feeder sizes due to voltage drop considerations. The Appendix reference refers to Authority having Jurisdiction for approval of this sizing method - was this considered?

Clyde

From: [hidden]  
Sent: Tuesday, May 27, 2008 2:55 PM  
To: Clarke, Clyde J.; Leja, Gunar; [hidden]  
Cc: [hidden]  
Subject: RE: Mobile School

Clyde,

Some of the comments made by the consultant re MNEC compliance, HRV versus ERV usage and numerous small roof mounted exhaust fans versus a common centralized exhaust system demonstrate an apparent lack of understanding of what is required under the DOE School HVAC Manual and ASHRAE 62. Is this consultant aware of these documents?

My recollection is that DTW accepted the dedicated electrical feed to the fire pump with great reluctance. I pushed for this because of my interpretation of the requirements of NFPA 20. DTW were requesting that we use the power supply for the building as the source of power for the fire pump. Surely you can recall these conversations and e-mails. Now it appears that the consultant is questioning not the presence of the independent power supply but whether or not the independent electrical power supply provided constitutes a reliable power supply under the definition of NFPA 20. Can you ask the consultant for the data upon which he states his reliability claim?

Victor is looking at the incoming power feeder sizing and we will reply shortly.

From: Clarke, Clyde J. [mailto:clarkec@gov.nl.ca]  
Sent: May 27, 2008 2:27 PM  
To: Leja, Gunar; [hidden]  
Cc: Matthews, Robert M. C.; [hidden]  
Subject: Mobile School
Hi, in response to your e-mail, I refer to and agree with Gunars’ comments. I was copied - missed him on the first send out but immediately realized he should have been included as you have noted. I agree with your points but am not sure how the master spec got involved. It was edited prior to tender as is normally done. Need response only for fire pump comment plus incoming power supply sizing. Most of the other stuff (less the energy code) in that report section was copied to you for information and was related to the direction you guys received from TW based on decisions made considering the many restraints at the time - we don’t need to get into that again.

Clyde

From: Leja, Gunar
Sent: Tuesday, May 27, 2008 1:53 PM
To: [Redacted]
Cc: Matthews, Robert M. C.; [Redacted]
Subject: RE: Mobile School

We do not have the authority to disclose the entire report and does not pertain to Mobile School.

Gunar

From: [Redacted]@sncalain.com
Sent: Tuesday, May 27, 2008 1:02 PM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Mobile School

Send the draft.

From: Leja, Gunar [mailto:lejag@gov.nl.ca]
Sent: May 27, 2008 12:52 PM
To: [Redacted]
Cc: Matthews, Robert M. C.; [Redacted]
Subject: RE: Mobile School

The Report from Catalyst is only in draft form at this stage. The key issue from my perspective was that we did not meet MNECB. The two design issues-fire pump and electrical conductors-need a reply for the report authors within next few days since there is a meeting scheduled on the draft report comments next Wednesday.

Clyde,

We will respond in time to the Catalyst report and your comments below.
Forward the full report for our review so we can properly respond. An initial analysis of the attachment you provided seems to indicate that this consultant was not properly briefed on certain design criteria such as the presence of the school HVAC manual, the DTW master specification or the desire of DOE to develop a floor plan similar to Lethbridge. The inferences made by this consultant in this report are very distressing to BAE Newplan Group Ltd. and will not go without refute.

From: Clarke, Clyde J. [mailto:clarkec@gov.nl.ca]
Sent: May 26, 2008 12:11 PM
To: [Redacted]; Matthews, Robert M. C.; Leja, Gunar
Cc: [Redacted]
Subject: Mobile School

- as you may be aware, TW has engaged an independent 3rd party QA Consultant/Strategic Advisor for review of a number of projects that TW and DOE have recently completed as well as some new projects that are currently in the design phase. Part of this review included the Mobile School project. As TW’s Design Manager for this project, I have taken the initiative to forward a copy of the applicable section of this report to your attention for your future reference as well as to provide Owner feedback for lessons learned in going forward with future design projects. Please note that this is provided for information purposes only and not to point fingers for errors. It is acknowledged that a number of the comments made by Catalyst relate to TW’s direction during the design and tender process for this project. TW are disappointed that the project has not met the Energy Code guidelines as stipulated under the terms of the Consultant Agreement and the requirements of the PMDA manual.

Please refer to the above noted attachment.

In particular, I need to point out a concern that has been noted by Catalyst in par 8.1.9, page 74 of 76, namely the reference to “Undersized Incoming Power Conductors”. As follow up to this item, please have your Electrical Engineer of Record review this section, provide an assessment of the claim by Catalyst and provide a response for remediation of the problem if so deemed to be a problem.

Regards,

Clyde J Clarke, P.Eng.
Electrical Engineer/Project Design Manager
Department of Transportation & Works
Design & Construction Division (Works)
Building Design Services
5th Floor, Confederation Bldg, West Block
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Robert,

There are six receptacles in the Lunch Room which were for general power. The six receptacles are served by two circuits (3 receptacles per circuit). Refer to Drawing E8.

The kitchen (large scale electrical layout on Drawing E19) shows provision for a refrigerator/freezer, and an applicable circuit and receptacle is shown. All food storage should be in the kitchen.

We have not seen how the Lunch Room/Kitchen has been set up by the School Board's Contractor. Hope this explains the way the design is set up. If you have any questions, please let me know.

Regards,

From: Matthews, Robert M. C. [mailto:robertmatthews@gov.nl.ca]
Sent: January 16, 2008 7:59 AM
To: [redacted]
Cc: Clarke, Clyde J.
Subject: Mobile School CP2

I was informed on Monday that there are several issues at the school which need immediate attention. There appears to be a design flaw in the cafeteria room, there are six outlets running on two circuits. On Saturday night, the breaker tripped and the cafeteria lost hundreds of dollars of food. The caterer is looking for reimbursement of this. Please check the circuitry design and advise.

Robert

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Pat,
Please note.

-----Original Message-----
From: Matthews, Robert M. C.
Sent: Wednesday, January 16, 2008 8:11AM
To: Grandy, Cory; 'Pat Royle'
Cc: Schwartz, John T.; Clarke, Clyde J.; Construction, School; Foley, Claude J.
Subject: RE: Mobile Central High - Electrical problems - Dist 4

Pat, 

Please note.

-----Original Message-----
From: Matthews, Robert M. C.
Sent: Wednesday, January 16, 2008 8:11AM
To: Grandy, Cory; 'Pat Royle'
Cc: Schwartz, John T.; Clarke, Clyde J.; Construction, School; Foley, Claude J.
Subject: RE: Mobile Central High - Electrical problems - Dist 4

Cory,

As I stated in my earlier email, I was on site early Monday morning, and the it was L1-10 that experienced the power loss, the food in the cooler was on L1-12, and the cafeteria staff was advised that that circuit did not trip and that all contents within should not be compromised.

However, it is clear that circuit L1-10 did trip, this circuit currently has three deep freezes between two outlets. While this matter is being investigated. It may be a good ideal to move one of these freezers to L1-12, which is on the wall opposite their current location.

Robert

-----Original Message-----
From: Grandy, Cory
Sent: Tuesday, January 15, 2008 11:09 PM
To: 'Pat Royle'; Matthews, Robert M. C.
Cc: Schwartz, John T.; Clarke, Clyde J.; Construction, School; Foley, Claude J.
Subject: RE: Mobile Central High - Electrical problems - Dist 4

Robert,
Can you have BAE investigate?

Cory

-----Original Message-----
From: Pat Royle [mailto:PatRoyle@esdnl.ca]
Sent: Tuesday, January 15, 2008 9:51 PM
To: Grandy, Cory
Subject: Fwd: Mobile Central High
Importance: High

Cory, not a good start - can we have the consultant check the circuitry?

Patrick Royle P.Eng.
Manager of Facilities
Eastern School District

----- Original Message ----- 

Hi Pat,

Happy New Year! I was just speaking to our supervisor at this unit and
it seems there has been problems with the electrical at this school. There are only two circuits to hold all equipment in the cafeteria. Over the weekend one of the circuits blew and we lost all food in our freezers and cooler. As this was an issue with the electrical at the school, is it possible to be reimbursed for this loss.

Thanks, have a great day!

Chartwell’s Education Dining Services
Office: [Blacked out]
Cell: [Blacked out]
Fax: [Blacked out]
March 13, 2008

Via Fax No. 729-0036/Mail

Dept. of Transportation & Works
P.O. Box 8700
St. John's, NL A1B 4J7

Attention: Mr. Robert Matthews
Construction Manager

Re: CP#2 - Design-Build, Mobile Central High School
Mobile, Newfoundland

Dear Sir:

Please find attached hereto an Electrical Deficiency List provided by Rutter Hinz Incorporated and duly executed by Bayview Electric Limited.

Yours very truly,

Contracts Manager.

EP/mef

Enclosure
Electrical Site Visit Report

Project: Mobile Central High School
Date: February 1, 2008
Date of Visit: February 8, 2008
Visited By: [Redacted]

During this visit we concentrated our efforts on the unoccupied portion of the school.

1. Mechanical Room 161
   - An electrical box in the ceiling space requires a knock-out filler plug.
   - Several electrical boxes in the room require coverplates.
   - A duplex receptacle requires a coverplate.
   - Deluge System requires a power supply.

2. Yard Storage Room 162.
   - There was no power on the receptacles.
   - Heater requires cleaning.
   - Contractor should ensure that heater is thermostatically controlled.
     During our visit, the heater was on and room was very warm.
   - Light switch is not in stalled.
   - Electrical box on wall requires coverplate.
   - Starter on wall indicates that exhaust fan should be operating however green running light is not on.
   - Door contacts for intrusion alarm system have not yet been installed.

MAR 19 2008
Transportation & Works
REGISTRY
3. Fire Pump Room B01
   - Receptacle requires coverplate.

4. Electrical Room 159
   - Main switch gear, panel boards and transformers require cleaning.
   - Receptacle coverplates are missing.
   - Loading on phases and neutral at main electrical service switch board to be checked when all loads are connected and running under normal conditions. Loads to be adjusted as required to obtain as close to 0 amps on neutral conductor as possible.
   - The following peak demand readings were recorded during this visit:
     - Phase A - 43 amps
     - Phase B - 37 amps
     - Phase C - 40 amps
     - Neutral - 15 amps
   - Conduits entering tops of electrical equipment to be sealed to prevent entry of water from sprinkler system.
   - Clean debris from room.
   - Blank filler plates are required in panelboards.

5. Music Room 158
   - Lenses are missing from light fixtures
   - One light fixture lens is broken
   - Electrical boxes require cover plates
   - Heaters should be cleaned

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REGISTRY
6. Stage 154
   - Receptacle located near grid lines B-2 has not yet been installed.
   - Wiring for projection screen has not yet been completed.
   - Lens is missing from light fixture in stair well to stage.

7. Washroom 153
   - Installation of light fixture in shower has not yet been completed.
   - Cover plate is missing on receptacle.

8. Washroom 145 & Washroom 149
   - Coverplates are missing from receptacles and switches.

9. Gymnasium
   - Coverplates are missing from recessed boxes and receptacles.
   - Coverplate for microphone outlet is not flush on wall. This could cause an injury to anyone using the Gym.
   - A cable is hanging from the score clock running down along a heater.

10. Gym Storage Room 143
    - Coverplate is missing from the toggle switches.

11. Storage Room 201
    - Light fixtures near grid line 16 are not hanging level.
    - Smoke detectors are taped over.

12. Mechanical Room 202
    - Humidifiers are not working.

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AHU#2

Done - Telephone cable is coiled on top of unit.

Done - Condensate Drain Pump is not connected to a power supply.

- Electrical box is mounted on AHU#2 on the side facing HRV1. This box is not accessible and should be relocated.

Done - Debris should be removed and room cleaned.

Done - Coverplates are missing from receptacles and electrical boxes.

Done - HRV1 - Condensate Drain Pump is not connected to a power supply.

Done - One light fixture to be repositioned, light is laid on top of piping.

Done - Cover to panelboard "PB" is warped and cannot close.

Done - Electrical boxes require knock-out filler plugs (AHU3)

- AUH3 rigid conduit on top of unit to be replaced with flexible metal conduit.

13. Storage Room 155

Done - Cover plates required on electrical boxes and receptacles.

14. Kitchen/Home Economics

Done as per plan - Counter receptacles have no power.

Done - One wall receptacle requires cleaning. There is a yellow waxy substance on the face of the receptacle.

15. Fabrication Area 139

Done - Contractor to supply and install wiring channel on light fixtures as per electrical dwgs to ensure proper alignment of fixtures.

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16. General:

- Exterior button on automatic door operator is not working at main entrance.
- Panelboard directories are missing
- Spare electrical ducts terminating at base of termination poles to be capped.
- Exterior lights were on at mid afternoon.
- Panelboards require cleaning.
- Light fixture lenses require cleaning.

17. Special Considerations:

- These concerns cover items located in areas of the building which have been commissioned and relate to safety and proper operation of building systems only.

A/V Storage 136

- There is a large pile of sawdust inside the baseboard heater which could ignite.

Heating Products

- Room requires a thermostat.
Electrical Site Visit Report

Project: Mobile Central High School  
Date: January 23, 2008  
Date of Visit: January 22, 2008  
Visited By: [Redacted]

Emphasis was placed on the areas of the school remaining unoccupied during this visit. A discussion with the principal also revealed some discrepancies and unforeseen issues of which will be noted at the end of this report.

General observations:

1. Installation of Data outlets have not yet been completed.

2. Installation of some local heating controls has not yet been completed.

3. Calibration of installed heating controls have not yet been completed.

4. Panel schedules have not been completed.

5. Panelboards located in occupied spaces should be locked to prevent unauthorized access.

6. Cover plates are missing from many wiring devices and junction boxes.

Mechanical Room 202:

1. AHU#3 - Electrical feed dropping down from ceiling to be properly supported.

2. AHU#3 - Control wiring to be connected to DDC#1 to be made using flexible metal conduit. There is too much vibration from AHU#3 for the solid EMT conduit connection.

3. Cover on Panel “PB” requires adjustment. It is warped and cannot close properly.

4. Some junction boxes require knock-out filler plugs.

5. Construction debris needs to be removed and the room cleaned.

6. Humidifiers are not yet operational.

Storage Room 203:

1. AC90 cable extending from exterior wall needs to be properly terminated or connected.

2. Exposed wiring in ceiling space requires proper termination.

3. Smoke detector remains covered.
Storage Room 155:
- Done
  1. Broken toggle switch requires replacement.

Stage:
- Done
  2. Receptacles near grid lines 2-B have still not been installed.
- Done
  3. Exposed wiring in ceiling space requires proper termination.
- Done
  4. Theatre lights have not yet been installed.
- Done
  5. Final connections for control of smoke vent system have to be completed.

Music Room:
- Done
  1. One light fixture lens is broken and should be replaced.

Propane installation:
- Done
  1. Propane main line should be grounded to the ground bus in the main electrical room.

Main Electrical Room:
- Done
  1. Construction debris needs to be removed and the room cleaned.
- Done
  2. Installation of panel boards has not yet been completed.

Mechanical Room 151 & Pump Room B01:
- Done
  1. Construction debris needs to be removed and the room cleaned.
- Done
  2. Deluge System is not yet operational.

The following comments resulted from our discussions with the principal:
- Done
  1. The receptacles located in the Lunch Room 142 should be connected to separate circuits. An alternative solution to this situation could be to replace the two existing breakers with 20 amp breakers and replace the receptacles with combination 15/20 amp devices. However the connected loads must be accurately identified to determine if this alternative solution would work.

- Commissioning
  2. Key staff must be trained in the operation of the various systems employed in this facility. This training is usually part of the commissioning process.
Mobile School
Deficiency List
(updated Feb 15, 08)

General Deficiencies (Common throughout)
1. Caulking and screws down into new window unit sills (typical throughout); Freezing and thawing of caulking will eventually result in the breakdown of caulking and potential leaks.
2. Ensure all door/room signage is installed as per contract documents.
3. Service panel boards appear incomplete at panel/masonry wall intersection

Note:
The exterior of the building has been inspected. However, due to the accumulation of snow at the time an additional inspection should be completed at a later date

General Notes
1. Ensure complete cleaning is performed throughout
2. Provide owner with: As-built's, O&M Manuals, warranties and commissioning manuals as required
3. Provide owner with replacement materials as required
4. Provide owner with all construction keys
5. Provide owner with all replacement keys and hardware (ex. Millwork)
6. Thorough cleaning required at exterior grounds

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<table>
<thead>
<tr>
<th>Deficiency ID</th>
<th>Location</th>
<th>Deficiencies</th>
</tr>
</thead>
</table>
| 101           | Vestibule                | 1. Paint touch-up req'd at doors & frame - color transition  
2. Clean all glazing                                      |
| 102           | Lobby                    | 1. Caulking/ paint touch-up's req'd above main entrance door  
2. Repair gap around pot light                             |
| 103           | Corridor                 | 1. Ceiling tiles dirty/ cracked/ scratched (6 req'd)                          |
| 104           | Staff Prep Area          | 1. Crack in gypsum board wall finish (behind kitchenette)  
2. Floor tiles not adhered properly to sub-floor (Many locations)  
3. Plaster/Paint touch-up's at kitchenette wall (wing walls) |
| 105           | Staff Lounge             | 1. Clean marks (marker) from counter top                                     |
| 112           | Corridor                 | 1. Repair gap at underside of Door unit (Door #117)                         |
| 113           | Classroom                | 1. Paint touch-up required (Wall with service panel)                         |
| 116           | Classroom                | 1. Left Window (Bottom section) - Screen torn  
2. Floor tiles not adhering to sub-floor                    |
| 118           | Special Education Classroom | 1. Gap at underside of glazing screen/door unit                               |
| 121           | Boys Washroom            | 1. H/C stall (access Panel) (remove excess mortar/paint touch-up)            |
2. Door Stop required at H/C Accessible stall (hits heater when in open position) |
| 122           | Girls Washroom           | 1. Coat hook not installed plumb                                             |
2. Door stop required at H/C accessible stall (hits heater when in open position) |
| 123           | Corridor                 | 1. Paint touch-up required around exterior door                              |
| 125           | Classroom                | 1. Paint touch-up required - Block wall (near ceiling)                      |
| 126           | Classroom                | 1. Paint touch-up required (gypsumboard wall & service panel wall corner)   |
| 128           | Classroom                | 1. Gap behind electrical receptacles                                         |
| 129           | Classroom                | 1. Floor tiles not adhering to sub-floor                                      |
2. Escursion Plate missing at spindle head                    |
| 135           | Resource Center          | 1. Electrical switch at door to A/V Storage (not mounted properly)           |
2. Cracked plaster at underside of window                    |
3. Electrical box; outlet / coverplate missing                |
| 138           | Design/Planning Beam     | 1. Remove caulk from heaters                                                  |
2. Floor tiles not sticking to sub-floor (under heater)      |
3. Floor tile in corner (under electrical panel) - sub-floor not level |
The above-noted Project was visited by Representatives from our Office on Feb. 08th, 2008, where a General Inspection of the on-going work concerning the installation and set-up of the Mechanical Systems described in the Contract Documents was carried out.

