Dear [Redacted]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: TW/017/2014]

On July 25, 2014, the Department of Transportation and Works received your request for access to the following records:

A copy of all contracts and bonds that have been cancelled in the past five years.

In a letter dated August 14, 2014 the Department informed you that an additional 30 days would be required to search for the responsive records in accordance with Section 16 (1)(b) of the Access to Information and Protection of Privacy Act (the Act). Subsequently, the Office of the Information and Privacy Commissioner (the OIPC) granted a further extension of the time limit for an additional 25 days in accordance with Section 16 (2)(c). A letter dated September 18, 2014 provided notification of this to you the applicant.

Due to the nature of the responsive records, the Department provided the required 20 days to the third parties with an opportunity to represent themselves as per Sections 27 and 28 of the Act. You were informed of this in a letter dated September 19, 2014. This was followed by a letter dated October 15, 2014 notifying you that the Department had finished reviewing the responsive records and as per Section 29 had informed the third parties of their right to ask for a review under Section 43 within 20 days of their notification regarding the Department’s decision.

In an email dated November 5, 2014 you were informed that the Department at the request of the OIPC would be withholding the responsive records an additional two days to ensure that potential third party requests for review would be received prior to the records being released. This circumstance arose due to the movement of the OIPC’s office from 34 Pippy Place to the Sir Brian Dunfield Building and was a good faith measure undertaken to ensure third party requests would still be received despite the recent change.

I am pleased to inform you that your request for access to the following records has been granted in part. In particular, access has been granted to the following:
In addition to the above cancelled contracts Project No. 1-12PHP with contractor Humber Valley Paving Ltd. dated April 2012 was also cancelled. The responsive records for Project No. 1-12PHP have already been made publicly available, please refer to Section 14 (1)(a) of the Act regarding existing published material. Those documents were tabled in the House of Assembly May 6, 2014 and may be viewed online at www.assembly.nl.ca. The three relevant documents previously tabled by the Department of Transportation and Works include:

- Tender Book for Project 1-12PHP – Paving a segment of the Trans-Labrador Highway\(^1\)
- Performance Bond for Project No.001-12PHP\(^2\)
- Labour and Material Bond for Project No.001-12PHP\(^3\)

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\(^1\) [http://www.assembly.nl.ca/business/electronicdocuments/TenderBookProjectNo1-12PHP.pdf](http://www.assembly.nl.ca/business/electronicdocuments/TenderBookProjectNo1-12PHP.pdf)

\(^2\) [http://www.assembly.nl.ca/business/electronicdocuments/PerformanceBondProjectNo001-12PHP.pdf](http://www.assembly.nl.ca/business/electronicdocuments/PerformanceBondProjectNo001-12PHP.pdf)

\(^3\) [http://www.assembly.nl.ca/business/electronicdocuments/LabourMaterialPaymentBondProjectNo001-12PHP.pdf](http://www.assembly.nl.ca/business/electronicdocuments/LabourMaterialPaymentBondProjectNo001-12PHP.pdf)
Access to certain information, specifically the unit prices contained within the responsive records, has been withheld, in accordance with the following exceptions to disclosure, as specified in the Act:

- section 27 (1)(b): commercial, financial, labour relations, scientific or technical information of a third party, that is supplied, implicitly or explicitly, in confidence and is treated consistently as confidential information by the third party
- section 27 (1)(c)(i): harm the competitive position of a third party or interfere with the negotiating position of the third party
- section 27 (1)(c)(iii): result in significant financial loss or gain to any person or organization

Such access is being refused based on objections received from the third parties concerned, the Department's assessment of the reasons concerned and also of the harm that release of such information would have on the third party concerned as referenced in Sections 27 (1)(c)(i) and 27 (1)(c)(iii) of the Act.

In addition to the above, in reaching a decision in this matter consideration was given to the guidance provided to me by two separate reports of the OIPC related to the application of section 27 of the Act to requests for the release of information:

- Report A-2013-008, which related to a request for the release of certain information contained in a bid submitted to the Government Purchasing Agency related to Office Supplies; and
- Report A-2014-008, which related to a request to release certain unit price quantities contained in a tender bid and resulting contract with this Department.

I have also considered the decision of the Supreme Court of Newfoundland and Labrador, Trial Division in the case of Corporate Express Canada, Inc. v. The President and Vice-Chancellor of Memorial University of Newfoundland, Gary Kachanoski, 2014 CanLII 55800 (which was released on September 19, 2014).

Based on the above mentioned information, my analysis of your request has evolved. In the case of those responsive records containing unit prices that are three years old or less, I am of the view that in this instance the release of this information which was either implicitly or explicitly supplied in confidence to the Department at this time could cause harm to either the competitive position of the third parties concerned, interfere with the negotiating position of the third parties concerned, or result in significant financial loss to the third parties concerned and also harm the public interest. This position is consistent with the approach that the Department has taken to dealing with other requests for such information.

In the case of the unit price information that is over three years old, I have reviewed and considered the provisions of the Act, the above Reports and decision and the reasons that the

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respective third parties have provided for objecting to the release of the same. I am no longer, because of the passage of the time concerned, of the opinion that refusal of the unit price information contained in the attached responsive records that is more than three years old is warranted under Section 27 of the Act.

This stated, in keeping with Section 43 of the Act, because of the positions taken by respective third parties objecting to the release of the unit price information that is more than three years old and is contained in certain records that are responsive to your request and my decision that access to such information should not be refused on the grounds contained in Section 27 of the Act the relevant third parties are required to have an opportunity to provide representations to the Commissioner in accordance with Section 43 of the Act. The third parties may make representations as to why such information should not be released; such information has been redacted from the other information provided to you pertaining to those terminated contracts. In twenty days from the date of this letter (December 3, 2014) barring representations being made to the Commissioner, the Department will again provide you with copies of all responsive material related to unit prices that are more than three years old without the use of Section 27, unless the Commissioner or a court directs me otherwise.

From all of the responsive records in this matter certain other information, being personal information as defined in the Act and contained in those records has been redacted.

- Section 30 (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.

In keeping with the foregoing and as required by subsection 7(2) of the Act, we have severed information that is excepted from disclosure and have provided you with as much information as possible.

In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Section 43 of the Act provides that you may ask the Information and Privacy Commissioner to review this partial refusal of access or you may appeal the refusal to the Supreme Court of Newfoundland and Labrador, Trial Division. A request to the Information and Privacy Commissioner shall be made in writing within 60 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
Sir Brian Dunfield Building
3rd Floor, 2 Canada Drive
P.O. Box 13004, Station “A”
St. John’s, NL
A1B 3V8
In the event that you choose to appeal to the Trial Division, you must do so within 30 days of the date of this letter. Section 60 of the Act sets out the process to be followed in the filing of such an appeal.

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 Office of Public Engagement’s website within one business day following the applicable period of time. Please note that requests for personal information are not posted online.

If you have any further questions, please feel free to contact Matthew Pinsent by telephone at 729-5351 or email at matthewpinsent@gov.nl.ca.

Sincerely,

Brent Meade
Deputy Minister
TENDER/CONTRACT TITLE: CLEANING SERVICES 2010/11
SERVICE CONTRACT NO: CLEA/304
TENDER CLOSING DATE & TIME: Feb 25, 2008 3:00 pm

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER: Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR'S NAME: Lana Quilty
CONTRACTOR'S ADDRESS: PO. Box 252 St. John's
Corner Brook, NL
POSTAL CODE: A2H 6C9

TELE: 639-3849 FAX:

EMAIL:
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders, Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: 1 Thru 4

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor.

SIGNATURE OF TENDERER:

Company Name: Lana Guity

Company Address: P.O. Box 252 St. John's Corner Brook NL A2H 6G9

Signing Officer: Lana Guity

Title: Owner

Section 30(1) Witnessed by

Corporate Seal

Date: Feb 29, 2008

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED

Confirmed on behalf of the Owner

Signature: 

Title: Deputy Manager

Witnessed By: 

Date: Sept 18/08
## Appendix A - TENDER PRICE TABLE

**CLEA 11.24.15 — Cleaning Services**

### SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.03</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.04</td>
<td>Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>1.05</td>
<td>Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>1.06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1.11</strong></td>
<td><strong>SubTotal Lump Sum Price per Contract</strong> (Sum lines 1.01 to 1.10)</td>
<td></td>
<td>$122,997.60</td>
</tr>
</tbody>
</table>

### SECTION 2 Unit Price Component

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2.02</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>2.03</strong></td>
<td><strong>SubTotal Unit Price</strong> (Sum of Lines 2.01-2.02)</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

*Estimate only for evaluation purposes. Payment will be based on actual hours authorized and worked.

### SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.01</strong></td>
<td><strong>Lump Sum Price Component</strong> (Insert Total from Section 1)</td>
</tr>
<tr>
<td><strong>3.02</strong></td>
<td><strong>Unit Price Component</strong> (Insert Total from Section 2)</td>
</tr>
<tr>
<td><strong>3.03</strong></td>
<td><strong>SubTotal</strong> (Sum lines 3.01 - 3.02)</td>
</tr>
<tr>
<td><strong>3.04</strong></td>
<td><strong>Harmonized Sale Tax (HST)</strong> (Multiply line 3.02 by 13%*)</td>
</tr>
<tr>
<td><strong>3.05</strong></td>
<td><strong>Total Tender Amount</strong> (Sum lines 3.03 - 3.04)</td>
</tr>
</tbody>
</table>
TENDER/CONTRACT TITLE: CLEANING SERVICES 2010/11
SERVICE CONTRACT NO: CLEA 11309
TENDER CLOSING DATE & TIME: Feb 25, 2008 3:00 pm

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER: Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR'S NAME: Lana Guilty
CONTRACTOR'S ADDRESS: P.O. Box 2532, St. John's, NL
POSTAL CODE: A1B 4J7
TELE: 633-3849 FAX: 639-8540
EMAIL:
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

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1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: 1 thru 4

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor

SIGNATURE OF TENDERER:

Name: Lang Quill
Company Name: 
Company Address: P.O. Box 252, St Andrew

Signing Officer: 
Title: 
Title: Owner

Corporate Seal: 
Witnessed by: 
Date: Feb 25, 2008

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the Owner

Signature: 
Title: Deputy Minister

Witnessed By: 
Date: Sept. 18/08
# Appendix A - TENDER PRICE TABLE

## CLEANING SERVICES

### SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 DSB Fee Title Building A</td>
<td></td>
<td>.36</td>
<td></td>
</tr>
<tr>
<td>1.02 Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.03</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.04 Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.05</td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1.09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11 SubTotal Lump Sum Price per Contract (Sum lines 1.01 to 1.10)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION 2 Unit Price Component

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.03 SubTotal Unit Price (Sum of lines 2.01-2.02)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Estimate only for evaluation purposes. Payment will be based on actual hours authorized and worked.

### SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01 Lump Sum Price Component (Insert Total from Section 1)</td>
<td></td>
</tr>
<tr>
<td>3.02 Unit Price Component (Insert Total from Section 2)</td>
<td></td>
</tr>
<tr>
<td>3.03 SubTotal (Sum lines 3.01 – 3.02)</td>
<td></td>
</tr>
<tr>
<td>3.04 Harmonized Sales Tax (HST) (Multiply line 3.03 by 13%)</td>
<td></td>
</tr>
<tr>
<td>3.05 Total Tender Amount (Sum lines 3.03 – 3.04)</td>
<td>$ 37,922.18</td>
</tr>
</tbody>
</table>

Refer to the Supplementary Instructions to Bidders for completion of this form.

Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

TENDER/CONTRACT TITLE: PEST CONTROL SERVICES, VARIOUS GOVERNMENT BUILDINGS, AVALON REGION

SERVICE CONTRACT NO: PEST11101
TENDER CLOSING DATE & TIME: January 29, 2009 3:00 pm

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL, A1B 4J6

OWNER: Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR'S NAME: Lobst Rest Control Ltd.
CONTRACTOR'S ADDRESS: 17 Pippy Place
P.O. Box 13849, St. John’s, NL

POSTAL CODE: A1B 4G3

TELE: 709-753 7372 FAX: 709-753 7372
EMAIL: labrestcontrol@nl.rogers.com
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

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The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: 1

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor

SIGNATURE OF TENDERER:

CUBT Pest Control LTD

Company Name

Keith Prett (signing authority)

Signing Officer

Title: Office Manager

17 Pippy Place, P.O. Box 1849 Stn A St. John's

Company Address

A1B 963

Ken Parry (Director)

Signing Officer

Title: Owner/Operator

Section 30(1)

Witnessed by

Jen 24/09

Date

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED

Confirmed on behalf of the Owner

Signature

Manager

Title

Witnessed By

Date

2009/03/3
### Appendix A - TENDER PRICE TABLE
### PEST11101 – PEST CONTROL SERVICES

#### SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confederation Building East &amp; West Blocks including connecting link, Annex, Daycare, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Arts and Culture Centre, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Nagles Hill School, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Howley Building, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Marine Institute of Memorial University, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>CNA Engineering Technology Centre, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>The Petten Building, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Tree Nursery, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>NL School for the Deaf, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Natural Resources Building, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Provincial Agriculture Building and Post Mortem Building, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>40 Higgins Line Building, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>SubTotal Lump Sum Price per Contract (Sum lines 1.01 to 1.12)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### SECTION 2 Unit Price Component

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>SubTotal Unit Price (Sum of Lines 2.01-2.02)</td>
<td></td>
<td></td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

#### SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Price Component (Insert Total from Section 1)</td>
<td></td>
</tr>
<tr>
<td>Unit Price Component (Insert Total from Section 2)</td>
<td></td>
</tr>
<tr>
<td>SubTotal (Sum lines 3.01 – 3.02)</td>
<td></td>
</tr>
<tr>
<td>Harmonized Sales Tax (HST) (Multiply Line 3.03 by 13%)</td>
<td></td>
</tr>
<tr>
<td>Total Tender Amount (Sum lines 3.03 – 3.04)</td>
<td>$7810.56</td>
</tr>
</tbody>
</table>

Refer to the Supplementary Instructions to Bidders for completion of this form.

Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

TENDER/CONTRACT TITLE: GARBAGE REMOVAL 2009-2011

SERVICE CONTRACT NO: GARB11102(C)

TENDER CLOSING DATE & TIME: February 25, 2009 3:00PM

TENDER ADDRESS:
The Deputy Minister
C/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER:
Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR NAME: Newfound Disposal Systems LTD

CONTRACTOR'S ADDRESS: 19 Harding Road
St. John's, NL

POSTAL CODE: A1A 5T8

TELE: 709-737-9302 FAX: 709-737-0204

EMAIL: Pshott@newfound.ca
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders, Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: 1, 2

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor

SIGNATURE OF TENDERER:

NEWFOUND DISPOSAL SYSTEMS LTD
Company Name

19 Harding Road
ST JOHN'S NW A1A 3T8
Company Address

Signing Officer

Title

Signing Officer

Title

Section 30(1)

Witness

Date

Feb 25, 2009

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the Owner

Signature

Manager

Title

Pat Bursey

Witnessed By

Date

2009/06/15
## Appendix A - TENDER PRICE TABLE

**GARB1102(C) - GARBAGE REMOVAL 2009-2011**

### SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 Nagle's Hill School, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1.02 Howley Building, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1.03 40 Higgins Line Building, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1.04 College of the North Atlantic - Engineering Technology Centre, St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1.05 N/A Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.06 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.07 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.08 N/A Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.09 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11 SubTotal Lump Sum Price per Contract (Sum lines 1.01 to 1.10)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION 2 Unit Price Component

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01 Extra Pick-ups</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.02 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.03 SubTotal Unit Price (Sum of Lines 2.01-2.02)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Estimate only for evaluation purposes. Payment will be based on actual hours authorized and worked.

### SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Price Component (Insert Total from Section 1)</td>
<td></td>
</tr>
<tr>
<td>Unit Price Component (Insert Total from Section 2)</td>
<td></td>
</tr>
<tr>
<td>SubTotal (Sum lines 3.01 - 3.02)</td>
<td></td>
</tr>
<tr>
<td>Harmonized Sale Tax (HST) (Multiply Line 3.03 by 13%)</td>
<td></td>
</tr>
<tr>
<td>Total Tender Amount (Sum lines 3.03 - 3.04)</td>
<td>$ 22,871.00</td>
</tr>
</tbody>
</table>

Refer to the Supplementary Instructions to Bidders for completion of this form.
NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

TENDER/CONTRACT TITLE: CLEANING SERVICES CONTRACTS
SERVICE CONTRACT NO: CLEA11309
TENDER CLOSING DATE & TIME: September 11, 2009 @ 3:00pm

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER: Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR'S NAME: [Handwritten: Tamar Parsons]

CONTRACTOR'S ADDRESS: 16 spruce Dr.
Lippens, NL
POSTAL CODE: A2N 3P1
TELE: 709-43-3361 FAX: 709-43-3301
EMAIL: tamarpersons116@hotmail.com
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders, Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: __________

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor

**SIGNATURE OF TENDERER:**

**First Name:** 

**Company Name:**

**Last Name:** 

**Company Address:**

**Signing Officer:**

**Title:** 

**Signing Officer:**

**Title:**

**Section 30(1):**

**Witnessed By:**

**Date:**

---

5. **FOR DEPARTMENTAL USE ONLY**

**DOCUMENTATION RECEIVED AND COMPLETED**

Confirmed on behalf of the Owner

**Signature:**

**Title:**

**Witnessed By:**

**Date:**
## Appendix A - TENDER PRICE TABLE  
CLEA11309 - Cleaning Services

### SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSB Fowlow Building, CAN Stephenville, NL.</td>
<td>18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)

Sub Total Lump Sum Price per Contract (Sum lines 1.01 to 1.10)

### SECTION 2 Unit Price Component

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
</tr>
</thead>
</table>
| General cleaning outside contract | $ | $ | $

SubTotal Unit Price (Sum of Lines 2.01-2.02)

*Estimate only for evaluation purposes. Payment will be based on actual hours authorized and worked.

### SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Price Component</td>
<td>$159,696.12</td>
</tr>
<tr>
<td>Unit Price Component</td>
<td></td>
</tr>
<tr>
<td>SubTotal (Sum lines 3.01 - 3.02)</td>
<td></td>
</tr>
<tr>
<td>Harmonized Sale Tax (HST) (Multiply Line 3.03 by 13%)</td>
<td></td>
</tr>
<tr>
<td>Total Tender Amount (Sum lines 3.03 - 3.04)</td>
<td></td>
</tr>
</tbody>
</table>

Refer to the Supplementary Instructions to Bidders for completion of this form.

Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)
January 11, 2011

Removal & Disposal of Hazardous Materials and
Demolition/Removal of St. Teresa's School
Mundy Pond Road
St. John's, NL
1. **PRECEDENCE.**

   This addendum shall form an integral part of the contract specification to be read in conjunction therewith. This Addendum shall take precedence over all forms for the aforementioned specification with which it may provide to be at variance or may otherwise be qualified in writing by authorized personnel.

2. **GENERAL.**

   The general conditions and all documents issued with this specification shall apply to govern all phases of the work covered by this Addendum.

3. **PURPOSE.**

   The purpose of the addendum is to inform bidders of the following changes:

   Please be advised that the attached specification shall replace, in its entirety, any and all previous specification issued for this project.

   Please note that the specification was re-issued to replace some incorrect specifications that were issued in error. The correct specification had an issue date on the Spec Cover of January 11, 2011.

   Sorry for any inconvenience that this may have caused.

   Contractors are advised to acknowledge receipt of this Addendum on Page 3 Item 9 of the Tender Form when submitting a bid.

   **Paul Crotty**  
   Program Co-ordinator  
   Tendering & Contracts  
   Transportation & Works  
   Ground Floor, East Block, Confederation Bldg.  
   St. Johns, NF. A1B 4J6  
   709-729-2017  
   Fax: 709-729-6729  
   crottyp@gov.nl.ca  
   END  
   2011/02/25
DEPARTMENT OF TRANSPORTATION & WORKS

ADDENDUM NO. 4

PROJECT # 400947001

Removal & Disposal of Hazardous Materials and Demolition/Removal of St. Teresa’s School, Mundy Pond Road, St. John’s, NL

1. PRECEDENCE:

This addendum shall form an integral part of the contract specification to be read in conjunction therewith. This Addendum shall take precedence over all forms for the aforementioned specification with which it may provide to be at variance or may otherwise be qualified in writing by authorized personnel.

2. GENERAL

The general conditions and all documents issued with this specification shall apply to govern all phases of the work covered by this Addendum.

3. PURPOSE

The purpose of the addendum is to inform bidders of the following changes:

The closing date has been extended to March 9, 2011 @ 3:00 p.m.

Please note: Due to an error in the printing of the specifications for this project, a new set of specs and drawings will be provided to all plan-takers. Another Addendum will be issued as soon as possible to notify when specifications are available.

Contractors are advised to acknowledge receipt of this Addendum on Page 3 Item 9 of the Tender Form when submitting a bid.

Paul Crotty
Program Co-ordinator
Tendering & Contracts
Transportation & Works
Ground Floor, East Block, Confederation Bldg.
St. Johns, NF. A1B 4J6
709-729-2017
Fax: 709-729-6729
crottyp@gov.nl.ca
END
2011/02/25
DEPARTMENT OF TRANSPORTATION & WORKS

ADDENDUM NO. 3

PROJECT # 400947001

Removal & Disposal of Hazardous Materials and Demolition/Removal of St. Teresa's School, Mundy Pond Road, St. John's, NL

1. PRECEDENCE:

This addendum shall form an integral part of the contract specification to be read in conjunction therewith. This Addendum shall take precedence over all forms for the aforementioned specification with which it may provide to be at variance or may otherwise be qualified in writing by authorized personnel.

2. GENERAL

The general conditions and all documents issued with this specification shall apply to govern all phases of the work covered by this Addendum.

3. PURPOSE

The purpose of the addendum is to inform bidders of the following changes:

A site viewing has been scheduled for February 18, 2011 from 9:00 - 10:00 AM.

The closing date has been extended to February 25th, 2011 @ 3:00 p.m.

Contractors are advised to acknowledge receipt of this Addendum on Page 3 Item 9 of the Tender Form when submitting a bid.

Paul Crotty
Program Co-ordinator
Tendering & Contracts
Transportation & Works
Ground Floor, East Block, Confederation Bldg.
St. John's, NF. A1B 4J6
709-729-2017
Fax: 709-729-6729
crottyp@gov.nl.ca

END
2011/02/16

1 PAGE
DEPT. OF TRANSPORTATION & WORKS

ADDENDUM NO 2

PROJECT # 400947001 – Demolition & Removal, St. Teresa’s School, Mundy Pond Rd., St. John’s, NL.

1. This Addendum shall form an integral part of the specification to be read in conjunction therewith. This Addendum shall take precedence over all forms of the aforementioned specification with which it may prove to be at variance or may otherwise be qualified in writing by authorized personnel.

2. The General Conditions and all documents issued with this specification shall apply to govern all phases of the work covered by this Addendum.

3. The purpose of this Addendum is to inform bidders of clarifications to the contract documents.

1 Add to Scope of Work Section 01 11 00, line 1.2.2 (end of paragraph):

“The contractor shall anticipate and include in the tender bid the costs associated with the abatement and removal of any and all hazardous materials associated with all building assemblies having multiple layers and finishes and concealed spaces including floors, walls, ceilings, construction and pipe chases etc.”

Contractors are advised to acknowledge receipt of this Addendum on the Tender Form when submitting a bid.

Paul Crotty
Program Coordinator
Tendering & Contracts
Transportation & Works
Ground Floor, East Block, Confederation Bldg.
St. Johns, NF. A1B 4J6
709-729-2017
Fax: 709-729-6729
CrottyP@gov.nl.ca

END
2011/01/19
1 PAGE
DEPT. OF TRANSPORTATION & WORKS

ADDENDUM NO 1

PROJECT # 400947001 – Demolition & Removal, St. Teresa’s School, Mundy-Pond Rd., St. John’s, NL.

1. This Addendum shall form an integral part of the specification to be read in conjunction therewith. This Addendum shall take precedence over all forms of the aforementioned specification with which it may prove to be at variance or may otherwise be qualified in writing by authorized personnel.

2. The General Conditions and all documents issued with this specification shall apply to govern all phases of the work covered by this Addendum.

3. The purpose of this Addendum is to inform bidders of clarifications to the contract documents.

.1 – A site viewing will be held FEBRUARY 11, 2011 @ 10:00am.

.2 The closing date has been extended to FEBRUARY 18, 2011 @ 3:00pm.

Contractors are advised to acknowledge receipt of this Addendum on the Tender Form when submitting a bid.

Paul Crotty
Program Coordinator
Tendering & Contracts
Transportation & Works
Ground Floor, East Block, Confederation Bldg.
St. Johns, NF. A1B 4J6

709-729-2017
Fax: 709-729-6729
CrottyP@gov.nl.ca

END

2011/01/19

1 PAGE
Removal & Disposal of Hazardous Materials and
Demolition/Removal of St. Teresa's School
Mundy Pond Road, St. John's, NL

Revised 2011/01/11

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Supplementary Instructions to Bidders
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General Conditions
Supplementary General Conditions
Certificate of Insurance

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Section #01 14 00 - Work Restrictions
Section #01 29 83 - Payment Procedures for Testing Laboratory Services
Section #01 31 00 - Project Management and Coordination
Section #01 32 00 - Construction Progress Documentation
Section #01 35 29.06 - Health and Safety Requirements
Section #01 35 43 - Environmental Procedures
Section #01 41 00 - Regulatory Requirements
Section #01 51 00 - Temporary Utilities
Section #01 52 00 - Construction Facilities
Section #01 56 00 - Temporary Barriers and Enclosures
Section #01 77 00 - Closeout Procedures

DIVISION 2 - EXISTING CONDITIONS

Section #02 41 16 - Structure Demolition
Section #02 82 00 - Asbestos Abatement

DIVISION 3 - CONCRETE

N/A

DIVISION 4 - MASONRY

N/A

DIVISION 5 - METALS

N/A

DIVISION 6 - WOOD, PLASTICS AND COMPOSITES

N/A
<table>
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<tr>
<th>Division</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>7 - Thermal &amp; Moisture Protection</td>
<td>N/A</td>
</tr>
<tr>
<td>8 - Openings</td>
<td>N/A</td>
</tr>
<tr>
<td>9 - Finishes</td>
<td>N/A</td>
</tr>
<tr>
<td>10 - Specialties</td>
<td>N/A</td>
</tr>
<tr>
<td>11 - Equipment</td>
<td>N/A</td>
</tr>
<tr>
<td>12 - Furnishings</td>
<td>N/A</td>
</tr>
<tr>
<td>13 - Special Construction</td>
<td>N/A</td>
</tr>
<tr>
<td>14 - Conveying Systems</td>
<td>N/A</td>
</tr>
<tr>
<td>21 - Fire Suppression</td>
<td>N/A</td>
</tr>
<tr>
<td>22 - Plumbing</td>
<td>N/A</td>
</tr>
<tr>
<td>23 - Heating, Ventilation and Air Conditioning (HVAC)</td>
<td>N/A</td>
</tr>
<tr>
<td>25 - Integrated Automation</td>
<td>N/A</td>
</tr>
</tbody>
</table>
DIVISION 26 - ELECTRICAL
N/A

DIVISION 27 - COMMUNICATIONS
N/A

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY
N/A

DIVISION 31 - EARTHWORK
Section #31 32 25 - Erosion and Sedimentation Control

DIVISION 32 - EXTERIOR IMPROVEMENTS
N/A

DIVISION 33 - UTILITIES
N/A

DIVISION 34 - TRANSPORTATION
N/A

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION
N/A

DIVISION 42 - PROCESS HEATING, COOLING, AND DRYING EQUIPMENT
N/A

DIVISION 44 - POLLUTION CONTROL EQUIPMENT
N/A
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1. Tenders
2. Tender Documents
3. Tender Surety and Bonding
4. Completion of Tender Form
5. Unacceptable Tenders
6. Amendments to Tender
7. Withdrawal of Tender
8. Substitution of Materials
9. Use of Bid Depository
10. Acceptance of Tender
11. Provincial Preference Policy
INSTRUCTION TO BIDDERS

1. TENDERS

(a) Envelopes containing the Tender are to be clearly marked:

Tender for: Removal & Disposal of Hazardous Materials
and
Demolition/Removal of St. Teresa's School
Mundy Pond Road, St. John's, NL
Project No. 400947001

Addressed to: Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor, Confederation Building, East Block
P.O. Box 8700, St. John's, NL, A1B 4J6

The name and address of the Bidder and the closing time must be shown on the envelope.

(b) Tenders must be received at the above address on or before the exact closing time and date indicated in the advertisement. TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.

(c) The Form of Agreement is included in the Contract Documents at the time of tendering for the purpose of information to Bidders and shall not be completed at the Time of Tendering.

(d) Before submitting a Tender, tenderers shall carefully examine the Contract Documents and the site of the proposed work and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the Contract Documents will be considered for any Bidder who had failed to become familiar with all aspects of the work.

(e) The Owner will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.

2. TENDER DOCUMENTS

(a) The Tender Documents consist of the Instructions to Bidders, Tender Form, Agreement, Drawings, Specifications, and any Amendments to the Contract Documents issued during the tender period.

(b) Every interpretation of or addition to the Contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written addendum.
(c) No addendums will be issued less than seven (7) days prior to the closing date of the Tender.

3. TENDER SURETY AND BONDING

(a) Bidding Security

Every tenderer shall submit with his Tender a bid bond issued by an approved Surety Company licensed to do business in the Province of Newfoundland and made out in favour of the Newfoundland Exchequer Account.