The following items were noted:

**Mechanical Items** –

**Lunch Room 142**
- Equipment and/or Air Turbulence noise noted in the Lunch Room from Air Handling Equipment located in Mech. Room 202 above. This *may* be due to the fact that not all of the Building’s Air Handling Systems have been balanced. Suggest that required Air Balancing be carried out, completed and Reports issued for Review. Noise seemed somewhat less than from previous Site Visit (01/02/08); possibly due to fact that 2 of 3 Units in Mech. Rm. above were *not* operating.

**Kitchen 141**
- Wet Chemical Fire Suppression System was noted to be in the “OFF” position at time of Site Visit, even though Kitchen Hood & Cooking Equipt. Was in use. Unable to determine if the System was complete and operational. Proper completion and commissioning of this system is *highly recommended* now that the Kitchen is being used. No Change from 01/02/08 Report.

**Mech. Room 202 / Storage Room 201**
- Finish Coat required on Thermal Duct Insulation Canvas Jacketing in several places.
- Canvas Jacketing required on Thermal Duct Insulation in several instances.
- Humidifiers for Air Handling Equipment *not* operating at time of Site Visit. Recommend that the Humidifiers and related Air Handling Systems be commissioned and put into operation as soon as is convenient.
- Some Construction Debris resulting from the installation of the Mech. and Elect. Systems was noted around the Mechanical Room. Recommend that this Debris be cleaned up as soon as is convenient.
- Motor Guard for Fan F-2 not installed.
- Sprinkler Head over Air Handler AHU-3 is covered with wrap.
- Protective cover missing from Trap Seal Primer Manifold. Mech. Rm. 202 Previous items noted; No Change from 01/02/08 Report.
- AHU-2, AHU-3 & Fan F-2 not operating at time of 08/02/08 Site Visit.

Storage Room 155
- Shut-off Valve for exterior Wall Hydrant is installed close to floor and may be subject to possible damage. Recommend installation of removable cover with identifying label, to protect valve. No Change from 01/02/08 Report.

Stage 154
- Install Escutcheon Plate at Sprinkler Branch Line penetration thru floor in corner of Stage. No Change from 01/02/08 Report.

Exterior of Bldg. @ Music Room 158
- Propane Main enters Bldg. outside of the confines of the installed Safety Cage, making it a potential target of vandalism. Recommend relocation of Safety Cage as required to protect Propane Entrance. No Change from 01/02/08 Report.

Music Room 158
- Valve Box for Propane Master Shut-off requires cleaning. No Change from 01/02/08 Report.

Design/Planning 136, Server 137, Fitness Room 150
- Split-type Air Conditioning Systems not operational. Related Wall Mtd. Remote Controllers not installed. No Change from 01/02/08 Report.

Washroom 153 (Gym Instructor)
- Floor Drain partially blocked off. No Change from 01/02/08 Report.

Boy's Change Room 149
- Automatic Flush on Urinal not operating. No Change from 01/02/08 Report
- Slight smell of Sewer Gas noted at time of 08/02/08 Site Visit; possibly due to inoperative Trap Seal Primers?

Girl's Change Room 145
- S/A Register at entrance excessively noisy (balancing possibly required).
- Slight smell of Sewer Gas noted at time of 08/02/08 Site Visit; possibly due to inoperative Trap Seal Primers?

Home Ec. 140
- S/A Diffuser excessively noisy (balancing possibly required).
- Domestic Range Hoods E/A Fan F-7 not operational.
- Unable to determine if Dryer Booster Fan F-17 was operational due to Dryer not installed.

Mech. Room 161
- Fire Protection Deluge System not operational. Recommend this System be Commissioned and put in operation before Gymnasium is officially occupied. No Change from 01/02/08 Report.
Pump Pit B01
- It was reported at the time of this Site Visit that a problem has been experienced with the Domestic Water Pump(s) not operating properly. It is recommended that this be investigated and rectified as soon as possible. Unable to determine at time of 08/02/08 Site Visit.

Potable Water Reservoir B02
- It was reported at the time of this Site Visit that the Water Reservoir Agitator causes excess turbulence when operated; possibly due to high RPM’s. It is recommended that this be investigated and rectified as soon as possible. Unable to determine at time of 08/02/08 Site Visit.

General
- Various Mechanical Systems were noted to be not in operation at the time of the Site Visit; possibly due to not having yet been Commissioned (e.g. Air Handlers, Humidifiers, Split type A/C Systems, Misc. Exhaust Fans, etc.). Recommend these Systems be set-up, put in operation and Commissioned as soon as is convenient. No Change from 01/02/08 Report.

Mechanical Work is on-going and currently in advanced stages of completion, with minimal progress noted from the previous Site Visit.
Electrical Site Visit Report

Project: Mobile Central High School
Date: February 1, 2008
Date of Visit: February 8, 2008
Visited By: [redacted]

Comments:

During this visit we concentrated our efforts on the unoccupied portion of the school.

1. Mechanical Room 161
   - An electrical box in the ceiling space requires a knock-out filler plug.
   - Several electrical boxes in the room require coverplates.
   - A duplex receptacle requires a coverplate.
   - Deluge System requires a power supply.

2. Yard Storage Room 162
   - There was no power on the receptacles.
   - Heater requires cleaning.
   - Contractor should ensure that heater is thermostatically controlled. During our visit, the heater was on and room was very warm.
   - Light switch is not installed.
   - Electrical box on wall requires coverplate.
   - Starter on wall indicates that exhaust fan should be operating however green running light is not on.
   - Door contacts for intrusion alarm system have not yet been installed.
3. **Fire Pump Room B01**
   - Receptacle requires coverplate.

4. **Electrical Room 159**
   - Main switch gear, panel boards and transformers require cleaning.
   - Receptacle coverplates are missing
   - Loading on phases and neutral at main electrical service switch board to be checked when all loads are connected and running under normal conditions. Loads to be adjusted as required to obtain as close to 0 amps on neutral conductor as possible.
   - The following peak demand readings were recorded during this visit:
     - Phase A - 43 amps
     - Phase B - 37 amps
     - Phase C - 40 amps
     - Neutral - 15 amps
   - Conduits entering tops of electrical equipment to be sealed to prevent entry of water from sprinkler system.
   - Clean debris from room.
   - Blank filler plates are required in panelboards.

5. **Music Room 158**
   - Lenses are missing from light fixtures
   - One light fixture lens is broken
   - Electrical boxes require cover plates
   - Heaters should be cleaned
6. Stage 154
   - Receptacle located near grid lines B-2 has not yet been installed.
   - Wiring for projection screen has not yet been completed.
   - Lens is missing from light fixture in stair well to stage.

7. Washroom 153
   - Installation of light fixture in shower has not yet been completed.
   - Cover plate is missing on receptacle.

8. Washroom 145 & Washroom 149
   - Coverplates are missing from receptacles and switches.

9. Gymnasium
   - Coverplates are missing from recessed boxes and receptacles.
   - Coverplate for microphone outlet is not flush on wall. This could cause an injury to anyone using the Gym.
   - A cable is hanging from the score clock running down along a heater.

10. Gym Storage Room 143
    - Coverplate is missing from the toggle switches.

11. Storage Room 201
    - Light fixtures near grid line 16 are not hanging level.
    - Smoke detectors are taped over.

12. Mechanical Room 202
    - Humidifiers are not working.
- AHU#2
  - Telephone cable is coiled on top of unit.
  - Condensate Drain Pump is not connected to a power supply.
  - Electrical box is mounted on AHU#2 on the side facing HRV1. This box is not accessible and should be relocated.
  - Debris should be removed and room cleaned.
  - Coverplates are missing from receptacles and electrical boxes.
  - HRV1 - Condensate Drain Pump is not connected to a power supply.
  - One light fixture to be repositioned, light is laid on top of piping.
  - Cover to panelboard “PB” is warped and cannot close.
  - Electrical boxes require knock-out filler plugs (AHU3)
  - AUH3 rigid conduit on top of unit to be replaced with flexible metal conduit.

13. Storage Room 155
  - Cover plates required on electrical boxes and receptacles.

14. Kitchen/Home Economics
  - Counter receptacles have no power.
  - One wall receptacle requires cleaning. There is a yellow waxy substance on the face of the receptacle.

15. Fabrication Area 139
  - Contractor to supply and install wiring channel on light fixtures as per electrical dwgs to ensure proper alignment of fixtures.
16. General:
   - Exterior button on automatic door operator is not working at main entrance.
   - Panelboard directories are missing
   - Spare electrical ducts terminating at base of termination poles to be capped.
   - Exterior lights were on at mid afternoon.
   - Panelboards require cleaning.
   - Light fixture lenses require cleaning.

17. Special Considerations:
   - These concerns cover items located in areas of the building which have been commissioned and relate to safety and proper operation of building systems only.

   A/V Storage 136
   - There is a large pile of sawdust inside the baseboard heater which could ignite.
   - Room requires a thermostat.
Electrical Site Visit Report

Project: Mobile Central High School
Date: January 23, 2008
Date of Visit: January 22, 2008
Visited By: [Redacted]

Comments:

Emphasis was placed on the areas of the school remaining unoccupied during this visit. A discussion with the principal also revealed some discrepancies and unforeseen issues of which will be noted at the end of this report.

General observations:

1. Installation of Data outlets have not yet been completed.
2. Installation of some local heating controls has not yet been completed.
3. Calibration of installed heating controls have not yet been completed.
4. Panel schedules have not been completed.
5. Panelboards located in occupied spaces should be locked to prevent unauthorized access.
6. Cover plates are missing from many wiring devices and junction boxes.

Mechanical Room 202:

1. AHU#3 – Electrical feed dropping down from ceiling to be properly supported.
2. AHU#3 – Control wiring to be connected to DDC#1 to be made using flexible metal conduit. There is too much vibration from AHU#3 for the solid EMT conduit connection.
3. Cover on Panel “PB” requires adjustment. It is warped and cannot close properly.
4. Some junction boxes require knock-out filler plugs.
5. Construction debris needs to be removed and the room cleaned.
6. Humidifiers are not yet operational.

Storage Room 203:

1. AC90 cable extending from exterior wall needs to be properly terminated or connected.
2. Exposed wiring in ceiling space requires proper termination.
3. Smoke detector remains covered.
Storage Room 155:

1. Broken toggle switch requires replacement.

Stage:

2. Receptacles near grid lines 2-B have still not been installed.
3. Exposed wiring in ceiling space requires proper termination.
4. Theatre lights have not yet been installed.
5. Final connections for control of smoke vent system have to be completed.

Music Room:

1. One light fixture lens is broken and should be replaced.

Propane installation:

1. Propane main line should be grounded to the ground bus in the main electrical room.

Main Electrical Room:

1. Construction debris needs to be removed and the room cleaned.
2. Installation of panel boards has not yet been completed.

Mechanical Room 151 & Pump Room B01:

1. Construction debris needs to be removed and the room cleaned.
2. Deluge System is not yet operational.

The following comments resulted from our discussions with the principal:

1. The receptacles located in the Lunch Room 142 should be connected to separate circuits. An alternative solution to this situation could be to replace the two existing breakers with 20 amp breakers and replace the receptacles with combination 15/20 amp devices. However the connected loads must be accurately identified to determine if this alternative solution would work.
2. Key staff must be trained in the operation of the various systems employed in this facility. This training is usually part of the commissioning process.
SITE VISIT REPORT (Mechanical)

Project Name: 400934001 (REA #900204) – Mobile Central High School CP2; Inspections
Date: Feb. 01st, 2008
Date Visited: Feb. 01st, 2008
Visited By: [Redacted]

 COMMENTS:

The above-noted Project was visited by Representatives from our Office on Feb. 01st, 2008, where a General Inspection of the on-going work concerning the installation and set-up of the Mechanical Systems described in the Contract Documents was carried out.

The following items were noted;

**Mechanical Items –**

**Lunch Room 142**
- Equipment and/or Air Turbulence noise noted in the Lunch Room from Air Handling Equipment located in Mech. Room 202 above. This may be due to the fact that not all of the Building’s Air Handling Systems have been balanced. Suggest that required Air Balancing be carried out, completed and Reports issued for Review. Same observation from Jan. 22nd Report.

**Kitchen 141**
- Wet Chemical Fire Suppression System was noted to be in the “OFF” position at time of Site Visit, even though Kitchen Hood & Cooking Equipt. Was in use. Unable to determine if the System was complete and operational. Proper completion and commissioning of this system is highly recommended now that the Kitchen is being used.

**Mech. Room 202 / Storage Room 201**
- Finish Coat required on Thermal Duct Insulation Canvas Jacketing in several places.
- Canvas Jacketing required on Thermal Duct Insulation in several instances.
- Humidifiers for Air Handling Equipment not operating at time of Site Visit. Recommend that the Humidifiers and related Air Handling Systems be commissioned and put into operation as soon as is convenient. Same observation from Jan. 22nd Report.
- Some Construction Debris resulting from the installation of the Mech. and Elect. Systems was noted around the Mechanical Room. Recommend that this Debris be cleaned up as soon as is convenient.
- Motor Guard for Fan F-2 not installed.
- Sprinkler Head over Air Handler AHU-3 and head(s) in Storage 201 are covered with wrap.
Mech. Room 202 / Storage Room 201 (Cont.)
- Protective cover missing from Trap Seal Primer Manifold.

Storage Room 203
- Repair open seam at floor around Fire Damper flange of Duct penetration thru finish floor. Not Completed.

Storage Room 155
- Shut-off Valve for exterior Wall Hydrant is installed close to floor and may be subject to possible damage. Recommend installation of removable cover with identifying label, to protect valve. Not Completed.

Stage 154
- Install Escutcheon Plate at Sprinkler Branch Line penetration thru floor in corner of Stage. Not Completed.

Exterior of Bldg. @ Music Room 158
- Propane Main enters Bldg. outside of the confines of the installed Safety Cage, making it a potential target of vandalism. Recommend relocation of Safety Cage as required to protect Propane Entrance. Not Completed.

Music Room 158
- Valve Box for Propane Master Shut-off requires cleaning. Not Completed; dirt still present inside Valve Box.

Design/Planning 136, Server 137, Fitness Room 150

Washroom 153 (Gym Instructor)
- Floor Drain partially blocked off.

Boy’s Change Room 149
- Automatic Flush on Urinal not operating.

Mech. Room 161
- Fire Protection Deluge System not operational. Recommend this System be Commissioned and put in operation before Gymnasium is officially occupied.

Pump Pit B01
- It was reported at the time of this Site Visit that a problem has been experienced with the Domestic Water Pump(s) not operating properly. It is recommended that this be investigated and rectified as soon as possible.

Potable Water Reservoir B02
- It was reported at the time of this Site Visit that the Water Reservoir Agitator causes excess turbulence when operated; possibly due to high RPM’s. It is recommended that this be investigated and rectified as soon as possible.
General
- Various Mechanical Systems were noted to be not in operation at the time of the Site Visit; possibly due to not having yet been Commissioned (e.g. Air Handlers, Humidifiers, Split type A/C Systems, Misc. Exhaust Fans, etc.). Recommend these Systems be set-up, put in operation and Commissioned as soon as is convenient.

Mechanical Work is on-going and currently in advanced stages of completion, with minimal progress noted from the previous Site Visit.
Electrical Site Visit Report

Project: Mobile Central High School
Date: December 10, 2007
Date of Visit: December 12, 2007
Visited By: [Redacted]

An attempt was made to review all past reports.

During this trip, an attempt was made to review all of the items indicated in the reports dated November 28, November 19 and November 9.

The following observations were made:

1. Pump Room B01
   
   A. The electrical service equipment for the fire pump has been installed, however, the equipment installed, ie - main breaker, CT metering cabinet, meter socket disconnect switches and splitter through, are all rated CSA Type 1. The drawings indicated that NEMA Type 4 (CSA Type 4) Equipment should be installed. See detail on Sheet E8.
   
   B. The arrangement of electrical service for the fire pump is different than that indicated on the single line diagram show on Sheet E28. There is a 400 amp non-fused disconnect switch installed between the metering cabinet and the splitter trough. If this switch is for the fire pump controller, than it is installed on the wrong side of the splitter trough. This disconnect switch is not indicated on the single line diagram at all. As installed this switch would interrupt power to the jockey pump as well as the fire pump which, while not appearing to be against code, should be ok and performs the same function as the 300 amp main breaker.
   
   C. Equipment enclosures and conduits have been installed for the fire pump electrical service. No conductors have yet been installed.
   
   D. Lighting has not yet been roughed in.
2. Fire Alarm System
   A. Fire alarm control panel is not yet installed.
   B. Installation of the sprinkler system, including supervised switches and devices has not yet been completed.
   C. Installation of fire alarm devices has not yet been completed.
   D. Installation of telephone system including service entrance equipment has not yet been completed.

3. The majority of duplex receptacles installed do not yet have power.

4. Fabrication Room
   A. According to the lighting fixture schedule located on sheet E23, Type “Y” light fixtures require the use of a wiring channel for continuous mounting. This wiring channel has not been installed and the two rows of light fixtures are installed misaligned. This is a clear deficiency and should be corrected.
   B. Installation of Panel “L3” has not yet been completed.
   C. Installation of wiring devices has not yet been completed.
   D. Receptacle for item #4 and connected to circuit “L3-3” has not yet been installed.

5. A.V Storage Room 136 – Electrical heater is still full of sawdust.

6. Washroom 173 – Light fixture has not yet been installed.

7. Music Room 158 – One light fixture lens is broken.

8. Canteen Room 116 – One light fixture frame is damaged.

9. Classroom 113 – One light fixture frame is damaged.

10. Washroom 121 and 122 – One light fixture lens is broken in each washroom.

11. Classroom 117 – One light fixture lens is missing.

12. Classroom 125 – One light fixture door frame and lens is missing.

13. Special Education Room 132 – Electrical heater fins to be cleaned.
14. Classroom 126 – Heater fins to be cleaned.

15. Classrooms 113, 114, 125, 126 and 127 – Provide blank covers for boxes in wall near electrical heaters.

16. Lenses still appear to be falling out of some of the recessed 2 x 4 light fixtures.

17. Four duplex receptacles are missing from Corridors 112 and 123. There are steel columns where these receptacles should be located.

18. Server Room 137 – Data conduits still terminate above the finished ceiling.

19. Resource Centre Room 135 – Receptacle located on grid lines 21’ and N and connected to circuit L8-20 has not yet been installed.

20. Server Room 137 – Receptacle on circuit “L8-38” has not yet been installed.

21. Stage Area Room 154 – Receptacle located near grid lines “B” and “2” has not yet been installed.

Note: Item numbers 10-22 on the Electrical Site Review Dated Nov. 9, 2007 as well as the remaining electrical site review items will be checked at a later date.
Electrical Site Visit Report

Project: Mobile Central High School
Date: December 18, 2007
Date of Visit: December 18, 2007
Visited By: [Redacted]

Comments:

During this visit, our focus was on the classroom wings, the administrative suite and the various life safety systems required for these areas.

1. Main Vestibule 101
   a) Installation of the Fire Alarm Control Panel was not complete.
   b) Only two of the four light fixtures were operating.
   c) Cover is required on weatherproof duplex receptacle outside of the main entrance.

2. Pump Room B01
   a) Sprinkler system valve monitor and flow switches are not connected to the fire alarm control panel.
   b) Fire pump electrical service has not been completed and connected to the utility power.
   c) A knock out filler plug is required for the splitter trough.
   d) Electrical service equipment is rated CSA Type 1 where NEMA 4 or CSA Type 4 enclosures are indicated on the drawings.
   e) Fire pump control panel and jockey pump have not yet been connected to the electrical supply.
   f) Permanent lighting fixtures to be installed and connected.
3. Main Electrical Room

   a) Installation of Panels “PA”, “L9” and “LD1” have not yet been completed.
   
   b) Plastic covers and cardboard covers to be removed from the electrical service entrance switchboard and transformers.
   
   c) Debris to be removed from the electrical room.
   
   d) Ground connections on the ground bus to be retightened.
   
   e) Telephone service to be installed and telephone connections to be made to the fire alarm control panel.
   
   f) Exterior lighting controls to be installed and connected.

4. Classroom Wings

   a) Clocks, security system sirens and motion detectors to be installed in corridors 112 and 123.
   
   b) Door contacts to be installed on exterior doors leading from Corridors 112 and 123.
   
   c) Corridor 112 – One light fixture frame has been damaged and should be replaced.
   
   d) Corridor 112 and 123 – Sprinkler system supervised valves are not connected to the fire alarm central panel.
   
   e) Classroom 114 and 115 – One light fixture frame has dropped in each classroom.
   
   f) Classroom 116 – Light fixture lens is missing.
   
   g) Classroom 117 – Light fixture lens is broken.
   
   h) Special Education 132 – One light fixture lens dropped and one light fixture lens seal misaligned.
   
   i) Washrooms 121 and 122 – Ceiling speadrs not installed and one light fixture lens broken in each washroom.
   
   j) Washroom 121 – Urinal requires power.
k) Mechanical Room 119

- No power has been connected to the humidifier
- No power has been connected to the exhaust fan
- Cover plates required for the receptacles
- Unit drivers for AHU1 to be properly secured to wall.
- Junction box for circuits L10 – 20, 22, 24, 26 and 28 requires knock out filler plug.

l) Electrical Room 120

- Filler plate required for panel “LB”
- Cover plates required for wiring devices
- Heater relay panel “RPHB” is not complete
- Emergency lighting battery unit is not operating
- Re tighten connections on ground bus
- Provide cover for junction box
- Panel “HP” cover screws inaccessible due to insulation on an adjacent mechanical duct.

5. Classroom 125

- One light fixture lens is missing and one light fixture door frame has dropped.

6. Challenging Needs Room 130

- Receptacles mounted above counters are not working.
- Only one heater appears to be working
- Emergency stop button for panel “L7” has not yet been installed.
- Range hood needs lamps
7. Washroom 131
   - Cover plate required for switches
   - Light fixture in shower area is not working
   - Receptacle for handing table lift is not installed
   - Emergency call button near toilet has not yet been installed

8. Guidance Office 110
   - Telephone outlet is missing

9. Kitchenette – Staff Lounge Room 105
   - Receptacle for microwave oven is not working
   - Range hood is not working

10. General Office 168 and Waiting Room 169
    - Receptacles are not working
    - Telephone outlets are not installed

11. Health Room 172 and Vice Principals Office 171
    - Receptacles are not working
    - Motion detectors are not installed

12. Principals Office 170
    - One receptacle is not installed
    - Motion detector is not installed
    - Telephone outlet is not installed

13. Book Store Room 167
    - Telephone outlets are not installed
    - There is no power on the receptacles
14. Generally the electric heaters located throughout the classrooms wings and administrative areas require cleaning. Special attention should be paid to cleaning the debris from the fins and connection box areas of the heaters.

15. Also the intrusion alarm system has not yet been installed.
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atipoffice@gov.nl.ca.
The deep well pump, etc will not hold your SC, it is an issue pushed aside by TW, at least I believe to be the case. We cannot accept the price on the water hook-up and unfortunately will have to enforce other directives. As indicated 5500.00 is middle ground of the numbers forwarded to me and while I had previously indicated 5000 as a max it was based on a quick offer of a middle ground, that is to say if 5500.00 is offered we will accept, otherwise we will not pay more than our estimates or the work.

The other items hopefully can be updated to you shortly.

Thanks

Paul,

Thanks. This is a CCDC 14-2000 Contract, not a WST contract, as you are aware, which is more flexible, and the property will be being used for the purpose intended. As well as the gym flooring we are unable to do the new deep well pump and well manhole, as we are waiting for direction as well. Let me know if we have agreement on the pricing for the water hook-up and the occupancy items.

-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 20, 2007 11:24 AM
To: Matthews, Robert M. C.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com
Subject: RE: Mobile School CP2

Items 1-3 look reasonable to me, have gone to necessary parties with request to forward if it can be done.

SC determination is dictated by the contract. I cannot pre-judge the future, however from what I know it appears that it is possible on or before Dec 31. We cannot issue it without those necessary certificates, etc. So Dec 26, 31, Jan 1, it is in your hands, the sooner the better is best for everyone.

Regards
Please once again accept my assurance that ourselves and our subs are not trying to be difficult here, and are NOT trying to hold anyone up for ransom, as someone put it. I just sent you an e-mail on the hook-up of the water making a suggestion that, basically, you and our mechanical sub split the difference on the cost \( \frac{7700.00-5000.00}{2} = \approx 1350.00 \) plus mark-up. I have not spoken to him on this, but I think I can push this through. Let me know.

On the issue of occupancy, everything should be basically ready in all areas I am told by tomorrow, but there may be odds and ends to be done before January 8, 2008, which we will take care of. Most inspections are already done as are verifications and we will have the certificates over the next few days. For example, the stove in the kitchen supplied by the Owner was needed to finish the fire suppression system, but was only put on site yesterday; consequently, the fire suppression is being done today. With respect to the fire alarm system it has all been certified, but we cannot get the actual certificate until NL Power puts a separate meter in for the fire pump only, which they promise they are doing today. Handicap Accessibility is doing their final today. So everything is in hand. There are still issues we have with our insurer, etc., regarding occupancy prior to issuance of a certificate of substantial completion; however, can I propose that we have an agreement that we will not submit our application for substantial completion until December 31, 2007, but that you will accept it at that time. In the meantime I have been dealing with our insurer to try to find a way to make this work and here's what he suggests:

1. Olympic Construction needs to be named as an "additional insured" on the school's insurance policies and we need written acknowledgement sent to us.
2. The school board should give us a letter stating that they have taken possession of all areas of the school except for the gym/music room area and that they are responsible for utilities, security, vandalism, glass breakage, cleaning, maintenance, safety, and other normal operating activities. This should be effective just prior to them starting to move anything in.
3. The school board should arrange to transfer utilities to their account just prior to move in.

I really do not want to get into any arguments with you guys or anyone on anything, especially on a job such as this which is basically finished, but we have certain exposure which we also have to be cognisant of and there are always two sides to every story. If the foregoing represents a fair and reasonable compromise, which I really believe it does, let's stop senting e-mails and just agree and get it done. None of us needs to spend the time we are on this, as you are all just as busy as we are. Let me know if the foregoing is OK, and I'll get everything moving in that direction.

-----Original Message-----

From: Lahey, Paul [mailto:lahey@gov.nl.ca]
Sent: December 20, 2007 10:09 AM
To: Matthews, Robert M. C.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; [snclavalin.com]
Subject: RE: Mobile School CP2

With respect to insurances the building is now added to governments all risk policy, you will be required to maintain liability insurance while completing any and all remaining work.

From discussions yesterday we had offered a solution to the water hook up problem however it appears we are placed in a position of being pressured to take prices due to a disadvantage and additionally the item appears to be used to force a SC.

SC is based on two basic criteria, one financial and one physical. It order to determine SC
a review is requested once that state has already been achieved by the contractor and the
general conditions dictate the steps to be taken from there. From what I gather no such
request has ever been made and no inspections for that purpose have been conducted.
Partial inspections (only in the class room wings) have taken place in order to allow
occupancy in those portions of the building and to distinguish any contractor deficiencies
from potential owner damage. That was the scenario proposed by [s. 40(1)] and agreed to by
others.

Again not been familiar with the site I note the follow with respect to SC. For it to be
deemed so by us, physically all systems must be up and running, documented with
appropriate certificates and regulatory approvals in place. To date we are not aware of any
that are done, there was some conflicting information with respect to the fire alarm status.
Eitel informs Rob as late as this morning that you are hoping to have these approvals
in place by tomorrow however added that no promises can be made. Can you confirm status
of each system, certificate and/or approval?

On the financial side as of the last payment certificate there was approximately
$350,000.00 of work remaining in order to achieve SC. If work has been progressing
reasonably, it would seem that this is achievable. We have already noted that the last two
items of change, water connection and gym floor will not be considered in the financial
review for SC due to the lateness of addition.

It is again pointed out that, you are already considerably beyond your approved completion
date, whereas an agreeable finish time line appears to be at hand. It gives the appearance
however of taking advantage of the owner's position at this time in order to force issuance
of SC, hopefully this is not the case and work over the next couple of weeks by owner and
contractor allows the school to open as expected.

Based on this information I see no reason why the School Board should not move in their
furnishings as agreed. If for some reason this is not to occur, School Board needs to be
advised today in order to make alterate plans

Regards

From: [olympic-construction.nf.ca]
Sent: Wednesday, December 19, 2007 2:10 PM
To: Lahey, Paul; Matthews, Robert M. C.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; [snclavalin.com]
Subject: RE: Mobile School CP2

Paul,

This is not something we have an option on. Who wants the un-nice-ities? We certainly do
don't as this job is basically finished. [s. 40(1)] is even doing the deficiencies as we speak and he
will arrange for the floors to be waxed if the school board takes it over. The building is ready
for the purpose intended, except for the gym/music area, which is not finished as we knew
the situation with the gym flooring. If the water line can be hooked up the school will function smoothly as a school, as was agreed by all parties. Without SC, it means that we did not turn the building over, which means it is still a construction site. Our insurer will not allow 300 children and teachers on our site, and that's the facts; however, if the school board has control, and we are only in the gym/music room area or a mechanical room we are all insured; it's just the way it works, and I would think it would be good for the school to have a few shades men in those areas if something goes wrong, while we are finishing the gym/music room and finishing commissioning. I hope you understand the situation, and that we are only trying to accommodate and co-operate with everyone, but without SC, our hands are tied, and I guess we will have to suffer the un-nice-ities.

-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 19, 2007 1:53 PM
To: Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com
Subject: RE: Mobile School CP2

Again I cannot agree, no different than working on an alteration to a occupied building. We are trying to give you a way forward to completion option, we cannot let the owner be held for ransom, etc.

I urge you to rethink the logic and avoid the un-nice-ities.

Regards

-----Original Message-----
From: olympic-construction.nf.ca]
Sent: Wednesday, December 19, 2007 1:45 PM
To: Lahey, Paul; Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com
Subject: RE: Mobile School CP2

Paul,

Even when we turn over the school our Contractors’ Liability policy remains in effect anywhere we are working, but as I said before we need to get SC to allow them to occupy; otherwise, if we have control, it is still a construction site.

-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 19, 2007 1:39 PM
To: Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com
Subject: RE: Mobile School CP2

While SC would still not be warranted, I wouldn’t expect you to operate the facility. School Board needs the building as soon as possible to allow them to setup. From that point their normal operations can take over even though you have work outstanding. I would expect you however to maintain some
level of builders risk or other insurance that protects the building and contents while your work is ongoing. The school board would carry their own insurance for their purposes as normal. In the meantime if the School Board's own insurance covers the builders risk perhaps that will suffice.

Pat
Please advise?

With respect to gym, we will not hold SC due to the flooring.

Regards

From: [Redacted]
Sent: Wednesday, December 19, 2007 11:35 AM
To: Lahey, Paul; Matthews, Robert M. C.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; [Redacted]
Subject: RE: Mobile School CP2

Paul,
With all due respect, I have read your e-mail and that of Mr. Robert Matthews, and cannot concur. At the current time the areas the School Board want are ready, with the exception of a few minor items which will be done by Friday, which involves everything except the gym/music room area. The reason the gym area was not made ready is the fact that the flooring has been on HOLD since summer time and we were just given authorization to proceed two weeks ago. It is now December 19 and we still have no water source connected to the building, once again because we have no direction or authorization to proceed—what can we do? The plumbers are finishing up tomorrow and this issue has been ongoing since August. If someone gives us authorization to proceed we will do the best we can to hook things up.

On the insurance issue, our liability policy only covers construction sites and we cannot get one that allows us to be the custodian of a school for any price; should you wish to speak to our insurer, I will gladly give you his name and number and let him explain it to you himself.

I don't believe it fair and reasonable for you to think we should retain possession of the school and allow it to be used for the purpose intended [except the area that was delayed through no doing of our own], and expect us to operate the facility, pay for utilities and maintenance, and worry about 300 students and teachers and such liabilities.

We do not wish to get into any arguments or confrontations, as we have done everything to give your client facility on time, despite the fact it was awarded months after it was supposed to be and we are still willing to co-operate in any way, but the fact remains that if the school board wants to operate out of the building, and as agreed in previous meetings there is no reason why they cannot, that they have to give us substantial completion, and take over the operating responsibilities such as security, maintenance, utilities, etc., as we will only be accessing the gym/music room area, which would have been done now if we had been given direction on the gym floor 2 months ago. There is no need to turn this into a confrontation now, but we just cannot accept responsibility to operate a school, when the delay was out of our control.

-----Original Message-----
Gents

Based on information forwarded to me, the School Board has indicated several times in writing and in conversations that they required the building for Jan 8 opening. At no time did anyone from the contractor object or raise concerns with that date. To open Jan 8, the School Board would obliviously have to perform some prep work, move in furnishings, etc. in meetings with owner and other officials has reportedly indicated that materials could be moved starting on Mon, Dec 17/07. Approved contract Substantial Completion date is currently Nov 9/07, leaving Olympic both potentially liable for owner’s expenses and in breach of contract at this point. Issues of gym flooring and water supply are side issues from lateness and redundant in terms of Substantial Completion as there was/is in excess of $1.0 M from the point of approved contract completion date.

At this point having the owner move in furnishings and equipment would seem the logical best route for everyone involved in terms of achieving the shortest timelines. In terms of S.C and partially occupied, this will not be the first contract in which this has occurred. With respect to insurances etc, if this is not already covered under contractor’s insurance than I would suggest a revision to the policy and/or new policy be immediately enacted. To say that we cannot occupy and be insured does not make sense in terms of other projects that are undertaken, how would the insurance situation be any different if it were for an alteration of an occupied building. If there are additional costs for this insurance they are Olympic’s due to the lateness of completion.

Aside from denials of what dates were or were not indicated by Project Manager, Olympic also needs to clearly identify and submit for approval an anticipated date for Substantial Completion and all other work. Given the lateness and the Season, this is a critical submission requiring immediate action.

Contractor needs to take the bull by the horns and ensure completion as soon as possible, however in doing so must also cooperate to the fullest possible extend with the School Board so as to also ensure the school opens on the desired date. Missing that date will mean that it will be many months or the next school year before the School can operate as should be leaving the School Board with additional expenses, delaying removal of the old building, etc. It is imperative that Olympic does not place the Board in that position.