The bid bond shall be at least ten percent (10%) of the tendered amount. No bidding security will be required for a tendered amount of less than $25,000 unless specifically called for elsewhere in the tender document. An approved certified cheque may be substituted in lieu of the bid bond. The bidding security will be returned upon receipt of the Performance and Labour and Materials Bonds.

The terms of the bid security will be invoked and the amount retained by the Owner if the Bidder fails to enter into an agreement when notified of the award of the work within the tender validity period; or fails to provide the Performance and Labour and Materials Bonds in the amount and within the period specified.

(b) Performance Bond

A Performance Bond will be required in the amount of fifty percent (50%) of the contract price. The Performance Security is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Security has been received. Performance Security will not be required for a contract value of less than $25,000.

In lieu of the Performance Bond, the Minister may accept at his sole discretion an approved certified cheque for ten percent (10%) of the tendered amount. The cheque will be retained until satisfactory completion of the work including the guarantee period, after which this amount will be returned to the Contractor together with the accrued interest thereon at the current bank rate.
(c) **Labour and Materials Payment Bond**

A Labour and Materials Payment Bond will be required in the amount of fifty percent (50%) of the contract price. The Labour and Materials Payment Bond is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the execution of the formal agreement. No work is to be undertaken until the Labour and Materials security has been received. Labour and Materials security will not be required for a contract valued at less than $25,000.

In lieu of the Labour and Materials Bond, the Minister may accept at his sole discretion an approved certified cheque of ten percent (10%) of the tendered amount. The cheque will be retained until substantial completion of the work as defined by the Mechanics Lien Act and upon receipt of a completed and approved Statutory Declaration Form. This security, if in the form of a cheque, will be returned to the Contractor together with the accrued interest thereon at the current bank rate.

4. **COMPLETION OF TENDER FORM**

(a) The Tender Form is to be completed in its entirety and submitted in the envelopes provided and the name of the Tenderer entered in the "Name of Bidder" space on the tender envelope. The Tenderer should retain a copy of the tender for his records.

(b) Type or legibly print the information required on the Tender Form.

(c) Type or legibly print the Tenderer's full business name and address in the spaces provided on the Tender Form.

(d) Sign the Tender Form in the space provided as indicated:

In the case of a Sole Proprietorship, signature of Sole Proprietor will sign where indicated in the presence of a witness who will sign where indicated. Insert the words "Sole Proprietor" next to the signature.

In the case of a Partnership, signature of all partners will sign where indicated in the presence of a witness who will sign where indicated. Insert the word "Partner" next to signatures.

In the case of a Limited Company, signatures of authorized signing officers in the presence of a witness who will sign where indicated, and the corporate seal will be affixed. Indicate next to signature the corporate title of each signer.

(e) Spaces or Appendices will be provided with the Tender Form if required for a list of sub-contractors, use of bid depository, contractor's experience,
list of equipment. All such spaces and appendices must be completed in their entirety legibly by typewriter or by printing in ink.

(f) If it becomes necessary to correct an error made on the Tender Form, such correction must be initialed and dated by the person or persons signing the Tender Form.

5. UNACCEPTABLE TENDERS

(a) Tenders not submitted on the Tender Form provided will not be considered.

(b) Telegraphic or telex tenders will not be accepted.

(c) Tenders received after the Tender Closing time will not be considered.

(d) Incomplete Tenders will be rejected.

(e) Tenders not accompanied by an approved security in the correct amount will be rejected.

(f) Tenders containing qualification or additional clauses to the Tender Form will be rejected.

(g) Incorrectly prepared tenders may be rejected.

6. AMENDMENTS TO TENDER

Properly documented amendments to the Tender will be permitted up to the Tender closing time. Amendments documented by telegram or telex will be acceptable.

7. WITHDRAWAL OF TENDERS

Bids may be withdrawn without penalty by written telegraphic or telex request if received prior to the time fixed for the opening.
8. SUBSTITUTION OF MATERIALS

(a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified the choice shall be left to the contractor. Where only one brand name is stated there shall be no substitution.

(b) Where the Specifications include the "or approved equal" clause, substitutions may be proposed provided that:

1. the request for a substitution is made in writing at least fourteen (14) days prior to the bid date;

2. the request shall clearly define and describe the product for which the substitution is requested;

3. the substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.

Approval of the substitution by the Engineer/Architect shall be in the form of an addendum to the Specifications issued at least seven (7) days prior to the Tender closing date to all of those contractors listed as having received a copy of the Contract Documents.

9. USE OF BID DEPOSITORY

The attention of the Bidder is drawn to the fact that the Bid Depository of the Newfoundland and Labrador Construction Association will be used for the Trade as listed in Appendix

10. ACCEPTANCE OF TENDER

(a) The Owner will not necessarily accept the lowest or any tender.

(b) Upon written acceptance of the tender within the tender validity period, the Tender Form becomes part of the Contract Documents and the successful tenderer becomes the Contractor. The Contractor will be required to execute a formal agreement with the Owner within thirty (30) days of the date of the letter of intent.

(c) The Contractor shall, within 14 days of receipt of the letter of intent, submit to the Owner a breakdown of the bid to the satisfaction of the Owner.
11. PROVINCIAL PREFERENCE POLICY

(a) Tender evaluation and award of contract for this project will be done in accordance with the procedures outlined in the latest Guidelines and Instructions for the Implementation of the Provincial Preference Policy and in accordance with the Public Tender Act, 1984, the Provincial Preference Act, and associated Regulations.

(b) Firms which do not have Provincial Overhead Allowance (POA) percentages assigned are urged to contact the Government Purchasing Agency, Tendering & Contracts, Tel. 729-2017, for application information. In order to obtain the POA benefit contractors or subcontractors must have POA percentages assigned not later than five clear days after tender closing date. Those who do not have POA percentages assigned in the prescribed time will receive no Provincial Overhead Allowance benefit in the tender evaluation.

(c) The Provincial Materials and Equipment List contained in the tender documents identifies (not necessarily all inclusively) items in the tender call which are Provincial manufactured, fabricated, processed or supplied.
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
Dept of Transportation & Works
Government of Newfoundland and Labrador

1 TENDER SURETY AND BONDING

(a) Bidding Security

Please delete sentence

"No bidding security will be required for a tendered amount of less than $25,000.00 unless specifically called for elsewhere in the tender documents"

and replace with:

"All tenders, regardless of monetary value require a Bid Security of at least ten percent (10%) of the total tendered amount, with a minimum security of five hundred dollars ($500.00)." Bid Securities shall be in the form of a Bid Bond or Certified Cheque in favour of the Department of Transportation & Works.

Add the following:

For tenders less than $25,000.00, the terms of the Bid Security will be invoked and the amount retained by the Owner, if the Bidder fails to provide the required insurances and commence work within 30 days of being notified of the award of the work within the tender validity period.

The Tender Security of the unsuccessful bidders numbers 2 & 3 will be returned to them upon award of the contract, Tender Securities of bidders higher than 3 will be returned after the tender opening. The Tender Security of the successful bidder will be retained until the first progress payment.

Bidders are reminded that the failure to submit a bid security in accordance with this requirement will result in rejection of bid submitted.

THE OWNER RESERVES THE RIGHT TO WAIVE THESE REQUIREMENTS IN PART OR IN WHOLE FOR ANY PROJECT, BY FURTHER SUPPLEMENTARY INSTRUCTIONS TO BIDDERS.

2 PROVINCIAL PREFERENCE POLICY

Delete Section 11 in its entirety.
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
Dept of Transportation & Works
Government of Newfoundland and Labrador

3 TENDER SURETY AND BONDING

Bidders are advised that both the 50% Performance Bond referenced in 3(b) and the 50% Labour & Materials Payment Bond referenced in 3(c) will be based on the Contract Price which will either be the Sub-Total of Tender Prices or the Total Estimated Tender Items, not including the Harmonized Sales Tax (HST).

4 INSTRUCTIONS TO BIDDERS, ISSUANCE OF ADDENDUM

Reference is made to Section 2. (c) - Tender Documents regarding the time frame permitted for the issuance of addendum prior to the tender closing date. Change seven (7) days to read five (5) days.

Reference is also made to Section 8. - Substitution of Materials. Change seven (7) days to read five (5) days.

5 CONTRACTOR'S PERFORMANCE EVALUATION SYSTEM

Contractors are advised that effective July 1, 2000 a Contractor Performance Evaluation System will be introduced. Upon completion of each contract, the contractor's performance will be evaluated according to prescribed criteria.

In accordance with the Public Tender Act Regulations 1998, NFLD Reg. 103/98, Section 3(4), contractors may be required to maintain a certain performance rating to bid. Contractors whose performance on previous contracts falls below the required minimum may have their bids disqualified.

Complete details of the Performance Evaluation System are available upon request.

6 TENDER FORM, APPENDIX ‘A’ AND APPENDIX ‘B’

Notwithstanding Article 7 of the Tender Form, Bidders are not required to complete or submit Appendix “A” or Appendix “B” at time of tender. Bidders may be required to complete these appendices after tender close, if requested by the Owner, and in such instance the appendices shall be submitted by Bidders within seventy-two (72) hours of request.
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for.

Removal & Disposal of Hazardous Materials and
Demolition/Removal of St. Teresa's School
Mundy Pond Road, St. John's, NL
Project No. 400947001

To:

Dept. of Transportation & Works
P.O. Box 8700
St. John's, NL, A1B 4J6
Attn: Tendering & Contracts

Gentlemen,

Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, (if drawings are not listed in the specifications such a list appears as Appendix "B") all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

Two Hundred Ten Thousand Four Hundred Five Dollars

($210,045.00) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tender documents.

2. The Work will be substantially performed within 3 months from the date of notification of award of contract.

3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders

(a) A Bid Bond in an acceptable form and correct amount issued by a company licenced to carry on such a business in the Province of Newfoundland or

Re-Issued September 2008
(b) A certified cheque in the correct amount.

In the event of this tender being accepted within the time stated in Section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.

4.

IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 30 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--

(a) execute the Standard Form of Construction Contract;

(b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;

(c) complete substantially all the work included in the contract within the time and under conditions specified.

5.

WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.

6.

WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.

7.

WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in Appendix "A". The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Road Builders Association as being a "bona fide" contractor or supplier of that particular trade or item.

WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

8.

WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
9. **WE hereby acknowledge receipt of the following addenda:**

Addendum No. 1, 2, 3
Addendum No. 4, 5

10. **In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.**

**SIGNATURE OF TENDERER**

Firm Name: **Star Realty Ltd.**
Address: **P.O. Box 19, Heart's Desire, NL**
Postal Code: **A1B 2B0**
Ph # **709 588-2452**
E-Mail **penneyestar@yahoo.com**
Fax # **709 588-2452**

[Signature]

Corporate Seal

[Seal]

Witnessed by

[Seal]

Section 30(1)
APPENDIX "A"

Hereewith is the list of Sub-contractors referred to in Section 7 of the tender submitted by

[Blank lines]

to

[Blank lines]
dated ______________ and which is an integral part of the above noted tender.

IF NOT USED, BAR AND INITIAL THE SPACE BELOW.

<table>
<thead>
<tr>
<th>Division/Work</th>
<th>Names and Addresses of Sub-Contractors and Suppliers included in our Tender Price</th>
</tr>
</thead>
<tbody>
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</table>

Re-Issued September 2008
APPENDIX "B"

Hereunder is the list of description of drawings referred to in Section I of the tender submitted by

________________________________________________________________________

________________________________________________________________________


to

________________________________________________________________________


dated ___________________________ and which is an integral part of the above

noted tender.


IF NOT USED, BAR AND INITIAL THE SPACE BELOW


Re-Issued September 2008
### APPENDIX "C"

**TENDER PRICE TABLE**

<table>
<thead>
<tr>
<th>Sections</th>
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<tbody>
<tr>
<td>C1 Base Tender</td>
</tr>
<tr>
<td>C2 Separate Prices</td>
</tr>
<tr>
<td>1 <em>(no separate prices applicable to this tender)</em></td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>Subtotal Separate Prices</td>
</tr>
<tr>
<td>C3 Unit Prices</td>
</tr>
<tr>
<td>1 <em>(no unit prices applicable to this tender)</em></td>
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<td>3</td>
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<tr>
<td>5</td>
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<tr>
<td>Subtotal Unit Prices</td>
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<td>C4 Cash Allowances</td>
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<tr>
<td>2</td>
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<tr>
<td>Subtotal Cash Allowances</td>
</tr>
<tr>
<td>C5 Sub-Total Tender Prices</td>
</tr>
<tr>
<td>C6 Harmonized Sales Tax (HST)</td>
</tr>
<tr>
<td>C7 TOTAL TENDER AMOUNT</td>
</tr>
</tbody>
</table>

**Notes:**

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Work associated with the Separate Prices may be deleted at the sole discretion of the Owner at the time of contract award and a deduction(s) will be made to the Total Tender Amount equal to the amount(s) in C2 of the Tender Price Table.
3. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.
AGREEMENT BETWEEN OWNER AND CONTRACTOR

for use when a stipulated price forms the basis of payment and to be used only with the General Conditions of the Contract

THIS AGREEMENT made on the 10th day of August in the year two thousand and ten.

BY AND BETWEEN

Her Majesty the Queen in Right of Newfoundland as represented by the Minister of the Department of Transportation & Works.

designated as such from time to time by the Owner.

hereinafter called the "Owner"

AND

Star Realty Ltd. C/O T. Penney

designated as such from time to time by the Owner.

hereinafter called the "Contractor"

WITNESSETH: that the Owner and Contractor undertake and agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

(a) perform all the Work required by the Contract Documents for Project # 400947001 - Removal and Disposal of Hazardous Materials and Demolition/Removal of St. Teresa's School, Mundy Pond Road, St. John's, NL. (See Tender Form for Description) which have been signed in triplicate by both the parties,

(b) do and fulfil everything indicated by this Agreement, and

(c) commence the Work by the 16th day of March, 2011 and substantially perform the Work of this Contract as certified by the Engineer by no later than the 16th day of June, 2011 as indicated in the Tender Form.

ARTICLE A-2 CONTRACT DOCUMENTS
AGREEMENT

- 2 -

The following is an exact list of the Contract Documents referred to in Article A-1: (SEE TABLE OF CONTENTS FOR LIST OF DOCUMENTS AND DRAWINGS).  See Attached

ARTICLE A-3 CONTRACT PRICE

THE CONTRACT PRICE IS $210,030.28 (HST INCLUDED) Canadian funds which price shall be subject to adjustments as may be required in accordance with the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

(a) Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:

(1) make monthly payments to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by the Engineer and

(2) upon Substantial Performance of the work as certified by the Engineer pay to the contractor any unpaid balance of holdback monies then due; and

(3) upon Total Performance of the Work as certified by the Engineer pay to the contractor any unpaid balance of the Contract Price then due.

(b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by a court, interest at the rate and in the manner specified in GC21-Certificates and Payments, shall become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by facsimile addressed as follows:
AGREEMENT

- 3 -

The Owner at: Dept. of Transportation & Works,
5th Floor, West Block, Confederation Bldg.,
P.O. Box 8700, St. John's, NL, A1B 4J6

The Contractor at: Star Realty Ltd. C/O T. Penney
P.O. Box 19
Hearts Desire, NL, A0B 2B0

The Engineer at: Regional Director, Dept of Transportation & Works,
P.O. Box 8700
St. John's, NL, A1B 4J6

ARTICLE A-6 SUCCESSION
The General Conditions of the Contract hereunto annexed, and all other aforesaid Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereunto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

OWNER: Her Majesty the Queen in Right of NL as Represented by the Minister of Transportation & Works

signed

JAMIE CHIPPETT
Deputy Minister

contractor: Star Realty Ltd. C/O T. Penney

signed

CEO

name and title

signed / witnessed

name and title
N.B. Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.
GENERAL CONDITIONS

OF

STIPULATED PRICE CONTRACT
# INDEX

**GENERAL CONDITIONS OF CONTRACT**

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### GENERAL CONDITIONS OF CONTRACT

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</tr>
</tbody>
</table>
GENERAL CONDITIONS OF CONTRACT

GCI DEFINITIONS

1.1 Contract Documents

The Contract Documents consist of the Instruction to Bidders, executed Agreement, General Conditions of Contract, Supplementary General Conditions of Contract, Specifications, Drawings and such other documents as are listed in Article A-2 of the Agreement, including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the contract or agreed upon between the parties. The Successful Bidder's tender, and any addenda to the Specification issued during the bidding period shall also form part of the Contract Documents.

1.2 Owner, Engineer/Architect, Contractor

The Owner, Engineer/Architect and Contractor are the persons, firms or corporation identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and masculine in gender. The Term Owner, Engineer/Architect and Contractor means the Owner, Engineer/Architect or Contractor or their authorized representatives as designated by each party in writing.

1.3 Subcontractor

A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked.

1.4 The Project

The Project is the total construction of which the work performed under the Contract Documents may be the whole or a part.

1.5 Products

The term Products means all material, machinery, equipment and fixtures forming the completed work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

1.6 The Work
Work includes the whole of the works, materials, matters and things required to be done, furnished and performed by the Contractor under the Contract.

1.7 Materials and Equipment

The term Materials and Equipment means all materials, machinery, equipment and fixtures forming the completed work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work and normally referred to as construction machinery and equipment.

1.8 Other Contractor

The term Other Contractor means any person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

1.9 Time

a) The Contract Time is the time stated in Article A-1(c) of the Agreement for Substantial Performance of the Work.

b) The date of Substantial Performance of the Work is the date certified by the Engineer/Architect.

c) The term day, as used in the Contract Documents, shall mean the calendar day.

d) The term working day means any day observed by the construction industry in the area of the place of building.

1.10 Substantial Performance

A Contract shall be deemed to be substantially performed

a) when the work or a substantial part thereof is ready for use or is being used for the purpose intended; and

b) when the work to be done under the contract is capable of completion or correction at a cost of not more than:

(i) three per centum of the first two hundred and fifty thousand dollars ($250,000) of the contract price,

(ii) two per centum of the next two hundred and fifty thousand dollars ($250,000) of the contract price, and
(iii) one per centum of the balance of the contract price.

1.11 Total Performance

Total Performance shall mean when the entire work has been performed to the requirements of the Contract Documents and is so certified by the Engineer/Architect.

GC 2 DOCUMENTS

2.1 The Contract Documents shall be signed in duplicate by the Owner and the Contractor.

2.2 Words which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

2.3 In the event of conflicts between Contract Documents the following shall apply:

a) Documents of later date shall govern.
b) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
c) Drawings of larger scale shall govern over those of smaller scale of the same date.
d) Specifications shall govern over Drawings.
e) The General Conditions of Contract shall govern over Specifications.
f) Supplementary General Conditions shall govern over the General Conditions of the Contract.
g) The Agreement shall govern over all documents.

GC 3 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK

3.1 During the progress of the Work the Engineer/Architect shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract documents.

3.2 Additional instructions may include minor changes to the Work which affect neither Contract Price nor the Contract Time.

3.3 Additional instructions may be in the form of drawings, samples, models or written instructions.

3.4 Additional instructions will be issued by the Engineer/Architect with reasonable
promptness and in accordance with any schedule agreed upon.

3.5 The contractor shall, within thirty (30) days of the signing of this contract provide the Owner with a schedule of work.

GC 4 DOCUMENTS PROVIDED

4.1 The Contractor will be provided, without charge, a reasonable number of Contract Documents or parts thereof as are reasonably necessary for the performance of the Work.

GC 5 DOCUMENTS ON THE SITE

5.1 The Contractor shall keep one copy of all current Contract Documents and shop drawings on the site, in good order and available to the Engineer/Architect and/or his representatives. This requirement shall not be deemed to include the executed Contract Documents.

GC 6 OWNERSHIP OF DOCUMENTS AND MODELS

6.1 All Contract documents and copies thereof, and all models are and shall remain the property of the owner and are not to be used on other work.

6.2 Such documents are not to be copied or revised in any manner without the written authorization of the owner.

6.3 Models furnished by the Contractor or the Owner are the property of the owner.

GC 7 ENGINEER/ARCHITECT'S DECISIONS

7.1 The Engineer/Architect, in the first instance, shall decide on questions arising under Contract Documents and interpret the requirements therein. Such decisions shall be given in writing.

7.2 The Contractor shall notify the Engineer/Architect in writing within five (5) days of receipt of a decision of the Engineer/Architect referred to in 7.1 should be hold that a decision by the Engineer/Architect is in error and/or at variance with the contract Documents. Unless the Contractor fulfills this requirement subsequent claims by him for extra compensation, arising out of the decision, will not be accepted.

7.3 If the question of error and/or variance is not resolved immediately, and the Engineer/Architect decides that the disputed work shall be carried out, the Contractor shall act according to the Engineer/Architect's written decision.
Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC 16 - Settlement of Disputes.

GC 8  DELAY

8.1 If it can be clearly shown that the Contractor is delayed in the performance of the work by any act or fault of the Owner or other Contractor, then the contract time shall be extended for such reasonable time as the Engineer/Architect may decide in consultation with the Contractor. The Contractor shall be reimbursed for any costs incurred by him as a result of such a delay occasioned by the act or fault, provided that it can be clearly shown that the Contractor’s forces cannot work efficiently elsewhere on the project and that the incurred cost is limited to that which could not reasonably have been avoided.

8.2 If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one employed by him directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Engineer/Architect may decide, in consultation with the Contractor, and the Contractor shall be reimbursed for any on-site costs incurred by him as the result of such delay.

8.3 If the Contractor is delayed in the performance of the Work by civil disorders, labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractor’s Association, of which the Contractor is a member) fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor’s control, then the Contract Time shall be extended for such reasonable time as may be decided by the Engineer/Architect in consultation with the Owner and the Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the Contractor.

8.4 No extension shall be made for delay unless written notice of claim is given to the Engineer/Architect within fourteen (14) days of its commencement, providing that in the case of a continuing cause of delay only one notice shall be necessary.

GC 9  OWNER’S RIGHT TO DO WORK

9.1 If the Contractor shall neglect to prosecute the Work properly or fail to perform any provisions of the Contract, the Owner may notify the Contractor in writing that he is
in default of his contractual obligations and instruct him to correct the default within five (5) working days of receiving the notice.

9.2 If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instructions if he:

a) commences the correction of the default within the specified time, and
b) provides the Owner with an acceptable schedule for such correction, and
c) completes the correction in accordance with such schedule.

9.3 If the Contractor fails to comply with the provisions 9.1 and 9.2 the Owner may, without prejudice to any other right or remedy he may have, correct such default and may deduct the cost thereof from the payment then or thereafter due the Contractor.

GC 10 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

10.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the Contract.

10.2 The Owner may notify the Contractor in writing that he is in default of his contractual obligations, if the Contractor.

a) fails to proceed regularly and diligently with the work; or

b) without reasonable cause wholly suspends the carrying out of the work before the completion thereof, or

c) refuses or fails to supply sufficient properly skilled workmen or proper workmanship, products or construction machinery and equipment for the scheduled performance of the work within five (5) working days of receiving written notice from the Engineer/Architect, except in those cases provided in GC 8 - Delay; or

d) fails to make payments due to his Subcontractors, his suppliers or his workmen; or

e) persistently disregards laws or ordinances, or the Engineer/Architect's instructions; or
f) otherwise violates the provisions of the Contract to a substantial degree.

Such written notice by the Owner shall instruct the Contractor to correct the default within five (5) working days from the receipt of the written notice.

10.3 If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instructions if he:

a) commences the correction of the default within the specified time,

b) provides the Owner with an acceptance schedule for such correction, and

c) completes the correction in accordance with such schedule.

10.4 If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy he may have, stop the work or terminate the Contract.

10.5 If the Owner terminates the Contract under the conditions set out above, he is entitled to:

a) take possession of the premises and products and utilize the temporary buildings, plants, tools, construction machinery and equipment, goods, materials, intended for, delivered to and placed on or adjacent to the work and may complete the work by whatever method he may deem expedient but without undue delay or expense;

b) withhold any further payments to the Contractor until the work is finished.

c) upon total performance of the work, charge the Contractor the amount by which the full cost of finishing the work including compensation to the Engineer/Architect for his additional services and a reasonable allowance to cover the cost of any corrections required by GC 31 - Warranty, exceeds the unpaid balance of the Contract Price; or if such cost of finishing the work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.

d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under GC 31 - Warranty exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

GC 11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

11.1 If the Owner should be adjudged bankrupt, or makes a general assignment for the
benefit of creditors, or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudices to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

11.2 If the work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner fifteen (15) days written notice, terminate the Contract.

11.3 The Contractor may notify the Owner in writing that the Owner is in default of his contractual obligations if:

a) The Engineer/Architect fails to issue a certificate in accordance with GC 21 Certificates and Payments;

b) The Owner fails to pay to the Contractor when due any amount certified by the Engineer/Architect and verified by the audit of the Owner.

Such written notice shall advise the Owner that if such default is not corrected within fifteen (15) days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he may have, stop the work and/or or terminate the contract.

11.4 If the Contractor terminates the Contract under the conditions set out above, he shall be entitled to be paid for all work performed and for any loss sustained upon products and plant supplied with reasonable overhead, profit and damages.

GC 12 OTHER CONTRACTORS

12.1 The Owner reserves the right to let separate contracts in connection with the project of which the Work is part.

12.2 The Owner shall co-ordinate the work and insurance coverages of Other Contractors as it affects the Work of this Contract.

12.3 The Contractor shall coordinate his work with that of Other Contractors and connect as specified or shown in the Contract Documents. Any change in the costs incurred by the Contractor in the planning and performance of such work which was not shown or included in the Contract documents as of the date of signing the Contract, shall be evaluated as provided under GC 19 - Valuation and Certification of Changes in the Work.
12.4 The Contractor shall report to the Engineer/Architect any apparent deficiencies in other Contractor's work which would affect the Work of this Contract immediately when they come to his attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractor's work except as to those of which he was not reasonably aware.

GC 13 ASSIGNMENT

13.1 The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder with/without the written consent of the Owner.

GC 14 SUBCONTRACTORS

14.1 The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any work to be performed under subcontract. The Contractor shall:

a) require his Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and

b) be fully responsible to the Owner for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all Subcontract Agreements he enters into with his Subcontractors.

14.2 The Contractor shall employ those Subcontractors proposed by him in writing and accepted by the Owner prior to the signing of the Contract for such portions of the work as may be designated in the bidding requirements.

14.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other Subcontractor Bidders.

14.4 In the event that the Owner requires a change from any proposed Subcontractor the Contract Price shall be adjusted by the difference in cost occasioned by such required change.

14.5 The Contractor shall not be required to employ as a Subcontractor any person or firm to whom he may reasonably object.

14.6 The Engineer/Architect may, upon reasonable request and at his discretion, provide
to a Subcontractor information as to the percentage of the Subcontractor's work which has been certified for payment.

14.7 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

GC 15 EMERGENCIES

15.1 The Engineer/Architect has authority in an emergency to stop the progress of the work whenever in his opinion such stoppage may be necessary to ensure the safety of life, or the work, or neighbouring property. This includes authority to make changes in the work, and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in his opinion be necessary. The Engineer/Architect shall, within two (2) working days, confirm in writing any such instructions. In such a case if work has been performed under direct order of the Engineer/Architect, the Contractor shall keep his right to claim the value of such work.

15.2 Should the work be stopped by civil pickets, or other disorder, neither the Owner nor the Contractor shall have claim for change in the price of the Contract.

GC 16 SETTLEMENT OF DISPUTES AND CLAIMS

16.1 In the case of any dispute or claim arising between the Owner and the Contractor as to their respective rights and obligations under the Contract, either party hereto may give the other written notification of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved to the satisfaction of both parties, either party may refer the matter to such judicial tribunal as the circumstances require.

16.2 Legal proceedings shall not take place until after the performance or the substantial performance of the disputed work except:

a) when the dispute concerns a certificate for payment.

b) where either party can show that the matter in dispute requires immediate consideration while evidence is available.

c) in the case of legal proceedings, where the action may become prescribed by reason of delay.

GC 17 INDEMNIFICATION
17.1 Except as provided in 17.2, the Contractor shall be liable for, and shall indemnify and hold harmless the Owner and the Engineer/Architect, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising under any statute or Common Law:

a) in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the work; and

b) in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the work.

17.2 The Contractor shall not be liable under 17.1 if the injury, death, loss or damage is due to any act or neglect of the Owner or Engineer/Architect, their agents or employees.

GC 18 CHANGES IN THE WORK

18.1 The Owner may make changes by altering, adding to, or deducting from the Work, with the Contract Price and the Contract Time being adjusted accordingly.

18.2 Except as provided in GC 15 - Emergencies, no change shall be made without a written order from the Engineer/Architect and no claim for an addition or deduction to the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in GC 19 - Valuation and Certification of Changes in the Work.

GC 19 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

19.1 The value of any change shall be determined in one or more of the following methods:

a) by estimate and acceptance in a lump sum

b) by unit prices subsequently agreed upon

c) by cost and a fixed or percentage fee.

In the case of changes in the work valued as outlined in 19.1(a), the Contractor shall submit an itemized estimate for all materials and labour to complete the extra work. In the case of changes in the work valued as outlined in 19.1(c), the Contractor shall submit detailed invoices, vouchers and time sheets for all materials and labour to complete the extra work.
Subject to the provisions of 19.2, when work is performed by the Contractor's own forces his markup for overhead shall be ten (10) percent and his profit ten (10) percent of the agreed or actual cost of the change. When work is performed by one of his Subcontractors the Subcontractor's markup for overhead shall be ten (10) percent of the agreed or actual cost of the change plus five (5) percent for profit. The Contractor's markup for overhead and profit shall be ten (10) percent of the Subcontractor's total price.

19.2 Notwithstanding the provisions of 19.1, in case of changes in the work, the amount charged for equipment rentals shall be that provided in the Contract and no additional amount shall be paid as markup for overhead or profit for the Contractor or Subcontractor.