Regards
From: Matthews, Robert M. C.
Sent: Wednesday, December 19, 2007 8:30 AM
To: Lahey, Paul
Subject: FW: Mobile School CP2

Robert,

There is obviously some big misunderstanding here and some legal issues relative to occupancy. The primary reason the gym/music room area can't be turned over is that you have only given us the authorization to proceed with the revised gym flooring during the past two weeks, and we still don't have final authorization to proceed with water connection as of yesterday afternoon. All the rest of the school can be occupied and in speaking to [redacted] he says he never agreed to turn over the school without substantial completion being granted. Without this our liability insurance policy is redundant, as we have no coverage for owner occupancy. We also never agreed to pay operating costs and do/pay for maintenance for any time when the school board is in occupancy as the facility is being used for the purpose intended—that is unheard of. The only way we can give the school board the school is if they take occupancy, grant substantial completion, and take over the security, utilities, and all responsibilities except for the gym/music room area. Otherwise it is a legal and insurance nightmare!

-----Original Message-----
From: Matthews, Robert M. C. [mailto:robertmatthews@gov.nl.ca]
Sent: Wednesday, December 19, 2007 8:09 AM
To: Matthews, Robert M. C.; [redacted]@olympic-construction.nf.ca
Cc: Reid, Elwood; Clarke, Clyde J.; Gollop, Cyril; Foley, Claude J.
Subject: RE: Mobile School CP2

Since our conversation yesterday, I reviewed the tender documents, and as I stated then, waxing of the floors is indeed included in your contract. Please refer to spec. sections 09651 and 09652. As you are aware, this needs to be done today, if the school board is to get furniture brought into the building.
before the break.

Also, I need a letter from Olympic construction stating that Olympic Construction will allow the school to occupy the classroom and cafeteria spaces without substantial completion. It should also confirm that until substantial completion is awarded, Olympic construction will be responsible for all maintenance, electricity etc. for the spaces. As you know, this is what was agreed on between the Eastern School Board, DOE, T&W and Olympic Construction at our December 7th meeting at Mobile.

Regards,
Robert

“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.”
There is always a Christmas period project saga.

Items 1-3 look reasonable to me, have gone to necessary parties with request to forward if it can be done.

SC determination is dictated by the contract. I cannot pre-judge the future, however from what I know it appears that it is possible on or before Dec 31. We cannot issue it without those necessary certificates, etc. So Dec 26, 31, Jan 1, it is in your hands, the sooner the better is best for everyone.

Regards

Paul,
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1.Olympic Construction needs to be named as an "additional insured" on the school's
insurance policies and we need written acknowledgement sent to us.

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3. The school board should arrange to transfer utilities to their account just prior to move in.

I really do not want to get into any arguments with you guys or anyone on anything, especially on a job such as this which is basically finished, but we have certain exposure which we also have to be cognisant of and there are always two sides to every story. If the foregoing represents a fair and reasonable compromise, which I really believe it does, let's stop sending e-mails and just agree and get it done. None of us needs to spend the time we are on this, as you are all just as busy as we are. Let me know if the foregoing is OK, and I'll get everything moving in that direction.

-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 20, 2007 10:09 AM
To: Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; sncavalin.com
Subject: RE: Mobile School CP2

With respect to insurances the building is now added to government's all risk policy, you will be required to maintain liability insurance while completing any and all remaining work.

From discussions yesterday we had offered a solution to the water hook up problem however it appears we are placed in a position of being pressured to take prices due to a disadvantage and additionally the item appears to be used to force a SC.

SC is based on two basic criteria, one financial and one physical. It order to determine SC a review is requested once that state has already been achieved by the contractor and the general conditions dictate the steps to be taken from there. From what I gather no such request has ever been made and no inspections for that purpose have been conducted. Partial inspections (only in the classroom wings) have taken place in order to allow occupancy in those portions of the building and to distinguish any contractor deficiencies from potential owner damage. That was the scenario proposed by [name] and agreed to by others.

Again not been familiar with the site I note the follow with respect to SC. For it to be deemed so by us, physically all systems must be up and running, documented with appropriate certificates and regulatory approvals in place. To date we are not aware of any that are done, there was some conflicting information with respect to the fire alarm status. [name] informs Rob as late as this morning that you are hoping to have these approvals in place by tomorrow however added that no promises can be made. Can you confirm status of each system, certificate and/or approval?

On the financial side as of the last payment certificate there was approximately $350,000.00 of work remaining in order to achieve SC. If work has been progressing reasonably, it would seem that this is achievable. We have already noted that the last two items of change, water connection and gym floor will not be considered in the financial review for SC due to the lateness of addition.

It is again pointed out that you are already considerably beyond your approved completion date, whereas an agreeable finish time line appears to be at hand. It gives the appearance however of taking advantage of the owner's position at this time in order to force issuance of SC, hopefully this
is not the case and work over the next couple of weeks by owner and contractor allows the school to open as expected.

Based on this information I see no reason why the School Board should not move in their furnishings as agreed. If for some reason this is not to occur, School Board needs to be advised today in order to make alterate plans.

Regards

---

From: [Mailto:laheyp@gov.nl.ca]  
Sent: Wednesday, December 19, 2007 1:53PM  
To: Lahey, Paul; Matthews, Robert M. C.  
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory;  
Subject: RE: Mobile School CP2

Paul,

This is not something we have an option on. Who wants the un-nice-ities? We certainly do not as this job is basically finished. [Redacted] is even doing the deficiencies as we speak and he will arrange for the floors to be waxed if the school board takes it over. The building is ready for the purpose intended, except for the gym/music area, which is not finished as we knew the situation with the gym flooring. If the water line can be hooked up, the school will function smoothly as a school, as was agreed by all parties. Without SC, it means that we did not turn the building over, which means it is still a construction site. Our insurer will not allow 300 children and teachers on our site, and that's the facts; however, if the school board has control, and we are only in the gym/music room area or a mechanical room we are all insured; it's just the way it works, and I would think it would be good for the school to have a few trades men in those areas if something goes wrong, while we are finishing the gym/music room and finishing commissioning. I hope you understand the situation, and that we are only trying to accommodate and co-operate with everyone, but without SC, our hands are tied and I guess we will have to suffer the un-nice-ities.

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From: Lahey, Paul [mailto:laheyp@gov.nl.ca]  
Sent: December 19, 2007 1:53PM  
To: Matthews, Robert M. C.  
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory;  
Subject: RE: Mobile School CP2

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I urge you to rethink the logic and avoid the un-nice-ities.
Regards

From: [email]
Sent: Wednesday, December 19, 2007 1:45 PM
To: Lahey, Paul; Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; [email]
Subject: RE: Mobile School CP2

Paul,
Even when we turn over the school our Contractors’ Liability policy remains in effect anywhere we are working, but as I said before we need to get SC to allow them to occupy; otherwise, if we have control, it is still a construction site.

-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 19, 2007 1:39 PM
To: Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory
Subject: RE: Mobile School CP2

While SC would still not be warranted, I wouldn’t expect you to operate the facility. School Board needs the building as soon as possible to allow them to setup. From that point their normal operations can take over even though you have work outstanding. I would expect you however to maintain some level of builders risk or other insurance that protects the building and contents while your work is ongoing. The school board would carry their own insurance for their purposes as normal. In the meantime if the School Board’s own insurance covers the builders risk perhaps that will suffice.

Pat
Please advise?

With respect to gym, we will not hold SC due to the flooring.

Regards

From: [email]
Sent: Wednesday, December 19, 2007 11:35 AM
To: Lahey, Paul; Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory
Subject: RE: Mobile School CP2

Paul,
With all due respect, I have read your e-mail and that of Mr. Robert Matthews, and cannot concur. At the current time the areas the School Board want are ready, with the exception of a few minor items which will be done by Friday, which involves everything except the gym/music room area. The reason the gym area was not made
ready is the fact that the flooring has been on HOLD since summer time and we were just given authorization to proceed two weeks ago. It is now December 19 and we still have no water source connected to the building, once again because we have no direction or authorization to proceed - what can we do? The plumbers are finishing up tomorrow and this issue has been ongoing since August. If someone gives us authorization to proceed we will do the best we can to hook things up.

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I don't believe it fair and reasonable for you to think we should retain possession of the school and allow it to be used for the purpose intended (except the area that was delayed through no doing of our own) and expect us to operate the facility, pay for utilities and maintenance, and worry about 300 students and teachers and such liabilities.

We do not wish to get into any arguments or confrontations, as we have done everything to give your client to facility on time, despite the fact it was awarded months after it was supposed to be.

and are still willing to co-operate in any way, but the fact remains that if the school board wants to operate out of the building, and as agreed in previous meetings there is no reason why they cannot, that they have to give us substantial completion, and take over the operating responsibilities such as security, maintenance, utilities, etc., as we will only be accessing the gym/music room area, which would have been done now if we had been given direction on the gym floor 2 months ago. There is no need to turn this into a confrontation now, but we just cannot accept responsibility to operate a school when the delay was out of our control.

-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 19, 2007 9:47 AM
To: Matthews, Robert M. C.; olympic-construction@gov.nl.ca
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory @snclavalin.com
Subject: RE: Mobile School CP2

Gents

Based on information forwarded to me, the School Board has indicated several times in writing and conversations that they required the building for Jan 8 opening. At no time did anyone from the contractor object or raise concerns with that date. To open Jan 8, the School Board would obviously have to perform some prep work, move in furnishings, etc. In meetings with owner and owner would only be accessing the gym/music room area, which would have been done now if we had been given direction on the gym floor 2 months ago. There is no need to turn this into a confrontation now, but we just cannot accept responsibility to operate a school, when the delay was out of our control.

At this point having the owner move in furnishings and equipment would seem the logical best route for everyone involved in terms of achieving the shortest timelines. In terms of S.C and partially occupied, this will not be the first contract in which this has occurred. With respect to insurances etc., if this is not already covered under contractor's insurance than I would suggest a revision to the policy and/or new policy be immediately enacted.

To say that we cannot occupy and be insured does not make sense in terms...
of other projects that are undertaken, how would the insurance situation be any different if it were for an alteration of an occupied building. If there are additional costs for this insurance they are Olympic due to the lateness of completion.

Aside from denials of what dates were or were not indicated by Project Manager, Olympic also needs to clearly identify and submit for approval an anticipated date for Substantial Completion and all other work. Given the lateness and the Season, this is a critical submission requiring immediate action.

Contractor needs to take the bull by the horns and ensure completion as soon as possible, however in doing so must also cooperate to the fullest possible extend with the School Board so as to also ensure the school opens on the desired date. Missing that date will mean that it will be many months or the next school year before the School can operate as should be leaving the School Board with additional expenses, delaying removal of the old building, etc. It is imperative that Olympic does not place the Board in that position.

Regards

From: Matthews, Robert M. C.
Sent: Wednesday, December 19, 2007 8:30 AM
To: Lahey, Paul
Subject: FW: Mobile School CP2

From: [email protected]
Sent: Wednesday, December 19, 2007 8:09 AM
To: Matthews, Robert M. C.; [email protected]
Cc: Reid, Elwood; Clarke, Clyde J.; Gollop, Cyril; Foley, Claude J.
Subject: RE: Mobile School CP2

Robert,
There is obviously some big misunderstanding here and some legal issues relative to occupancy. The primary reason the gym/music room area can't be turned over is that you have only given us the authorization to proceed with the revised gym flooring during the past two weeks, and we still don't have final authorization to proceed with water connection as of yesterday afternoon. All the rest of the school can be occupied and in speaking to he says he never agreed to turn over the school without substantial completion being granted. Without this our liability insurance policy is redundant, as we have no coverage for owner occupancy. We also never agreed to pay operating costs and do/pay for maintenance for any time when
the school board is in occupancy as the facility is being used for the purpose intended—and that is unheard of. The only way we can give the school board the school is if they take occupancy, grant substantial completion, and take over the security, utilities, and all responsibilities except for the gym/music room area. Otherwise it is a legal and insurance nightmare!

--------Original Message--------

From: Matthews, Robert M. C. [mailto:robertmatthews@gov.nl.ca]

Sent: December 19, 2007 7:51 AM
To: reid@olympic-construction.nl.ca
Cc: Reid, Elwood; gollop@olympic-construction.nl.ca; Clarke, Clyde J.; Foley, Claude J.

Subject: Mobile School CP2

Since our conversation yesterday, I reviewed the tender documents, and as I stated then, waxing of the floors is indeed included in your contract. Please refer to spec. sections 09651 and 09652. As you are aware, this needs to be done today, if the school board is to get furniture brought into the building before the break.

Also, I need a letter from Olympic construction stating that Olympic Construction will allow the school to occupy the classroom and cafeteria spaces without substantial completion. It should also confirm that until substantial completion is awarded, Olympic construction will be responsible for all maintenance, electricity etc. for the spaces. As you know, this is what was agreed on between the Eastern School Board, DOE, T&W and Olympic Construction at our December 7th meeting at Mobile.

Regards,
Robert

"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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Items 1-3 look reasonable to me, have gone to necessary parties with request to forward if it can be done.

SC determination is dictated by the contract. I cannot pre-judge the future, however from what I know it appears that it is possible on or before Dec 31. We cannot issue it without those necessary certificates, etc. So Dec 26, 31, Jan 1, it is in your hands, the sooner the better is best for everyone.

Regards
foregoing is OK, and I'll get everything moving in that direction.

-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 20, 2007 10:09 AM
To: Matthews, Robert M. C.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; @snclavalin.com
Subject: RE: Mobile School CP2

With respect to insurances the building is now added to government's all risk policy, you will be required to maintain liability insurance while completing any and all remaining work.

From discussions yesterday we had offered a solution to the water hook up problem however it appears we are placed in a position of being pressured to take prices due to a disadvantage and additionally the item appears to be used to force a SC.

SC is based on two basic criteria, one financial and one physical. It order to determine SC a review is requested once that state has already been achieved by the contractor and the general conditions dictate the steps to be taken from there. From what I gather no such request has ever been made and no inspections for that purpose have been conducted. Partial inspections (only in the class room wings) have taken place in order to allow occupancy in those portions of the building and to distinguish any contractor deficiencies from potential owner damage. That was the scenario proposed by and agreed to by others.

Again not been familiar with the site I note the follow with respect to SC. For it to be deemed so by us, physically all systems must be up and running, documented with appropriate certificates and regulatory approvals in place. To date we are not aware of any that are done, there was some conflicting information with respect to the fire alarm status. informs Rob as late as this morning that you are hoping to have these approvals in place by tomorrow however added that no promises can be made. Can you confirm status of each system, certificate and/or approval?

On the financial side as of the last payment certificate there was approximately $350,000.00 of work remaining in order to achieve SC. If work has been progressing reasonably, it would seem that this is achievable. We have already noted that the last two items of change, water connection and gym floor will not be considered in the financial review for SC due to the lateness of addition.

It is again pointed out that, you are already considerably beyond your approved completion date, whereas an agreeable finish time line appears to be at hand. It gives the appearance however of taking advantage of the owner's position at this time in order to force issuance of SC, hopefully this is not the case and work over the next couple of weeks by owner and contractor allows the school to open as expected.

Based on this information I see no reason why the School Board should not move in their furnishings as agreed. If for some reason this is not to occur, School Board needs to be advised today in order to make alternate plans.

Regards
Paul,

This is not something we have an option on. Who wants the un-nice-ities? We certainly do not as this job is basically finished. harvry is even doing the deficiencies as we speak and he will arrange for the floors to be waxed if the school board takes it over. The building is ready for the purpose intended, except for the gym/music area, which is not finished as we knew the situation with the gym flooring. If the water line can be hooked up the school will function smoothly as a school, as was agreed by all parties. Without SC, it means that we did not turn the building over, which means it is still a construction site. Our insurer will not allow 300 children and teachers on our site, and that's the facts; however, if the school board has control, and we are only in the gym/music room area or a mechanical room we are all insured; it's just the way it works, and I would think it would be good for the school to have a few tradesmen in those areas if something goes wrong, while we are finishing the gym/music room and finishing commissioning. I hope you understand the situation, and that we are only trying to accommodate and co-operate with everyone, but without SC, our hands are tied and I guess we will have to suffer the un-nice-ities.

Carl

----- Original Message ----- 

From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 19, 2007 1:53 PM
To: Matthews, Robert M. C.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; @snclavalin.com
Subject: RE: Mobile School CP2

Again I cannot agree, no different than working on an alteration to an occupied building. We are trying to give you a way forward to completion option, we cannot let the owner be held for ransom, etc.

I urge you to rethink the logic and avoid the un-nice-ities.

Regards
Even when we turn over the school our Contractors' Liability policy remains in effect anywhere we are working, but as I said before we need to get SC to allow them to occupy; otherwise, if we have control, it is still a construction site.

----- Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 19, 2007 1:39 PM
To: ; Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory
Subject: RE: Mobile School CP2

While SC would still not be warranted, I wouldn't expect you to operate the facility. School Board needs the building as soon as possible to allow them to setup. From that point their normal operations can take over even though you have work outstanding. I would expect you however to maintain some level of builders risk or other insurance that protects the building and contents while your work is ongoing. The school board would carry their own insurance for their purposes as normal. In the meantime if the School Board's own insurance covers the builders risk perhaps that will suffice.

Pat
Please advise?

With respect to gym, we will not hold SC due to the flooring.

Regards

From: [mailto:laheyp@gov.nl.ca]
Sent: Wednesday, December 19, 2007 11:35 AM
To: Lahey, Paul; Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory
Subject: RE: Mobile School CP2

Paul,
With all due respect, I have read your e-mail and that of Mr. Robert Matthews, and cannot concur. At the current time the areas the School Board want are ready, with the exception of a few minor items which will be done by Friday, which involves everything except the gym/music room area. The reason the gym area was not made ready is the fact that the flooring has been on HOLD since summer time and we were just given authorization to proceed two weeks ago. It is now December 19 and we still have no water source connected to the building, once again because we have no direction or authorization to proceed - what can we do? The plumbers are finishing up tomorrow and this issue has been ongoing since August. If someone gives us authorization to proceed we will do the best we can to hook things up.