19.3 When a change in the work is proposed or required the Contractor shall present to the Engineer/Architect for approval his claim for any change in the Contract Price and/or change in the Contract Time. The Engineer/Architect shall satisfy himself as to the correctness of such claim and, when approved shall issue a written order to the Contractor to proceed with the change. The value of work performed in the change shall be included for payment with the regular certificate for payment.

19.4 In the case of changes in the Work to be paid for under methods (b) and (c) of 19.1, the form of presentation of costs and methods of measurement shall be agreed to by the Engineer/Architect and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.

19.5 If the method of valuation, measurement and the change in Contract Price and/or change in Contract Time cannot be promptly agreed upon, and the change is required to be proceeded with then the Engineer/Architect shall determine the method of valuation, measurement and the change in Contract Price and/or Contract Time subject to final determination in the manner set out in GC 16 - Settlement of disputes. In this case the Engineer/Architect shall issue a written authorization for the change setting out the method of valuation and if by lump sum his valuation of the change in Contract Price and/or Contract Time.

19.6 In the case of a dispute in the valuation of a change authorized in the Work pending final determination of such value, the Engineer/Architect shall certify the value of work performed and include the amount with the regular certificates for payment.

19.7 It is intended in all matters referred to above that both the Engineer/Architect and Contractor shall act promptly.

19.8 Credits will be based on the net cost of material and labour or the net difference in unit price quantities.
GC 20 APPLICATION FOR PAYMENT

20.1 Applications for payment on account as provided for in Article A-4 may be made monthly as the Work progresses.

20.2 Application for payment shall be made monthly on a date to be agreed between the Owner and the Contractor and the amount claimed shall be for the value, proportionate to the amount of the Contract, of work performed and products delivered to the site at that date.

20.3 The Contractor shall submit to the Engineer/Architect, before the first application for payment, a schedule of values of the various parts of the Work, aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.

20.4 This schedule shall be made out in such form, and supported by such evidence as to its correctness, as the Engineer/Architect may reasonably direct, and when approved by the Engineer/Architect shall be used as the basis for application for payment.

20.5 When making application for payment, the Contractor shall submit a statement based upon this schedule. Claims for products delivered to the site but not yet incorporated into the Work shall be supported by such evidence as the Engineer/Architect may reasonably require to establish the value and delivery of the products.

20.6 Applications for release of holdback monies following the substantial Performance of the Work and the application for final payment shall be made at the time and in the manner set forth in GC 21 Certificates and Payments.

GC 21 CERTIFICATES AND PAYMENTS

21.1 The Engineer/Architect shall, within ten (10) days of receipt of an application for payment from the Contractor submitted in accordance with GC 20 - Application for Payment, issue a certificate for payment in the amount applied for or such other amount as he shall determine to be properly due. If the Engineer/Architect amends the application he shall promptly notify the Contractor in writing, giving his reasons for the amendment.

21.2 The Owner shall within twenty-one (21) days of the issuance of a certificate for payment by the Engineer/Architect, make payment to the Contractor on account, in accordance with the provisions of the Agreement.

21.3 If payment is not made within sixty (60) days of issuance of a certificate for payment by the Engineer/Architect the Owner will be liable for interest on the amount owing
at the rate of 9% per annum from the sixty-first (61st) day to the date of payment.

21.4 Notwithstanding any other provisions of this Contract:

a) If on account of climatic or other conditions reasonably beyond the control of the Contractor there are items of work that cannot be performed, the payment in full for that which has been performed as certified by the Engineer/Architect shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold from the Contract Price until the remaining work is finished an amount sufficient to cover the cost to the Owner of performing such remaining work and to adequately protect the Owner from claims.

b) Where legislation permits and where, upon application by the Contractor, the Engineer/Architect has certified that a Subcontract has been totally performed to his satisfaction prior to the Substantial Performance of this Contract, the Owner shall pay the Contractor the holdback retained for such Subcontractor on the day following the expiration of the Statutory Limitations Period stipulated in the Mechanics' Lien Act applicable to the place of building.

The holdbacks will be released on the following conditions:

i) a copy of the contract between the Subcontractor and the Contractor, or some other suitable Document satisfactory to the Owner, must be presented to the Owner,

ii) the Subcontract is completed without deficiencies;

iii) the warranty for the Subcontract will not start until Substantial Performance of the General Contract;

iv) the Contractor provides an approved statutory declaration that all monies have been paid to the Subcontractors;

v) the Owner will, at that time, release the total amount specified on the Sub-contractor's Contract.

21.5 Notwithstanding the provisions of 21.4 (b) and notwithstanding the wording of such certificate the Contractor shall ensure that such work is protected pending the Total Performance of the Contract and be responsible for the correction of any defects in it regardless of whether or not they were apparent when such certificates were issued.

21.6 The Engineer/Architect shall, within ten (10) days of receipt of an application from the Contractor for a Certificate of Substantial Performance, make an inspection and assessment of the work to verify the validity of the application. The
Engineer/Architect shall within seven (7) days of his inspection notify the Contractor of his approval or disapproval of the application. When the Engineer/Architect finds the Work to be Substantially Performed he shall issue such a certificate. The date of this certificate shall be the date of Substantial Performance of the Contract. Immediately following the issuance of the Certificate of Substantial Performance, the Engineer/Architect, in consultation with the Contractor shall establish a reasonable date for the Total Performance of the Contract.

21.7 Following the issuance of the Certificate of Substantial Performance and upon receipt from the Contractor of all documentation called for in the Contract Documents the Engineer/Architect shall issue a certificate for payment of holdback monies. The release of holdback monies authorized by this certificate shall become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building, providing that no lien or privilege claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.

21.8 The Engineer/Architect shall, within ten (10) days of receipt of an application from the Contractor for payment upon Total Performance of the Contract, make an inspection and assessment of the work to verify the validity of the application. The Engineer/Architect shall within seven (7) days of his inspection notify the Contractor of his approval or disapproval of the application. When the Engineer/Architect finds the Work to be totally performed to his satisfaction he shall issue a Certificate of Total Performance and certify for payment the remaining monies due to the Contractor under the Contract less any holdback monies which are required to be retained. The date of this certificate shall be the date of Total Performance of the Contract. The Owner shall, within thirty (30) days of issuance of such certificate, make payment to the Contractor in accordance with the provisions of Article A-4 of the Agreement.

21.9 The release of any remaining holdback monies shall become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building or where such legislation does not exist or apply in accordance with such other legislation, regulations governing privileges, industry practice or such other provisions which may be agreed to between the parties, provided that no claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Total Performance of the Work and for which the Owner might in any way be held responsible, have been paid in full except holdback monies properly retained.
21.10 No certificate for payment, or any payment made thereunder, nor any partial or entire use of occupancy of the Work by the Owner shall constitute an acceptance of any work or products not in accordance with the Contract Documents.

21.11 The issuance of the Certificate of Total Performance shall constitute a waiver of all claims by the Owner against the Contractor except those previously made in writing and still unsettled, if any, and those arising from the provisions of GC 31 - Warranty, or those arising from negligence on the part of the Contractor.

The acceptance of the Certificate of Total Performance or of the payment due thereunder shall constitute a waiver of all claims by the Contractor against the Owner except those made in writing prior to his application for payment upon Total Performance of the Contract and still unsettled, if any.

21.12 The holdback to be used by the Engineer/Architect when issuing certificate of payment will be ten (10) percent of the value of the work completed at the date of the Contractor's claim.

21.13 Notwithstanding the provisions of 21.3 or any other provision of this Contract, the Owner may:

a) in the event of a claim by the owner against the Contractor for damages arising out of the performance or non-performance of the Contract, withhold payment of any amount equal to the alleged damages until the liability for damages is established and no amount of interest will be paid on amounts held under this clause;

b) set-off amounts owing by the Contractor to the Owner,

c) following the issuance of the Certificate of Substantial Performance, withhold payment of an amount equal to twice the cost, as estimated by the Engineer/Architect, of remedying deficiencies until the issuance of a Certificate of Total Performance and no amount of interest will be paid on amounts held under this clause.

GC 22 TAXES AND DUTIES

22.1 Unless otherwise stated in Supplementary General Conditions the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.

22.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement and up to the agreed date of completion shall increase or decrease the Contract Price accordingly. If the owner so desires the Contractor is to co-operate with the Engineer/Architect and Owner and permit access
to books and records in order to establish the amount of such taxes involved.

22.3 The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Owner, the Auditor General for Newfoundland or by persons acting on their behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.

GC 23 LAWS, NOTICES, PERMITS AND FEES

23.1 The laws of the place of building shall govern the work.

23.2 The Contractor shall obtain all permits, licenses and certificates and pay all fees required for the performance of the Work which are in force at the date of tender submission (but this shall not include the obtaining of permanent easements or rights of servitude).

23.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.

23.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Engineer/Architect in writing requesting direction immediately any such variance or change is observed by him.

23.5 If the Contractor fails to notify the Engineer/Architect in writing and obtain his direction as required in GC 23.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, he shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages, attributable to his failure to comply with the Provisions of such laws, ordinances, rules, regulations, codes and orders.

GC 24 PATENT FEES

24.1 The Contractor shall pay all royalties and patent licence fees required for the
performance of the contract and such royalties or fees shall be deemed to have been included in the contract price. He shall hold the Owner harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention by the Contractor or anyone for whose acts he may be liable.

24.2 The Owner shall hold the Contractor harmless against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor by the Owner.

GC 25 WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION

25.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with all requirements of the Province of the place of building with respect to workmen's compensation including payments due thereunder.

25.2 At anytime during the term of Contract, when requested by the Engineer/Architect, the Contractor shall provide such evidence of compliance by himself and any or all of his Subcontractors.

GC 26 LIABILITY INSURANCE

26.1 Comprehensive General Liability Insurance

a) Without restricting the generality of GC 17 - Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Comprehensive General Liability insurance acceptable to the Owner and subject to limits set out in detail in the Supplementary General Conditions inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

b) The insurance shall be in the joint names of the Contractor and the Owner, shall also cover as Unnamed Insureds all Subcontractors and anyone employed directly or indirectly by the Contractor or his Subcontractors to perform a part or parts of the Work but excluding suppliers whose only function is to supply and or transport products to the project site.

c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner and Engineer/Architect.

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d) The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.

e) The Comprehensive General Liability Insurance will not be limited to, but shall include coverage for:
1) premises and operations liability
2) products or completed operations liability
3) blanket contractual liability
4) cross liability
5) elevator and hoist liability
6) contingent employer's liability
7) personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution, libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry.
8) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading as applicable.
9) liability with respect to non-owned licenced vehicles.

26.2 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of owned licenced vehicles subject to limits set out in detail in the Supplementary General Conditions inclusive.

26.3 Aircraft and or Watercraft Liability Insurance

The Contractor shall provide and maintain liability insurance with respect to owned and non-owned aircraft and watercraft, as may be applicable, subject to limits set out in detail in the Supplementary General Conditions inclusive. Such insurance shall be in the joint names of the Contractor, the Owner, the Engineer/Architect and those parties defined in 26.1(b) (c) where they have an interest in the use and operation of such aircraft or watercraft. The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.

26.4 All liability insurance shall be maintained continuously until twelve (12) months after the date the Engineer/Architect issues a certificate of Substantial Performance.

26.5 The Contractor shall provide the Owner with evidence of all liability insurance prior to the commencement of the work and shall promptly provide the Owner with a certified true copy of each insurance policy.

26.6 All liability insurance policies shall contain an endorsement to provide all Named
Insureds with prior notice of changes and cancellations. Such endorsements shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insureds".

GC 27 PROPERTY INSURANCE

27.1 The Contractor shall provide and maintain property insurance, acceptable to the Owner, insuring the full value of the Work in the amount of the Contract Price and the full value as stated of products for incorporation into the Work. The insurance shall be in the joint names of the Contractor, the Owner, the Subcontractors and all others having an insurable interest in the Work. The policies shall include all Subcontractors as Unnamed Insureds or, if they specifically request, as Named Insureds. The Policies shall preclude subrogation claims by the Insurer against anyone insured thereunder.

27.2 Such coverage shall be provided for by EITHER an ALL Risks Builder's Risk Policy OR by a combination of a standard Builders' Risk Fire Policy including Extended Coverage and Malicious Damage Endorsements and a Builders' Risk Difference in Conditions Policy providing equivalent coverage, of Piers, Wharves & Docks Government Structures Policy.

27.3 The policies shall insure against all risks of direct loss or damage subject to the exclusion specified in the Supplementary General Conditions. Such coverage shall apply to:

a) all products, labour and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erections and/ or fabrication and/ or reconstruction and/ or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.

b) the installation, testing and any Subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.

c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the work.

Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools, and supplies used in the construction of the work and which are not expendable under the Contract.
27.4 The Contractor shall provide the Owner with evidence of all insurance prior to commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

Policies provided shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsements shall be in the following form: "It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insureds".

27.5 All such insurance shall be maintained continuously until ten (10) days after the date the Engineer/Architect issues a certificate to Total Performance. All such insurance shall provide for the Owner to take occupancy of the work or any part thereof during the terms of this insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner’s expense.

27.6 The policies shall provide that, in the event of a loss, payment for damage to the Work, shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any sum due under the Contract) the amount at which the Owner’s interest in the restoration work has been appraised, such amount to be paid as the work of the restoration proceeds and in accordance with the Engineer/Architect’s certificates for payment. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Substantial and Total Performance of the Work as the Engineer/Architect may decide.

27.7 The Contractor and/or his Subcontractors as may be applicable shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the insureds against loss on items excluded from the policies.

GC 28 PROTECTION OF WORK AND PROPERTY

28.1 The Contractor shall protect the property adjacent to the Project site from damage as the result of his operations under the Contract.

28.2 The Contractor shall protect the Work and the Owner’s property from damage and shall be responsible for any damage which may arise as the result of his operations under the Contract except damage which occurs as the result of
a) errors in the Contract Documents, and/or

b) acts or omissions by the Owner, his agents, employees or Other Contractors.

28.3 Should any damage occur to the Work and/or Owner's property for which the Contractor is responsible he shall make good such damage at his own expense or pay all costs incurred by others in making good such damage.

28.4 Should any damage occur to the Work and/or Owner's property for which the Contractor is not responsible as provided in GC 17 he shall make good such damage to the Work, and, if the Owner so directs to the Owner's property, and the Contract Price and Contract Time shall be adjusted in accordance with GC 18 - Changes in the Work.

28.5 The Contractor shall be completely responsible for the safety of the work as it applies to protection of the public and property and the construction of the work.

The Codes that must be followed and enforced for safety are:

a) The National Building Code, Construction Safety Measures (Latest Edition);

b) The Workplace Health, Safety and Compensation Commission Accident Prevention Regulations (Latest Edition);

c) Canadian Code for Construction Safety (Latest Edition) as issued by the Associate Committee of the National Building Code.

28.6 Any person not following the stipulated safety regulations shall be dismissed.

GC 29 DAMAGES AND MUTUAL RESPONSIBILITY

29.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by him then he shall be reimbursed by the other party for such damages. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.

29.2 Claims under this GC shall be made in writing to the party liable within reasonable time after the first observance of such damage and not later than the time limits stipulated in GC 21 - Certificates and Payments, and may be adjusted by agreement or in the manner set out in GC 16 - Settlement of Disputes and Claims.

29.3 If the Contractor has caused damage to any Other Contractor on the work, the Contractor agrees upon due notice to settle with such Other Contractor by agreement or arbitration, if he will so settle. If such Other Contractor sues the Owner on
account of any damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If any final order or judgment against the Owner arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

29.4 If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

GC 30 BONDS

30.1 The Owner shall have the right during the period stated in the tender documents for acceptance of the tender to require the Contractor to provide and maintain in good standing until the fulfillment of the Contract, bonds covering the faithful performance of the Contract including the requirements of the Warranty provided for in GC 31 Warranty, and the payment of all obligations arising under the Contract.

30.2 All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business or surety-ship in the Province of Newfoundland.

30.3 If bonds are called for in the tender documents or supplementary general conditions or instructions to bidders, the costs attributable to providing such bonds shall be included in the tender price.

30.4 Should the Owner require the provision of a bond or bonds by the Contractor other than those provided for under 30.3, the Contract Price shall be increased by all costs attributable to providing such bonds.

30.5 The Contractor shall promptly provide the Owner with any bonds that are required.

GC 31 WARRANTY

31.1 Without restricting any warranty or guarantee implied or stipulated by law the Contractor shall at his own expense rectify and make good any defect or fault however caused appearing within a period of one year from the date of Substantial Performance of the Work provided that the Contractor shall not be responsible for any defect or fault resulting from the design of the work.

31.2 The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required under the conditions of 31.1.

31.3 Neither the Engineer/Architect's final certificate nor payment thereunder shall relieve
the Contractor from his responsibility hereunder.

31.4 The Owner and/or the Engineer/Architect shall give the Contractor written notice of observed defects promptly.

**GC 32 CONTRACTOR’S RESPONSIBILITIES AND CONTROL OF THE WORK**

32.1 The Contractor shall have complete control of the Work except as provided in GC 15 - Emergencies. He shall effectively direct and supervise the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work under the Contract.

32.2 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate discipline to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

32.3 Notwithstanding the provisions of paragraphs 32.1 and 32.2 above, or any provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary structural and other temporary facilities and methods shall be deemed to comprise part of the overall design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that he is responsible for the execution of the Work.

32.4 The Contractor shall carefully examine the Contract Documents and shall promptly report to the Engineer/Architect any error, inconsistency or omission he may discover. The Contractor shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents.

**GC 33 SUPERINTENDENCE**

33.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work site at all times while work is being performed.

33.2 The superintendent shall be satisfactory to the Engineer/Architect and shall not be
changed except for good reason and only then after consultation with and agreement by the Engineer/Architect.

33.3 The superintendent shall represent the Contractor at the Work site and directions given to him by the Engineer/Architect shall be held to have been given to the Contractor. Important directions shall be confirmed to the Contractor in writing, other directions will be so confirmed if requested.

GC 34 LABOUR AND PRODUCTS

34.1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the proper performance of the Work.

34.2 All products provided shall be new unless otherwise specified in the Contract Documents. Any products which are not specified shall be of a quality best suited to the purpose required and their use subject to the approval of the Engineer/Architect.

34.3 The Contractor shall at all times maintain good order and discipline among his employees engaged on the Work and shall not employ on the Work any unfit person nor anyone not skilled in the task assigned to him.

GC 35 SUBSURFACE CONDITIONS

35.1 The Contractor shall promptly notify the Engineer/Architect in writing if, in his opinion, the subsurface conditions at the Project site differ materially from those indicated in the Contract Documents or as may have been represented to him by the Owner or Engineer/Architect before the time of tender submission.

35.2 After prompt investigation, should the Engineer/Architect determine that conditions do differ materially, he shall issue appropriate instructions for changes in the Work as provided for in GC 18 - Changes in the Work.

GC 36 USE OF PREMISES

36.1 The Contractor shall confine his apparatus, the storage of products and the operations of his workmen to limits indicated by laws, ordinances, permits or by directions of the Engineer/Architect and shall not unreasonably encumber the premises with his products.

36.2 The Contractor shall not load or permit to be loaded any part of the Work with a mass that will endanger its safety.
36.3 The Contractor shall enforce the Engineer/Architect’s instructions regarding signs, advertisements, fires and smoking.

36.4 Unless otherwise provided the Contractor shall, at his own expense, and without extra cost to the Owner, make suitable provision to accommodate all traffic either pedestrian or vehicular, over or around, the project upon which work is being performed, in a manner satisfactory to the Engineer/Architect.

36.5 The Contractor shall provide and maintain at his own expense such fences, barriers, signs, lights and watchmen as may be necessary to prevent avoidable accidents to residents or to the public generally.

**GC 37 CLEANUP AND FINAL CLEANING OF WORK**

37.1 The Contractor shall maintain the work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other Contractors or their employees.

37.2 When the Work is Substantially Performed the Contractor shall remove all of his surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. He shall also remove any waste products and debris and leave the Work clean and suitable for occupancy by the Owner unless otherwise specified.

37.3 When the Work is totally Performed, the Contractor shall remove all of his surplus products, tools, construction machinery and equipment. He shall also remove any waste products and debris, other than that caused by the Owner, other Contractors or their employees.

**GC 38 CUTTING AND REMEDIAL WORK**

38.1 The Contractor shall do all cutting and remedial work that may be required to make the several parts of the Work come together properly.

38.2 The Contractor shall co-ordinate the schedule for the Work to ensure that this requirement is kept to a minimum.

38.3 Should the Owner or anyone employed by him be responsible for ill-timed work necessitating cutting and/or remedial work shall be valued as provided in GC 19 Valuation and Certification of Changes in the work and added to the Contract Price.

38.4 Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor
endanger any Work.

GC 39 INSPECTION OF WORK

39.1 The Owner and his authorized representatives shall have access to the Work for inspection wherever it is in preparation or progress. The Contractor shall co-operate to provide reasonable facilities for such access.

39.2 If special tests, inspections or approvals are required by the Contract Documents, the Engineer/Architect's instructions or the laws or ordinances of the place of building the Contractor shall give the Engineer/Architect timely notice requesting inspection. Inspection by the Engineer/Architect shall be made promptly. The Contractor shall arrange inspection by other authorities and shall notify the Engineer/Architect of the date and time.

39.3 If the Contractor covers or permits to be covered any of the Work that is subject to inspection or before any special tests and approvals are completed without the approval of the Engineer/Architect, the Contractor shall uncover the Work, have the inspection satisfactorily completed and make good the Work at his own expense.

39.4 Examination of any questioned work maybe ordered by the Engineer/Architect. If such work be found in accordance with the Contract the Owner shall pay the cost of examination and replacement, together with the cost of subsequent verification testing. If such Work be found not in accordance with the Contract through the fault of the Contractor, the Contractor shall pay such cost.

39.5 The Contractor shall furnish promptly to the Engineer/Architect two (2) copies of all certificates and inspection reports relating to the Work.

GC 40 REJECTED WORK

40.1 Defective Work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Engineer/Architect as failing to conform to the Contract Documents shall be removed promptly from the premises by the Contractor and placed and/or reexecuted promptly in accordance with the Contract Documents at the Contractor's expense.

40.2 Other Contractor's work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.

40.3 If in the opinion of the Engineer/Architect it is not expedient to correct defective work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work as done and that
called for by the Contract, the amount of which shall be determined in the first instance by the Engineer/Architect.

GC 41 SHOP DRAWINGS

41.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.

41.2 The Contractor shall arrange for the preparation of clearly identified shop drawings as called for by the Contract Documents or as the Engineer/Architect may reasonably request.

41.3 Prior to Submission to the Engineer/Architect the Contractor shall review all shop drawings. By this review the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he has checked and co-ordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date and signature of a responsible person.

41.4 The Contractor shall submit shop drawings to the Engineer/Architect for his review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of Other Contractors. If either the Contractor or the Engineer/Architect so requests they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in the form of a responsible transparency or prints as the Engineer/Architect may direct. At the time of submission the Contractor shall notify the Engineer/Architect in writing of any deviations in the shop drawings from the requirements of the Contract Documents.

41.5 The Engineer/Architect will review and return shop drawings in accordance with any schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The Engineer/Architect's review shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the shop drawings has been approved in writing by the Engineer/Architect.

41.6 The Contractor shall make any changes in shop drawings which the Engineer/Architect may require consistent with the Contract Documents and resubmit unless otherwise directed by the Engineer/Architect. When resubmitting the Contractor shall notify the Engineer/Architect in writing of any revisions other than those requested by the Engineer/Architect.
GC 42 SAMPLES

42.1 The Contractor shall submit for the Engineer/Architect's approval such standard manufacturers' samples as the Engineer/Architect may reasonably require. Samples shall be labelled as to origin and intended use in the Work and shall conform to the requirements of the Contract Documents.

42.2 The Contractor shall provide samples of special products, assemblies, or components when so specified. The cost of such samples not specified shall be authorized as an addition to the Contract Price as provided in GC 18 - Changes in the Work.

GC 43 TESTS AND MIX DESIGNS

43.1 The Contractor shall furnish to the Engineer/Architect test results and mix designs as may be requested. The testing company must first be approved by the Engineer/Architect.

43.2 The cost of tests and mix designs beyond those called for in the Contract Documents or beyond those required by laws, ordinances, rules and regulations relating to the work and the preservation of public health, shall be authorized as an addition to the Contract Price as provided in GC 18 - Changes in the Work.

GC 44 MATERIALS AND SUBSTITUTIONS

44.1 Materials, described and named in the specifications with "or approved equal" clause after the Manufacturer's name, or so described as to establish quality only and substitutions of a similar material may be made after award of the contract provided the Engineer/Architect's approval is obtained.

44.2 Requests for substitutions must be accompanied by sufficient information in the form of shop drawings, manufacturer's literature, samples and other data to permit proper investigation of the substitutes proposed. Also, indicate the increase or decrease in price.

44.3 Whenever a substitute is proposed for approval the Contractor shall guarantee that such proposed substitute will not adversely affect the space requirements allocated on the drawings for the material specified, and he shall agree to bear any additional expense incurred due to his use of the proposed substitute.

44.4 The Engineer/Architect may accept or reject any or all of the proposed substitutions as he sees fit, and his decision on a question of equality shall be final.
GC 45 LABOUR

45.1 In carrying out his duties under this contract, the Contractor should comply with all Provincial and Federal legislation respecting labour and the employment of labour, where applicable, including the labour standards code and shall not operate in conflict with the Human Rights legislation. In the employment of labour, preference should be given to persons normally resident in Newfoundland and Labrador.

45.2 The Contractor and Subcontractors shall maintain and keep available for inspection by the Owner, a record of the names and addresses of all men employed on the project.

45.3 All work shall be done by workmen skilled in their various trades.

45.4 There shall be no discrimination in the selection of workers for employment on the project in respect of race, religious views or political affiliation, and the office of the Canada Manpower will be used in the recruitment of workers wherever practicable.

45.5 The Contractor shall pay fair wages and shall pay rates of wages and allowances to the various classes of labour not less favourable than those prevailing in the area where the work is being performed.

GC 46 PROVINCIAL PREFERENCE POLICY

46.1 Preference will be given to Newfoundland and Labrador Contractors and Subcontractors and to products manufactured, processed or supplied in Newfoundland and Labrador, in accordance with the Provincial Preference Act, associated regulations and guidelines.

GC 47 TIME OF ESSENCE

47.1 Time is of the essence of the Contract.
SUPPLEMENTARY GENERAL CONDITIONS
Dept. of Transportation & Works,
Government of Newfoundland & Labrador

1. GC17 INDEMNIFICATION

(a) Except as provided in (b) the Contractor shall be liable for, and shall
indemnify and hold harmless the Owner against all claims, demands,
losses, costs, damages, actions, suits or proceedings, whatsoever arising
under any statute or Common Law:

(i) in respect of personal injury to or the death of any person
whomsoever arising out of, or in the course of, or caused by the
carrying out of the work; and

(ii) in respect of any injury or damage whatsoever to any property, real
or personal or any chattel real, insofar as such injury or damage
arises out of, or in the course of, or by reason of the carrying out of
the work.

(b) The Contractor shall not be liable under (a) if the injury, death, loss or
damage is due to any act or neglect of the Owner.

2. GC22 TAXES AND DUTIES

Add to Clause 22.1, the following:

CONTRACTORS ARE ADVISED THAT GOVERNMENT IS NOT
EXEMPT FROM THE HARMONIZED SALES TAX (H.S.T.). THE LUMP
SUM PRICE QUOTED BY THE CONTRACTOR ON THE TENDER
FORM SHOULD INCLUDE THE HST. THE DEPT. OF
TRANSPORTATION & WORKS, WILL PAY THE HST TO THE
CONTRACTOR WITH EACH REGULAR PROGRESS BILLING.

3. GC 25 WORKPLACE HEALTH, SAFETY AND COMPENSATION
COMMISSION

25.3 Non incorporated companies i.e. partnerships, sole proprietorships, and
independent operators must provide coverage for any employees and
personal coverage for the principal(s).
4. **INSURANCE**

Contractors are advised that General Conditions #26 LIABILITY INSURANCE and #27 PROPERTY INSURANCE are revised as follows:

**GC 26 LIABILITY INSURANCE**

26.1 **Commercial General Liability Insurance**

(a) Without restricting the generality of GC 17 - Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Commercial Liability Insurance acceptable to the Owner and subject to limits set out in detail in the Supplementary General Conditions inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

(b) This insurance shall include as an additional insured Her Majesty the Queen in Right of Newfoundland and the Occupant/Operator of the property. The Contractor shall not commence any work until he obtains, at his expense, all required insurances as specified in the General Conditions and the Supplementary General Conditions. Such insurance must have the approval of the Engineer/Architect and be to the limits, form and amounts specified. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by the Subcontractor.

(c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner with respect to work performed by the Contractor, but excluding professional liabilities associated with such architectural and engineering consultants.

(d) The Commercial General Liability Insurance will not be limited to, but shall include coverage for:

| 1) premises and operations liability | 8) personal injury liability |
| 2) products or completed operations liability | 9) liability with respect to non-owned licensed vehicles |
| 3) blanket contractual liability | 10) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground service, tunnelling and grading, as applicable only. |
| 4) broad form property damage |  |
SUPPLEMENTARY GENERAL CONDITIONS
Dept. of Transportation & Works,
Government of Newfoundland & Labrador

26.2 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of
(i) owned licensed vehicles and (ii) leased vehicles, subject to limits set
out in the Supplementary General Conditions inclusive.

26.3 Aircraft and Watercraft Liability Insurance

The Contractor shall provide and maintain liability insurance with respect
to owned and non-owned aircraft and watercraft, as may be applicable,
subject to limits set out in the Supplementary General Conditions
inclusive. Such insurance shall be in the names of the Contractor, Her
Majesty the Queen in Right of Newfoundland, the Owner and the
Engineer/Architect as defined in 26.1(b) and (c) where they have an
insurable interest in the use and operation of such aircraft and watercraft.

26.4 Completed operations shall be maintained continuously until twelve (12)
months after the date the Engineer/Architect issues a Certificate of
Substantial Performance.

26.5 All insurance policies shall contain an endorsement requiring notification
of Her Majesty and the Named Insured, in writing, thirty (30) days prior to
cancellation of any policy or material change, except in the event of
non-payment where policy conditions dealing with termination will apply.

GC 27 PROPERTY INSURANCE

27.1 The Contractor shall provide and maintain property insurance, acceptable
to Her Majesty the Queen in the right of Newfoundland, insuring the full
value of the work in the amount of the contract price and the full value as
stated of products for incorporation into the work. The insurance shall
include as additional insured Her Majesty the Queen in Right of
Newfoundland. This insurance requirement shall not apply to public
schools.

27.2 Such coverage shall be provided for by either Broad Form Builders'
Risks Policy or an Installation Floater or Piers, Wharves, and Docks
Rider.

27.3 The policies shall insure on a Broad Form basis direct loss or damage
subject to any exclusions specified in the Supplementary General
Condition. Such coverage shall apply to:

(a) all products, labour, and supplies of any nature whatsoever, the property
of the Insureds or of others for which the Insureds may have assumed
responsible, to be used in or pertaining to the site preparations, demolitions of existing structures, erections and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.

(b) the installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.

(c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the work.

Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools, and supplies used in the construction of the work and which are not expendable under the Contract.

27.4 Policies provided shall contain an endorsement requiring notification of Her Majesty and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change of coverage except in the event of non-payment where policy conditions dealing with termination will apply.

27.5 All such insurance shall be maintained continuously until the date the Engineer/Architect issues a Certificate of Substantial Performance. All such insurance shall provide for the Owner to take occupancy of the work or any part thereof during the term of the insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner's expense.

27.6 The policies shall provide that in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any sum due under the Contract) the amount at which the Owner's interest in the restoration work has been appraised, such amount to be paid as the work of restoration proceeds and in accordance with the Engineer/Architect's certificates for payment. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Substantial and Total Performance of the work as the Engineer/Architect may decide.

27.7 The Contractor shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to
5. **GC 44 MATERIALS AND SUBSTITUTIONS**

Delete GC 44 in its entirety refer to Section 01 61 00 - Common Product Requirements.

6. **GC 46 PROVINCIAL PREFERENCE POLICY**

Delete GC 46 in its entirety.

7. **GC 48 ASSESSMENT AND DAMAGES FOR LATE COMPLETION**

Add Article GC 48 - Assessments and Damages for Late Completion to read as follows:

1. For purposes of this General Condition:
   
   (a) The work shall be deemed to be completed on the date that a Certificate of Substantial Performance referred to in GC21.6 is issued, and
   
   (b) "Period of delay" means the number of days commencing on the day fixed by the Articles of Agreement for completion of the work and ending on the day immediately preceding the day on which the work is completed but does not include any day in which, in the opinion of the Engineer/Architect, completion of the work was delayed for reasons beyond the control of the contractor.

2. If the contractor does not complete the work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the contractor shall pay Her Majesty an amount equal to the aggregate of
   
   (a) all salaries, wages and travelling expenses incurred by Her Majesty in respect of persons overseeing the performance of the work during the period of delay, and
   
   (b) all other expenses and damages incurred or sustained by Her Majesty during the period of delay as a result of the work not being completed by the day fixed for its completion.
8. **GC49 CERTIFICATE OF RECOGNITION FOR CONTRACTS**

49.1 The contractor shall within 14 days of award of the contract, and prior to commencement of the work, provide a Letter of Good Standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association.

49.2 At anytime during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by any or all of his or her Subcontractors.

9. **ENGINEER/ARCHITECT**

The Engineer/Architect for the purposes of administering this construction contract shall be the designated representative of the Works Branch, Dept. of Transportation & Works.
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK:

PROJECT NO:  
AWARD DATE:  
VALUE $:

INSURER:

ADDRESS:

 BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR:

ADDRESS:

ADDITIONAL INSURED (Excluding Automobile Liability Policy)

The OWNER:
The Occupant/Operator of the Property:
Project Consultants of the OWNER (excluding professional liabilities)

This document certifies that the following policies of insurance and indicated coverage are at present in force subject to the terms, conditions and exclusions as contained therein covering the operations of the insured in connection with the above noted contract made between the named insured and the Owner.

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<th>POLICY TYPE</th>
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<td>3. AUTOMOBILE LIABILITY INSURANCE</td>
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<td>4. AIRCRAFT and/or WATER CRAFT LIABILITY INSURANCE</td>
<td></td>
<td></td>
<td>Not required</td>
<td></td>
</tr>
<tr>
<td>5. ENVIRONMENTAL IMPAIRMENT LIABILITY</td>
<td></td>
<td></td>
<td>Not required</td>
<td></td>
</tr>
<tr>
<td>6. SHIPBUILDERS or SHIP REPAIRERS LIABILITY INSURANCE</td>
<td></td>
<td></td>
<td>Not required</td>
<td></td>
</tr>
<tr>
<td>7. MACHINERY INSURANCE, and PROTECTION &amp; INDEMNITY Insurance including 4/4&quot; COLLISION LIABILITY</td>
<td></td>
<td></td>
<td>Not required</td>
<td></td>
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</tbody>
</table>

The Insurer agrees to notify the Owner, as defined above, in writing, thirty (30) days prior to cancellation, termination or material change of any policy.

NAME OF INSURER'S OFFICER or AUTHORIZED REPRESENTATIVE :

SIGNATURE:  
Date:  
Tel.:  
Email:  

Insurance of this certificate shall not limit or restrict the right of the Owner to request at any time duplicate certified copies of said insurance policies.
PART I  GENERAL

1.1  SECTION INCLUDES

.1  Title and description of Work.

.2  Contractor use of premises.

.3  Owner occupancy.

1.2  WORK COVERED BY CONTRACT DOCUMENTS

.1  Work of this Contract comprises the demolition and removal of St. Teresa's School, located at Mundy Pond Road in St. John's, NL; and further identified as:

.1  Abatement and disposal of all hazardous building materials are required as identified in Appendix A, as well as any additional items reasonably anticipated to be associated with a building of this vintage. Perform all abatement/removal/disposal of hazardous materials in accordance with all applicable laws and regulations. This also includes the safe removal and disposal of the existing 10,000 litre fibreglass underground fuel storage tank located at the rear of the building. Removal and disposal of the underground fuel storage tank is to be carried out in accordance with the appropriate Department of Environment and Conservation and in particular the Storage and Handling of Gasoline and Associated Products Regulations, 2003 N.L.R. 58/03 Note: Section 25 Abandonment

.2  In addition to the hazardous materials identified in Appendix A, it is possible that additional asbestos materials may be found during demolition activities such as within walls, above ceilings, and underneath floors. The building does, for example, contain fixed plaster and drywall ceilings and it is possible that asbestos containing materials may be present above these structures as indicated in the most recent hazardous materials report. The contractor shall consider the possibility of additional items in the tender bid. It is possible that additional hazardous materials, such as lead, heavy metals, mold, etc., may be discovered during demolition activities, beyond those identified in the HAZMAT report enclosed in Appendix A. The contractor shall assume that such materials are likely to be associated with a building of various phases of construction and vintage. The contractor shall consider the possibility of such additional items in the tender bid. For instance, the contractor should anticipate to find mold in enclosed or concealed spaces, such as above ceilings or behind walls, despite the fact that the HAZMAT in appendix A did not find visible mold at the time.

.3  Following the removal of the hazardous building materials and the receipt of clearances to that effect from the contactor, Owner the building is to be demolished and removed from the site.

.4  Upon removal of the building, including all concrete foundations and footings, and ancillary work from the site, the hole left from the demolition is to be
backfilled and compacted in layers to bring the grade up to the surrounding level of the parking lot and adjoining landscaped areas.

5 The steel OWJ joists within the school are not considered structurally fit for general reuse and as such all joists removed from the facility are to be cut into sections prior to removal and disposal/recycling. These steel components also contain lead based paint. If these materials are handed over to any recycler of these products the Contractor must inform the receiving party, in writing, of this information to ensure adequate worker protection and that proper disposal methods are to be employed.

6 Prior to the start of any/all demolition, it is the responsibility of The Contractor to perform a visual inspection and provide written confirmation that any/all Hazardous Building Materials have been removed and disposed of in accordance with regulatory requirements. Such written confirmation is to be submitted to the owner’s representative in advance of demolition. Demolition is not to proceed until an opportunity for approval to proceed with demolition is granted in writing by the owner/owner’s representative.

7 The Contractor is to make all the necessary arrangements with Authorities such as NL Power, cable service provider, City of St. John’s any others as may be necessary to ensure the safe abandonment and removal of services prior to any demolition activities taking place.

8 Upon award, the contractor is to provide 24 hour site security throughout the duration of the project.

9 All subcontractors work, in terms of hazard identification, evaluation, and control is to be included in the SSSP.

10 Please note that this project is considered a LEED® project as part of the overall eventual project scope which will include the replacement for this facility. All materials removed from this site are to be monitored and maintained in keeping with LEED® requirements. The Contractor will be required to submit an Erosion and Sedimentation Control Plan the requirements of which are defined under Section 31 32 25.

The contractor shall submit to the owner’s representative demolition plan in accordance with section 397 entitled “Structural Integrity” of the NL Occupational Health and Safety Regulations, in advance of demolition taking place. Reference Section 02 41 13.

1.3 CONTRACTOR USE OF PREMISES

1 Coordinate use of premises under direction of Owner’s Representative.

2 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.

1.4 OWNER OCCUPANCY

1 The school will be vacated for the work of this contract.
1.5 ON-SITE DOCUMENTS
   .1 Maintain at job site documents as indicated in Section 01 31 00 – Project Management and Coordination.

1.6 CONTRACT DOCUMENTS
   .1 Legends and schedules in the Issued for Tender Drawings take precedence over the Technical Specifications with respect to products and materials identified.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)
PART 1

GENERAL

1.1 SECTION INCLUDES

1. Disconnect from existing services.

2. Special scheduling requirements.

1.2 RELATED SECTIONS

1. Section 01 32 00 – Project Progress Documentation.

2. Section 01 56 00 - Temporary Barriers and Enclosures.

1.3 EXISTING SERVICES

1. Notify Owner’s Representative and utility companies of intended interruption of services and obtain required permission.

2. Where Work involves breaking into or disconnecting from existing services, give Owner’s Representative 72 hours of notice for necessary interruption of mechanical or electrical service throughout course of work. Keep duration of interruptions to a minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.

3. Provide for pedestrian and vehicular traffic.

PART 2

PRODUCTS (NOT APPLICABLE)

PART 3

EXECUTION (NOT APPLICABLE)

END OF SECTION
PART I

GENERAL

1.1 SECTION INCLUDES

.1 Inspecting and testing by inspecting firms or testing laboratories designated by Owner’s Representative

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

.1 Particular requirements for inspection and testing to be carried out by testing laboratory designated by Owner’s Representative are specified under various sections.

1.3 APPOINTMENT AND PAYMENT

.1 Owner’s Representative will appoint and pay for services of testing laboratory except as follows:

.1 Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.

.2 Inspection and testing performed exclusively for Contractor’s convenience.

.2 Where tests or inspections by designated testing laboratory reveal Work not in accordance with contract requirements, pay costs for additional tests or inspections as required by Owner’s Representative to verify acceptability of corrected work.

1.4 CONTRACTOR’S RESPONSIBILITIES

.1 Provide labour, equipment and facilities to:

.1 Provide access to Work to be inspected and tested.

.2 Facilitate inspections and tests.

.3 Make good Work disturbed by inspection and test.

.2 Notify Owner’s Representative sufficiently in advance of operations to allow for assignment of laboratory personnel and scheduling of test.

.3 Demolition and/or removal of all or portions of the existing shall not take place until the testing agency is satisfied, in writing that removal and disposal can commence.
Removal & Disposal of Hazardous Materials
and Demolition/Removal of St. Teresa's School
Mundy Pond Road, St. John's, NL
Section 01 29 83 - Payment Procedures:
Testing Laboratory Services

Issued 2011/11/11

PART 2
PRODUCTS (NOT APPLICABLE)

PART 3
EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES

  .1 Coordination work with other contractors and subcontractors under administration of Owner’s Representative.

  .2 Scheduled project meetings.

1.2 RELATED SECTIONS

  .1 Section 01 11 00 - Summary of Work.

1.3  DESCRIPTION

  .1 Coordination of progress schedules, submittals, use of site, temporary utilities, construction facilities, and construction Work, with progress of Work of other contractors and subcontractors under instructions of Owner’s Representative.

1.4  PROJECT MEETINGS

  .1 Project meetings to be held at times and locations as determined by Owner’s Representative.

  .2 Owner’s Representative will arrange project meetings and record and distribute minutes.

1.5  PROJECT ORGANIZATION AND START-UP

  .1 Within 10 days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.

  .2 Establish time and location of meetings and notify parties concerned minimum 5 days before meeting.

  .3 Agenda to include following:

    .1 Appointment of official representative of participants in Work.

    .2 Schedule of Work, progress scheduling in accordance with Section 01 32 00 - Project Progress Documentation.

    .3 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences in accordance with Section 01 51 00 - Temporary Utilities.

    .4 Site security in accordance with Section 01 52 00 - Project Facilities.

    .5 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, and administrative requirements.
Removal & Disposal of Hazardous Materials and Demolition/Removal of St. Teresa's School Mundy Pond Road, St. John's, NL

Issued 2011/01/11 Section 01 31 00 - Project Management and Coordination Page 2 of 3

.6 Monthly progress claims, administrative procedures, photographs, and holdbacks.
.7 Appointment of inspection and testing agencies or firms.
.8 Insurances and transcript of policies.

.4 Comply with Owner's Representatives' allocation of mobilization areas of site; or field offices and sheds, for access, traffic, and parking facilities.

.5 During demolition coordinate use of site and facilities through Owner's Representatives' procedures for intra-project communications: Submittals, reports and records, schedules, coordination of drawings, recommendations, and resolution of ambiguities and conflicts.

.6 Comply with instructions of Owner's Representative for use of temporary utilities and construction facilities.

1.6 ON-SITE DOCUMENTS

.1 Maintain at job site, one copy each of the following:

.1 Contract drawings.
.2 Specifications.
.3 Addenda.
.4 Change orders.
.5 Other modifications to Contract.
.6 Field test reports.
.7 Copy of approved Work schedule.
.8 Health and Safety Plan and other Safety related documents.
.9 Labour conditions and wage schedules.
.10 Other documents as specified.

1.7 SCHEDULES

.1 Submit preliminary project progress schedule in accordance with Section 01 32 00 - Project Progress Documents to Owner's Representative coordinated with Owner's Representative's project schedule. Schedule to show anticipated progress stages and final completion of work within time period required by contract documents.

.2 After review, revise and resubmit schedule to comply with project schedule requirements.

.3 During progress of Work revise and resubmit project progress meetings or as directed by Owner's Representative.

1.8 SUBMITTALS

.1 Make submittal to Owner's Representative for review.

.2 Submit requests for payment for review to Owner's Representative.
.3 Submit requests for interpretation of Contract Documents, and obtain instructions through Owner’s Representative.

.4 Process change orders through Owner’s Representative.

.5 Deliver closeout submittals for review by Owner’s Representative.

1.9 CLOSEOUT PROCEDURES

.1 Notify Owner’s Representative when Work is considered ready for Substantial Performance.

.2 Accompany Owner’s Representative on preliminary inspection to determine items listed for completion or correction.

.3 Comply with Owner’s Representative’s instructions for correction of items of Work listed in executed certificate of Substantial Performance.

.4 Notify Owner’s Representative of instructions of items of Work determined in Owner’s Representative’s final inspection.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  RELATED SECTIONS
   .1  Section 01 77 00 - Closeout Procedures.

1.2  SCHEDULES REQUIRED
   .1  Submit schedules as follows:
       .1  Project Progress Schedule.
       .2  Shutdown or closure activity.

1.3  FORMAT
   .1  Prepare schedule in form of a horizontal bar chart.
   .2  Provide a separate bar for each major item of work, trade or operation.
   .3  Split horizontally for projected and actual performance.
   .4  Provide horizontal time scale identifying first work day of each week.
   .5  Format for listings: chronological order of start of each item of work.
   .6  Identification of listings: By Work description.

1.4  SUBMISSION
   .1  Submit initial format of schedules within 15 working days after award of Contract.
   .2  Submit schedules in electronic format, forward on disc as PDF files.
   .3  Submit one opaque reproduction, plus 2 copies to be retained by Owner's Representative.
   .4  Owner's Representative will review schedule and return review copy within 10 days after receipt.
   .5  Resubmit finalized schedule within 7 days after return of review copy.
   .6  Submit revised progress schedule with each application for payment.
   .7  Distribute copies of revised schedule to:
       1  Job site office.
       2  Subcontractors.
       .3  Other concerned parties.
   .8  Instruct recipients to report to Contractor within 10 days, any problems anticipated by timetable shown in schedule.
1.5 CRITICAL PATH SCHEDULING

.1 Include complete sequence of hazardous materials removal and demolition activities.

.2 Include dates for commencement and completion of each major element of demolition and abatement activities.

.3 Show projected percentage of completion of each item as of first day of month.

.4 Indicate progress of each activity to date of submission schedule.

.5 Show changes occurring since previous submission of schedule:
   .1 Major changes in scope.
   .2 Activities modified since previous submission.
   .3 Revised projections of progress and completion.
   .4 Other identifiable changes.

.6 Provide a narrative report to define:
   .1 Problem areas, anticipated delays, and impact on schedule.
   .2 Corrective action recommended and its effect.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1

GENERAL

1.1 REFERENCES

1 Canadian Standards Association (CSA)
   .1 CSA S269.1 Falsework for Construction Purposes.
   .2 CAN/CSA-Z259.1 Safety Belts and Lanyards.
   .3 CAN/CSA-Z259.10 Full body Harnesses.
   .4 CAN/CSA-Z259.11 Shock Absorbers for Personal Fall Arrest Systems.
   .5 CAN/CSA-Z259.2, Fall Arresting Devices, Personnel Lowering Devices and Lifelines.
   .6 FCC No. 301 Standard for Construction Operations.
   .7 FCC No. 302 Standard for Welding and Cutting.
   .8 Transportation of Dangerous Goods Act Regulations.
   .9 Newfoundland Occupational Health and Safety Act, Amended
   .10 Consolidated Newfoundland and Regulations 1149 WMIS Regulations Under the Occupational Health and Safety Act
   .12 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.

1.2 RELATED SECTIONS

1 Section 01 35 43 - Environmental Procedures
2 Section 01 41 00 - Regulatory Requirements
3 Section 02 41 13 - Selective Site Demolition
4 Section 02 41 16 - Structure Demolition
5 Section 02 82 00 - Asbestos Abatement

1.3 SUBMITTALS

1 At least 10 (ten) working days prior to commencing any site work: submit to Owner's Representative copies of:
Removal & Disposal of Hazardous Materials
and
Demolition/Removal of St. Teresa’s School
Mundy Pond Road, St. John’s, NL

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Section 01 35 29.06 – Health and Safety Requirements

Page 2 of 14

1. A complete Health and Safety Risk Assessment and Management Plan.
2. If work entails confined space, submit copies of confined space entry training certificates.
3. Acceptance of the Project Health and Safety Risk Assessment and Management Plan and other submitted documents by the Owner’s Representative shall only be viewed as acknowledgement that the contractor has submitted the required documentation under this specification section.
4. Owner’s Representative makes no representation and provides no warranty for the accuracy, completeness and legislative compliance of the Project Health and Safety Risk Management Plan and other submitted documents by this acceptance.
5. Responsibility for errors and omissions in the Project Health and Safety Risk Assessment and Management Plan and other submitted documents is not relieved by acceptance by Owner’s Representative.

1.4

OCCUPATIONAL HEALTH AND SAFETY (PROJECT HEALTH AND SAFETY RISK ASSESSMENT AND MANAGEMENT PLANS)

2. Prepare a detailed Project Health and Safety Risk Assessment and Management Plan to be submitted to the Owner. Assessment shall identify, evaluate and control job specific hazards and the necessary control measures to be implemented for managing hazards arising from the site and out of the work. This assessment shall be updated as required to reflect changing site conditions, changes in work process, equipment, methodology, and personnel. All revisions shall be forwarded to the owner’s representative.
3. Provide a copy of the Project Health and Safety Risk Assessment and Management Plan upon request to Occupational Health and Safety Branch, Department of Labour, Province of Newfoundland and Labrador and the Owner.
4. The written Health and Safety Risk Assessment and Management Plan shall incorporate the following:
   .1 A site-specific health and safety plan, refer to clause 1.5 Site-Specific Health and Safety Risk Assessment and Management Plan of this section for requirements.
   .2 An organizational structure which shall establish the specific chain of command and specify the overall responsibilities of contractors employees at the work site.
   .3 A comprehensive workplan which shall:
      .1 define work tasks and objectives of site activities/operations and the logistics and resources required to reach these tasks and objectives
      .2 establish personnel requirements for implementing the plan, and
3. Establish site specific training and notification requirements and schedules.

4. A personal protected equipment (PPE) Program which shall detail PPE:
   .1 Selection criteria based on site hazards.
   .2 Use, maintenance, inspection and storage requirements and procedures.
   .3 Decontamination and disposal procedures.
   .4 Inspection procedures prior to during and after use, and other appropriate medical considerations.
   .5 Limitations during temperature extremes, heat stress and other appropriate medical consideration.
   .5 An emergency response procedure, refer to Clause 1.6 Supervision and Emergency Response Procedure of this section for requirements.
   .6 A hazard communication program for informing workers, visitors and individuals outside of the work area as required.
   .7 A health and safety training program.
   .8 General safety rules.

5. Periodically review and modify as required each component of the Project Health and Safety Risk Assessment and Management Plan when a new hazard is identified during completion of work and when an error or omission is identified in any part of the Project Health and Safety Risk Assessment and Management Plan.

6. Implement all requirements of the Project Health and Safety Risk Assessment and Management Plan.
   .1 Ensure that every person entering the project site is informed of requirements under the Project Health and Safety Risk Assessment and Management Plan.
   .2 Take all necessary measures to immediately implement any engineering controls, administrative controls, personal protective equipment required or termination of work procedures to ensure compliance with the Project Health and Safety Risk Assessment and Management Plan.

1.5 SITE SPECIFIC HEALTH AND SAFETY PLAN

1. Prepare a detailed site specific Project Health and Safety Plan which shall:
   .1 Contain certain hazard assessment results.
   .2 Identify engineering and administrative controls (work-practices and procedures) to be implemented for managing identified and potential hazards, and comply with applicable federal and provincial legislation and more stringent requirements that have been specified in these specifications.

2. Review for completeness the hazard assessment results immediately prior to commencing work, when a new hazard is identified during completion of work and when an error or omission is identified.
Removal & Disposal of Hazardous Materials
and
Demolition/Removal of St. Teresa's School
Mundy Pond Road, St. John's, NL

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.1 Be solely responsible for investigating, evaluation and managing any report of actual or potential hazards.
.2 Retain copies of all completed hazard assessments at the project site and make available to the Owner's Representative immediately upon request.

1.6 SUPERVISION AND EMERGENCY RESCUE PROCEDURE

.1 Carry out work under the direct supervision of competent persons responsible for safety by ensuring the work complies with the appropriate section of OH&S Act and Regulations
.2 Assign a sufficient number of supervisory personnel to the work site.
.3 Provide a suitable means of communications for workers required to work alone.
.4 Develop an emergency rescue plan for the job site and ensure that supervisors and workers are trained in the emergency rescue plan.
.5 The emergency response plan shall address, as a minimum:
   .1 Pre-emergency planning.
   .2 Personnel roles, lines of authority and communication.
   .3 Emergency recognition and prevention.
   .4 Safe distances and places of refuge.
   .5 Site security and control
   .6 Evacuation routes and procedures
   .7 Decontamination procedures which are not covered by the site specific safety and health plan.
   .8 Emergency medical treatment and first aid.
   .9 Emergency alarm, notification and response procedures including procedures for reporting incidents to local, provincial and federal government departments.
   .10 PPE and emergency equipment.
   .11 Procedures for handling emergency incidents.
   .12 Site specific emergency response training requirements and schedules.
.6 The emergency response procedures shall be rehearsed regularly as part of the overall training program.
.7 Provide adequate first aid facilities for the jobsite and ensure that a minimum number of workers are trained in first aid in accordance with the First Aid Regulations.

1.7 CONTRACTORS SAFETY OFFICER

.1 The contractor shall employ a Safety Officer who will be solely responsible for the implementation and monitoring of the Project Health and Safety Risk Assessment and
Management Plan, and will have the authority to implement health and safety changes as directed by the Owner's Representative. The Safety Officer shall have as a minimum:

.1 Completed training in hazardous occurrence management and response/protocols.

.2 Completed training in the use, maintenance of fall protection systems.

.3 Completed training in the design and construction of scaffolding.

.4 Completed training in confined space entry protocols and techniques.

.5 Completed training in First Aid.

.6 Have working knowledge of occupational safety and health regulations.

.7 Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter site to perform Work.

.8 Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan.

.9 Prior to mobilization on-site, the Contractor's Safety Officer shall hold an orientation meeting (in conjunction with Owner's Representative) with the construction team to review project occupational health and safety. Include a review of:

1 Health and Safety Risk Assessment and Management Plan.

2 Construction Safety Measures.

3 Supervision and Emergency Rescue Procedures.

.10 Report directly to and be under direction of site supervisor.

1.8 HEALTH AND SAFETY COMMITTEE

.1 Establish an Occupational Health and Safety Committee where ten or more workers are employed on the job site as per the OH&S Act and Regulations. Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.

.3 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.9 RESPONSIBILITY

.1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.

.2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.
1.10 UNFORSEEN HAZARDS

.1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, stop the work, assess the risk, and implement appropriate controls. Otherwise, work shall not proceed until the hazard has been suitably addressed by the contractor.

.2 follow procedures in place for Employee’s Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction. Advise Owner’s Representative verbally and in writing.

1.11 INSTRUCTION AND TRAINING

.1 Workers shall not participate in or supervise any activity on the work site until they have been trained to a level required by this job function and responsibility. Training shall as a minimum thoroughly cover the following:

.1 Federal and Provincial Health and Safety Legislation requirements including roles and responsibilities of workers and person(s) responsible for implementing, monitoring and enforcing health and safety requirements.

.2 Safety and health hazards associated with working on a contaminated site including recognition of symptoms and signs which might indicate over exposure to hazards.

.3 Limitations, use, maintenance and disinfection-decontamination of personal protective equipment associated with completing work.

.4 Limitations, use, maintenance and care of engineering controls and equipment.

.5 Limitations and use of emergency notifications and response equipment including emergency response protocol.

.6 Work practices and procedures to minimize the risk of an accident and hazardous occurrence from exposure to a hazard.

.2 Provide and maintain training of workers, as required, by Federal and Provincial legislation.

.3 Provide copies of all training certificates to Owner’s Representative for review, before a worker is to enter the work site.

.4 Authorized visitors shall not access the work site until they have been:

.1 Notified of the names of persons responsible for implementing, monitoring and enforcing the health and Safety Risk Assessment and Management Plan.

.2 Briefed on safety and health hazards present on the site.

.3 Instructed in the proper use and limitations of personal protective equipment.

.4 Briefed as the emergency response protocol including notification and evacuation process.

.5 Informed of practices and procedures to minimize risks from hazards and applicable to activities performed by visitors.
1.12 CONSTRUCTION SAFETY MEASURES

.1 Observe construction safety measures of National Building Code, latest edition, Provincial Government, OH&S Act and Regulations, Workplace Health and Safety and Compensation Commission and Municipal Authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.

.2 Administer the project in a manner that will ensure, at all times, full compliance with Federal and Provincial Acts, regulations and applicable safety codes and the site Health and Safety Risk Assessment and Management Plan.

.3 Provide Owner’s Representative with copies of all orders, directions and any other documentation, issued by the Provincial Department of Government Services, Occupational Health and Safety branch immediately after receipt.

1.13 POSTING OF DOCUMENTS

.1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province and authority having jurisdiction, and in consultation with Owner’s Representative.

1.14 HEALTH AND SAFETY MONITORING

.1 Periodic inspections of the contractor’s work may be carried out by the Owner’s Representative to maintain compliance with the Health and Safety Program. Inspections will include visual inspections as well as testing and sampling as required.

.2 The contractor shall be responsible for any and all costs associated with delays as a result of contractor’s failure to comply with the requirements outlined in this section.

1.15 NOTIFICATION

.1 For projects exceeding thirty (30) days or more, the contractor shall, prior to the commencement of work, notify in writing the Project manager and the Work Place Health and Safety Division, Department of Labour with the following information:

.1 Name and location of construction site.
.2 Company name and mailing address of contractor doing the work.
.3 The number of workers to be employed.
.4 A copy of the Health and Safety Risk Assessment and Management Plan if requested.

1.16 CORRECTION OF NON-COMPLIANCE

.1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Owner’s Representative.
Removal & Disposal of Hazardous Materials
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1.17  WHMIS

.1  Ensure that all controlled products are in accordance with the Workplace Hazardous Materials Information System (WHMIS) Regulations and Chemical Substances of the OH&S Act and Regulations regarding use, handling, labelling, storage, and disposal of hazardous materials.