On the insurance issue, our liability policy only covers construction sites and we cannot get one that allows us to be the custodian of a school for any price; should you wish to speak to our insurer, I will gladly give you his name and number and let him explain it to you himself.

I don't believe it fair and reasonable for you to think we should retain possession of the school, and allow it to be used for the purpose intended (except the area that was
delayed through no doing of our own], and expect us to operate the facility, pay for utilities and maintenance, and worry about 300 students and teachers and such liabilities. We do not wish to get into any arguments or confrontations, as we have done everything to give your client to facility on time, despite the fact it was awarded months after it was supposed to be.

We are still willing to cooperate in any way, but the fact remains that if the school board wants to operate out of the building, and as agreed in previous meetings there is no reason why they cannot, that they have to give us substantial completion, and take over the operating responsibilities such as security, maintenance, utilities, etc., as we will only be accessing the gym/music room area, which would have been done now if we had been given direction on the gym floor 2 months ago. There is no need to turn this into a confrontation now, but we just cannot accept responsibility to operate a school, when the delay was out of our control.

----- Original Message ----- 
From: Lahey, Paul [mailto:laheyp@gov.nl.ca] 
Sent: December 19, 2007 9:47 AM 
To: Matthews, Robert M. C.; olympic-construction.nl.ca 
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com 
Subject: RE: Mobile School CP2

Gents

Based on information forwarded to me, the School Board has indicated several times in writing and in conversations that they required the building for Jan 8 opening. At no time did anyone from the contractor object or raise concerns with that date. To open Jan 8, the School Board would obviously have to perform some prep work, move in furnishings, etc. in meetings with owner and other officials has reportedly indicated that materials could be moved starting on Mon, Dec 17/07. Approved contract Substantial Completion date is currently Nov 9/07, leaving Olympic both potentially liable for owner’s expenses and in breach of contract at this point. Issues of gym flooring and water supply are side issues from lateness and redundant in terms of Substantial Completion as there was/is in excess of $1.0 M from the point of approved contract completion date.

At this point having the owner move in furnishings and equipment would seem the logical best route for everyone involved in terms of achieving the shortest timelines. In terms of S.C and partially occupied, this will not be the first contract in which this has occurred. With respect to insurances etc, if this is not already covered under under contractor’s insurance than I would suggest a revision to the policy and/or new policy be immediately enacted. To say that we cannot occupy and be insured does not make sense in terms of other projects that are undertaken, how would the insurance situation be any different if it were for an alteration of an occupied building. If there are additional costs for this insurance they are Olympic’s due to the lateness of completion.

Aside from denials of what dates were or were not indicated by Project Manager, Olympic also needs to clearly identify and submit for approval an anticipated date for Substantial Completion and all other work. Given the lateness and the Season, this is a critical submission requiring immediate action.
Contractor needs to take the bull by the horns and ensure completion as soon as possible, however in doing so must also cooperate to the fullest possible extend with the School Board so as to also ensure the school opens on the desired date. Missing that date will mean that it will be many months or the next school year before the School can operate as should be leaving the School Board with additional expenses, delaying removal of the old building, etc. It is imperative that Olympic does not place the Board in that position.

Regards

---

From: Matthews, Robert M. C.
Sent: Wednesday, December 19, 2007 8:30 AM
To: Lahey, Paul
Subject: FW: Mobile School CP2

---

From: [Hidden email address]
Sent: Wednesday, December 19, 2007 8:09 AM
To: Matthews, Robert M. C.; [Hidden email address]
Cc: Reid, Elwood; Clarke, Clyde J.; Gollop, Cyril; Foley, Claude J.
Subject: RE: Mobile School CP2

Robert,

There is obviously some big misunderstanding here and some legal issues relative to occupancy. The primary reason the gym/music room area can't be turned over is that you have only given us the authorization to proceed with the revised gym flooring during the past two weeks and we still don't have final authorization to proceed with water connection as of yesterday afternoon. All the rest of the school can be occupied and in speaking to he says he never agreed to turn over the school without substantial completion being granted. Without this our liability insurance policy is redundant as we have no coverage for owner occupancy. We also never agreed to pay operating costs and do/pay for maintenance for any time when the school board is in occupancy as the facility is being used for the purpose intended—that is unheard of. The only way we can give the school board the school is if they take occupancy, grant substantial completion, and take over the security, utilities, and all responsibilities except for the gym/music room area. Otherwise it is a legal and insurance nightmare!

---Original Message-----
From: Matthews, Robert M. C. [mailto:robertmatthews@gov.nl.ca]
Sent: December 19, 2007 7:51 AM
To: [Hidden email address]

C: Reid, Elwood; {redacted}@olympic-construction.nf.ca; Clarke, Clyde J.; Gollop, Cyril; Foley, Claude J.

Subject: Mobile School CP2

Since our conversation yesterday, I reviewed the tender documents, and as I stated then, waxing of the floors is indeed included in your contract. Please refer to spec. sections 09651 and 09652. As you are aware, this needs to be done today, if the school board is to get furniture brought into the building before the break.

Also, I need a letter from Olympic construction stating that Olympic Construction will allow the school to occupy the classroom and cafeteria spaces without substantial completion. It should also confirm that until substantial completion is awarded, Olympic construction will be responsible for all maintenance, electricity etc. for the spaces. As you know, this is what was agreed on between the Eastern School Board, DOE, T&W and Olympic Construction at our December 7th meeting at Mobile.

Regards,
Robert
Warren

Please see note 1) from contractor and advise.

Pat
Please see items 2 and 3, looks reasonable to me.

Thanks

Paul,

Please once again accept my assurance that ourselves and our subs are not trying to be difficult here, and are NOT trying to hold anyone up for ransom, as someone put it. I just sent you an e-mail on the hook-up of the water making a suggestion that, basically, you and our mechanical sub split the difference on the cost [7700.00-5000.00=2700.00/2=approximately 1350.00 plus mark-up]. I have not spoken to him on this, but I think I can push this through. Let me know.

On the issue of occupancy, everything should be basically ready in all areas I am told by tomorrow, but there may be odds and ends to be done before January 8, 2008, which we will take care of. Most inspections are already done as are verifications and we will have the certificates over the next few days. For example, the stove in the kitchen supplied by the Owner was needed to finish the fire suppression system, but was only put on site yesterday; consequently, the fire suppression is being done today. With respect to the fire alarm system it has all been certified, but we cannot get the actual certificate until NL Power puts a separate meter in for the fire pump only, which they promise they are doing today. Handicap Accessibility is doing their final today. So everything is in hand.

There are still issues we have with our insurer, etc., regarding occupancy prior to issuance of a certificate of substantial completion; however, can I propose that we have an agreement that we will not submit our application for substantial completion until December 31, 2007, but that you will accept it at that time. In the meantime I have been dealing with our insurer to try to find a way to make this work and here's what he suggests:

1. Olympic Construction needs to be named as an "additional insured" on the school's insurance policies and we need written acknowledgement sent to us.

2. The school board should give us a letter, stating that they have taken possession of all areas of the school except for the gym/music room area and that they are responsible for utilities, security, vandalism, glass breakage, cleaning, maintenance, safety, and other normal operating activities. This should be effective just prior to them starting to move anything in.

3. The school board should arrange to transfer utilities to their account just prior to move in.

I really do not want to get into any arguments with you guys or anyone on anything, especially on a job such as this which is basically finished, but we have certain exposure which we also have to be cognisant of and there are always two sides to every story. If the foregoing represents a fair and reasonable compromise, which I really believe it does, let's stop sending e-mails and just agree and get it done. None of us needs to spend the time we are on this, as you are all just as busy as we are. Let me know if the foregoing is OK, and I'll get everything moving in that direction.
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]

Sent: December 20, 2007 10:09 AM

To: Matthews, Robert M.

Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; ~snclavalin.com

Subject: RE: Mobile School CP2

With respect to insurances the building is now added to governments all risk policy, you will be required to maintain liability insurance while completing any and all remaining work.

From discussions yesterday we had offered a solution to the water hook up problem however it appears we are placed in a position of being pressured to take prices due to a disadvantage and additionally the item appears to be used to force a SC.

SC is based on two basic criteria, one financial and one physical. It order to determine SC a review is requested once that state has already been achieved by the contractor and the general conditions dictate the steps to be taken from there. From what I gather no such request has ever been made and no inspections for that purpose have been conducted. Partial inspections (only in the class room wings) have taken place in order to allow occupancy in those portions of the building and to distinguish any contractor deficiencies from potential owner damage. That was the scenario proposed by and agreed to by others.

Again not been familiar with the site I note the follow with respect to SC. For it to be deemed so by us, physically all systems must be up and running, documented with appropriate certificates and regulatory approvals in place. To date we are not aware of any that are done, there was some conflicting information with respect to the fire alarm status. informs Rob as late as this morning that you are hoping to have these approvals in place by tomorrow however added that no promises can be made. Can you confirm status of each system, certificate and/or approval?

On the financial side as of the last payment certificate there was approximately $350,000.00 of work remaining in order to achieve SC. If work has been progressing reasonably, it would seem that this is achievable. We have already noted that the last two items of change, water connection and gym floor will not be considered in the financial review for SC due to the lateness of addition.

It is again pointed out that, you are already considerably beyond your approved completion date, whereas an agreeable finish time line appears to be at hand. It gives the appearance however of taking advantage of the owner's position at this time in order to force issuance of SC, hopefully this is not the case and work over the next couple of weeks by owner and contractor allows the school to open as expected.

Based on this information I see no reason why the School Board should not move in their furnishings as agreed. If for some reason this is not to occur, School Board needs to be advised today in order to make alterate plans

Regards
Paul,

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--- Original Message ---

From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
To: Matthews, Robert M. C.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com
Subject: RE: Mobile School CP2

Again I cannot agree, no different than working on an alteration to an occupied building. We are trying to give you a way forward to completion option, we cannot let the owner be held for ransom, etc.

I urge you to rethink the logic and avoid the un-nice-ities.

Regards

From: [omitted email address]
Sent: Wednesday, December 19, 2007 1:45 PM
To: Lahey, Paul; Matthews, Robert M. C.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com
Subject: RE: Mobile School CP2

Paul,

Even when we turn over the school our Contractors' Liability policy remains in effect.
anywhere we are working, but as I said before we need to get SC to allow them to occupy; otherwise, if we have control, it is still a construction site.

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From: Lahey, Paul [mailto:lahey@gov.nl.ca]  
Sent: December 19, 2007 1:39 PM  
To: Matthews, Robert M. C.  
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com  
Subject: RE: Mobile School CP2

While SC would still not be warranted, I wouldn't expect you to operate the facility. School Board needs the building as soon as possible to allow them to setup. From that point their normal operations can take over even though you have work outstanding. I would expect you however to maintain some level of builders risk or other insurance that protects the building and contents while your work is ongoing. The school board would carry their own insurance for their purposes as normal. In the meantime if the School Board's own insurance covers the builders risk perhaps that will suffice.

Pat
Please advise?

With respect to gym, we will not hold SC due to the flooring.

Regards

From: Boisjoli, Randy [mailto:BoisjoliR@olympic-construction.nf.ca]  
Sent: Wednesday, December 19, 2007 11:35 AM  
To: Lahey, Paul; Matthews, Robert M. C.  
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com  
Subject: RE: Mobile School CP2

Paul,

With all due respect, I have read your e-mail and that of Mr. Robert Matthews, and cannot concur. At the current time the areas the School Board want are ready, with the exception of a few minor items which will be done by Friday, which involves everything except the gym/music room area. The reason the gym area was not made ready is the fact that the flooring has been on HOLD since summer time and we were just given authorization to proceed two weeks ago. It is now December 19 and we still have no water source connected to the building, once again because we have no direction or authorization to proceed - what can we do? The plumbers are finishing up tomorrow and this issue has been ongoing since August. If someone gives us authorization to proceed, we will do the best we can to hook things up. On the insurance issue, our liability policy only covers construction sites and we cannot get one that allows us to be the custodian of a school for any price; should you wish to speak to our insurer, I will gladly give you his name and number and let him explain it to you himself.

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utilities and maintenance, and worry about 300 students and teachers and such liabilities. We do not wish to get into any arguments or confrontations, as we have done everything to give your client facility on time, despite the fact it was awarded months after it was supposed to be. We are still willing to co-operate in any way, but the fact remains that if the school board wants to operate out of the building, and as agreed in previous meetings there is no reason why they cannot, that they have to give us substantial completion, and take over the operating responsibilities such as security, maintenance, utilities, etc., as we will only be accessing the gym/music room area, which would have been done now if we had been given direction on the gym floor 2 months ago. There is no need to turn this into a confrontation now, but we just cannot accept responsibility to operate a school, when the delay was out of our control.

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Sent: December 19, 2007 9:47 AM
To: Matthews, Robert M.;olympic-construction.nf.ca
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory;snclavalin.com
Subject: RE: Mobile School CP2

Gents

Based on information forwarded to me, the School Board has indicated several times in writing and in conversations that they required the building for Jan 8 opening. At no time did anyone from the contractor object or raise concerns with that date. To open Jan 8, the School Board would obviously have to perform some prep work, move in furnishings, etc. in meetings with owner and other officials has reportedly indicated that materials could be moved starting on Mon, Dec 17/07. Approved contract Substantial Completion date is currently Nov 9/07, leaving Olympic both potentially liable for owner's expenses and in breach of contract at this point. Issues of gym flooring and water supply are side issues from lateness and redundant in terms of Substantial Completion as there was/is in excess of $1.0 M from the point of approved contract completion date.

At this point having the owner move in furnishings and equipment would seem the logical best route for everyone involved in terms of achieving the shortest timelines. In terms of S.C and partially occupied, this will not be the first contract in which this has occurred. With respect to insurances etc, if this is not already covered under under contractor's insurance than I would suggest a revision to the policy and/or new policy be immediately enacted. To say that we cannot occupy and be insured does not make sense in terms of other projects that are undertaken, how would the insurance situation be any different if it were for an alteration of an occupied building. If there are additional costs for this insurance they are Olympic's due to the lateness of completion.

Aside from denials of what dates were or were not indicated by Project Manager, Olympic also needs to clearly identify and submit for approval an anticipated date for Substantial Completion and all other work. Given the lateness and the Season, this is a critical submission requiring immediate action.

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Regards

From: Matthews, Robert M. C.
Sent: Wednesday, December 19, 2007 8:30 AM
To: Lahey, Paul
Subject: FW: Mobile School CP2

Robert,

There is obviously some big misunderstanding here and some legal issues relative to occupancy. The primary reason the gym/music room area can't be turned over is that you have only given us the authorization to proceed with the revised gym flooring during the past two weeks, and we still don't have final authorization to proceed with water connection as of yesterday afternoon. All the rest of the school can be occupied and in speaking to [REDACTED] he says he never agreed to turn over the school without substantial completion being granted. Without this our liability insurance policy is redundant, as we have no coverage for owner occupancy. We also never agreed to pay operating costs and do/pay for maintenance for any time when the school board is in occupancy as the facility is being used for the purpose intended— that is unheard of. The only way we can give the school board the school is if they take occupancy, grant substantial completion, and take over the security, utilities, and all responsibilities except for the gym/music room area. Otherwise it is a legal and insurance nightmare!

-----Original Message-----
From: Matthews, Robert M. C. [mailto:robertmatthews@gov.nl.ca]
Sent: December 19, 2007 7:51 AM
To: [REDACTED]@olympic-construction.nf.ca
Cc: Reid, Elwood; [REDACTED]@olympic-construction.nf.ca; Clarke, Clyde J.; Gollup, Cyril; Foley, Claude J.
J.; Gollop, Cyril; Foley, Claude J.  
**Subject:** Mobile School CP2

Since our conversation yesterday, I reviewed the tender documents, and as I stated then, waxing of the floors is indeed included in your contract. Please refer to spec. sections 09651 and 09652. As you are aware, this needs to be done today, if the school board is to get furniture brought into the building before the break.

Also, I need a letter from Olympic construction stating that Olympic Construction will allow the school to occupy the classroom and cafeteria spaces without substantial completion. It should also confirm that until substantial completion is awarded, Olympic construction will be responsible for all maintenance, electricity etc. for the spaces. As you know, this is what was agreed on between the Eastern School Board, DOE, T&W and Olympic Construction at our December 7th meeting at Mobile.

Regards,  
Robert

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The figure of $5,000.00 was noted by me to strictly as an attempt to settle this item, as it was not worth it to this project to have such an item creating issues for people. The work considered to be valued less than $3,500.00 whereas middle ground would be $5,500.00. This may be a mute point if occupancy cannot be met in time.

Regards

Paul,
As you know, our mechanical sub submitted a price of approximately $7,700.00 to do the modifications to the existing well and wellhouse so the school could have water. I called me about 5:00 PM yesterday and said WST would pay a maximum of $5,000.00 period. I went back to the mechanical sub and he indicated he could not do this extra work at a loss—that is where it was left. I know he will not do it for that, but to get water on the school. I may be able to talk him down a bit if you could possibly meet him half-way. I only ask this in the interest of trying to get this building hooked up to a water source.

Again I cannot agree, no different than working on an alteration to a occupied building. We are trying to give you a way forward to completion option, we cannot let the owner be held for ransom, etc.

I urge you to rethink the logic and avoid the un-nice-ities.

Regards
Subject: RE: Mobile School CP2

Paul,

Even when we turn over the school our Contractor's Liability policy remains in effect anywhere we are working, but as I said before we need to get SC to allow them to occupy; otherwise, if we have control, it is still a construction site.

-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 19, 2007 1:39 PM
To: Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; @snclavalin.com
Subject: RE: Mobile School CP2

While SC would still not be warranted, I wouldn't expect you to operate the facility. School Board needs the building as soon as possible to allow them to setup. From that point their normal operations can take over even though you have work outstanding. I would expect you however to maintain some level of builders risk or other insurance that protects the building and contents while your work is ongoing. The school board would carry their own insurance for their purposes as normal. In the meantime if the School Board's own insurance covers the builders risk perhaps that will suffice.

Pat
Please advise?

With respect to gym, we will not hold SC due to the flooring.

Regards

From: [email protected]
Sent: Wednesday, December 19, 2007 11:35 AM
To: Lahey, Paul; Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; @snclavalin.com
Subject: RE: Mobile School CP2

Paul,

With all due respect, I have read your e-mail and that of Mr. Robert Matthews, and cannot concur. At the current time the areas the School Board want are ready, with the exception of a few minor items which will be done by Friday, which involves everything except the gym/music room area. The reason the gym area was not made ready is the fact that the flooring has been on HOLD since summer time and we were just given authorization to proceed two weeks ago. It is now December 19 and we still have no water source connected to the building, once again because we have no direction or authorization to proceed - what can we do? The plumbers are finishing up tomorrow and this issue has been ongoing since August. If someone gives us authorization to proceed we will do the best we can to hook things up.

On the insurance issue, our liability policy only covers construction sites and we cannot get one that allows us to be the custodian of a school for any price; should you wish to speak to our insurer, I will gladly give you his name and number and let him explain it to you himself. I don't believe it is fair and reasonable for you to think we should retain possession of the
school, and allow it to be used for the purpose intended [except the area that was delayed through no doing of our own], and expect us to operate the facility, pay for utilities and maintenance, and worry about 300 students and teachers and such liabilities.

We do not wish to get into any arguments or confrontations, as we have done everything to give your client the facility on time, despite the fact it was awarded months after it was supposed to be.

...are still willing to co-operate in any way, but the fact remains that if the school board wants to operate out of the building and as agreed in previous meetings there is no reason why they cannot, that they have to give us substantial completion, and take over the operating responsibilities such as security, maintenance, utilities, etc., as we will only be accessing the gym/music room area, which would have been done now if we had been given direction on the gym floor 2 months ago. There is no need to turn this into a confrontation now, but we just cannot accept responsibility to operate a school, when the delay was out of our control.

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Sent: December 19, 2007 9:47 AM
To: Matthews, Robert M.; @olympic-construction.nf.ca
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; @snclavalin.com
Subject: RE: Mobile School CP2

Gents

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before the School can operate as should be leaving the School Board with additional expenses, delaying removal of the old building, etc. It is imperative that Olympic does not place the Board in that position.

Regards

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Subject: Mobile School CP2

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Regards,
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With respect to insurances the building is now added to governments all risk policy, you will be required to maintain liability insurance while completing any and all remaining work.

From discussions yesterday we had offered a solution to the water hook up problem however it appears we are placed in a position of been pressured to take prices due to a disadvantage and additionally the item appears to be used to force a SC.

SC is based on two basic criteria, one financial and one physical. It order to determine SC a review is requested once that state has already been achieved by the contractor and the general conditions dictate the steps to be taken from there. From what I gather no such request has ever been made and no inspections for that purpose have been conducted. Partial inspections (only in the class room wings) have taken place in order to allow occupancy in those portions of the building and to distinguish any contractor deficiencies from potential owner damage. That was the scenario proposed by [redacted] and agreed to by others.

Again not been familiar with the site I note the follow with respect to SC. For it to be deemed so by us, physically all systems must be up and running, documented with appropriate certificates and regulatory approvals in place. To date we are not aware of any that are done, there was some conflicting information with respect to the fire alarm status. [redacted] informs Rob as late as this morning that you are hoping to have these approvals in place by tomorrow however added that no promises can be made. Can you confirm status of each system, certificate and/or approval?

On the financial side as of the last payment certificate there was approximately $350,000.00 of work remaining in order to achieve SC. If work has been progressing reasonably, it would seem that this is achievable. We have already noted that the last two items of change, water connection and gym floor will not be considered in the financial review for SC due to the lateness of addition.

It is again pointed out that, you are already considerably beyond your approved completion date, whereas an agreeable finish time line appears to be at hand. It gives the appearance however of taking advantage of the owner's position at this time in order to force issuance of SC, hopefully this is not the case and work over the next couple of weeks by owner and contractor allows the school to open as expected.

Based on this information I see no reason why the School Board should not move in their furnishings as agreed. If for some reason this is not to occur, School Board needs to be advised today in order to make alternate plans.

Regards
From: pic-construction.nf.ca
Sent: Wednesday, December 19, 2007 2:10PM
To: Lahey, Paul; Matthews, Robert M.
Cc: ~Iarke, Clyde J.; Pat Royle; Grandy, Cory; ~snclavalin.com
Subject: RE: Mobile School CP2

Paul,
This is not something we can do on. Who wants the un-nice-ities? We certainly do not as this job is basically finished. We are even doing the deficiencies as we speak and he will arrange for the floors to be waxed if the school board takes it over. The building is ready for the purpose intended, except for the gym/music area, which is not finished as we knew the situation with the gym flooring. If the water line can be hooked up the school will function smoothly as a school, as was agreed by all parties. Without SC, it means that we did not turn the building over, which means it is still a construction site. Our insurer, will not allow 300 children and teachers on our site, and that's the facts; however, if the school board has control, and we are only in the gym/music room area or a mechanical room we are all insured; it's just the way it works, and I would think it would be good for the school to have a few tradesmen in those areas if something goes wrong, while we are finishing the gym/music room and finishing commissioning. I hope you understand the situation, and that we are only trying to accommodate and co-operate with everyone, but without SC, our hands are tied and I guess we will have to suffer the un-nice-ities.

-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 19, 2007 1:53PM
To: Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com
Subject: RE: Mobile School CP2

Again I cannot agree, no different than working on an alteration to an occupied building. We are trying to give you a way forward to completion option, we cannot let the owner be held for ransom, etc.

I urge you to rethink the logic and avoid the un-nice-ities.

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-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 19, 2007 1:39PM
To: Matthews, Robert M.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com
Subject: RE: Mobile School CP2

Paul,
Even when we turn over the school our Contractors' Liability policy remains in effect anywhere we are working, but as I said before we need to get SC to allow them to occupy; otherwise, if we have control, it is still a construction site.

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While SC would still not be warranted, I wouldn't expect you to operate the facility. School Board needs the building as soon as possible to allow them to setup. From that point their normal operations can take over even though you have work outstanding. I would expect you however to maintain some level of builders risk or other insurance that protects the building and contents while your work is ongoing. The school board would carry their own insurance for their purposes as normal. In the meantime if the School Board's own insurance covers the builders risk perhaps that will suffice.

Pat
Please advise?

With respect to gym, we will not hold SC due to the flooring.

Regards

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Sent: Wednesday, December 19, 2007 11:35 AM
To: Lahey, Paul; Matthews, Robert M. C.
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; @snclavalin.com
Subject: RE: Mobile School CP2

Paul,

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We do not wish to get into any arguments or confrontations, as we have done everything, to give your client to facility on time, despite the fact it was awarded months after it was supposed to be and we are still willing to co-operate in any way, but the fact remains that if the school board wants to operate out of the building, and as agreed in previous meetings there is no reason why they cannot, that they have to give us substantial completion, and take over the operating responsibilities such as security, maintenance, utilities, etc., as we will only be accessing the gym/music room area, which would have been done now if we had be
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Sent: December 19, 2007 9:47 AM
To: Matthews, Robert M.;olympic-construction.nf.ca
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com
Subject: RE: Mobile School CP2

Gents

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Aside from denials of what dates were or were not indicated by Project Manager, Olympic also needs to clearly identify and submit for approval an anticipated date for Substantial Completion and all other work. Given the lateness and the Season, this is a critical submission requiring immediate action.

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Regards
From: Matthews, Robert M. C.
Sent: Wednesday, December 19, 2007 8:30 AM
To: Lahey, Paul
Subject: FW: Mobile School CP2

Robert, 
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Cc: Reid, Elwood; Clarke, Clyde J.; Gollop, Cyril; Foley, Claude J.
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Regards,
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I am sending another message to you. It still may come down to a choice of waiting it out or taking over the building under protest.

Anything more we can do?

Due to Christmas next week, Pat will need to know today or tomorrow if they can have the school if he is to mobilize a crew to move over Christmas.

Definitely helps yes, but still some thorny issues.

Thanks Warren.

Paul,

Does this help resolve the occupancy issue? Governments insurance will cover the building, contents and occupants with respect to normal school operations.

Cory
I will arrange to have this building added to our all risk policy today. The contractor will be responsible to keep liability insurance in place while he is at the site finishing the work. This is fine.

Pat will likely not be checking his e-mail today as I understand he is in meetings for the day. But to answer the insurance question I'm sending this to Warren Morris for comment.

Warren,
Please review the e-mails and advise. The issue is the school board taking occupancy of the building prior to substantial completion being issued on the contract.

Cory

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Contractor needs to take the bull by the horns and ensure completion as soon as possible, however in doing so must also cooperate to the fullest possible extend with the School Board so as to also ensure the school opens on the desired date. Missing that date will mean that it will be many months or the next school year before the School can operate as should be leaving the School Board with additional expenses, delaying removal of the old building, etc. It is imperative that Olympic does not place the Board in that position.

Regards
Robert,

There is obviously some big misunderstanding here and some legal issues relative to occupancy. The primary reason the gym/music room area can't be turned over is that you have only given us the authorization to proceed with the revised gym flooring during the past two weeks, and we still don't have final authorization to proceed with water connection as of yesterday afternoon. All the rest of the school can be occupied and in speaking to he says he never agreed to turn over the school without substantial completion being granted. Without this our liability insurance policy is redundant, as we have no coverage for owner occupancy. We also never agreed to pay operating costs and do/pay for maintenance for any time when the school board is in occupancy as the facility is being used for the purpose intended—that is unheard of. The only way we can give the school board the school is if they take occupancy, grant substantial completion, and take over the security, utilities, and all responsibilities except for the gym/music room area. Otherwise it is a legal and insurance nightmare!

-----Original Message-----
From: Matthews, Robert M. C. [mailto:robertmatthews@gov.nl.ca]
Sent: December 19, 2007 7:51 AM
To: olympic-construction.nf.ca
Cc: Reid, Elwood; Clarke, Clyde J.; Gollop, Cyril; Foley, Claude J.
Subject: Mobile School CP2

Since our conversation yesterday, I reviewed the tender documents, and as I stated then, waxing of the floors is indeed included in your contract. Please refer to spec. sections 09651 and 09652. As you are aware, this needs to be done today, if the school board is to get furniture brought into the building before the break.

Also, I need a letter from Olympic construction stating that Olympic Construction will allow the school to occupy the classroom and cafeteria spaces without substantial completion. It should also confirm that until substantial completion is awarded, Olympic construction will be responsible for all maintenance, electricity etc. for the spaces. As you know, this is what was agreed on between the Eastern School Board, DOE, T&W and Olympic Construction at our December 7th meeting at Mobile.

Regards,
Robert
Definitely helps yes, but still some thorny issues.

From: Grandy, Cory
Sent: Thursday, December 20, 2007 8:40 AM
To: Morris, Warren; Lahey, Paul; Matthews, Robert M. C.
Cc: Clarke, Clyde J.; 'Pat Royle'; Construction, School; Foley, Claude J.
Subject: RE: Mobile School CP2 - Dist 4

Thanks Warren.

Paul,

Does this help resolve the occupancy issue? Governments insurance will cover the building, contents and occupants with respect to normal school operations.

Cory

From: Morris, Warren
Sent: Thursday, December 20, 2007 8:30 AM
To: Grandy, Cory; Lahey, Paul; Matthews, Robert M. C.
Cc: Clarke, Clyde J.; 'Pat Royle'; Construction, School; Foley, Claude J.
Subject: RE: Mobile School CP2 - Dist 4

I will arrange to have this building added to our all risk policy today. The contractor will be responsible to keep liability insurance in place while he is at the site finishing the work. This is fine.

From: Grandy, Cory
Sent: Wednesday, December 19, 2007 2:12 PM
To: Lahey, Paul; Matthews, Robert M. C.; Morris, Warren
Cc: Clarke, Clyde J.; 'Pat Royle'; Construction, School; Foley, Claude J.
Subject: RE: Mobile School CP2 - Dist 4

(I've deleted the contractor form this string so as to not to detract from good DTW argument points.)

Pat will likely not be checking his e-mail today as I understand he is in meetings for the day. But to answer the insurance question I'm sending this to Warren Morris for comment.

Warren,

Please review the e-mails and advise. The issue is the school board taking occupancy of the building prior to substantial completion being issued on the contract.

Cory

From: Lahey, Paul
Again I cannot agree, no different than working on an alteration to an occupied building. We are trying to give you a way forward to completion option, we cannot let the owner be held for ransom, etc.

I urge you to rethink the logic and avoid the un-nice-ities.

Regards

Paul,  
Even when we turn over the school our Contractors' Liability policy remains in effect anywhere we are working, but as I said before we need to get SC to allow them to occupy; otherwise, if we have control, it is still a construction site.

-----Original Message-----
From: Lahey, Paul [mailto:lahey@nl.gov.ca]  
Sent: December 19, 2007 1:39 PM  
To: Matthews, Robert M. C.  
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory; snclavalin.com  
Subject: RE: Mobile School CP2  

While SC would still not be warranted, I wouldn't expect you to operate the facility. School Board needs the building as soon as possible to allow them to setup. From that point their normal operations can take over even though you have work outstanding. I would expect you however to maintain some level of builders risk or other insurance that protects the building and contents while your work is ongoing. The school board would carry their own insurance for their purposes as normal. In the meantime if the School Board's own insurance covers the builders risk perhaps that will suffice.

Pat  
Please advise?

With respect to gym, we will not hold SC due to the flooring.

Regards
Paul,

With all due respect, I have read your e-mail and that of Mr. Robert Matthews, and cannot concur. At the current time the areas the School Board want are ready, with the exception of a few minor items which will be done by Friday, which involves everything except the gym/music room area. The reason the gym area was not made ready is the fact that the flooring has been on HOLD since summer time and we were just given authorization to proceed two weeks ago. It is now December 19 and we still have no water source connected to the building once again because we have no direction or authorization to proceed—what can we do? The plumbers are finishing up tomorrow and this issue has been ongoing since August. If someone gives us authorization to proceed we will do the best we can to hook things up.

On the insurance issue, our liability policy only covers construction sites and we cannot get one that allows us to be the custodian of a school for any price; should you wish to speak to our insurer, I will gladly give you his name and number and let him explain it to you himself.

I don’t believe it fair and reasonable for you to think we should retain possession of the school, and expect us to operate the facility, pay for utilities and maintenance, and worry about 300 students and teachers and such liabilities. We do not wish to get into any arguments or confrontations, as we have done everything, to give your client to facility on time, despite the fact it was awarded months after it was supposed to be and we are still willing to co-operate in any way, but the fact remains that if the school board wants to operate out of the building, and as agreed in previous meetings there is no reason why they cannot give us substantial completion, and take over the operating responsibilities such as security, maintenance, utilities, etc., as we will only be accessing the gym/music room area, which would have been done now if we had been given direction on the gym floor 2 months ago. There is no need to turn this into a confrontation now, but we just cannot accept responsibility to operate a school, when the delay was out of our control. Carl

-----Original Message-----
From: Lahey, Paul [mailto:laheyp@gov.nl.ca]
Sent: December 19, 2007 9:47 AM
To: Matthews, Robert M. C.; clarke@olympic-construction.nf.ca
Cc: Clarke, Clyde J.; Pat Royle; Grandy, Cory@snclavalin.com
Subject: RE: Mobile School CP2

Gents

Based on information forwarded to me, the School Board has indicated several times in writing and in conversations that they required the building for Jan 8 opening. At no time did anyone from the contractor object or raise concerns with that date. To open Jan 8, the School Board would obviously have to perform some prep work, move in furnishings, etc. In meetings with owner and other officials has reportedly indicated that materials could be moved starting on Mon, Dec 17/07. Approved contract Substantial Completion date is currently Nov 9/07, leaving Olympic both potentially liable for owner’s expenses and in breach of contract at this point. Issues of gym flooring and water supply are side issues from lateness and redundant in terms of Substantial Completion as there was/is in excess of $1.0 M from the point of approved contract completion date.

At this point having the owner move in furnishings and equipment would seem the logical best route for everyone involved in terms of achieving the shortest timelines. In terms of S.C and partially occupied, this will not be the first contract in which this has occurred. With respect to insurances etc, if this is not already covered under under contractor’s insurance than I would suggest a revision to the policy and/or new policy be immediately
enacted. To say that we cannot occupy and be insured does not make sense in terms of other projects that are undertaken, how would the insurance situation be any different if it were for an alteration of an occupied building. If there are additional costs for this insurance they are Olympic's due to the lateness of completion.

Aside from denials of what dates were or were not indicated by Project Manager, Olympic also needs to clearly identify and submit for approval an anticipated date for Substantial Completion and all other work. Given the lateness and the Season, this is a critical submission requiring immediate action.

Contractor needs to take the bull by the horns and ensure completion as soon as possible, however in doing so must also cooperate to the fullest possible extend with the School Board so as to also ensure the school opens on the desired date. Missing that date will mean that it will be many months or the next school year before the School can operate as should be leaving the School Board with additional expenses, delaying removal of the old building, etc. It is imperative that Olympic does not place the Board in that position.

Regards

---

From: Matthews, Robert M. C.
Sent: Wednesday, December 19, 2007 8:30 AM
To: Lahey, Paul
Subject: FW: Mobile School CP2

Robert,

There is obviously some big misunderstanding here and some legal issues relative to occupancy. The primary reason the gym/music room area can't be turned over is that you have only given us the authorization to proceed with the revised gym flooring during the past two weeks, and we still don't have final authorization to proceed with water connection as of yesterday afternoon. All the rest of the school can be occupied and in speaking to he says he never agreed to turn over the school without substantial completion being granted. Without this our liability insurance policy is redundant, as we have no coverage for owner occupancy. We also never agreed to pay operating costs and do/pay for maintenance for any time when the school board is in occupancy as the facility is being used for the purpose intended—that is unheard of. The only way we can give the school board the school is if they take occupancy, grant substantial completion, and take over the security, utilities, and all responsibilities except for the gym/music room area. Otherwise it is a legal and
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Also, I need a letter from Olympic construction stating that Olympic Construction will allow the school to occupy the classroom and cafeteria spaces without substantial completion. It should also confirm that until substantial completion is awarded, Olympic construction will be responsible for all maintenance, electricity etc. for the spaces. As you know, this is what was agreed on between the Eastern School Board, DOE, T&W and Olympic Construction at our December 7th meeting at Mobile.