.2  Deliver copies of relevant Material Safety Data Sheets (MSDS) to job site and the Owner’s Representative. The MSDS must be acceptable to Labour Canada and Health and Welfare Canada for all controlled products that will be used in the performance of this work.

.3  Train workers required to use or work in close proximity to controlled products as per OH&S Act and Regulations.

.4  Label controlled products at jobsite as per OH&S and Regulations.

.5  Provide appropriate emergency facilities as specified in the MSDS where workers might be exposed to contact with chemicals, e.g. eye-wash facilities, emergency shower.

.1  Workers to be trained in use of such emergency equipment.

.6  Contractor shall provide appropriate personal protective equipment as specified in the MSDS where workers are required to use controlled products.

.1  Properly fit workers for personal protective equipment

.2  Train workers in care, use and maintenance of personal protective equipment

.7  No controlled products are to be brought on-site without prior approved MSDS.

.8  The MSDS are to remain on site at all times.

1.18  OVERLOADING

.1  Ensure no part of work or associated equipment is subjected to loading that will endanger its safety or will cause permanent deformation.

1.19  FALSEWORK

.1  Design and construct falsework in accordance with CSA S269.1.
1.20 SCAFFOLDING

1. Design, erect and maintain scaffolding in accordance with CSA S269.2 and Sections 91-97 of the OH&S Act and Regulations.

2. Ensure that fall-restraint or fall-arrest devices are used by all workers working at elevations greater than 3.05 metres above grade or floor level in accordance with CSA Z259.

1.21 PERSONAL PROTECTIVE EQUIPMENT

1. Ensure workers on the jobsite use personal protective equipment appropriate to the hazards identified in the Risk Assessment and Management Plan and those workers are trained in the proper care, use, and maintenance of such equipment.

2. PPE selections shall be based on an evaluation of the performance characteristics of the PPE relative to the requirements and limitations of the site, task-specific conditions, duration and hazards and potential hazards identified on site.

3. Provide workers and visitors to the site with proper respiratory protection equipment.

   1. Respiratory protection shall be provided in accordance with the requirements of the Occupational Health and Safety Branch, Department of Government Services of the Province of Newfoundland and Labrador and these specifications.

   2. Establish, implement and maintain a respirator inspection and maintenance program.

   3. Copies of all respirator owners’ maintenance manuals shall be kept at all times at the contractor’s site office.

4. Provide and maintain a supply of dermal protection equipment to allow visitors and all workers proper dermal protection.

   1. Dermal protection shall be sufficient to act as a protective barrier between the skin and an airborne contaminant or hazardous material. Dermal protection shall also be provided for all physical hazards.

   2. Dermal protection equipment shall not be used after exceeding 75% of the break through time. The break through time shall be based on the contaminant which requires the least amount of time to break through the protective equipment.

   3. Copies of all dermal protection user specifications, owners and maintenance manuals shall be kept at all times at the contractor’s site office.

   4. Establish, implement and maintain air inspection program to ensure proper dermal protection in accordance with CSA, NIOSH, U.S. EPA and manufacturer’s requirements.

5. Provide all workers and up to five (5) visitors to the site with proper hearing protection. Workers and visitors shall not be exposed to noise levels greater than 85 dB (A) over an eight hour shift without proper hearing protection.
.6 Provide all workers and up to five (5) visitors to the site with CSA approved eye protection sufficient to act as a protective barrier between the eye and airborne contaminants, hazardous materials and physical hazard.

.7 Provide workers and up to five (5) visitors to the site with CSA approved hard hats.

1.22 TRAFFIC CONTROL

.1 Provide traffic control measures when working on, or adjacent to, roadways in accordance with the “Traffic Control Manual for Roadwork Operations”, Department of Transportation and Works.

1.23 EXCAVATION SAFETY

.1 Protect excavations more than 1.25 metres deep against cave-ins or wall collapse by side wall sloping to the appropriate angle of repose, an engineered shoring/sheathing system or an approved trench box.

.1 Provide a ladder which can extend from the bottom of the excavation to at least 0.91 metres above the top of the excavation.

.2 Ensure that all excavations less than 1.25 metres deep are effectively protected when hazardous ground movement may be expected.

.3 Design trench boxes, certified by a registered Professional Engineer, and fabricated by a reputable manufacturer. Provide the manufacturer’s Depth Certificate Statement permanently affixed. Use trench boxes in strict accordance with manufacturer’s instructions and depth certification data.

.4 For excavations deeper than six (6) metres, provide a certificate from a registered Professional Engineer stating that the protection methods proposed have been properly designed in accordance with accepted engineering practice. The engineer’s certificate shall verify that the trench boxes, if used, are properly designed and constructed to suit the depth and soil conditions.

.5 Ensure that the superintendent and every crew chief, foreperson and lead hand engaged in trenching operations or working in trenches have in his/her possession a copy of the Department of Labour’s “Trench Excavation Safety Guide”.

1.24 BLASTING OPERATIONS

.1 Ensure blasting operations are carried out under the direct visual supervision of a qualified Blaster registered with the Provincial Department of Labour. Comply with the requirements of:

.1 Explosives Act.

.2 Explosives Regulations.
Newfoundland Regulation 1165/96, Occupational Health and Safety Regulations.

.2 Store explosives in accordance with the “Explosives Act (Canada)” and transport, handle and use in the manner prescribed by the manufacturer of the substance and subject to specific regulations.

.3 Ensure that workers required to transport explosives have a valid Transportation of Dangerous Goods Training Certification in accordance with the “Act to Promote Public Safety in the Transportation of Dangerous Goods, and the “Explosives Act (Canada)”.

.4 Advise the public by suitable public notices, advertisements, house to house contacts etc. for blasting operations in close proximity to areas occupied by the public. Advise of the warning device to be sounded and the procedure to be used before detonation of individual blasts.

.5 Prior to detonation of a blast, give sufficient warning in every direction and ensure that all persons have reached a place of safety before the blast is fired.

.6 File an Emergency Response Assistance Plan with the Explosives Branch, Natural Resources Canada.

7 Blaster shall:

.1 Be solely responsible for implementation of the Explosives Management Program.

.2 Have a valid blaster’s safety certificate from the Department of Education Division of Institutions and Industrial Education, and have a valid temporary Magazine License, when required issued by Natural Resources Canada, for storage and explosives.

.3 Possess a thorough working knowledge of the Federal Explosives Act and Provincial Regulations.

.4 Possess a specialized training in handling storage and detonation of explosives.

1.25

CONFINED SPACE WORK

.1 Comply with requirements of Canada Occupational Safety and Health Regulations, Part XI and Section 511 of NL OHS Regulations, Reg. 70/09.

.2 Provide approved air monitoring equipment where workers are working in confined spaces and ensure any test equipment to be used is calibrated, in good working order and used by trained persons.

.3 Develop a confined space entry program specific to the nature of work performed and in accordance with OH&S Act and Regulations and ensure supervisors and workers are trained in the confined space entry program.
HAZARDOUS MATERIALS

.1 All hazardous materials on site shall be removed and disposed of in accordance with applicable health, safety and environmental requirements of the province of NL.

.2 The Contractor is required to abate all hazardous materials in advance of demolition. However, it is still possible during demolition that workers may be exposed to residual asbestos, lead, rodent droppings, etc. and other potentially hazardous contaminants. As such, the Site Specific Safety Plan (SSSP) must take this into consideration, and ensure proper personal protective equipment is utilized where workers may be at risk of airborne exposures to general demolition debris.

.3 The hazardous material abatement contractor’s SSSP shall include, but not necessarily limited to, the following: hazard inventory (location and quantity), abatement work plan, asbestos notification, schedule, work methodology, safe work procedures, safe transport and disposal methods, and quality assurance methods for air monitoring and/or inspections, as required, and training records. The plan shall be submitted to the owner’s representative prior to commencement of any work at site.

.4 It is possible that additional hazardous materials, such as asbestos, lead, mercury, heavy metals, mold, rodent droppings, etc., may be discovered during demolition activities, beyond those identified in the HAZMAT report enclosed in Appendix A. The contractor shall assume that such materials are likely to be associated with a building of this vintage, constructed in various phases using different types of construction. The contractor shall consider the possibility of such additional hazardous materials associated with the building in the tender bid. The Owner’s representative must be immediately notified of hazardous materials not previously identified in the Appendix A report. Work shall not proceed until the contractor has assessed the risk and implemented appropriate controls in the form of an action plan.

.5 As previously stated, hazardous materials, not previously identified but reasonably anticipated to be in a building of this style, vintage and type of construction, shall be the responsibility of the contractor.

.6 The contractor is responsible to provide appropriate quality assurance throughout hazardous materials abatement activities as required by occupational health and safety and environmental legislation. The contractor is responsible for documenting that removal and disposal activities proceed in accordance with the applicable regulations.

.7 Prior to the start of any/all demolition, it is the responsibility of The Contractor to perform a visual inspection and provide written confirmation that any/all Hazardous
Building Materials have been removed and disposed of in accordance with regulatory requirements. Such written confirmation is to be submitted to the owner’s representative in advance of demolition. Demolition is not to proceed until approval to proceed is granted, in writing, by the Owner/Owner's representative.

Lead based paint on structural steel throughout the building has been found to be leachable and must be disposed of as lead contaminated material in accordance with applicable environmental regulations. In addition, demolition workers shall receive lead hazard awareness training and be suitably protected from lead exposure in accordance with the Occupational health and Safety Regulations.

The hazardous materials assessment report attached under Appendix 'A' identifies elevated levels of selenium in boiler ash that pose a potential hazard to workers. This material has been tested for leachate purposes and the results are attached in Appendix B. The contractor shall dispose of this material in accordance with Department of Government Services and the Department of Environment and Conservation’s environmental regulations. This potential hazard must be addressed in the SSSP.

The contractor, at no additional cost to the Owner, shall employ the services of a recognized environmental consultant, as required, to provide all air monitoring and inspection services to meet regulatory requirements.

**HEAVY EQUIPMENT**

1. Ensure mobile equipment used on jobsite is of the type specified in OH&S Act and Regulations fitted with a Roll Over Protective (ROP) Structure.

2. Provide certificate of training in Power Line Hazards for operators of heavy equipment.

3. Obtain written clearance from the power utility where equipment is used in close proximity to (within 5.5 metres) overhead or underground power lines.

4. Equip cranes with:
   1. A mechanism which will effectively prevent the hook assembly from running into the top boom pulley.
   2. A legible load chart.

**WORK STOPPAGE**

Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations of Work.
PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  FIRES
   .1  Fires and burning of rubbish on site not permitted.

1.2  DISPOSAL OF WASTES
   .1  Do not bury rubbish and waste materials on site.
   .2  Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.3  DRAINAGE
   .1  Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
   .2  Do not pump water containing suspended materials into waterways, sewer or drainage systems.
   .3  Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

1.4  SITE CLEARING AND PLANT PROTECTION
   .1  Protect trees and plants on site and adjacent properties where indicated.
   .2  Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m.
   .3  Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
   .4  Minimize stripping of topsoil and vegetation.
   .5  Restrict tree removal to areas indicated or designated by Owner’s Representative.

1.5  WORK ADJACENT TO WATERWAYS
   .1  Do not operate construction equipment in waterways.
   .2  Do not use waterway beds for borrow material.
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.3 Do not dump excavated fill, waste material or debris in waterways.

.4 Design and construct temporary crossings to minimize erosion to waterways.

.5 Do not skid logs or construction materials across waterways.

.6 Avoid indicated spawning beds when constructing temporary crossings of waterways.

.7 Do not blast under water or within 100 m of indicated spawning beds.

1.6 POLLUTION CONTROL

.1 Maintain temporary erosion and pollution control features installed under this contract.

.2 Control emissions from equipment and plant to local authorities emission requirements.

.3 Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.

.4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.7 NOTIFICATION

.1 Owner’s Representative will notify Contractor in writing of observed non-compliance with Federal, Provincial or Municipal environmental laws or regulations, permits, and other elements of environmental protection. Contractor: after receipt of such notice, inform Owner’s Representative of proposed corrective action and take such action as approved by Owner’s Representative.

.2 Owner’s Representative may issue stop order of work until satisfactory corrective action has been taken.

.3 No time extensions will be granted or equitable adjustments allowed to Contractor for such suspensions.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  RELATED SECTIONS

.1  Section 02 82 00 02 – Asbestos Abatement

1.2  REFERENCES AND CODES

.1  Perform Work in accordance with National Building Code of Canada (NBC) including all amendments up to tender closing date and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.

.2  Meet or exceed requirements of:

.2.1  Contract documents.

.2.2  Specified standards, codes and referenced documents.

1.3  HAZARDOUS MATERIAL ABATEMENT

.1  Perform hazardous materials abatement and repair in accordance with Newfoundland and Labrador Asbestos Abatement Regulations, Latest Edition.

1.4  BUILDING SMOKING ENVIRONMENT

.1  Comply with smoking restrictions.

1.5  RELICS AND ANTIQUITIES

.1  Protect relics, antiquities, items of historical or scientific interest such as cornerstones and contents, commemorative plaques, inscribed tablets, and similar objects found during course of work.

.2  Give immediate notice to Owner’s Representative and await Owner’s Representative’s written instructions before proceeding with work in this area.

.3  Relics, antiquities and items of historical or scientific interest remain Her Majesty’s property.

PART 2  PRODUCTS  (NOT APPLICABLE)

PART 3  EXECUTION  (NOT APPLICABLE)

END OF SECTION
PART 1 GENERAL

1.1 RELATED SECTIONS

1.1.1 Section 01 52 00 - Construction Facilities.

1.1.2 Section 01 56 00 - Temporary Barriers and Enclosures.

1.2 INSTALLATION AND REMOVAL

1.2.1 Provide temporary utilities controls in order to execute work expeditiously.

1.2.2 Remove from site all such work after use.

1.3 DEWATERING

1.3.1 Provide temporary drainage and pumping facilities to keep excavations and site free from standing water.

1.4 WATER SUPPLY

1.4.1 Arrange for connection with appropriate utility company and pay all costs for installation, maintenance and removal.

1.5 TEMPORARY HEATING AND VENTILATION

1.5.1 Pay for costs of temporary heat and ventilation used for all site activities, including costs of installation, fuel operation, maintenance and removal of equipment. Use of direct, fired heaters discharging waste products into work areas will not be permitted unless prior approval is given by Owner's Representative.

1.5.2 Construction heaters used inside building must be vented to outside or be non-flameless type. Solid fuel salamanders are not permitted.

1.5.3 Provide temporary heat and ventilation in enclosed areas as required to:

1.5.3.1 Facilitate progress of Work.

1.5.3.2 Protect Work and products against dampness and cold.

1.5.3.3 Prevent moisture condensation on surfaces.

1.5.3.4 Provide ambient temperatures and humidity levels for storage, installation and curing of materials.

1.5.3.5 Provide adequate ventilation to meet health regulations for safe working environment.
.4 Maintain temperatures of minimum 10°C and relative humidity less than 60% in areas where construction is in progress.

.1 Maintain minimum temperature of 10°C or higher where specified as soon as finished work is commenced. Maintain until acceptance of structure by Owner's Representative.

.2 Maintain ambient temperature and humidity levels as required for comfort of office personnel.

.5 Ventilating:

.1 Prevent accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction.

.2 Provide local exhaust ventilation to prevent harmful accumulation of hazardous substances into atmosphere of occupied areas.

.3 Dispose of exhaust materials in manner that will not result in harmful exposure to persons.

.4 Ventilate storage spaces containing hazardous or volatile materials.

.5 Ventilate temporary sanitary facilities.

.6 Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful contaminants.

.6 Maintain strict supervision of operation of temporary heating and ventilating equipment to:

.1 Conform with applicable codes and standards.

.2 Enforce safe practices.

.3 Prevent abuse of services.

.4 Prevent damage to finishes.

.5 Vent direct-fired combustion units to outside.

.7 Be responsible for damage to Work due to failure in providing adequate heat, humidity and protection during construction.

.8 Use of new or existing systems for temporary heating, ventilating or air conditioning will not be permitted.

1.6 TEMPORARY POWER AND LIGHT

.1 Provide and pay for temporary power during constructing for temporary lighting, heating, site construction trailers and operating of power tools in accordance with governing regulations and the Canadian Electrical Code, latest edition.

.2 Arrange for connection with Utility company. Pay all costs for installation, maintenance and removal of cables, distribution and branch panel boards, poles, lighting, heating and general power receptacles as required.
Temporary power for electric cranes and other equipment requiring in excess of above is responsibility of Contractor.

Provide and maintain temporary lighting throughout project. Ensure level of illumination on all floors and stairs is not less than 162 lux. Temporary lighting to consist of wiring, pig tail sockets and 75 watt shatterproof incandescent lamps to provide a minimum light level of 162 lux.

Electrical power and lighting systems installed under this contract may be used for construction requirements only with prior approval of Owner’s Representative provided that guarantees are not affected. Make good damage to electrical system caused by use under this contract. Replace lamps which have been used for more than 3 months.

General contractor responsible for payment of all electrical energy charges associated with temporary power up to date of substantial completion.

FIRE PROTECTION

Provide and maintain temporary fire protection equipment during performance of Work required by insurance companies having jurisdiction and governing codes, regulations and bylaws.

Burning rubbish and construction waste materials is not permitted on site.

SANITARY FACILITIES

Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

When permanent water and drain connections are completed, provide temporary water closets and urinals complete with temporary enclosures, inside building. Permanent facilities may be used on approval of Owner’s Representative.

TEMPORARY COMMUNICATION FACILITIES

Provide and pay for temporary telephone, fax, data hook up, lines and equipment necessary for own use and use of Owner’s Representative.

SITE SIGN AND NOTICES

Contractor is responsible for the construction of job sign frame and the installation of the plywood job sign. Timber frame shall be constructed as specified and detailed on “Job Sign Support Frame Detail”. Plywood job sign shall be as per layout on “Job Sign Detail”. These drawings documents are published at http://www.tw.gov.nl.ca/works
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under the Project Signs Link and is to be picked up by contractor at the Sign Shop, Dept of Transportation and Works, White Hills, St. John’s, Newfoundland and Labrador. Plywood job sign and timber frame shall remain the property of the Owner and shall be disposed of at the discretion of the Owner.

2 Locate job sign as directed by Owner’s Representative so as to ensure good visibility by passing traffic.

3 Construct timber job sign frame using two (2) 140 x 140mm timber posts set vertically in concrete to a ground depth of 1000mm or below the frost line, whichever is greater. Install three (3) 38 x 89mm horizontal timber braces, all as shown on “Job Sign Support Frame Detail” published at http://www.tw.gov.nl.ca/works under the Project Signs Link. Attach plywood sign to timber frame using galvanized nails. Paint timber frame with two (2) coats of white paint if using untreated timber. Backfill compact and level ground around job sign frame to the satisfaction of the Owner’s Representative.

1.11 REMOVAL OF TEMPORARY FACILITIES

1 Remove temporary facilities from site when directed by Owner’s Representative.

2 When project is closed down at end of construction season keep temporary facilities operational until close down or removal is approved by Owner’s Representative.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
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Section 01 52 00 – Project Facilities

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PART 1  GENERAL

1.1  SECTION INCLUDES

.1  Construction aids.

.2  Office and sheds.

.3  Parking.

.4  Project identification.

1.2  RELATED SECTIONS

.1  Section 01 35 29.06 – Health and Safety Requirements

.2  Section 01 51 00 - Temporary Utilities.

.3  Section 01 56 00 - Temporary Barriers and Enclosures.

1.3  INSTALLATION AND REMOVAL

.1  Provide construction facilities in order to execute work expeditiously.

.2  Remove from site all such work after use.

1.4  SCAFFOLDING

.1  Provide and maintain scaffolding in rigid, secure and safe manner.

.2  Erect scaffolding independent of walls. Remove promptly when no longer required. Refer to Section 01 35 29.06 – Health and Safety Requirements.

1.5  HOISTING

.1  Provide, operate and maintain hoists cranes required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for use thereof.

.2  Hoists cranes shall be operated by certified operator.

1.6  SITE STORAGE/LOADING

.1  Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.
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2. Do not load or permit to load any part of Work with a weight or force that will endanger the Work.

1.7 PARKING

.1 Parking will be permitted on site provided it does not disrupt performance of work.

.2 Provide and maintain adequate access to project site.

.3 Build and maintain temporary roads where indicated or directed by Owner's Representative and provide snow removal during period of Work.

.4 If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractor's use of roads.

1.8 CONTRACTOR'S SITE OFFICES

.1 Provide office heated to 22 °C, lighted 750 lx and ventilated, of sufficient size to accommodate site meetings and furnished with drawing laydown table, fax machine, telephone, file cabinet and chair.

.2 Provide a clearly marked and fully stocked first-aid case in a readily available location.

.3 Subcontractors may provide their own offices as necessary. Direct location of these offices.

1.9 EQUIPMENT, TOOL AND MATERIALS STORAGE

.1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

.2 Locate materials not required to be stored in weatherproof sheds on site in a manner to cause least interference with work activities.

1.10 SANITARY FACILITIES

.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

.2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

1.11 SITE SECURITY

.1 Full time (24 hour, 7 days per week) site security is to be provided by the Contractor immediately upon contract award. This security is to be maintained until the facility is successfully demolished and all hazards have been removed.
1.12 CLEAN-UP

.1 Remove construction debris, waste materials, packaging material from work site daily.

.2 Clean dirt or mud tracked onto paved or surfaced roadways.

.3 Store materials resulting from demolition activities that are salvageable.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART I  GENERAL

1.1  SECTION INCLUDES

.1  Barriers.

.2  Environmental Controls.

.3  Traffic Controls.

.4  Fire Routes.

1.2  RELATED SECTIONS

.1  Section 01 51 00 – Temporary Utilities.

.2  Section 01 52 00 – Construction Facilities.

1.3  INSTALLATION AND REMOVAL

.1  Provide temporary controls in order to execute Work expeditiously.

.2  Remove from site all such work after use.

1.4  HOARDING

.1  Erect temporary site enclosures using 38 x 89 mm construction grade lumber framing at 600 mm centres, installed on 89 x 89 mm wood posts at 2400 mm centres or 50 mm dia. steel posts at 2400 mm centres. Posts to be placed in post holes filled with concrete to minimum 900 mm depth. Finish temporary site enclosures with 1200 x 2400 x 13 mm exterior grade fir plywood to CSA O121 or chain link fence fabric to Section 32 31 13 – Chain Link Fences and Gates.

.2  Apply plywood panels or chain link fence fabric vertically flush and butt jointed.

.3  Provide one lockable truck entrance gate and at least one pedestrian door as directed and conforming to applicable traffic restrictions on adjacent streets. Equip gates with locks and keys.

.4  Erect and maintain pedestrian walkways including roof and side covers, complete with signs and electrical lighting as required by law.

.5  Paint public side of site enclosure in selected colours with one coat primer to CGSB 1.189M and one coat exterior paint to CGSB 1.59. Maintain public side of enclosure in clean condition.
.6 Provide barriers around trees and plants designated to remain. Protect from damage by equipment and construction procedures.

1.5 GUARD RAILS AND BARRICADES

.1 Provide secure, rigid guard rails and barricades around deep excavations, open shafts, open stair wells, open edges of floors and roofs.

.2 Provide as required by governing authorities.

1.6 WEATHER ENCLOSURES

.1 Provide weather tight closures to unfinished door and window openings, tops of shafts and other openings in floors and roofs.

.2 Close off floor areas where walls are not finished; seal off other openings; enclose building interior work for temporary heat.

.3 Erect enclosures to allow access for installation of materials and working inside enclosure.

.4 Design enclosures to withstand wind pressure and snow loading.

1.7 DUST TIGHT SCREENS

.1 Provide dust tight screens or insulated partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.

.2 Maintain and relocate protection until such work is complete.

1.8 ACCESS TO SITE

.1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

.2 Build and maintain temporary roads where indicated or directed and provide snow removal during period on work.

.3 If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractor’s use of roads.

1.9 PUBLIC TRAFFIC FLOW

.1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect the public.
1.10 FIRE ROUTES
   .1 Maintain access to property including overhead clearances for use by emergency response vehicles.

1.11 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY
   .1 Protect surrounding private and public property from damage during performance of Work.
   .2 Be responsible for damage incurred.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1 FINAL INSPECTION AND DECLARATION PROCEDURES

.1 Contractor's Inspection: The Contractor and all Subcontractors shall conduct an inspection of Work, identify deficiencies and defects; make corrections as required. Notify the Owner’s Representative in writing of satisfactory completion of the Contractor's Inspection and that corrections have been made. Request an Owner’s Representative’s Consultant's Inspection.

.2 Owner’s Representative’s Inspection: Owner’s Representative and the Contractor will perform an inspection of the Work to identify obvious defects or deficiencies. The contractor shall correct Work accordingly.

.3 Completion: submit written certificate that the following have been performed:

.1 Work has been completed and inspected for compliance with Contract Documents.

.2 Defects have been corrected and deficiencies have been completed.

.3 Certificates required by Fire Commissioner, Utility companies have been submitted.

.4 Work is complete and ready for Final Inspection.

.4 Final Inspection: When items noted above are completed, request final inspection of Work by the Owner’s Representative, representative of DTW and the Contractor. If Work is deemed incomplete by the Owner’s Representative, complete outstanding items and request a reinspection.

.5 Declaration of Substantial Performance: When the Owner’s Representative considers deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for Certificate of Substantial Performance. Refer to General Conditions for specifics to application.

.6 Commencement of Lien and Warranty Periods: The date of DTW acceptance of the submitted declaration of Substantial Performance shall be the date for commencement for the warranty period and commencement of the lien period.

.7 Declaration of Total Performance: When the Owner's Representative considers final deficiencies and defects have been corrected and it appears requirements of the Contract have been totally performed, make application for certificate of Total Performance. Refer to General Conditions for specifics to application. If Work is deemed incomplete by the Consultant, complete the outstanding items and request a reinspection.
1.2 REINSPECTION

Should status of work require reinspection by Owner's Representative due to failure of work to comply with Contractor's claims for inspection, Owner will deduct amount of compensation for reinspection services from payment to Contractor.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART I

GENERAL

1.1 SECTION INCLUDES

.1 Methods and procedures for demolition of structures, parts of structures, basements and foundation walls and includes abandonment and removal of septic tanks and tanks containing petroleum products.

1.2 RELATED SECTIONS

.1 Section 01 11 00 – Summary of Work
.2 Section 01 35 29.06 - Health and Safety Requirements
.3 Section 01 35 43 - Environmental Procedures
.4 Section 01 52 00 – Construction Facilities
.5 Section 01 56 00 - Temporary Barriers and Enclosures
.6 Section 01 74 21 – Construction/Demolition Waste Management and Disposal

1.3 REFERENCES

.1 Canadian Standards Association (CSA).
   .1 CSA S350, Code of Practice for Safety in Demolition of Structures

1.4 QUALITY ASSURANCE

.1 Prior to start of Work arrange for site visit with Owner’s Representative to examine existing site conditions adjacent to demolition work
.2 Hold project meetings every month.
.3 Ensure key personnel, site supervisor, project manager, subcontractor representatives, attend.

1.5 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials in accordance with Section 01 74 21 – Construction/Demolition Waste Management and Disposal.

1.6 EXISTING CONDITIONS

.1 Should material resembling spray or trowel applied asbestos or any other designated substance be encountered in course of demolition, stop work, take preventative measures,
and notify Owner’s Representative immediately. Do not proceed until written instructions have been received.

.2 Structures to be demolished to be based on their condition on date that tender is accepted.

.3 Salvage items as identified by Owner’s Representative. Remove, protect and store salvaged items as directed by Owner’s Representative. Deliver to Owner as directed.

1.7 DEMOLITION DRAWINGS

.1 Where required by authorities having jurisdiction, submit for approval drawings, diagrams or details showing sequence of demolition work and supporting structures and underpinning.

.2 Submit drawings stamped and signed by qualified professional engineer licensed in Province of Newfoundland and Labrador, Canada.

1.8 ENVIRONMENTAL PROTECTION

.1 Ensure work is done in accordance with Section 01 35 43 – Environmental Procedures.

.2 Prevent movement, settlement or damage of adjacent structures, services, walks, paving, trees, landscaping, adjacent grades parts of existing building to remain.

.3 Support affected structures and, if safety of structure being demolished or adjacent structures or services appears to be endangered cease operations and notify Owner’s Representative.

.4 Prevent debris from blocking surface drainage system, elevators, mechanical and electrical systems which must remain in operation.

.5 Ensure that demolition work does not adversely affect adjacent watercourses, groundwater and wildlife, or contribute to excess air and noise pollution.

.6 Fires and burning of waste or materials is not permitted on site.

.7 Do not bury waste or materials on site.

.8 Do not dispose of waste or volatile materials such as mineral spirits, oil, petroleum based lubricants, or toxic cleaning solutions into watercourses, storm or sanitary sewers. Ensure proper disposal procedures are maintained throughout project.

.9 Do not pump water containing suspended materials into watercourses, storm or sanitary sewers, or onto adjacent properties.
Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authorities' requirements.

Protect trees, plants and foliage on site and adjacent properties where indicated.

Prevent extraneous materials from contaminating air beyond application area, by providing temporary enclosures during demolition work.

Cover or wet down dry materials and waste to prevent blowing dust and debris. Control dust on all temporary roads.

1.9 SCHEDULING

Ensure project time lines are met without compromising specified minimum rates of material diversion. Notify Owner's Representative in writing of delays.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PREPARATION

Do work in accordance with 01 35 29.06 – Health and Safety Requirements.

Disconnect electrical and telephone service lines entering buildings to be demolished. Post warning signs on electrical lines and equipment which must remain energized to serve other properties during period of demolition.

Disconnect and cap designated mechanical services.

Sewer and water lines: remove to property line.

Other underground services: remove and dispose of as directed by Owner's Representative.

Do not disrupt active or energized utilities designated to remain undisturbed.

Remove rodent and vermin as required by Owner's Representative.

3.2 SAFETY CODE

Do demolition work in accordance with Section 01 56 00 – Temporary Barriers and Enclosures.

Blasting operations not permitted during demolition.
3.3 DEMOLITION

.1 Demolish and remove from site foundation walls and footings, and concrete floors below or on grade.

.2 Pieces of concrete and masonry not larger that 200 mm broken from demolition work may be used as backfill in open basements on excavations provided voids are filled. Keep demolition fill 300 mm below finished grade level. Do not backfill basement areas until inspected by Owner’s Representative.

.3 At end of each day’s work, leave Work in safe and stable condition.

.4 Demolish to minimize dusting. Keep materials wetted as directed by Owner’s Representative.

.5 Remove structural framing. Note: Steel joists are to be cut up prior to removal from site as these joists are not re-usable.

.6 Contain all fibrous materials (e.g. Insulation) to minimize release of airborne fiber while being transported to waste disposal site or alternative disposal location.

.7 Only dispose of material specified by selected alternative disposal option as directed by Owner’s Representative.

.8 Ensure that these materials will not be disposed of in landfill or waste stream destined for landfill.

.9 Remove and dispose of demolished materials except where noted otherwise and in accordance with authorities having jurisdiction.

.10 Environmental:

.1 Remove contaminated or dangerous materials as defined by authorities having jurisdiction, relating to environmental protection, from site and dispose of in safe manner to minimized danger at site or during disposal.

.2 Septic Tanks:

.1 Pump out buried septic tanks, left in place. Fill with sand.

.2 Remove tanks within area of new construction or under paved areas and slabs.

.11 Prior to the start of any demolition work remove contaminated or hazardous materials as defined by authorities having jurisdiction, from site and dispose of at designated disposal facilities.

.12 Prior to the start of any demolition work remove underground storage tanks and piping as directed.
.13 Use natural lighting to work by wherever possible. Shut off all lighting except those required for security purposes at the end of each day.

3.4 STOCKPILING

.1 Stockpile materials in a location as directed by Owner’s Representative.

.2 Designate appropriate security resources/measures to prevent vandalism, damage and theft.

.3 Separate from general waste stream each of the following materials. Stockpile materials in neat and orderly fashion in location and as directed by Owner’s Representative for alternate disposal. Stockpile materials in accordance with applicable fire regulations.

.1 Glass fiber ceiling tiles.
.2 Wood fiber ceiling tiles.
.3 Power source poles deemed unfit for reuse by Owner’s Representative.
.4 Wiring and conduit.
.5 Outlets/Switches
.6 Floor receptacles.
.7 Metal duct work, baffles, HVAC equipment.
.8 Demountable partitions.
.9 Drapes.
.10 Tracks and blinds.
.11 Insulation batts.
.12 Miscellaneous metals.
.13 Carpet.

.4 Supply separate, clearly-marked disposal bins for all categories of waste material. Do not remove bins from site until inspected and approved by Owner’s Representative.

.5 Provide collection areas for collection of miscellaneous metals in the area of demolition.

3.5 REMOVAL FROM SITE

.1 Notify Owner’s Representative in writing of any materials identified as not suitable for alternate disposal. Provide reasons prior to approval for disposal.

.2 Dispose of materials as directed by Owner’s Representative.

.3 Remove stockpiled material as directed by Owner’s Representative when it interferes with operations of project construction.

.4 Remove stockpiles of like materials by an alternate disposal option once collection of materials is complete.
Transport material designated for alternate disposal in accordance with applicable regulations.

Dispose of materials not designated for alternate disposal in accordance with applicable regulations.

3.6 REPORTING

Record off-site removal of debris and materials and provide following information regarding removed materials to Owner's Representative within 24 hours.

1. Time and date of Removal
2. Description of Material
3. Weight and Quantity of Materials.
4. Breakdown of reuse, recycling and landfill quantities.
5. End Demolition of Materials.

3.7 COORDINATION

Coordinate alternative disposal activities with Owner's Representative's on site waste diversion representative.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

.1 Comply with requirements of this Section when performing following Work:

.1 Removing and disposing of all asbestos containing materials.

.2 Bidders are required to visit the premises prior to the time of submitting

1.2 REFERENCES

.1 Health Canada/Workplace Hazardous Materials Information System (WHMIS).

.1 Material Safety Data Sheets (MSDS).

.2 Transport Canada (TC).


.5 Procedures as defined in the Ontario Asbestos Regulation for Construction Projects.

.6 ASTM E1368-05e1 Standard Practice for Visual Inspection of Asbestos Abatement Projects.

1.3 SUBMITTALS

.1 Submittals in accordance with Section 01 33 00 - Submittal Procedures. The abatement contractor shall submit to the Owners representative, prior to abatement, the following information as part of the written asbestos abatement plan:

.1 Type, quantity, and location of material to be removed

.2 Method of removal (type and description); safe operating procedures

.3 Hazard assessment and controls

.4 Methods of setting up and removing containment and decontamination facilities, as applicable

.5 Schematic or drawing of enclosure, showing decontamination facility, emergency exits, and negative air units.

.6 Quality control procedures and methods to ensure worker protection, protection of those outside the enclosure, including critical inspections required and the means to document quality control
2. Submit satisfactory proof that suitable arrangements have been made to dispose of asbestos-containing waste in accordance with requirements of authority having jurisdiction.

3. Submit Provincial/Territorial and/or local requirements for Notice of Project Form. A copy shall be submitted to the owner's representative at the same time.

4. Submit proof of Contractor's Asbestos Liability Insurance.

5. Submit necessary permits for transportation and disposal of asbestos-containing waste and proof that asbestos-containing waste has been received and properly disposed of.

6. Submit proof that employees have asbestos instruction and training as required by the asbestos Regulations. Submit proof that supervisory personnel have attended asbestos abatement course, of not less than three days duration.

7. The asbestos abatement contractor shall submit to the owner a written asbestos abatement plan that outlines the following:

   1. Submit Worker's Compensation Board status and transcription of insurance.
   2. Submit documentation including test results, fire and flammability data, and Material Safety Data Sheets (MSDS) for chemicals or materials such as:
      1. encapsulant;
      2. amended water;
      3. slow-drying sealer.
   3. Daily asbestos inspection reports to owner's representative. Submittals shall be at a time frame agreed upon during project "kick-off" meeting. However, as a minimum it shall be weekly and daily if non-compliance issues are detected.
   4. Final asbestos clearance reports to the owner's representative. Clearance reports must be received and reviewed by the owner's representative prior to occupancy by non-abatement (i.e. demolition) personnel.

8. Prior to obtaining approval for demolition, the contractor shall provide, to the owner/owner's representative, a report detailing the documentation requirements as set forth in the ASTM E1368-05e1 Standard Practice for Visual Inspection of Asbestos Abatement Project.

9. Written documentation in the form of a final asbestos close-out report, detailing the following:

   1. what materials were removed;
   2. where the materials were removed from (provide on drawings);
   3. how the material was removed;
   4. summary results of all air testing results and inspection records; and
   5. any other items or concerns related to the project.
Removal & Disposal of Hazardous Materials
and
Demolition/Removal of St. Teresa's School
Mundy Pond Road, St. John's, NL

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Section 02 82 00 – Asbestos Abatement

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PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

1 Regulatory Requirements Comply with the Asbestos Abatement Regulations and the Asbestos Abatement Guidance Document for Low Risk Projects available on Department of Government Services - Occupational Health and Safety Division's website.

Comply with Provincial and municipal regulatory requirements pertaining to asbestos, provided that in case of conflict among these requirements or with these specifications the more stringent requirements apply.

2 Health and Safety:

1 Abatement related activities shall be in accordance with applicable health and safety regulatory requirements.

2 Ensure life saving building equipment is not negatively impacted by asbestos abatement activities. Maintain emergency and fire exits from Asbestos Work Area, or establish alternative exits satisfactory to Provincial Fire Marshall and local authorities having jurisdiction. Maintain extra routes from occupied areas.

3 Ensure adequate lighting is maintained throughout the course of abatement.

4 The contractor shall provide all required plumbing and electrical work, including temporary connections. The abatement contractor shall provide a temporary electric panel for his equipment and, where required, shall provide temporary lighting in accordance with all applicable codes and standards.

3 Visitor Protection:

1 Provide protective clothing and approved respirators to Authorized Visitors to work areas.

2 Instruct Authorized Visitors in the use of protective clothing, respirators and procedures.

3 Instruct Authorized Visitors in proper procedures to be followed in entering into and exiting from Asbestos Work Area.

4 Where negative pressure units or HEPA vacuums are required these units shall conform to manufacturer's specifications and regulatory requirements for abatement. Verification of filter integrity as well as filter seal within the unit shall be verified by an acceptable method (ANSI Z9.2-79 or equivalent).

5 The abatement contractor shall implement appropriate measures to be available in writing upon request to verify the integrity of the asbestos enclosure, as required, as well as ensure adequate worker protection and protection of those outside of the enclosure.
Upon completion of asbestos abatement, the integrity of the enclosure shall be maintained in accordance with the Asbestos Abatement Regulations, until proper clearance has been granted to the contractor by the asbestos consultant.

Upon clearance being granted, the abatement contractor shall remove the asbestos enclosure and all associated equipment and waste from the worksite in accordance with regulatory requirements. Operate externally clean negative air units while enclosures are removed.

The requirement for air sampling and inspections shall conform to regulatory requirements and shall be the responsibility of the contractor.

All site preparation requirements for asbestos abatement will be at the contractor's expense.

Construct appropriate decontamination facilities commensurate with the associated risk.

Post signs at locations where access to a sealed Asbestos Work Area is possible. Signs shall be installed at Curtained Doorways leading directly into a contaminated area. Such signs shall read:

**CAUTION**

Asbestos Hazard Area
No Unauthorized Entry
Wear assigned protective equipment
Breathing asbestos dust may cause serious bodily harm

Notify Owner's representative at least 24 hours prior to start of asbestos abatement.

Dispose of all partitions used in enclosure construction, rubble and debris as contaminated waste. Do not demolish any existing walls that form the perimeter of the Asbestos Work Area without prior written permission from owner/owner's representative.

After completion of gross asbestos removal work, perform the following:

1. Wet clean all surfaces from which ACM has been removed to remove all visible residue and fibrous materials.
2. Wet clean all other surfaces in the Asbestos Work Area, including the decontamination facilities, equipment, all surfaces of polyethylene sheeting, floor and walls surfaces, ducts and similar items not covered with polyethylene sheeting.
3. Remove all wash water as contaminated waste.
4. Level of cleanliness must be acceptable to the owner's representative.
3.2 WASTE MANAGEMENT AND DISPOSAL

.1 Place materials defined as hazardous or toxic in designated containers acceptable to provincial and municipal regulations.

.2 Handle and dispose of hazardous materials in accordance with the CEPA, TDGA, Provincial and Municipal regulations.

.3 Provide manifests describing and listing waste created. Transport containers by approved means to licensed landfill for burial.

3.3 SCHEDULING

.1 Typical work schedule - Perform work during normal working hours (and/or) on weekends or other specified time as defined by the owner. Include in Contract Sum additional costs due to this requirement. Be available to work continuously from beginning to end of project. Include in Contract Sum additional costs due to this requirement.

3.4 MAINTENANCE OF CONTAMINATED ASBESTOS WORK AREA

.1 Where enclosures are required:

.1 Maintain enclosures in tidy condition.

.2 Ensure that Asbestos Abatement Work Area enclosures, barriers, and polyethylene linings are effectively sealed and taped. Repair damage and remedy defects immediately.

.3 Visually inspect enclosures at beginning and end of each working period. Inspection must be performed by site supervisor or qualified designate. Maintain record of inspections. Include time, date and signature of person performing inspection.

.4 Inspect negative pressure units including discharge ducting at beginning and end of each shift.

.2 Ensure ACM or asbestos-contaminated materials, including materials, removed during work is treated, packaged, transported and disposed of as asbestos contaminated waste.

.3 Transport asbestos contaminated waste to licensed landfill as per Department of Environment’s regulatory requirements. Provide copies of waste manifests to owner’s representative upon request.

3.5 SUPERVISION

.1 Minimum of one Supervisor for every five workers is required.

.2 Approved Supervisor must remain within Asbestos Work Area during disturbance, removal, handling, or disposal of asbestos-containing materials.
3.6 AIR MONITORING

1. An air sampling strategy/schedule shall be submitted to the owner/owner’s representative prior to abatement commencing.

2. The contractor, through their environment consultant, shall assess the need for and extent of air monitoring and inspections required. Sampling and inspections shall be commensurate with the level of risk and in accordance with regulatory requirements. Sampling and inspections shall be completed by a qualified person.

3. Air monitoring results shall be made available daily unless otherwise specified by the owner.

4. For clearance purposes, where air sampling is required by regulation, airborne fibre levels must be less than 0.025 fibre/mL. If these results show fibre levels in excess of 0.025 fibre/mL, the Environmental Contractor shall re-clean the entire Asbestos Work Area. These actions will be repeated until fibre levels are less than 0.025 fibre/mL.

3.7 RESPONSIBILITIES OF ENVIRONMENTAL CONSULTANT

1. The environmental consultant shall be hired and paid by the contractor. The environmental consultant has the authority to stop work due to lack of cooperation by the contractor, contamination of areas outside of the work area, or any violations of the specifications or regulations.

2. All air sampling stipulated by regulation shall be carried out by the consultant.

3. The consultant is responsible for conducting critical inspections prior to, during and upon completion of critical stages of the removal project. If any inspection fails, the environmental consultant shall notify the contractor stating the reason for the failure. The contractor shall correct the problem and the environmental consultant shall perform another inspection. This process shall be repeated until the contractor’s work has passed inspection.

4. If any air test exceeds acceptable levels, taking into account respiratory protection factors, the consultant shall immediately notify the contractor, who shall stop work and correct the problem immediately. The contractor, through the consultant, shall be responsible for additional air monitoring.

5. The environment consultant shall issue a certificate of completion certifying that all conditions set forth in the specification, ASTM E1368-05e1 and Asbestos Abatement Regulations have been satisfactorily completed.

END OF SECTION
PART 1    GENERAL

1.1    OBJECTIVES

1 Prevent the loss of soil from construction site resulting from storm water runoff, wind erosion and construction activities.

2 Prevent the sedimentation of storm sewers and receiving waters.

3 Prevent air pollution caused by dust and particulate matter.

4 Meet or exceed the requirements of LEED® Canada-NC Version 1.0 Sustainable Sites Prerequisite 1 “Erosion and Sedimentation Control” which specifies compliance with EPA 832-R-92-005 (September 1992), Storm Water Management for Construction Activities, Chapter 3, or local erosion and sedimentation control standards and codes, whichever is more stringent.

1.2    DESCRIPTION OF WORK

1 Implement the Erosion and Sedimentation Control (ESC) measures shown on the project drawings and described in these specifications. Install ESC products in accordance with manufacturer instructions and the prescribed installation procedures in the referenced EPA document.

3 Inspect ESC measures on a weekly basis and following all significant storm events. If deficiencies are found, make repairs within 24 hours of detection.

4 Maintain an ESC inspection log to document observations, deficiencies and corrective actions.

1.3    REFERENCES


1.4    LEED® CONSTRUCTION COORDINATOR

1 Designate an individual to be responsible for all aspects of LEED® coordination during construction (including erosion and sedimentation control).

2 The LEED® Construction Coordinator shall be responsible for:
1.5 LEED® KICK-OFF MEETING

Prior to start of construction, the LEED® Construction Coordinator shall hold a kick-off meeting with the Owner’s Representative to review the Erosion and Sedimentation Control requirements. This meeting shall include a review of:

1. Erosion and Sedimentation Control Objectives
2. Erosion and Sedimentation Control Requirements and Procedures
3. Erosion and Sedimentation Control Postings and Submittals

1.6 SUBMITTALS

1. Inspection Checklist - Schedule A

1. Prepare the checklist to include all measures shown on the drawings and described in the specifications.
2. Complete a new checklist with each inspection and keep completed checklists with the weekly inspection log documentation.

2. Weekly Inspection Log - Schedule B

1. Complete the log on a weekly basis and keep all documentation on-site and available for review by the Owner’s Representative.
2. The inspection log shall be completed for each inspection, and must document deficiencies for all measures indicated as “Not OK” on the inspection checklist.
3. Each deficiency must be initialled and each log signed, only after all corrective measures have been completed and documented.
4. Submit all ESC documentation (e.g.: inspection checklists and inspection log) to the Owner’s Representative after final landscaping is completely installed.

3. Photographs:

1. A minimum of three (3) digital photographs shall be taken (from various viewpoints) of each ESC measure implemented on-site immediately following installation.
2. A minimum of three (3) digital photographs shall be taken (from various viewpoints) of ESC measure implemented on-site at the end of construction or prior to dismantling, whichever comes first.
3. Submit all digital photographs to Owner’s Representative for documentation within seven (7) days of being taken.
PART 2

PRODUCTS (NOT APPLICABLE)

PART 3

EXECUTION (NOT APPLICABLE)

3.1

PROCEDURES

3.1 General Practices:

3.1 Stabilized Construction Entrance (SCE)

3.1 Construct an SCE before construction begins at every point where traffic leaves the site and enters onto a public road and/or any unpaved entrance/exit location where there is a risk of transporting mud or sediment onto paved roads.

3.2 The SCE must be at least 3.65 m wide, with room for two vehicles to pass at high traffic areas, and constructed from 50 mm diameter clear stone, 150 mm diameter rip rap, and filter fabric with the following characteristics:

3.2 Grab Tensile Strength: 100 kgs
3.2 Elongation Failure: 60%
3.2 Mullen Burst Strength: 195 kgs
3.2 Puncture Strength: 57 kgs
3.2 Equivalent Opening: Size 40-80 (US std sieve)

3.2 Site Arrangement

3.2 All construction trailers and equipment shall be positioned to reduce the disturbance of site. They shall be located close to the current phase of construction to minimize traffic damage to the site.

3.3 Material Stockpiling

3.3 If material in stockpile will not be used within 14 days, it must be stabilized using one of the following measures:

3.3 Temporary Seeding
3.3 Tarps
3.3 Compaction
3.3 Surface Roughening

3.4 Install ESC products in accordance with manufacturer instructions and the prescribed installation procedures in the referenced EPA document.

3.2 Stabilization Practices

3.1 Preservation of Natural Vegetation

3.1 Establish construction boundaries to limit site disturbance to 40 feet beyond the building perimeter, 1.5 m beyond primary roadway curbs, walkways and main utility branches and 7.6 m beyond parking areas.

3.2 Stakes shall be used to indicate limits of construction, grading and disturbance. Trees shall be clearly marked to be preserved and protected from the ground disturbances around the base.
Removal & Disposal of Hazardous Materials
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.2 Buffer Zones
.1 Incorporate vegetated strips of land on floodplains, next to wetlands, along stream banks and on steep, unstable slopes to decrease the velocity of storm water runoff, preventing soil erosion.

.2 May be an area of vegetation left undisturbed during construction, or it can be newly planted. New strips require establishment of permanent seeding and planting.

.3 Soil Retaining Measures
.1 Use skeleton sheeting, continuous sheeting or permanent retaining walls to hold in place loose or unstable soil where other soil retaining methods are not practical.

.4 Permanent Seeding
.1 Shall be applied to any graded or cleared area as specified on landscaping plan.

.2 Plant native species of grass, trees and shrubs during favourable growth conditions; for areas outside of construction activity preferably within 3 weeks of construction start.

.3 Species shall not require permanent irrigation after the first two years or fertilizers containing phosphorus. Species must not be invasive.

.4 Use topsoil on areas where topsoil has been removed, where soil is dense or impermeable, or where mulching and fertilizers alone cannot improve soil quality. Make topsoil layers at least 150 mm deep or similar to the existing topsoil depth.

.3 Structural Practices

.1 Silt Fence
.1 Construct posts with filter fabric media to remove sediment from storm water volumes flowing through the fence.

.2 The lower edge of the fence is to be vertically trenches and covered by backfill.

.3 Filter fabric should be a pervious sheet of polypropylene, nylon, polyester, polyethylene or equivalent and have the following characteristics:

.1 Filtering Efficiency: 75%-85% (minimum)

.2 Tensile Strength at 20% Elongation Standard Strength - 0.54 kg/mm

.3 Slurry Flow Rate Extra Strength - 0.89 kg/mm

15.0 L/m2/min (mm)

.2 Outlet Protection
.1 Install stone, riprap, concrete aprons, paved sections or settling basins at all pipe, interceptor dike, swale or channel outlets where the velocity of flow may cause erosion or pools at the outlets of an ESC measure.
Inlet Protection

1. Install stone, concrete masonry units and stone, filter fabric or slit fences around catch basins and manhole covers to prevent silting of inlets, storm drainage systems or receiving channels.

Check Dams

1. Install check dams in steeply sloped swales or in swales where adequate vegetation cannot be established, and only in small open channels which will not overflow once dams are constructed.

2. Construct small, temporary or permanent dam of stone, straw bales, logs or pea gravel-filled sandbags across a drainage ditch, swale of channel to slow water flow and allow suspended sediment to settle.

Drainage Swale

1. Construct a channel with a lining of vegetation, riprap, asphalt, concrete or other material to convey runoff from the bottom or top of a slope.

2. Intercepted runoff shall be diverted to an appropriate outlet with sediment trap if required; swale shall have a positive grade with no dips to collect water.

3. Swale shall be lined using geotextiles, grass, sod, riprap, asphalt or concrete - based on the volume and velocity of the runoff.

Gravel or Stone Filter Berm

1. Construct a temporary ridge of loose gravel, stone or crushed rock to slow filter flow and divert it from exposed traffic in areas with gentle slopes and traffic.

Sediment Trap

1. Excavate a pond area or construct earthen embankments to allow for settling of sediment from storm water volumes.

2. Incorporate temporary seeding, mulching and/or earth dike per installation procedures to reduce erosion of banks.

3. Use a sediment trap for small drainage areas, no more than 2 hectares (5 acres).

Temporary Sediment Basin

1. Use sediment basins for areas larger than 2 hectares (5 acres).

2. Construct a pond with a controlled water release structure to allow for settling of sediment from water volumes.

3. Construction shall occur before any clearing and grading occurs, and must not be built on an embankment in an active stream.

4. Incorporate temporary seeding, mulching and/or earth dike per installation procedures to reduce erosion of banks.

5. Outlet pipe and spill way shall be designed by Owner's Representative based on an analysis of the expected runoff flow rates from the site.

Subsurface Drains

1. Place a perforated pipe or conduit beneath the surface of the ground at a designed depth and grade to drain an area with high water table.
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<tr>
<td>.2</td>
<td>Use relief drains in a gridiron, herringbone or random pattern to dewater an area where the water table is high.</td>
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<tr>
<td>.3</td>
<td>Place interceptor drains, as single pipes, to remove water where sloping soils are excessively wet or subject to slippage.</td>
</tr>
<tr>
<td>.4</td>
<td>Backfill with open granular, highly permeable soil immediately after pipe is placed.</td>
</tr>
<tr>
<td>.5</td>
<td>Stabilize outlet and ensure sediment-laden storm water runoff is directed to a sediment trapping measure.</td>
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### 3.2 INSPECTIONS AND MAINTENANCE

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>.1</td>
<td>Inspection procedures specified below summarize the EPA document and shall be followed in conjunction with details, drawings and manufacturer requirements.</td>
</tr>
<tr>
<td>.2</td>
<td>Inspect all control measures at least once each week (unless otherwise noted) and following any significant storm (13 mm of precipitation or greater). Complete the inspection log for each inspection, and keep in an accessible location on site until all corrective measures have been documented. Submit each completed log to the Owner’s Representative for review.</td>
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<tr>
<td>.3</td>
<td>Maintain all measures in good working order. If a repair is necessary, initiate within 24 hours of report.</td>
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<tr>
<td>.4</td>
<td>Stabilized Construction Entrance: Apply additional gravel as required, remove sediments and other materials from all areas to minimize clogging. Keep adjacent public roadway(s) free from sediment.</td>
</tr>
<tr>
<td>.5</td>
<td>Site Arrangement: Verify that movement of construction equipment to appropriate area occurs at the same time as movement of construction activities.</td>
</tr>
<tr>
<td>.6</td>
<td>Material Stockpile: Inspect for effective prevention of runoff and erosion. Remove built-up sediment from silt fence when it has reached 1/3 the height of the filter fabric.</td>
</tr>
<tr>
<td>.7</td>
<td>Preservation of Natural Vegetation: Routine maintenance shall include mowing, fertilizing, liming, irrigating, pruning and weed and pest control, depending on the specific species and environmental conditions. Remove any debris and ensure area is protected from traffic.</td>
</tr>
<tr>
<td>.8</td>
<td>Buffer Zones: Routine maintenance shall include mowing, fertilizing, liming, irrigating, pruning and weed and pest control, depending on the specific species and environmental conditions. Remove any debris and ensure area is protected from traffic.</td>
</tr>
<tr>
<td>.9</td>
<td>Soil Retaining Measures: Inspect for structural damage and repair as required.</td>
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<tr>
<td>.10</td>
<td>Permanent Seeding: Inspect for sufficient growth and water conditions. Replant areas if cover does not provide erosion control.</td>
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3.3 Removal of Products

ESC measures shall not be removed and shall be fully inspected and maintained until final landscaping is complete.
Inspection Checklist - Schedule A

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<tr>
<th>OK</th>
<th>Not OK</th>
<th>Location on Site</th>
<th>Measure</th>
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Removal & Disposal of Hazardous Materials
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Inspection Log - Schedule B

Erosion & Sedimentation Control Weekly Inspection Log

<table>
<thead>
<tr>
<th>Log Start Date:</th>
<th>Log End Date:</th>
<th>Log Completed By:</th>
<th>Company:</th>
<th>Telephone No.:</th>
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<tr>
<th>Inspection Date</th>
<th>General Observations (ie: seasonal conditions)</th>
<th>Location &amp; Deficiency of ESC Measure</th>
<th>Corrective Measures</th>
<th>Initials</th>
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I hereby certify that the information provided is complete, correct and complies with the requirements of EPA Best Management Practices.

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END OF SECTION
APPENDIX 'A'

Pre-Demolition Hazardous Material Survey
Pre Demolition Hazardous Building Materials Survey
St. Theresa’s School
St. John’s, NL

Prepared for:
Government of Newfoundland and Labrador
Department of Education
St. John’s, NL

Attn: Mr. Shawn Varghese
Pinchin LeBlanc Project No. 02-02-00492
November 10, 2010
EXECUTIVE SUMMARY

The Government of Newfoundland, Department of Education retained Pinchin LeBlanc Environmental Ltd (Pinchin) to conduct a demolition grade hazardous building materials survey of the St. Theresa’s School located on Mundy Pond Road, St. John’s, Newfoundland & Labrador (hereafter referred to as the “site”).

The site building is a three-level structure, constructed on a poured concrete foundation with a brick, cement and wood siding exterior and a flat tar roof. The interior walls are comprised of concrete block, plaster lathe and gypsum board; most ceilings are texture, drywall or are finished with acoustic tiles, and the floors consist of mainly tile or linoleum. The building employs a mixture of hot water radiation and electric heat and most light fixtures are florescent.

A summary of the findings for this site include:

1. Friable asbestos-containing building materials were identified at the site.
2. Non-friable asbestos-containing building materials were identified at the site.
3. Structural steel beams within the site are covered with a red paint that is lead based. Emergency lights with suspect lead acid batteries were also observed at the site.
4. Thermostats were located throughout the building and are suspected to contain mercury ampoules.
5. Ozone depleting substances are suspect to be contained within four (4) domestic refrigeration units and two (2) freezers at the site.
6. Photocopiers and printer systems located throughout the site are suspect sources of Volatile Organic Compounds (VOC’s).
7. The ash from the incinerator in the boiler room contains Selenium exceeding CCME guidelines for heavy metals in soil.
8. Rodent droppings (limited amounts) were observed above ceilings and in crawl spaces throughout the site.

This Executive Summary is subject to the same standard limitations as contained in the report and must be read in conjunction with the entire report.
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1.0 INTRODUCTION

The Government of Newfoundland Department of Education retained Pinchin LeBlanc Environmental Ltd (Pinchin) to conduct a demolition grade hazardous building materials survey of St. Theresa’s School located on Mundy Pond Road, St. John’s, Newfoundland & Labrador (hereafter referred to as the “site”). The original management survey was completed by Pinchin in July 2007 entitled “Hazardous Materials Survey”. The information for this original report has also been incorporated into this document.

The site building is a three-level structure, constructed on a poured concrete foundation with a brick, cement and wood siding exterior and a flat tar roof. The interior walls are comprised of concrete block, plaster lathe and gypsum board; most ceilings are texture, drywall or are finished with acoustic tiles, and the floors consist of mainly tile or linoleum. The building employs a mixture of hot water radiation and electric heat, and most light fixtures are fluorescent.

As defined by the Canadian Labour Code, Part II, a hazardous substance is a chemical, biological, or physical agent that, by reason of a property that the agent possesses, is hazardous to the safety or health of a person exposed to it. This would also include any controlled products. Some hazardous materials, such as asbestos, lead and polychlorinated biphenyls (PCB) are subject to specific provincial or federal regulation and control.

This report will present the results of the survey including methodology, general survey notes, regulatory requirements and analytical sample results as required. The intent of this report is to prepare for the proposed demolition of the site building.