Regards,
Robert

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Pat/Cory

If push comes to shove on this site, may have to make a choice. Wait it out or else direct contractor to turn over the keys, in which case SC will be issued once it appears warranted.

Your indication of preference is necessary as it may dictate the direction we take.

Paul,

With all due respect, I have read your e-mail and that of Mr. Robert Matthews, and cannot concur. At the current time the areas the School Board want are ready, with the exception of a few minor items which will be done by Friday, which involves everything except the gym/music room area. The reason the gym area was not made ready is the fact that the flooring has been on HOLD since summer time and we were just given authorization to proceed two weeks ago. It is now December 19 and we still have no water source connected to the building, once again because we have no direction or authorization to proceed—what can we do? The plumbers are finishing up tomorrow and this issue has been ongoing since August. If someone gives us authorization to proceed we will do the best we can to hook things up.

On the insurance issue, our liability policy only covers construction sites and we cannot get one that allows us to be the custodian of a school for any price; should you wish to speak to our insurer, I will gladly give you his name and number and let him explain it to you himself. I don't believe it fair and reasonable for you to think we should retain possession of the school, and allow it to be used for the purpose intended (except the area that was delayed through no doing of our own), and expect us to operate the facility, pay for utilities and maintenance, and worry about 300 students and teachers and such liabilities.

We do not wish to get into any arguments or confrontations, as we have done everything to give your client to facility on time, despite the fact it was awarded months after it was supposed to be and are still willing to co-operate in any way, but the fact remains that if the school board wants to operate out of the building, and as agreed in previous meetings there is no reason why they cannot, that they have to give us substantial completion, and take over the operating responsibilities such as security, maintenance, utilities, etc., as we will only be accessing the gym/music room area, which would have been done now if we had been given direction on the gym floor 2 months ago. There is no need to turn this into a confrontation now, but we just cannot accept responsibility to operate a school, when the delay was out of our control.
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Regards

From: Matthews, Robert M. C.
Sent: Wednesday, December 19, 2007 8:30 AM
To: Lahey, Paul
Subject: FW: Mobile School CP2

From: pic-construction.nf.ca]
Sent: Wednesday, December 19, 2007 8:09 AM
Robert,

There is obviously some big misunderstanding here and some legal issues relative to occupancy. The primary reason the gym/music room area can't be turned over is that you have only given us the authorization to proceed with the revised gym flooring during the past two weeks, and we still don't have final authorization to proceed with water connection as of yesterday afternoon. All the rest of the school can be occupied and in speaking to [redacted] he says he never agreed to turn over the school without substantial completion being granted. Without this our liability insurance policy is redundant, as we have no coverage for owner occupancy. We also never agreed to pay operating costs and do/pay for maintenance for any time when the school board is in occupancy as the facility is being used for the purpose intended—that is unheard of. The only way we can give the school board the school is if they take occupancy, grant substantial completion, and take over the security, utilities, and all responsibilities except for the gym/music room area. Otherwise it is a legal and insurance nightmare!

-----Original Message-----

From: Matthews, Robert M. C. [mailto:robertmatthews@gov.nl.ca]
Sent: December 19, 2007 7:51 AM
To: [redacted]
Cc: Reid, Elwood; Clarke, Clyde J.; Gollop, Cyril; Foley, Claude J.

Subject: Mobile School CP2

Since our conversation yesterday, I reviewed the tender documents, and as I stated then, waxing of the floors is indeed included in your contract. Please refer to spec. sections 09651 and 09652. As you are aware, this needs to be done today, if the school board is to get furniture brought into the building before the break.

Also, I need a letter from Olympic construction stating that Olympic Construction will allow the school to occupy the classroom and cafeteria spaces without substantial completion. It should also confirm that until substantial completion is awarded, Olympic construction will be responsible for all maintenance, electricity etc. for the spaces. As you know, this is what was agreed on between the Eastern School Board, DOE, T&W and Olympic Construction at our December 7th meeting at Mobile.

Regards,
Robert

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I urge you to rethink the logic and avoid the un-nice-ities.

Regards

Paul,

Even when we turn over the school our Contractors’ Liability policy remains in effect anywhere we are working, but as I said before we need to get SC to allow them to occupy; otherwise, if we have control, it is still a construction site.

-----Original Message-----

While SC would still not be warranted, I wouldn't expect you to operate the facility. School Board needs the building as soon as possible to allow them to setup. From that point their normal operations can take over even though you have work outstanding. I would expect you however to maintain some level of builders risk or other insurance that protects the building and contents while your work is ongoing. The school board would carry their own insurance for their purposes as normal. In the meantime if the School Board’s own insurance covers the builders risk perhaps that will suffice.

Pat

Please advise?

With respect to gym, we will not hold SC due to the flooring.

Regards
Rob

You may have to indicate to Pat Royle and DOE, something like...

Contractor says this date...but I think it will be this date..... etc

---

From: Clarke, Clyde J.
Sent: Tuesday, December 04, 2007 9:50 AM
To: Matthews, Robert M. C.
Cc: Lahey, Paul; Jewer, Ken
Subject: FW: Mobile Central High School

Robert - an update as received from Rutter regarding their inspections and status of progress related to project completeness. I will leave it to you to coordinate with DOE. If the planned move cannot happen over the Christmas break (as per the contract document requirements), DOE should be advised immediately.
What discussions have you had on the move date with the General contractor???

Ken - I have provided you a copy for your info.

Regards,

Clyde

---

From: rutter.ca
Sent: Friday, November 30, 2007 3:57 PM
To: Clarke, Clyde J.
Cc: rutter.ca
Subject: Mobile Central High School

Clyde

We last visited Mobile School Tuesday, Nov. 27, 2007. During this visit we found the classroom and office areas including Staff Prep & Lounge, Canteen, Book Storage & Copy Room are all very near completion. The plumbing fixtures and counters have not yet been completed in the washroom.
The Kitchen, Home Economics, Resource Area, Fabrication Area, Design Planning Areas are all just
slightly behind the first group.
The Gymnasium, Stage, Music Room, Fitness Room, Washroom/Change Room Areas, Lab and Art Room are a little further behind the second group.
The electrical service equipment for the main building, while up & running, still had equipment covers off and were covered in construction debris.
The fire pumps were not even installed, there were no conductors pulled for the electrical service for the fire pump. No lighting in the Pump Room. The domestic water pumps were installed but not completely connected.
The back box only was installed for the Fire Alarm Control Panel.
The installation of the electric heating system is complete with only a few minor exceptions.
The lighting and lighting control systems is app. 95% complete with such items as exterior lighting control and stage performance lighting being the only major items yet to be installed.
Receptacles are app. 95% complete.
Connections to Mechanical equipment and Mechanical controls are app. 80% complete.
The Data racks have been installed but installation of all of the power supplies and rack equipment have not yet been completed.
Data cables have been terminated at the Data Rack.
Most of the fire alarm devices have been installed with the exception of exterior horns.
Intrusion alarm system has yet to be completed.
The Deluge system is not yet operational.
The Clock & Program System has not yet been installed.
The Fire Alarm Graphic has not yet been installed.
Gym Music Room P.A. System has not yet been installed.

This is but a brief list of the items requiring completion before commissioning takes place.
I’m also including my site visit reports for your info.

Regards

Senior Engineering Technician
Rutter Hinz Inc.
70 Brookfield Road
St. John’s, NL
Canada A1E 3T9
Tel: 
Fax: 
Email: rutterhinz.com
Electrical Site Review

Project: Mobile Central High School C.P.2
Date: November 28, 2007
Date of Visit: November 27, 2007
Visited By: [redacted]

Comments:

A general walk through of the building was performed during this trip with a closer inspection of Part Plan Area “B”.

The following items were noted:

1. AV Store Room 136 – Electric heater is full of what appears to be sawdust. There is a large amount of this material in this heater which should be removed as soon as possible.

2. Washroom 173 – There is still no light fixture in this room however the contractor assured me that the circuit is in the ceiling space and ready to be routed down the wall for the light fixture.

3. Pump Room B01 – Standard clearances do not exist in front of the controls for the domestic water pumping equipment. However, Canadian Electrical Code section 38-005 read in conjunction with section 2-308 allows for the required clearances to be waived under conditions such as those occurring in the Pump Room. Therefore this installation should be ok.

4. Pump Room B01 – Light fixtures have not yet been installed.

5. Kitchen 141 – Power supplies fan items 5 and 6 have been installed.
Electrical Site Review

Project: Mobile Central High School C.P.2
Date: September 13, 2007
Date of Visit: September 10, 2007
Visited By: [Redacted]

Comments:

A general walk through was performed during this visit along with a more comprehensive review of the wall mounted electrical devices located in Part “C” classroom areas.

Electricians were busy meggering panel feeders and recording their results in a report.

The following items were noted during this visit:

1. Corridor 112 - None of the corridor receptacles have yet been roughed in.
2. Special Education Room 118 - Computer data outlet and duplex receptacle located near the 1500w heater have not yet been roughed in.
3. Mechanical Room 119 - Duplex receptacle has not been roughed in.
4. Corridor 123 - None of the duplex receptacle have been roughed in.
5. Special Education Room 132
   - Circuit for 3000w heater has not been roughed in.
   - Duplex receptacle and cable TV outlet located near grid lines N - 21 (prime) have not been roughed in.

It should be noted that the majority of walls in this area are concrete blocks, finished, primed and painted.
6. The concrete pad for utility transformer has been installed but there is no evidence of the ground loop or the ground cable protruding up thru the opening in the concrete pad.

Other than these few items, the electrical installation appears to be progressing in step with the other trades.
SITE VISIT REPORT (Electrical)

Project Name: 400934001 (REA #900204) – Mobile Central High School CP2; Inspections
Date: Jul. 19th, 2007
Date Visited: Jul. 19th, 2007

Visited By: [Redacted]

COMMENTS:

This is our first visit to the site for the purpose of establishing the level of completion of the project. The super structure is in place with finished brick work installed on the exterior walls. The roofing was mostly complete. Installation of exterior windows and doors has not yet been completed. Interior concrete block work appears to be approximately 40% complete.

The following items were noted:

1. The Electrical Contractor was in the process of installing the rough-in materials, including panel tubs, conduits and outlet boxes. Some wiring has been installed.
2. The utility distribution line and poles extending to the Site have not yet been installed.
3. The concrete pad for the new utility transformer has not yet been installed.
4. The main electrical switchboard is in place with the installation approximately 50% complete.
5. Some of the tubs for the electrical distribution panels and secondary panels have been installed.
6. Underground service conduits have been installed from the electrical switchboard and telephone equipment board and terminated just outside of the exterior wall.
7. Tub for the fire alarm panel has been installed.
8. Ground busses and ground wires have been installed.
9. Conflict may occur between the installation of the concrete transformer pad and utility termination pole (not yet installed) and a fire hydrant and associated piping (installed).

10. Conflict may also arise from the installation of the electrical/telephone service trenches and an existing underground water main.

11. It was noted that the drawings do not indicate grounding for the propane main distribution piping.

12. Some of the walls in the classrooms were ready for the installation of the drywall. The electrical conduit and boxes installed in these areas appeared to be installed properly. However, a comprehensive review should be performed by the contractor to ensure that all devices indicated on the drawings have been roughed in prior to the installation of the drywall.

13. Installation of the heater relay cabinets have been approximately 50% completed.

14. Installation of branch circuit conduits and boxes appears to be approximately 50% completed.

All things considered, the installation of the electrical work appears to be on par with the other trades. However, the contractor should continue applying pressure to the utility company to complete the installation of the overhead electrical distribution lines and to coordinate the final location of the transformer pad.
SITE VISIT REPORT (Electrical)

Project Name: 400934001 (REA #900204) – Mobile Central High School CP2; Inspections
Date: Jul. 19th, 2007

Date Visited: Jul. 19th, 2007

Visited By: 

COMMENTS:

This is our first visit to the site for the purpose of establishing the level of completion of the project. The super structure is in place with finished brick work installed on the exterior walls. The roofing was mostly complete. Installation of exterior windows and doors has not yet been completed. Interior concrete block work appears to be approximately 40% complete.

The following items were noted:

1. The Electrical Contractor was in the process of installing the rough-in materials, including panel tubs, conduits and outlet boxes. Some wiring has been installed.

2. The utility distribution line and poles extending to the Site have not yet been installed.

3. The concrete pad for the new utility transformer has not yet been installed.

4. The main electrical switchboard is in place with the installation approximately 50% complete.

5. Some of the tubs for the electrical distribution panels and secondary panels have been installed.

6. Underground service conduits have been installed from the electrical switchboard and telephone equipment board and terminated just outside of the exterior wall.

7. Tub for the fire alarm panel has been installed.

8. Ground busses and ground wires have been installed.
9. Conflict may occur between the installation of the concrete transformer pad and utility termination pole (not yet installed) and a fire hydrant and associated piping (installed).

10. Conflict may also arise from the installation of the electrical/telephone service trenches and an existing underground water main.

11. It was noted that the drawings do not indicate grounding for the propane main distribution piping.

12. Some of the walls in the classrooms were ready for the installation of the drywall. The electrical conduit and boxes installed in these areas appeared to be installed properly. However, a comprehensive review should be performed by the contractor to ensure that all devices indicated on the drawings have been roughed in prior to the installation of the drywall.

13. Installation of the heater relay cabinets have been approximately 50% completed.

14. Installation of branch circuit conduits and boxes appears to be approximately 50% completed.

All things considered, the installation of the electrical work appears to be on par with the other trades. However, the contractor should continue applying pressure to the utility company to complete the installation of the overhead electrical distribution lines and to coordinate the final location of the transformer pad.
Electrical Site Review

Project: Mobile Central High School C.P.2
Date: September 26, 2007
Date of Visit: September 25, 2007
Visited By: [Redacted]

Comments:

A general walk through was performed during this visit along with a more comprehensive review of the wall mounted electrical devices located in The Central Core Area.

The following items were noted during this visit:

1. With the exception of the rough in for the heater circuit in Special Education Room 132, as noted in item #5 of September 13, Electrical Site Review, all of the items noted in the Electrical Site Review dated September 13, 2007 have not yet been addressed.

2. The four grounds rods for the utility power pad mounted transformer have now been installed. However, the ground wire does not appear to have been installed.

3. NL Power is experience delays with the delivery of the permanent utility transformer and has indicated that they will be providing a temporary transformer shortly. Permanent utility power has not yet been supplied to the building.

4. Service Room 137 Data Zone, conduits are presently terminated above the finished ceiling and the data cables are installed with some of the data cables terminated in the data rack. The electrical contractor informed me that the zone conduits will be extended to below the finished ceilings as per the drawings.
5. There is an issue arising concerning the installation of the recessed light fixtures in the classrooms and the type of T-Bar ceiling grids used. Apparently the fixture does not sit in the T-Bar grids properly due to the type of grid being used. The easiest solution to this problem that we can see is to substitute the type of grid being used with the more common type of grid which the light fixtures were designed to be mounted in. Only the sections of grids located near the fixture ends will need to be substituted.

As a result of my comprehensive review of the Central Core Area, the following items were noticed.

6. Resource Center Room No. 135 – Receptacle located on grid line 21’ & N, connected to circuit “L8-20” has not yet been roughed in.

7. Server Room 137 – Receptacle on circuit “L8-38” has not yet been roughed in.

8. Kitchen and Home Economics Room 140
   - Receptacles for microwave ovens on circuit “L5-15”, “L5-17” and “L5-19” have not yet been roughed in.
   - GFI Receptacle on Circuit “L5-11(13)” has not yet been roughed in.

9. Kitchen Room 141 - Power supplies for the under counter dishwasher and the under counter electric booster heater have not yet been roughed in.

10. Fabrication Area Room 139 – Receptacle for item #4 and connected to circuit “L3-3” has not yet been roughed in.

Again, it should be noted that the majority of walls in these areas are concrete block, sanded, primed and painted.
ELECTRICAL SITE REVIEW

Project: Mobile Central High School CP2
Date: August 1, 2007
Date of Visit: July 31, 2007-07-31
Visited By: [Redacted]

Comments:

1. Electrical Contractor was working on the electrical rough-in during our visit.
2. The majority of the panel tubs, feeder and branch circuit conduits were installed.
3. Interiors of the distribution panel boards and service entrance switchboard were partially installed with some branch circuit conductors run.
4. Concrete pad for utility transformer has not yet been installed.
5. Ground bus has been installed in the main electrical room. Ground electrodes have been installed below the concrete floor of the main electrical room with the ground conductor coiled up in the electrical room waiting for final terminations.
6. Step down transformer has been installed in the main electrical room. However, final terminations have not yet been made.
7. Step down transformer has been mounted on structural channels overhead in Electrical Room 120. Final connections have yet to be made. Access to this transformer may be a problem due to mounting height and location.
8. Kitchen/Home Economics Room 140 – Near Grid Lines E-16: There is a pull box for the feeder for panel “L3” (located in Fabrication Area 139). There is a small ventilation duct running below this pull box which restricts opening of the hinged cover. I instructed the Contractor to hinge the cover on the side of the box running along grid line 16 to minimize the impact of the obstruction.

Over all the Electrical Contractor appears to be keeping pace the other trades and no other electrical issues were brought up during our visit.
A general walk through was performed during this visit along with a more comprehensive review of the wall mounted electrical devices located in Part Floor Plan “A”.

The following items were noted during this visit:

1. Electrical contractor has begun installing the receptacles in Corridors 112 & 123.

2. A utility transformer has been installed and power is connected to the main service entrance switchboard. Therefore we can assume that the grounding around the transformer pad has been completed to meet N.F Power Standards.

3. Installation of electrical panels located throughout the building has not yet been completed.

4. Service Room 137 – Data Zone conduits have not yet been extended below the finished ceiling.

5. Contractor is in process of installing light fixtures in classrooms in a new layout which should alleviate problem with ceiling grids.

   As a result of the walk through of Park Plan “A” the following items were noted.

6. Stage Room 154 - Two receptacles are missing from back wall. (They should be installed on wall common to Music Room 158).

7. Washroom 153 and Girls Change Room 145 – GFI receptacles are missing.
8. Instructors Office 152 – Duplex receptacle and data outlet have not yet been installed.

9. Stage Room 154 – Chair life power supplies have not been brought down to floor level. Controls have not yet been roughed in.

10. General Storage Room 160 – Electric heater has not yet been installed.

11. Corridor 151 – Receptacle located near General Storage Room 160 has not yet been installed. There is another electrical box in the ceiling space outside of Biology/Chemistry Lab 164 with a lot of conductors in it. Electrical contractor to check number of conductor in the conduits entering this box w/r/t derating factors. Rough in for 1500 watt heater near girls shower room has not yet been installed.

12. Mechanical Room 151 – Rough in for electric unit heater has not yet been installed.

13. Mechanical Room 202 – Rough in for two duplex receptacles located on wall along grid line #12 have not yet been installed. Rough in for unit heater has not yet been installed. Rough in for communications outlet and telephone outlet has not yet been installed.

14. Storage Room 201 – Rough in for duplex receptacles and electric heater have not been installed.

15. Pump Room 301 – Installation of electrical equipment has not yet begun.

16. Storage Room 203 – A review of this room could not be completed due to lack of light.

17. Yard Storage Room 162 – A review of this room could not be completed because room was locked.

18. Fabrication Area 139 – Contractor is installing light fixtures 150 mm higher than specified and they still appear low. A review of the mounting heights for these fixtures should take place before installation has been completed.
Electrical Site Review

Project Name: Mobile Central High School CP2
Date: August 13, 2007
Date Visited: August 9, 2007
Visited By: [Redacted]

Comments:

The following items were noted during this visit:

1. More branch circuit wiring was installed.

2. Painters were in process of spraying white primer in classrooms of Part Floor Plan "C". During this process both white, black and ground conductors were sprayed in the majority of electrical boxes, data and telephone cables were sprayed in the communication boxes. I instructed the painters to cover the boxes before spraying any new areas.

3. Conduit entering large junction boxes in ceiling spaces of classrooms 117 and 118 were marked as containing as much as eleven single pole circuits (or equivalent number of two and three pole circuits). Electrical contractor should ensure that these conductors have been properly sized to allow for applicable derating factors. See Table 5C in the Canadian Electrical Code, Part 1 C22.1-06 2006.

4. Electrical Contractor should provide temporary lighting in the main Electrical Room 159.
Electrical Site Review

Project: Mobile Central High School C.P.2  
Date: November 9, 2007  
Date of Visit: November 8, 2007  
Visited By: [Redacted]

Comments:

During this walk through, a check was made to review the status of the items noted on the previous site reviews and the following items were found:

1. Generally, areas of the building are nearing completion with the area included in Part Plan "C" being closer to completion than the remaining areas.

2. It does not appear that the contractor has addressed the issue of large numbers of conductors in some of the conduits.

3. All duplex receptacles have now been installed or roughed-in in Corridors 112 & 123 with the exception of two receptacles located on grid line "W" in Corridor 112 and two receptacles located on grid line "26" in Corridor 123.

   It should be noted that there are steel columns at each of the locations which may have prevented the installation of these receptacles.

4. The Data Zone conduits entering Server Room 137 remain terminated above the ceiling. The electrical contractor indicated that the ceiling contractor may be able to provide a neater job of finishing the ceiling around the neatly bundled data wires dropping down through the ceiling in the corner of the room, compared to attempting to finish the ceiling around the Data Zone conduits.

   The Wiring Diagram on Sheet E25 indicates that the data zone conduits should extend down past the level of the ceiling.

5. Resource Centre Room 135 – Receptacle located on grid line 21’ and N and connected to circuit “L8-20” has not yet been installed.
6. Server Room 137 – Receptacle on circuit “L8-38” has not yet been installed.

7. Kitchen Room 141 – Power supplies for the under counter dishwater and the under counter booster heater have not yet been installed.

8. Fabrication Area Room 139 – Receptacle for item #4 and connected to circuit “L3-3” has not yet been installed.

9. Stage Area Room 154 – Receptacle located near grid lines “B-2” has not yet been installed.

10. Corridor 151 – Receptacle located opposite General Storage Room 160 has not yet been installed.

11. Mechanical Room 202 – Two duplex receptacles, telephone outlet and communications outlet located on wall running along grid line 12 have not yet been installed.

12. Storage Room 201 – Duplex Receptacle has not yet been installed.

13. Pump Room 301 – Installation of electrical equipment has not yet been completed.

14. Storage Room 203 – The electric heater, while being roughed-in cannot be installed as per drawing E8, due to the installation of a mechanical riser duct and an electrical conduit extending through the floor from the room below. This heater should be relocated to wall running along grid line “A” near grid line “2”.

15. The door accessing Yard Storage Room 162 was still locked.

16. Fabrication Area 139 – Light fixtures have not yet been properly aligned.

17. General lighting has been connected and is operational in most areas of the building at this time including General Storage Room 160, the Main Electrical Room 159 and Storage Room 203.

18. Corridor 103 – Electrical contractor pointed out that there is only one three way switch indicated on the drawings controlling the lighting for this corridor.

19. Washroom 173 – Light fixture indicated on sheet E6 has not yet been roughed-in.

20. Some of the exterior lighting fixtures have been installed and are operating.

21. Exterior program bells and fire alarm horns have yet to be installed.
22. AHV - #2 has a duplex receptacle and internal lighting. There does not appear to be any power for this equipment. AHV - #1, AHV - #3 and the HRV units should be checked to see if they also require power for receptacles and internal lighting.

The electrical contractor is keeping up with the other trades and appears to be providing good quality workmanship.
Electrical Site Review

Project: Mobile Central High School C.P.2
Date: August 31, 2007
Date of Visit: August 30, 2007
Visited By: [Redacted]

The following items were noted during this visit:

1. Electrical work is progressing well and keeping up with the other trades.
2. Installation of ceiling grids have begun in the classroom areas.
3. Utility transformer pad and underground service ducts are installed.
4. Contractor stated that electrical utility Co. insisted on installing two (2) service termination poles. New installation will find main service disconnects for building on one pole and the service disconnect switch for the fire pump on a separate pole.
5. Painters were continuing to coat branch circuit wiring in device boxes with white primer; however electrical foreman ensured me that primer easily flakes off the conductors and therefore is not usually a problem.
6. Some coordination will be required between the electrical, mechanical contractors, the installer of the ceiling grids and the sprinkler contractor in the Multi Purpose Room 124 and Classroom 125. There seems to be a conflict in these rooms with the location of the light fixtures, the height of the ceiling grid, the location of the mechanical duct work and the sprinkler piping.
7. Conduits entering large junction boxes in ceiling spaces of Classroom 117 and 118 were marked as containing as many as 11 single pole circuits. (or equivalent number of two and three pole circuits). Electrical contractor should ensure that the conductors have been properly sized to allow for applicable derating factors. See Table 2 and 5C in the Canadian Electrical...
According to these tables #12 awg conductors will not be rated high enough to be connected to 15 amp breakers.

We would recommend for 15 amp circuits employing #12 awg conductors that no more than four circuits be contained in any single conduit. Circuits of other characteristics would have to be checked individually.

8. Data cable bundles run in ceiling space to be supported using beam clamps and bridal rings as per section 16743.2.5.2 of the D.W.S.T master specifications.

9. Single data runs to be supported using caddy clips as per section 16743.2.5.2 of the D.W.S.T master specifications.
Electrical Site Review

Project: Mobile Central High School C.P.2
Date: November 19, 2007
Date of Visit: November 16, 2007
Visited By: [Redacted]

Comments:

A general walk through of Part Plans A & C was conducted during this visit. The central core area (Part Plan B) was not accessible due to floor finishing procedures.

The following items were noted:

1. Contractor should check electrical wall heaters from time to time to ensure no flammable material falls onto the heater elements. A small number of the heaters checked had debris on the elements.

2. Music Room 158 – Lens is broken on light fixture.

3. Potable Water Reservoir B02 and Pump Room B01 – No Lighting has been installed in these areas up to this point.

4. Canteen Room 166 – Light fixture frame has been damaged.

5. Class Room 113 – Light fixture frame has been damaged and T-Bar Grid appears dropped at one fixture near the door.

6. Corridor 112 – Light fixture frame has been damaged near exit door.

7. Boys Washroom 121 and Girls Washroom 122 – One light fixture lens in each washroom is broken.

8. Classroom 117 – One light fixture lens is missing.

9. Classroom 125 – One light fixture lens is missing and one light fixture lens frame is damaged.

10. Special Education Room 132 – Clean debris from heater.
11. Classroom 126 – Clean debris from heater and provide blank cover plate for box recessed in wall near heater.

12. Classrooms 113, 114, 125 & 127 – Provide blank cover plates for boxes recessed in wall near heater.

13. Kitchen 141 – Power supplies for items 5 and 6 have not yet been roughed in.

14. Several Fluorescent fixtures located throughout the building have lenses hanging out through the lens frames. These lenses should be repositioned within the fixtures to prevent lenses falling to the floor.
No problem, however you can discuss this with Claude, no need for me to follow up.

From: Grandy, Cory  
Sent: Thursday, November 08, 2007 12:59 PM  
To: Lahey, Paul  
Subject: RE: Mobile - New School PCO#6  

Everything ok?

From: Lahey, Paul  
Sent: Thursday, November 08, 2007 9:41 AM  
To: Grandy, Cory  
Subject: FW: Mobile - New School PCO#6

From: Foley, Claude J.  
Sent: Thursday, November 08, 2007 9:15 AM  
To: Lahey, Paul  
Subject: RE: Mobile - New School PCO#6

Paul,  

I am still not clear on what the issue is. I was trying to convey that Robert is acting exactly in accordance with us, DOE, and contractor and consultant were aware of our close look into this issue at this critical phase of the project. My intent was to support Robert. I wouldn’t want to undermine Robert’s authority with contractors or consultants for sure, for sure. If I did that, I apologize. I will try to tailor responses better. I appreciate any tidbits or suggestions that you make. Give me a call. Let discuss for a few minutes. I would want to avoid any abrasions in future.

Claude

Claude Foley  
School Planning Consultant  
Design and Construction Division  
Department of Education  
P.O. Box 8700, West Block  
Confederation Building  
St. John’s, NL A1B 4J6  
Email: claud Foley@gov.nl.ca  
Tel: (709)729-4982  
Fax: (709)729-1400
From: Lahey, Paul  
Sent: Thursday, November 08, 2007 9:01 AM  
To: Foley, Claude J.  
Cc: Grandy, Cory; Construction, School; Matthews, Robert M. C.  
Subject: RE: Mobile - New School PCO#6

Claude

Your comment is ok to Rob but not with copies to contractor and consultant in this case.

From: Foley, Claude J.  
Sent: Wednesday, November 07, 2007 4:28 PM  
To: Matthews, Robert M. C.; @olympic-construction.nf.ca  
Cc: @snclavalin.com; Lahey, Paul; Grandy, Cory; Construction, School  
Subject: RE: Mobile - New School PCO#6

Agreed.

Claude Foley  
School Planning Consultant  
Design and Construction Division  
Department of Education  
P.O. Box 8700, West Block  
Confederation Building  
St. John's, NL A1B 4J6  
Email: claudefoley@gov.nl.ca  
Tel: (709)729-4982  
Fax: (709)729-1400

From: Matthews, Robert M. C.  
Sent: Wednesday, November 07, 2007 3:06 PM  
To: @olympic-construction.nf.ca  
Cc: @snclavalin.com; Foley, Claude J.; Lahey, Paul  
Subject: Mobile - New School PCO#6

Just reviewed your quote on PCO#5 with [redacted] there appears to be several items that should not be included as extras to the contract. These items include:

- Item 4: Supply & installation of screen - $3,000 - Not required
- Item 5: Gravel Packing - $2,000 - Not required
- Item 7: Well Development - $700 - Only required with screen, not required
- Item 9: Pump Testing, 72 hr drawdown contract - $19,800 - Already included in original contract

Also, the following item was listed without a item number, but is not required as part of this extra:

Additional 30 m drilling (for two wells, total 60 m) if required $4,937.40 (as stated above, not required)
With the deletion of the above items, your revised quote would be:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$15,057.32</td>
</tr>
<tr>
<td>General Contractor's Overhead and Fee - 10%</td>
<td>$1,505.73</td>
</tr>
<tr>
<td></td>
<td>$16,563.05</td>
</tr>
</tbody>
</table>

I will issue CO in this amount, please proceed.

Robert
Do you know this person? Never dealt with him before, I am not going to respond to his email, it looks odd but just going to let it die.

Claude

Claude Foley
School Planning Consultant
Design and Construction Division
Department of Education
P.O. Box 8700, West Block
Confederation Building
St. John's, NL A1B 4J6
Email: claudefoley@gov.nl.ca
Tel: (709)729-4982
Fax: (709)729-1400

From: Foley, Claude J.
Sent: Thursday, November 08, 2007 9:15 AM
To: Lahey, Paul
Subject: RE: Mobile - New School PCO#6

Paul,

I was trying to convey that Robert is acting exactly in accordance with us, DOE, and contractor and consultant were aware of our close look into this issue at this critical phase of the project. My intent was to support Robert. I wouldn't want to undermine Robert's authority with contractors or consultants for sure, for sure. If I did that, I apologize. I will try to tailor responses better. I appreciate any tidbits or suggestions that you make. Give me a call. Let discuss for a few minutes. I would want to avoid any abrasions in future.

Claude

Claude

From: Lahey, Paul
Sent: Thursday, November 08, 2007 9:01 AM
To: Foley, Claude J.
Cc: Grandy, Cory; Construction, School; Matthews, Robert M. C.
Subject: RE: Mobile - New School PCO#6

Claude

Your comment is ok to Rob but not with copies to contractor and consultant in this case.

Claude

From: Foley, Claude J.
Sent: Wednesday, November 07, 2007 4:28 PM
To: Matthews, Robert M. C.; @olympic-construction.nf.ca' CC: @sncalavalin.com); Lahey, Paul; Grandy, Cory; Construction, School
Subject: RE: Mobile - New School PCO#6

Agreed.

Claude Foley
School Planning Consultant
Design and Construction Division
Department of Education
P.O. Box 8700, West Block
Confederation Building
St. John's, NL A1B 4J6
Email: claudefoley@gov.nl.ca
Just reviewed your quote on PC0#5 with Martin Hammond, there appears to be several items that should not be included as extras to the contract. These items include:

- Item 4: Supply & installation of screen - $3,000 - Not required
- Item 5: Gravel Packing - $2,000 - Not required
- Item 7: Well Development - $700 - Only required with screen, not required
- Item 9: Pump Testing, 72 hr drawdown - $19,800 - Already included in original contract

Also, the following item was listed without a item number, but is not required as part of this extra:

Additional 30 m drilling (for two wells, total 60 m) if required $4,937.40 (as stated above, not required)

With the deletion of the above items, your revised quote would be:

- Martin B. Hammond $15,057.32
- General Contractor's Overhead and Fee - 10% $1,505.73

$16,563.05

I will issue CO in this amount, please proceed.

Robert
Frank et al

For clarification, is there an assigned contract with respect to portion of the work?

Paul Lahey, M.A.Sc., P.Eng.
Senior Regional Engineer (Avalon)
Dept of Transportation & Works
5th Floor
Confederation Building - West Block
Tel  (709) 729-3342
Fax  (709) 729-2011

NOTED

F J Huxter, P. Eng.
Construction Manager

Frank,

For your information.

Sales Rep - Tubecraft div of KDP

You are correct, 1st year services are included, except for PM overhaul of pump, this is an item I added to ensure operability in the long term and should be carried out during the second year of operation.
The water treatment services contract for the first year is part of the present contract. I am assuming that the pricing you have indicated below is for the remaining four years of the five year service contract alluded to in the specification. Please correct me if my understanding of your e-mail is in error.

I concur with your proposal regarding the storage of Sodium Hypochlorite. I will pass this information along to DTW.

---Original Message-----
From: [redacted]@kdpratt.com
Sent: October 9, 2007 4:42 PM
To: [redacted]@sandavalin.com
Cc: [redacted]@kdpratt.com
Subject: Mobile School

Hello

Two items regarding Mobile School job:

1. CB Tubecraft (new name of our division) quotes pricing as follows for "water treatment services" for Mobile School:

   Year 1: $3000
   Year 2: $3500
   Year 3: $4000
   Year 4: $4500

   Services include quarterly visits to Mobile School, to provide refresher training of operator(s), and equipment calibrations/tuning as required on water treatment equipment provided under current contract. Special tools and buffer chemical use included. Also included is yearly preventative maintenance overhaul on the metering pump (parts in PM Kit only - other parts covered only by one year warranty).

2. The current contract includes provision of one year supply of sodium hypochlorite. This chemical degrades significantly over a period of one year. We recommend for the purposes of the contract that the contractor invoice the school fully (to close the contract), but K&D Pratt/CB Tubecraft keep the chemical in our warehouse on consignment. This way the chemical can be shipped in smaller amounts (eg quarterly) from our warehouse, ensuring a fresh supply. This will also alleviate storage demand on the school.

Please let me know if any questions on either point.

Regards,
Sales Rep - Tubecraft div of KDP