2.0 SURVEY AND ASSESSMENT CRITERIA

2.1 Scope

The scope of the survey included gathering information pertaining to the location, extent, and condition of the following types of hazardous materials:

- Asbestos-containing materials (ACMs);
- Polychlorinated biphenyls (PCBs);
- Lead based paints and lead-containing materials;
- Mercury-containing materials;
- Urea formaldehyde foam insulations (UFFI);
- Ozone depleting substances (ODS);
- Volatile organic compounds (VOC’s);
- Heavy metals;
Demo-Grade Hazardous Building Materials Survey
St. Theresa's School
St. John's, NL
Pinchin LeBlanc Project No. 02-02-00492

- Carbon monoxide; and,
- Any other hazardous materials that may be present in the site.

This report provides recommendations related to the removal/disposal/containment options for any identified materials.

Some hazardous substances referred to in various provincial and federal regulations are present only in industrial or manufacturing facilities (i.e. factories). For this reason, isocyanates, vinyl chloride monomer, benzene, acrylonitrile, coke oven emissions, arsenic and ethylene oxide are not expected to be present in commercial, non-industrial settings, such as this site. Should any of the excluded substances be found, their presence would be specifically reported.

2.2 Survey Methodology

The original assessment and collection of representative samples was completed July 2007 while the subsequent demolition investigation was completed in August 2010. Consideration along with professional judgement, to Ontario Asbestos Abatement Regulation was utilized for sampling of surfacing materials.

All accessible locations and rooms in the site were surveyed. In each of the locations, the surveyor conducted an assessment of the hazardous building materials present and recorded the information on field survey sheets. Where necessary, samples of suspect hazardous materials were collected for analysis.

Quantities presented in this report are based on visual assessment only and should not be used when estimating total quantities of material within the structure. Contractors are reminded for tendering purposes to complete their own estimation of quantities.

2.3 Report Presentation

The report is divided into sections to accommodate ease in reading and accessing specific information. The sections are as follows:

3.0 Asbestos-Containing Materials (ACM)
4.0 Lead-Containing Materials (LCM)
5.0 Polychlorinated Biphenyls (PCB)
6.0 Mercury
7.0 Volatile Organic Compounds (VOC's)
8.0 Foam Insulations
9.0 Ozone Depleting Substances (ODS)
10.0 Carbon Monoxide
11.0 Heavy Metals
3.0 ASBESTOS-CONTAINING MATERIALS (ACM)

The asbestos portion of this survey included both friable and non-friable asbestos-containing materials as well as suspect asbestos-containing building materials. The term friable is applied to a material that can be readily reduced to dust or powder by hand or moderate pressure, (i.e. pipe insulation). Asbestos materials that are considered friable have a much greater potential to release airborne asbestos fibres when disturbed. All provincial regulations regarding asbestos materials distinguish between friable and non-friable materials when assigning appropriate work practices.

3.1 Regulatory Requirements

Each province has issued regulations or guidelines for control of work around asbestos building materials and for the packaging and disposal of asbestos waste. These regulations and guidelines are enforceable under the Newfoundland & Labrador Occupational Health and Safety Act. These are:


3.2 Survey Exclusions

Sampling of a number of possible non-friable materials, which may contain asbestos, could not be included in our survey. The presence of asbestos must be suspected and these materials are best sampled immediately prior to removal during renovation. These suspect non-friable materials are listed:

- Components or wiring within motors or lights
- High voltage wiring
- Mechanical packing, ropes and gaskets
- Fire-door cores
- Moulded plastic components (such as chair seats)
- Underground services or piping
This survey included selective demolition of plaster, drywall, etc. to view concealed conditions. The survey did not include removal of finishes on floors, full walls or other major demolition to check on concealed conditions.

3.3 Analytical Methods

The bulk samples were analyzed using a combination of dispersion staining and polarized light microscopy. The analytical method follows the U.S. EPA Method 600/R-93/116 dated July 1993. This method of analysis is also identified in the NL Asbestos Regulation 111/98. In Section 9 of the regulation, it states, “A competent laboratory would use polarized-light microscopy, be able to report the percentage range as well as the type of asbestos in the material and have demonstrated competence in the analysis of asbestos”. A discrepancy lies within Regulation 111/98, as the method stated for identification of asbestos within the Regulation is PLM. While this method uses a reported result for asbestos by volume, however, the Regulation defines an asbestos material as a material with an asbestos composition greater than 1% by weight. As a result of this discrepancy, for reporting purposes, Pinchin will follow the reporting unit set by the PLM method where an ACM is reported with a percent by volume rather than by weight. Therefore Pinchin will use a definition of an ACM as materials having an asbestos content of greater than 1% asbestos content by volume.

3.4 Summary of Asbestos Sample Results

The original survey involved the collection of a total of thirty (30) suspect asbestos building materials. Multiple phases within each sample are analyzed independently, as a result, a total of forty-seven (47) analyses were performed. The demolition grade H BMS also included the collection of an additional forty (40) samples. These samples were collected of duplicate material present in the school or in areas that were not accessible during the original survey.

The samples were either submitted to the Pinchin Laboratory or SAI Laboratory for analysis. Sample results are listed in Table 3.4.1. Laboratory certificates for these analyses are presented in Appendix I.

Table 3.4.1 Asbestos Sample Results

<table>
<thead>
<tr>
<th>Sample #</th>
<th>Material/Location</th>
<th>Asbestos</th>
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<tbody>
<tr>
<td>S001-A</td>
<td>Parging debris, Mechanical room floor</td>
<td>Chrysotile 50-75%</td>
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### ASBESTOS SAMPLE RESULTS TABLE

**St. Theresa’s School**  
**St. John’s, NL**

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<thead>
<tr>
<th>Sample #</th>
<th>Material/Location</th>
<th>Asbestos</th>
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</thead>
</table>
| S002-A   | Cloth covering from duct insulation, Mechanical Room  
1) Homogeneous, grey, soft, cementitious material  
2) Homogeneous, white, woven, fibrous material | Chrysotile 50-75% |
| S003-A   | Tank Insulation, Mechanical room                                                  | Chrysotile 50-75% |
| S004-A   | Black mastic glue from ductwork, Furnace room entrance loft upstairs              | None Detected    |
| S005-A   | 1’x1’ red with black stripe floor tile, Cafeteria                                | None Detected    |
| S006-A   | Drywall joint filler, Cafeteria                                                   | Chrysotile 1-5%  |
| S007-A   | Vinyl flooring, white with blue specks, boys washroom                             | None Detected    |
| S008-A   | Drywall in poor condition, boys washroom                                         | Chrysotile 1-5%  |
| S009-A   | Acoustic ceiling tile, boys washroom                                             | None Detected    |
| S010-A   | Acoustic ceiling tile, pinhole fissure, boys washroom                            | None Detected    |
| S011-A   | 9”x9” floor tile, main entrance washroom  
1) Homogeneous, grey, consolidated material  
2) Homogeneous, black tar | Chrysotile 1-5%  |
| S012-A   | 1’x1’ white and brown floor tile, Gym  
1) Homogeneous, grey, consolidated material  
2) Homogeneous, black tar | Chrysotile 1-5%  |
| S013-A   | 1’x1’ grey with grey speck floor tile, Gym, stage area                            | None Detected    |
| S014-A   | Drywall joint filler, Gym                                                         | None Detected    |
| S015-A   | 9”x9” green and white floor tile, Reception  
1) Homogeneous, green, consolidated material | Chrysotile 1-5%  |
### Asbestos Sample Results Table

**St. Theresa's School**  
**St. John's, NL**

<table>
<thead>
<tr>
<th>Sample #</th>
<th>Material/ Location</th>
<th>Asbestos</th>
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</thead>
</table>
| S016-A   | 9"x9" green and white floor tile, Reception  
2) Homogeneous, black tar            | None Detected     |
| S017-A   | 2'x2' ceiling tile, pinhole fissure, 2nd Floor, Office 24                          | Chrysotile 1-5%   |
| S018-A   | 9"x9" beige with white floor tile, 2nd Floor, Ms Maguire  
1) Homogeneous, grey, consolidated material  
9"x9" beige with white floor tile, 2nd Floor, Ms Maguire  
2) Homogeneous, black tar | None Detected     |
| S019-A   | 1"x1" beige with brown and grey fleck floor tile, Hallway from Location 036-042   | None Detected     |
| S020-A   | 1"x1" beige and black floor tile, Location 045                                    | None Detected     |
| S021-A   | Drywall joint filler, Location 045                                                | None Detected     |
| S022-A   | White vinyl flooring, Location 058                                                 | None Detected     |
| S023-A   | Drywall joint filler, Location 058                                                 | None Detected     |
| S024-A   | 2"x4" acoustic ceiling tile, pinhole fissure, Location 058                         | None Detected     |
| S025-A   | Vinyl flooring, grey with black swirls, Location 065                               | None Detected     |
| S026-A   | Drywall joint filler, Location 065                                                 | None Detected     |
| S027-A   | Vinyl flooring, beige with brown streaks, Location 066                             | None Detected     |
| S028-A   | 1"x1" pinhole fissure ceiling tile, Location 074                                   | None Detected     |
| S029-A   | Dust, Location 002, Loft                                                           | Chrysotile 25-50% |
| S030-A   | Mastic from ductwork, Location 035                                                 | None Detected     |

**Note:** Some bulk samples such as S029-A are not typical of site conditions as of the August 2010 Sampling round. These conditions or materials have been abated since the first round of sampling. Current site conditions are reflected in Section 3.5.

#### August 2010 Sampling

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<td>02-02-492-S001</td>
<td>Exterior Stucco</td>
<td>None Detected</td>
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<tr>
<td>02-02-492-S002</td>
<td>Exterior Caulking on Concrete</td>
<td>None Detected</td>
</tr>
<tr>
<td>Sample #</td>
<td>Material/Location</td>
<td>Asbestos</td>
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<tr>
<td>------------------</td>
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</tr>
<tr>
<td>02-02-492-S002</td>
<td>Exterior trim Caulking</td>
<td>None Detected</td>
</tr>
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<td>02-02-492-S004</td>
<td>Texture on exterior columns</td>
<td>None Detected</td>
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<td>02-02-492-S005</td>
<td>Brick Mortar Side of School</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S006</td>
<td>Brick Mortar Rear of School</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S007</td>
<td>Pinhole Pattern Ceiling Tiles (New Section)</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S008</td>
<td>Tar Mastic on Pipe Line</td>
<td>10% Chrysotile</td>
</tr>
<tr>
<td>02-02-492-S009</td>
<td>Pipe Elbow Insulation</td>
<td>75% Chrysotile</td>
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<td>02-02-492-S010</td>
<td>Wall Plaster (New Section)</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S011</td>
<td>Drywall Joint Filler (New Section)</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S012</td>
<td>12&quot;x12&quot; beige with grey floor tile</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S013</td>
<td>Pinhole Acoustic Ceiling Tile (new section)</td>
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<td>Pinhole Fissure Ceiling Tiles</td>
<td>None Detected</td>
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<td>Grey Hard Ceiling Stucco(East Foyer)</td>
<td>None Detected</td>
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<td>02-02-492-S016</td>
<td>White Ceiling Stucco (East Foyer)</td>
<td>5% Chrysotile</td>
</tr>
<tr>
<td>02-02-492-S017</td>
<td>Pinhole Acoustic Ceiling Tiles</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S018</td>
<td>Wall Plaster East Hallway</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S109</td>
<td>Tar Paper Pipe Insulation</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S020</td>
<td>Roof Pitch and felt (Overhangs)</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S021</td>
<td>Pinhole Fissure acoustic ceiling tiles</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S022</td>
<td>Yellow Battleship Linoleum</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S023</td>
<td>9&quot;x 9&quot;Beige with brown streak floor tile and Mastic</td>
<td>4% &amp; 5% Chrysotile</td>
</tr>
<tr>
<td>02-02-492-S024</td>
<td>12&quot;x 12&quot; beige and brown/white floor tiles</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S025</td>
<td>VSF beige with grey/white streaks</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S026</td>
<td>Wall Plaster Back of Gym</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S027</td>
<td>Wall Plaster (Classroom #7)</td>
<td>None Detected</td>
</tr>
</tbody>
</table>
Demo-Grade Hazardous Building Materials Survey
St. Theresa’s School
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Pinchin LeBlanc Project No. 02-02-00492

**ASBESTOS SAMPLE RESULTS TABLE**
St. Theresa’s School
St. John’s, NL

<table>
<thead>
<tr>
<th>Sample #</th>
<th>Material/Location</th>
<th>Asbestos</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-02-492-S028</td>
<td>Pinhole Fissure Acoustic Ceiling Tiles</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S029</td>
<td>12”x12” white with Green floor tiles</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S030</td>
<td>12”x12” green with white floor tiles</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S031</td>
<td>Scattered Pinhole pattern Ceiling Tile</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S032</td>
<td>Plaster on Gypsum Base (Girls Washroom)</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S033</td>
<td>Plaster on Gypsum Base (Men’s Washroom)</td>
<td>None detected</td>
</tr>
<tr>
<td>02-02-492-S034</td>
<td>Ceiling Texture (Science Lab)</td>
<td>5% Chrysotile</td>
</tr>
<tr>
<td>02-02-492-S035</td>
<td>Plaster Wall (Room 41)</td>
<td>2% Chrysotile</td>
</tr>
<tr>
<td>02-02-492-S036</td>
<td>Plaster Wall (Room 37)</td>
<td>2% Chrysotile</td>
</tr>
<tr>
<td>02-02-492-S037</td>
<td>Ceiling Texture Hallway</td>
<td>5% Chrysotile</td>
</tr>
<tr>
<td>02-02-492-S038</td>
<td>2”x4” Pinhole Flat Pattern Acoustic Ceiling Tile</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S039</td>
<td>Roof Material</td>
<td>None Detected</td>
</tr>
<tr>
<td>02-02-492-S042</td>
<td>Roof Tar</td>
<td>None Detected</td>
</tr>
</tbody>
</table>

Newfoundland Department of Government Services recognizes materials with greater than 1% asbestos by weight as an asbestos containing material.

3.5 Locations of Asbestos-Containing Materials (ACM)

The following sections provide the findings from this survey.

3.5.1 Sprayed or Trowelled Fireproofing and Thermal Insulation

No sprayed or trowelled fireproofing materials were observed in the site.

3.5.2 Mechanical Insulation

Three types of mechanical insulation were observed within the site that consisted of parging debris (reference sample S001-A), cloth covering from duct insulation, (reference sample S002-
Demo-Grade Hazardous Building Materials Survey
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A) and boiler insulation (reference sample S003-A). All types of mechanical insulation were
determined to contain 50-75% chrysotile asbestos and are to be treated as asbestos containing.

Table 3.5.2.1 outlines the locations and conditions of all asbestos-containing mechanical
insulation accessed during this survey.

Table 3.5.2.1 - Mechanical Insulation Summary Table

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Good</td>
</tr>
<tr>
<td>Mechanical Room</td>
<td>Tanks (2) insulation</td>
<td>130 sf</td>
</tr>
<tr>
<td></td>
<td>Pipe elbows</td>
<td>6 ea</td>
</tr>
<tr>
<td></td>
<td>Gaskets</td>
<td>All</td>
</tr>
<tr>
<td>Mechanical Room Entrance/Loft</td>
<td>Tar mastic on main run</td>
<td>10 sf</td>
</tr>
<tr>
<td></td>
<td>Pipe elbows</td>
<td>50 ea</td>
</tr>
<tr>
<td></td>
<td>Concealed in space under stage and loft area</td>
<td></td>
</tr>
<tr>
<td>Cafeteria</td>
<td>Pipe Elbows (concealed in ceiling and hallway)</td>
<td>44 ea</td>
</tr>
<tr>
<td>Janitor Closet (Location 07)</td>
<td>Pipe elbows</td>
<td>2 ea</td>
</tr>
<tr>
<td>Main Entrance Washroom</td>
<td>Pipe elbows</td>
<td>3 ea</td>
</tr>
<tr>
<td>Reception Office, Principals office, entrance, hallway</td>
<td>Pipe elbows</td>
<td>48 ea</td>
</tr>
<tr>
<td>Classroom #2</td>
<td>Pipe elbows</td>
<td>6 ea</td>
</tr>
<tr>
<td>Saunders's Classroom</td>
<td>Pipe elbows</td>
<td>8 ea</td>
</tr>
<tr>
<td>Kinder Room</td>
<td>Pipe elbows</td>
<td>4 ea</td>
</tr>
<tr>
<td>East Hallway</td>
<td>Pipe elbows</td>
<td>52 ea</td>
</tr>
<tr>
<td></td>
<td>Tar on piping</td>
<td>100 sf</td>
</tr>
<tr>
<td>Pipe chase between washrooms</td>
<td>Pipe elbows</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Debris</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10 ft 2</td>
</tr>
<tr>
<td>Janitors Closet</td>
<td>Pipe elbows</td>
<td>5 ea</td>
</tr>
<tr>
<td>Classroom #9</td>
<td>Pipe elbows</td>
<td>12 ea</td>
</tr>
<tr>
<td>Classroom #7</td>
<td>Pipe elbows</td>
<td>12 ea</td>
</tr>
<tr>
<td>Classroom #10</td>
<td>Pipe elbows</td>
<td>7 ea</td>
</tr>
<tr>
<td>Classroom #11</td>
<td>Pipe elbows</td>
<td>7 ea</td>
</tr>
<tr>
<td>Classroom #12</td>
<td>Pipe elbows</td>
<td>7 ea</td>
</tr>
<tr>
<td>Hallway Adjacent Classroom #11 and 12</td>
<td>Pipe elbows</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Concealed</td>
</tr>
</tbody>
</table>

Pinchin LeBlanc Environmental Ltd.
### Mechanical Insulation Summary Table

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<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Art Room</strong></td>
<td>Pipe elbows</td>
<td>10 ca</td>
</tr>
<tr>
<td><strong>Hallway adjacent Art Room</strong></td>
<td>Pipe elbows</td>
<td>10 ca</td>
</tr>
<tr>
<td><strong>3rd Floor</strong></td>
<td>Concealed in chases and fixed ceilings + dust insulation</td>
<td>50 est. ea</td>
</tr>
<tr>
<td><strong>Mechanical Room 2nd Floor</strong></td>
<td>Dust insulation</td>
<td>100 sf</td>
</tr>
<tr>
<td><strong>East foyer</strong></td>
<td>Pipe elbows</td>
<td>12 ea</td>
</tr>
<tr>
<td><strong>LRC Hallway</strong></td>
<td>Pipe elbows</td>
<td>10 ea</td>
</tr>
<tr>
<td><strong>LRC and Computer Room</strong></td>
<td>Pipe elbows</td>
<td>70 ca</td>
</tr>
<tr>
<td><strong>Concealed chases</strong></td>
<td>Tar mastic</td>
<td>100 sf</td>
</tr>
<tr>
<td><strong>All Ceiling Spaces, Mechanical room, and unidentified areas</strong></td>
<td>Tar mastic on pipe runs</td>
<td>250 sf</td>
</tr>
</tbody>
</table>

**Legend:**
- ca. -- each
- sf -- square feet
- ' -- linear feet

Other asbestos containing mechanical insulation may also be present within the site building but due to the concealed conditions above the asbestos texture, asbestos plaster and drywall ceilings. The qualification of insulation was not completed and as a result not included in the table above. These areas are to be accessed in advance of proposed demolition by a qualified individual and addressed accordingly.

### 3.5.3 Acoustic Ceiling Tiles

As part of the original assessment, five types of acoustic ceiling tile were sampled within the site. All of these ceiling tiles were identified not to contain asbestos (Reference samples S009-A, S010-A, S017-A, S024-A and S028-A). Additional samples were conducted to confirm no asbestos in these tiles (reference samples 02-02-492-S007, S013, S014, S017, S021, S028, S031, and S038). The results of confirmation samples collected during this survey confirms that the five tiles do not contain asbestos.
3.5.4 Plaster, Drywall and Texture Finishes

Drywall joint compound is considered to be a non-friable material. It often contained asbestos when used or manufactured prior to 1980. Eight (8) samples of drywall joint compound were collected in various locations throughout the building during the original and subsequent assessment (samples S006-A, S008-A, S014-A, S016-A, S021-A, S023-A, S026-A and 02-02-492-SS011). Three of the eight samples collected were determined to contain 1-5% chrysotile asbestos. All drywall present on walls, ceilings and bulkheads is to be managed as asbestos containing. The drywall present within the site building was observed in GOOD condition.

Texture coating observed on ceilings in the classrooms and in hallways on the third floor was sampled and found to contain 5% chrysotile asbestos (samples 02-02-492-S034 and 02-02-492-S037). On this level there are nine (9) classrooms, each with 600 square feet of this asbestos material as well as 2000 square feet observed in the main corridor. This ceiling finish is considered a friable material and was observed in good condition. There is also ceiling textures in the foyers of the school which also contains 5% chrysotile asbestos (sample 02-02-492-S016).

Hard plaster is also present on walls and columns throughout the school. This plaster is applied to a concrete, metal lathe or a gypsum board base. These applications coincide with the two main phases of construction as identified on drawing included as Appendix V. Sampling of the column plasters in the new section (sample 02-02-492-S010). There is limited amount of plaster in this area of the school. The older section of the school has plaster applied to concrete/block, metal and gypsum. Seven (7) samples of plaster were collected in various locations throughout the building (samples 02-02-492-S018, S026, S027, S032, S033, S035 and S036). Two of the two samples collected were determined to contain 2% chrysotile asbestos. All plaster in the old section of the school (including hallway walls) is to be treated as asbestos containing (see Figure 5 and 6). Plaster is typically a non-friable material, but has the potential to become friable during demolition. The plaster present within the site building is in GOOD condition.

The exterior of the building has texture finish on the column and overhangs. Sampling (reference sample 02-02-492-S001 and 02-02-492-S004) indicated that the material does not contain asbestos.

3.5.5 Vinyl Flooring Materials

Three types flooring products were observed inside the building which included linoleum, vinyl sheet flooring and vinyl floor tiles (9" x 9" and 12" x 12" size). Of the three types of flooring products all of the linoleum and vinyl sheet flooring products were sampled and determined not to contain asbestos. Asbestos was detected in all of the 9" x 9" and the 12" x 12" light
beige/white with brown colour tile as sampled in the gym. As summary of these asbestos tiles observed are identified as follows:

- The 9" x 9" white/grey floor tiles as identified in locations 10, 22, 57 and 79 for a total surface area of 2750 ft².
- The 9" x 9" brown/beige floor tiles and tar mastic as identified in locations 09, 11, 12, 28, 30 and 29 for a total surface area of 4500 ft².
- The 12" x 12" white/brown floor tiles as observed in identified 15, 16, 17, 18, 19, 29 and 37 for a total surface of 3600 ft².
- The 9" x 9" beige/white floor tiles as identified in location 25, 33c, 42, 43, 46, 47, 48, 49, 50, 51, 52, and 53 for a total surface of 6700 ft².
- The 9" x 9" green/blue floor tiles as identified in locations 23, 26, 33, 33b, 34, 35, 38 and 39 for a total surface of 5000 ft².

All 9" x 9" floor tiles are to be managed as asbestos and all remaining 12" x 12" (except as identified above) floor tiles should be managed as non-asbestos containing. Should 9" x 9" tiles be identified under non-asbestos floor coverings these tiles should also be managed as asbestos containing. This possible site condition should be addressed prior to demolition.

3.5.6 Asbestos Cement Products

No asbestos containing cement products were observed inside the building.

3.5.7 Vermiculite Insulation

No vermiculite containing products were observed inside the building.

3.5.8 Other Asbestos Containing Building Materials

Window and concrete caulking was sampled and determined to be non-asbestos containing (samples 02-02-492-S002 and S003).

Roofing materials were also sampled not to contain asbestos containing (samples 02-02-492-S020, S039 and S042).

Masonry mortar was sampled not to contain asbestos containing (samples 02-02-492-S005 and S006).
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Dust (sample S029-A) from the mechanical loft, as sampled in the original assessment, has since been removed.

4.0 LEAD-CONTAINING MATERIALS (LCM)

Lead was a common additive used in paints for its association with pigments, drying agents and corrosion inhibitors. Lead-containing solders, caulking and packing materials were commonly used for pipefittings in water distribution systems. Ceramic glazing, decorative mortars and flashings have also been historically manufactured with a lead content.

4.1 Regulatory Requirements

Each province has issued regulations or guidelines for control of work around lead containing building materials and for the exposure to lead. These regulations are enforceable under the Newfoundland & Labrador Occupational Health and Safety Act. These are:


The Department defines a “Lead-Containing Material” as a material with a lead concentration exceeding 0.5% by weight (5,000 mg/kg), and assigns specific handling and personal protective equipment requirements for such materials. Currently under the Canadian Hazardous Products Act (1986, Updated 2005) paint containing in excess of 0.06% (600 mg/kg) lead has been banned for use in Canada. Unfortunately neither of these definitions address paints present on existing surfaces. In absence of a specific Canadian regulated definition of what constitutes a lead-based paint, the U.S. Housing and Urban Development guideline will be followed. Therefore, any paint containing over 0.5% (5,000 mg/kg) or 1.0 mg/cm² of lead will be considered to be a lead-based paint.

Lead based paint in structural material that contains greater than 5 mg/L of leachable lead should be managed as hazardous waste and the disposal of that material must comply with applicable municipal, provincial and federal regulations.

4.2 Sampling Strategy

The survey included the collection of distinctive paint finishes present within the site in more than a limited quantity (approximately 100 square feet or more) for determination of lead content. The paint chip samples were collected by scraping the paint finish to include base and covering applications. This method of sampling was in accordance to the ASTM E1729 Standard...
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Practice for Field Collection of Dried Paint Samples for Subsequent Lead Determination. A total of ten (10) representative paint samples were collected during the survey.

4.3 Locations of Lead-Based Paints

The following is a summary table of the paint samples collected.

Table 4.3.1 - Lead Paint Sample Summary Table

<table>
<thead>
<tr>
<th>Sample</th>
<th>Location/Description</th>
<th>Colour</th>
<th>Lead Content (mg/kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>S001-L</td>
<td>Mechanical Room</td>
<td>Grey</td>
<td>2500</td>
</tr>
<tr>
<td>S002-L</td>
<td>Mechanical Room</td>
<td>Green</td>
<td>690</td>
</tr>
<tr>
<td>S003-L</td>
<td>Furnace Room Entrance, loft upstairs</td>
<td>Red</td>
<td>60000</td>
</tr>
<tr>
<td>S004-L</td>
<td>Cafeteria</td>
<td>Tcal/Green</td>
<td>1000</td>
</tr>
<tr>
<td>S005-L</td>
<td>Cafeteria</td>
<td>White</td>
<td>Non-detected</td>
</tr>
<tr>
<td>S006-L</td>
<td>Cafeteria</td>
<td>Greenish Grey</td>
<td>370</td>
</tr>
<tr>
<td>S007-L</td>
<td>Boys Washroom</td>
<td>Yellow</td>
<td>1300</td>
</tr>
<tr>
<td>S008-L</td>
<td>Girls Washroom</td>
<td>Peach</td>
<td>1500</td>
</tr>
<tr>
<td>S009-L</td>
<td>Hallway across from Furnace Room</td>
<td>Blue</td>
<td>Non-detected</td>
</tr>
<tr>
<td>S010-L</td>
<td>Gym</td>
<td>Baby Blue</td>
<td>310</td>
</tr>
<tr>
<td>S011-L</td>
<td>Stage Area - Exterior</td>
<td>White Ext</td>
<td>1800</td>
</tr>
<tr>
<td>S012-L</td>
<td>Gym - Stage Area</td>
<td>Brown</td>
<td>Non-detected</td>
</tr>
<tr>
<td>S013-L</td>
<td>Location 058 - Room 30</td>
<td>Off-white</td>
<td>210</td>
</tr>
<tr>
<td>S014-L</td>
<td>Exterior - Old Section (NOW GONE)</td>
<td>Red</td>
<td>220000</td>
</tr>
<tr>
<td>S015-L</td>
<td>Exterior - New Section</td>
<td>Grey</td>
<td>150</td>
</tr>
</tbody>
</table>

The Canadian Federal Hazardous Products Regulation, Health Canada Guidelines classify lead based paint as containing >5000 mg/kg (0.5%) lead.

4.4 Locations of Lead-Based Paints

The analytical program has identified two (2) paint chip samples collected during this survey containing lead exceeding the 5000 mg/kg guideline for lead-based paint. One sample, S003-L, is a red paint located on structural steel in the furnace room entrance loft, upstairs. The other...
sample, S014-L, is a red paint located on the exterior wood siding of the building. This material has since been removed from the building. The remaining thirteen (13) paint chip samples did not contain lead exceeding 5000 mg/kg.

4.5 Lead/Acid Batteries

Lead acid batteries are used in emergency lighting as a power source in the event of a power failure. Twenty (20) emergency lights with suspect lead acid batteries were observed throughout the site building.

4.6 Other Lead Containing Building Materials

Other lead containing building materials observed throughout the site included ten (10) bellhouse fittings which were located in the mechanical room, one (1) lead insert in a set of curtains located in the gymnasium stage area, and approximately 50 square feet of lead located in the storage room of the gymnasium.

5.0 POLYCHLORINATED BIPHENYLS (PCB)

Polychlorinated biphenyls (PCB) were manufactured on a commercial scale in the beginning of the 1930’s. PCBs are very stable, non-corrosive, relatively non-flammable, insoluble in water and can be of liquids or solids. The characteristics of PCB lead to its use in a wide variety of products from electrical components such as capacitors and transformers, to hydraulic and heat exchange fluids. The manufacturing of PCB was voluntarily ceased in 1977.

5.1 Regulatory Requirements

Federal Chlorobiphenyl Regulations (SOR/92-507) has been introduced under the Canadian Environmental Protection Act. The Regulations prohibit any commercial manufacturing and processing uses of PCB including in electrical transformers and capacitors manufactured or imported into Canada after July 1st, 1980. The regulations also specify that the maximum allowable concentration of PCB in components such as electrical transformers and capacitors is 50 ppm. The federal Storage of PCB Material Regulations applies to all PCB wastes generated in specified quantities.

The NLDEC states that materials containing in excess of 50 ppm PCB are not suitable for disposal in a Newfoundland & Labrador landfill. Materials exceeding these criteria would be considered hazardous waste, requiring disposal at an approved hazardous waste secure facility.
5.2 Survey Methodology

The site was inspected for electrical equipment that is typically known to contain PCB (i.e. lamp ballasts, capacitors, transformers). The surveyors used manufacturer information collected from the product labels observed on most light ballasts located within each fluorescent light fixture.

5.2.1 Fluorescent Lamp Ballasts

One (1) type of fluorescent lamp ballast was noted during inspections of fluorescent light fixtures present at the site. All light fixture ballasts inspected onsite were non-PCB containing.

6.0 MERCURY

6.1 Regulatory Requirements

Designated substances, such as mercury, are generally covered under the Hazardous Products Act and the Transportation of Dangerous Goods Act. From a worker exposure standpoint, mercury is addressed under the general duty clauses of the Occupational Health and Safety Act, which endorse the use of published exposure criteria. The ACGIH TLV for worker exposure to mercury is 0.025 milligrams mercury per cubic meter of air (mg/m³).

With respect to disposal, the NLDEC applies the CCME (Canadian Council for the Ministers of the Environment) 1999 (Revised 2002) Soil Quality Guidelines (CSoQG) to determine landfill suitability. Materials with concentrations of metals and other listed parameters in excess of the CCME criteria must be subjected to a leachate extraction analysis to determine whether the leachate exceeds the applicable limit. If the leachate test exceeds the criteria then the material would be considered a hazardous waste and would not be suitable for land filling in the province.

6.2 Mercury-Containing Materials

Eight (8) suspect mercury-containing thermostats were observed throughout the site. Mercury vapour is suspect to be present in fluorescent light tubes used in fluorescent light fixtures throughout the school.

7.0 VOLATILE ORGANIC COMPOUNDS

7.1 Regulatory Requirements

Volatile Organic Compounds (VOC’s) are organic compounds containing one or more carbon atoms that have high vapor pressures and therefore evaporate readily to the atmosphere. VOC’s
are primary precursors to the formation of ground level ozone and particulate matter in the atmosphere, which are the main ingredients of the air pollutant referred to as smog.

Suspect source of VOC's noted on this site were the two (2) copiers located in the Copy Room. Two (2) copiers located in the copy room are suspect sources of VOC's. Other potential sources also include cleaner, construction adhesives, office supplies, paints, furniture, etc.

8.0 FOAM INSULATIONS

No suspect urea-formaldehyde foam insulation (UFFI) was observed at the site. Representative views were made through existing openings and ceiling tiles where accessible.

9.0 OZONE DEPLETING SUBSTANCES (ODS)

9.1 Regulatory Requirement

In Newfoundland and Labrador the Ozone Layer Protection Regulations (Newfoundland & Labrador 55/03) made under the Environment Act deal with all aspects of Ozone Depleting Substances (ODS). The regulation identifies a list of ODS as well as specific handling procedures. Any equipment containing an ODS must have the ODS substance recovered by a contractor that has attended an environmental awareness course approved by the NLDEC. ODS can be typically found in refrigeration equipment and fire suppression equipment.

The depletion of atmospheric ozone levels has been attributed to the release of halocarbons, namely chlorofluorocarbons (CFC), bromofluorocarbons (halons), methyl chloroform, carbon tetrachloride, methyl bromide and hydrochlorofluorocarbons (HCFC). These ODS have been used in air conditioning and refrigeration equipment, foams, aerosols, fire extinguishers and as solvents and pesticides. The production, consumption, handling and disposal of ODS has been regulated by the Ozone-depleting Substances Regulations since 1994.

9.2 Refrigeration Equipment

Six (6) refrigeration units were observed throughout the site. Two (2) refrigeration units and two (2) freezers are located in the Kitchen, one (1) mini refrigeration units is located in reception and Office area (Location 023), and one (1) refrigeration unit is located in the maintenance area (Location 052). These refrigerating units did not have visible labels to determine which type of refrigerant used. The cooling compressors associated with these devices are suspect to contain CFC's.
9.3 Air-Conditioning Equipment

No air-conditioning equipment was observed throughout the site.
10.0 Carbon Monoxide

Carbon Monoxide (CO) is produced whenever fuel such as gas, oil, kerosene, wood or charcoal is burned. The amount of CO produced while using fuel-burning appliances is usually not harmful. It becomes hazardous when appliances are used improperly or are not functioning adequately.

There were no apparent sources of carbon monoxide identified at the site during this survey.

11.0 HEAVY METALS

Exposure to heavy metals can result in adverse health effects in humans. Heavy metal exposures are not limited to site-related activities; instead, exposures to individuals occur on a daily basis through food, soil, water and air.

One (1) sample of ash was collected from the incinerator located in the Boiler Room and submitted to an accredited laboratory for metals analysis. Sample results are listed in Table 11.0.1. Laboratory certificates for these analyses are presented in Appendix III.

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Ash From Incinerator</th>
<th>CCME Guideline Commercial (Update 6.0 – July 2006)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminium</td>
<td>1400 mg/kg</td>
<td>N/A</td>
</tr>
<tr>
<td>Antimony</td>
<td>ND</td>
<td>N/A</td>
</tr>
<tr>
<td>Arsenic</td>
<td>10 mg/kg</td>
<td>12 mg/kg</td>
</tr>
<tr>
<td>Barium</td>
<td>56 mg/kg</td>
<td>2000 mg/kg</td>
</tr>
<tr>
<td>Beryllium</td>
<td>ND</td>
<td>N/A</td>
</tr>
<tr>
<td>Boron</td>
<td>ND</td>
<td>N/A</td>
</tr>
<tr>
<td>Cadmium</td>
<td>ND</td>
<td>22 mg/kg</td>
</tr>
<tr>
<td>Chromium</td>
<td>18 mg/kg</td>
<td>87 mg/kg</td>
</tr>
<tr>
<td>Cobalt</td>
<td>2 mg/kg</td>
<td>N/A</td>
</tr>
<tr>
<td>Copper</td>
<td>69 mg/kg</td>
<td>91 mg/kg</td>
</tr>
<tr>
<td>Analyte</td>
<td>Ash From Incinerator</td>
<td>CCME Guideline Commercial (Update 6.0—July 2006)</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Iron</td>
<td>110 000 mg/kg</td>
<td>N/A</td>
</tr>
<tr>
<td>Lead</td>
<td>29 mg/kg</td>
<td>260 mg/kg</td>
</tr>
<tr>
<td>Manganese</td>
<td>100 mg/kg</td>
<td>N/A</td>
</tr>
<tr>
<td>Molybdenum</td>
<td>18 mg/kg</td>
<td>N/A</td>
</tr>
<tr>
<td>Nickel</td>
<td>8 mg/kg</td>
<td>50 mg/kg</td>
</tr>
<tr>
<td>Selenium</td>
<td>7 mg/kg</td>
<td>3.9 mg/kg</td>
</tr>
<tr>
<td>Silver</td>
<td>ND</td>
<td>N/A</td>
</tr>
<tr>
<td>Strontium</td>
<td>47 mg/kg</td>
<td>N/A</td>
</tr>
<tr>
<td>Thallium</td>
<td>ND</td>
<td>300 mg/kg</td>
</tr>
<tr>
<td>Uranium</td>
<td>0.2 mg/kg</td>
<td>N/A</td>
</tr>
<tr>
<td>Vanadium</td>
<td>23 mg/kg</td>
<td>130 mg/kg</td>
</tr>
<tr>
<td>Zinc</td>
<td>39 mg/kg</td>
<td>360 mg/kg</td>
</tr>
</tbody>
</table>

Sampling has indicated that Selenium is above the applicable CCME soil quality guidelines parameter in the ash from the incinerator. The existing chimneys, flues and clean-out are to be considered potential sources of elevated Selenium concentrations in settled/accumulated ash.

12.0 MICROBIAL GROWTH

12.1 Regulatory Requirement

Although not covered by specific regulation, microbial growth in indoor environments is generally considered unacceptable if its presence can be confirmed. The growth of microorganisms on building surfaces usually results in the aerosolization of microbial particulate (spores). As a result, any area of microbial contamination has the potential to cause adverse health effects to those working in these areas (i.e. construction workers).
12.2 Visible Water Staining

The presence of water on building materials creates the potential for the presence of mould growth. Visible water staining was not identified.

12.3 Visible Microbial Growth

Visible microbial growth was not observed.

13.0 RODENT DROPPINGS

Mice and rats are carriers of disease. Some diseases are spread by contact with the urine and droppings. Breathing dust raised during the cleanup of droppings may cause illness; therefore, it is important to practice safe cleanup procedures. (Health Canada, a report entitled Effective Control of Rats and Mice)

Visual inspection at the time of the assessment identified minor amounts of rodent droppings strewn above ceiling tiles and in crawl spaces throughout the site.

14.0 RECOMMENDATIONS

Several hazardous building materials have been identified in the site. The presence of materials containing asbestos, lead and mercury will require safe handling and working procedures for any renovation or construction related activities. These materials will require special packaging and disposal at an approved hazardous waste facility. For materials containing ozone depleting substances i.e. refrigerators, the refrigerant should be recovered by a qualified refrigeration technician to be recycled or disposed of properly.

Plans and specifications should be developed for the handling, worker protection requirements, packaging and disposal of all identified hazardous products.

Specific recommendations based on the analytical results and data collected during this survey are provided below:
14.1 Asbestos

Prior to demolition it is required that all asbestos containing material (ACM), both friable and non-friable, be removed, handled and disposed of in accordance with the NL Asbestos Abatement Regulation 111/98. A certified asbestos abatement contractor should conduct all asbestos related work. To accommodate interior demolition:

1. The removal of asbestos containing pipe insulation should be completed following Type 2 (moderate risk, glove bag method) or Type 3 depending on the quantity of mechanical insulation to be removed.

2. All drywall surfaces with joint compounds within the building should be managed as an asbestos containing material. The removal of drywall surfaces with joint filler should be completed following Type 2 (moderate risk) asbestos abatement procedures.

3. All plaster surfaces in the original structure within the building should be managed as an asbestos containing material. The removal of plaster surfaces should be completed following Type 3 (high risk) asbestos abatement procedures.

4. All interior textured ceiling surfaces within the building should be managed as an asbestos containing material. The removal of texture surfaces should be completed following Type 3 (high risk) asbestos abatement procedures.

5. Use Type 1 (low risk) asbestos abatement procedures for the removal of asbestos containing floor tiles. All specific 12”x12” and all 9”x 9” tiles as outlined (including concealed) in the report should be managed as asbestos containing material.

6. Site personnel and outside contractors should be informed of the presence and location of asbestos-containing materials within this structure.

7. The Newfoundland Asbestos Abatement Regulation (111/98) requires that an asbestos management plan be implemented when any type of asbestos has been identified within a building. The owner should adopt such a plan to manage the asbestos identified in this survey.

14.2 Lead

If the removal and handling of lead products are required, lead-containing paints and batteries present at the site must be removed following work procedures to minimize worker exposure. The emergency lights suspected to contain lead-acid batteries, and the lead inserts for curtains identified in the building should be recycled for future reuse or disposed of appropriately as lead.
waste at an approved hazardous waste facility. All lead-based paints to be removed are to be subjected to TCLP leachate characterization prior to disposal of at an approved waste disposal site.

14.3 Polychlorinated Biphenyls (PCB)

All fluorescent lamp ballasts inspected during this survey are non-PCB containing. However, when fluorescent light fixtures are removed from service, the contractor should examine the ballasts within the fixtures for the determination of PCB content. If the ballasts are not clearly labeled as "non PCB" or are suspected to contain PCBs, handle in accordance with Regulation NR 61/03.

14.4 Mercury

The mercury-containing ampoules within some thermostat casings are of no risk of mercury exposure to workers as long as the thermostat ampoules remain intact. These materials should be handled carefully to ensure that they are not broken and carefully packaged for disposal at an approved hazardous waste facility.

14.5 Foam Insulations

No foam insulations were observed at the site. Should foam insulations be encountered in wall or ceiling cavities during demolition or renovations, testing should be conducted to determine its composition.

14.6 Ozone Depleting Substances

For materials containing ozone depleting substances (i.e. refrigerators & freezers), the refrigerant should be recovered by a qualified refrigeration technician to be recycled or disposed of properly.

14.7 Heavy Metals

Removal and disposal of the incinerator ash and associated contaminated materials must comply with all applicable Federal, Provincial, an Municipal Regulations. CCME has set the criteria for the disposal of materials that have elevated levels of heavy metals and removal should be conducted following criteria as set in Section 25 (Chemical Substance) of the Occupational Health and Safety Regulation (CNLR 1165/96) as currently amended. Heavy metal contaminated ash waste must be disposed of in appropriate waste containers, and must be disposed of at an approved disposal site, which has been properly notified. Contact should be made with the Newfoundland & Labrador Government Services Centre (GSC) concerning the disposal options of this material. All heavy
metal based materials to be removed are to be subjected to TCLP leachate characterization prior to disposal of at an approved waste disposal site.

14.8 Microbial Growth

Should any mould be identified during demolition, such material be removed and/or cleaned following Level III procedures as outlined in the Canadian Construction Association's, "Mould Guidelines for the Canadian Construction Industry."

14.9 Rodent Droppings

Rodents are carriers of disease. Some diseases are spread by contact with the urine and droppings. Breathing dust raised during the cleanup of droppings can cause illness, therefore it is important to practice safe cleanup procedures. Renovations and demolition should be conducted with proper engineering controls. A respirator and other protective clothing should be worn when working with bat or bird droppings.

15.0 SURVEY LIMITATIONS

This report was produced for the Department of Education. There are limitations described throughout this report. The intent of the limitations is to clearly identify to the user of this report that, due to the nature of building construction, some limitations exist as to the possible thoroughness of a survey.

Pinchin LeBlanc Environmental Limited warrants that the findings and conclusions contained herein have been derived in accordance with generally accepted inventory methods. The work has been completed in accordance with client request and agreed upon scope of work, schedule and budget. These evaluation methods have been developed to provide the client with information regarding apparent indications of existing or potentially hazardous conditions relating to the site and are limited to the conditions observed and information available at the time of the site visit. There is a distinct possibility that conditions may exist which could not be reasonably identified within the scope of the survey or which were not apparent during the site visit.

This investigation was not exhaustive and cannot be construed as a certification of the absence of any hazardous materials from the site. Conclusions derived are specific and limited to the immediate area of investigation. Representative samples have been analyzed for substances that are expected, based on the data available at the time of the study. The absence of information relating to a specific substance does not preclude its presence.
Demo-Grade Hazardous Building Materials Survey
St. Theresa’s School
St. John’s, NL
Pinchin LeBlanc Project No. 02-02-00492

Third party use of this report, or any reliance on or decisions made based on the findings of this report, are the sole responsibility of such third parties. Pinchin LeBlanc Environmental Ltd. accepts no responsibility for damages suffered by any third party as a result of decisions made or actions conducted based on this report.

Prepared by:                               Reviewed by:

PAUL STAEBEN                               JASON LEWIS
Senior Project Manager                     Senior Project Consultant

Pinchin LeBlanc Environmental Ltd
# Bulk Asbestos Analysis

**By Polarized Light Microscopy**  
EPA Method: 600/R-93/116 and 600/M4-82-020

**Customer:** Pinchin LeBlanc Environmental  
27 Austin St  
St John's, NL A1B 4C3

**Project:** St Teresa’s

---

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Description</th>
<th>Asbestos</th>
<th>Filtrous Components</th>
<th>Non-Filtrous Components</th>
<th>Attributes</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-02-492-S001-A</td>
<td>Exterior stucco (office entrance) base coat</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>Grayish</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S001-B</td>
<td>Exterior stucco (office entrance) finish coat</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>White</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S002</td>
<td>Exterior caulkin on concrete unable to separate concrete</td>
<td>None Detected</td>
<td>100% Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02-02-492-S003</td>
<td>Exterior trim caulking</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>Red, White</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S004</td>
<td>Texture on outer columns</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>Beige</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S005</td>
<td>Exterior brick mosaic (library side)</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>Red</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S006-A</td>
<td>Exterior brick mosaic (back of school) motar</td>
<td>None Detected</td>
<td>100% Other</td>
<td></td>
<td>Red</td>
<td>Non Fibrous Homogeneous</td>
</tr>
<tr>
<td>02-02-492-S006-B</td>
<td>Exterior brick mosaic (back of school) yellow layer</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>Yellow</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
</tbody>
</table>

---

*Note: Due to the nature of the EPA 400 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend this analysis for final decisions, remedial actions, and/or insurability. All samples are analyzed by TEM for confirmation in “Non Detected” by PLM. This report contains only the samples tested and may not be reproduced, except as legal, without the written approval of SAI. This report may not be used by the client to claim product endosanction by NVLAP or any other agency of the United States government. Extracted NRL is 45%.*

---

**Byron Stroble (42)**  
**Dorlos Ammerman (14)**  
**Nathaniel Durham, MS or Approved Signature**

*Scientific Analytical Institute, Inc. 302-A Pomeria Dr. Greensboro, NC 27407 (334) 292-3888*  
*Page 1 of 7*
# Bulk Asbestos Analysis

**By Polarized Light Microscopy**

EPA Method: 600/R-93/116 and 600/M4-82-020

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Description</th>
<th>Asbestos</th>
<th>Fibrous Components</th>
<th>Non-Fibrous Components</th>
<th>Attributes</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-02-492-S007</td>
<td>Pindone acoustic tiles</td>
<td>None Detected</td>
<td>45% Mineral Wool</td>
<td>20% Other</td>
<td>Grayish Fibrous, Heterogeneous</td>
<td>Teased</td>
</tr>
<tr>
<td></td>
<td>(resouce center)</td>
<td></td>
<td>35% Cellulose</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02-02-492-S008</td>
<td>Tan mastic on pipe line</td>
<td>10% Chrysotile</td>
<td>40% Cellulose</td>
<td>20% Other</td>
<td>Yellow, Silver, Black</td>
<td>Dissolved</td>
</tr>
<tr>
<td></td>
<td>(resource center)</td>
<td></td>
<td>30% Fiber Glass</td>
<td></td>
<td>Fibrous Heterogeneous</td>
<td></td>
</tr>
<tr>
<td>02-02-492-S009</td>
<td>Pipe elbows (resource center)</td>
<td>75% Chrysotile</td>
<td>10% Cellulose</td>
<td>15% Other</td>
<td>Grayish Fibrous, Heterogeneous</td>
<td>Teased</td>
</tr>
<tr>
<td></td>
<td>(resource center)</td>
<td></td>
<td>95% Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02-02-492-S010</td>
<td>Wall plaster on metal lath</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>White, Non Fibrous Heterogeneous</td>
<td>Teased</td>
</tr>
<tr>
<td></td>
<td>(resource center)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02-02-492-S011</td>
<td>Drywall joint compound</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>White, Non Fibrous Heterogeneous</td>
<td>Teased</td>
</tr>
<tr>
<td></td>
<td>(resource center)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02-02-492-S012</td>
<td>12x12 VAT beige w gray fleck</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>White, Gray Non Fibrous</td>
<td>Dissolved</td>
</tr>
<tr>
<td>A</td>
<td>(resouce center)</td>
<td></td>
<td></td>
<td></td>
<td>Heterogeneous</td>
<td></td>
</tr>
<tr>
<td>02-02-492-S012</td>
<td>12x12 VAT beige w gray fleck</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>Black Non Fibrous Heterogeneous</td>
<td>Dissolved</td>
</tr>
<tr>
<td>B</td>
<td>(resouce center)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02-02-492-S013</td>
<td>Acoustics pindole tiles (Hall</td>
<td>None Detected</td>
<td>45% Mineral Wool</td>
<td>28% Other</td>
<td>Grayish Fibrous</td>
<td>Teased</td>
</tr>
<tr>
<td></td>
<td>outside of resource center)</td>
<td></td>
<td>35% Cellulose</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Disclaimer:** Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of these tiles, vermiculite, and other heterogeneous bulk samples be conducted by TSG for confirmation of "None Detected" by PLM. This report relays only the sample tested and may not be reproduced, except in full, without the writer's approval or SGL. This report may not be used by the client to claim present enforcement by NELAP or any other agency of the United States. Estimated 0.3% at 0.1%.  

Byron Stroble (42)  
Dorlos Ammerman (14)  
Analyist

Nathaniel Durham, MS or Approved Signatory  
Scientific Analytical Institute, Inc. 182-L Pomona Dr. Greensboro, NC 27407 (336) 392-3888  
Page 2 of 7
# Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Description</th>
<th>Asbestos</th>
<th>Fibrous Components</th>
<th>Non-Fibrous Components</th>
<th>Attributes</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-02-492-SO14</td>
<td>Acoustic ceiling tiles pinhole with fixture</td>
<td>None Detected</td>
<td>45% Mineral Wool</td>
<td>18% Other</td>
<td>Grytish</td>
<td>Fibrinous Heterogeneous</td>
</tr>
<tr>
<td>100794PLM_14</td>
<td></td>
<td></td>
<td>35% Cellulose</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02-02-492-SO15-A</td>
<td>Ceiling plaster with stucco finish (east foyer)</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>90% Other</td>
<td>Grytish</td>
<td>Non Fibrinous Heterogeneous</td>
</tr>
<tr>
<td>100794PLM_14</td>
<td></td>
<td></td>
<td>5% Mineral Wool</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02-02-492-SO15-B</td>
<td>Ceiling plaster with stucco finish (east foyer)</td>
<td>None Detected</td>
<td>100% Other</td>
<td></td>
<td>White, Greyish</td>
<td>Non Fibrinous Heterogeneous</td>
</tr>
<tr>
<td>100794PLM_14</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02-02-492-SO16</td>
<td>Ceiling stucco (east foyer)</td>
<td>None Detected</td>
<td>5% Chrysotile</td>
<td>95% Other</td>
<td>White</td>
<td>Non Fibrinous Heterogeneous</td>
</tr>
<tr>
<td>100794PLM_16</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>02-02-492-SO17</td>
<td>Acoustic pinhole ceiling tiles (east hallway)</td>
<td>None Detected</td>
<td>45% Mineral Wool</td>
<td>20% Other</td>
<td>Greyish</td>
<td>Fibrinous Heterogeneous</td>
</tr>
<tr>
<td>100794PLM_17</td>
<td></td>
<td></td>
<td>35% Cellulose</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02-02-492-SO18</td>
<td>Wall plaster (east hallway)</td>
<td>None Detected</td>
<td>5% Cellulose</td>
<td>95% Other</td>
<td>White</td>
<td>Non Fibrinous Heterogeneous</td>
</tr>
<tr>
<td>100794PLM_18</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>02-02-492-SO19</td>
<td>Tar paper on fiber glass pipes (electrical room)</td>
<td>None Detected</td>
<td>85% Cellulose</td>
<td>15% Other</td>
<td>Black</td>
<td>Non Fibrinous Heterogeneous</td>
</tr>
<tr>
<td>100794PLM_19</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>02-02-492-SO20-A</td>
<td>Roof pitch and felt (electrical room roof)</td>
<td>None Detected</td>
<td>100% Other</td>
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<td>Black</td>
<td>Non Fibrinous Heterogeneous</td>
</tr>
<tr>
<td>100794PLM_20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbest. We strongly recommend that analysis of fiber types, vermiculite, and other heterogeneous samples be conducted by TGA for confirmation of "None Detected" by PLM. This report relates only to the sample listed and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the Department of Defense. Laboratory Proprietary Information. This report is 6.5% confidence, excluding PSM.*

Byron Stroble (42)
Doritos Ammerman (14)

Scientific Analytical Institute, Inc. 382-L Fernons Dr. Greensboro, NC 27407 (336) 393-3588
# Bulk Asbestos Analysis

By Polarized Light Microscopy

EPA Method: 600/R-93/116 and 600/M4-82-020

---

**Customer:** Pinchin LeBlanc Environmental  
27 Austin St  
2nd Fl  
St. Johns, NL A1B 4C3  

**Project:** St. Teresa's

---

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Description</th>
<th>Asbestos</th>
<th>Fibrous Components</th>
<th>Non-Fibrous Components</th>
<th>Attributes</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-02-492-S020 - B</td>
<td>Roof pich and felt (electrical room roof)</td>
<td>None Detected</td>
<td>75% Cellulose</td>
<td>25% Other</td>
<td>Black Fibrous Heterogeneous</td>
<td>Dissolved</td>
</tr>
<tr>
<td></td>
<td>felt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ashed</td>
</tr>
<tr>
<td>02-02-492-S021</td>
<td>244 square mts parable fixture (maintenance room)</td>
<td>None Detected</td>
<td>65% Mineral Wool</td>
<td>35% Cellulose</td>
<td>Greyish Fibrous Heterogeneous</td>
<td>Dissolved</td>
</tr>
<tr>
<td>1007394PLM_21</td>
<td>Yellow VSF (hallway in front of cafeteria)</td>
<td>None Detected</td>
<td>10% Cellulose</td>
<td>90% Other</td>
<td>Yellow Non Fibrous Heterogeneous</td>
<td>Dissolved</td>
</tr>
<tr>
<td>1007394PLM_21</td>
<td>floor tile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ashed</td>
</tr>
<tr>
<td>02-02-492-S022 - B</td>
<td>Yellow VSF (hallway in front of cafeteria)</td>
<td>None Detected</td>
<td>10% Cellulose</td>
<td>90% Other</td>
<td>Yellow Non Fibrous Heterogeneous</td>
<td>Dissolved</td>
</tr>
<tr>
<td></td>
<td>yellow mosaic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ashed</td>
</tr>
<tr>
<td>02-02-492-S023 - A</td>
<td>9x9 VAT beige w/brown streaks</td>
<td>None Detected</td>
<td>5% Chrysotile</td>
<td>90% Other</td>
<td>Beige, Brown Non Fibrous Heterogeneous</td>
<td>Dissolved</td>
</tr>
<tr>
<td></td>
<td>floor tile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ashed</td>
</tr>
<tr>
<td>02-02-492-S023 - B</td>
<td>9x9 VAT beige w/brown streaks</td>
<td>None Detected</td>
<td>5% Chrysotile</td>
<td>90% Other</td>
<td>Beige, Brown Non Fibrous Heterogeneous</td>
<td>Dissolved</td>
</tr>
<tr>
<td></td>
<td>black mosaic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ashed</td>
</tr>
<tr>
<td>02-02-492-S024 - A</td>
<td>12x12 VAT beige w/brown &amp; white streaks</td>
<td>None Detected</td>
<td>100% Other</td>
<td></td>
<td>Beige, Brown Non Fibrous Heterogeneous</td>
<td>Dissolved</td>
</tr>
<tr>
<td></td>
<td>floor tile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ashed</td>
</tr>
<tr>
<td>02-02-492-S024 - B</td>
<td>12x12 VAT beige w/brown &amp; white streaks</td>
<td>None Detected</td>
<td>10% Cellulose</td>
<td>90% Other</td>
<td>Yellow Non Fibrous Heterogeneous</td>
<td>Dissolved</td>
</tr>
</tbody>
</table>

---

*Disclaimer:* Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, ceilings, and other heterogeneous surfaces be conducted by TEM for confirmation of "None Detected" by PLM. This report release only to the sample tested and may not be reproduced, except in full, without the written approval of CAL. This report may not be used by the client in either product endorsement by NVLAP or any other agency of the U.S. government. Estimated VSF is 8.5%. 

Byron Strawler (42)  
Dorlos Ammerman (14)  

Analyst  

Nathaniel Durham, MS or Approved Signatory  
Scientific Analytical Institute, Inc. 301-L Poman Dr, Greensboro, NC 27407 (336) 292-3888

Page 4 of 7
# Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-95/116 and 600/M4-82-020

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Description</th>
<th>Lab Notes</th>
<th>Asbestos</th>
<th>Fibrous Components</th>
<th>Non-Fibrous Components</th>
<th>Attributes</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-02-492-S025-A</td>
<td>VSF beige with gray &amp; white streaks</td>
<td>floor tile</td>
<td>None Detected</td>
<td>100% Other</td>
<td>Beige, Gray</td>
<td>Non Fibrous Heterogenous</td>
<td>Dissolved</td>
</tr>
<tr>
<td>02-02-492-S025-B</td>
<td>VSF beige with gray &amp; white streaks</td>
<td>yellow mosaic</td>
<td>None Detected</td>
<td>100% Other</td>
<td>Yellow</td>
<td>Non Fibrous Heterogenous</td>
<td>Dissolved</td>
</tr>
<tr>
<td>02-02-492-S026-A</td>
<td>Plaster (back half of gym)</td>
<td>plaster coat</td>
<td>None Detected</td>
<td>100% Other</td>
<td>Grayish</td>
<td>Non Fibrous Heterogenous</td>
<td>Crushed</td>
</tr>
<tr>
<td>02-02-492-S026-B</td>
<td>Plaster (back half of gym)</td>
<td>finish coat</td>
<td>None Detected</td>
<td>5% Cellulose 95% Other</td>
<td>White</td>
<td>Non Fibrous Heterogenous</td>
<td>Tested</td>
</tr>
<tr>
<td>02-02-492-S027</td>
<td>Plaster from wall (classroom 7)</td>
<td>plaster coat only</td>
<td>None Detected</td>
<td>100% Other</td>
<td>Beige</td>
<td>Non Fibrous Heterogenous</td>
<td>Crushed</td>
</tr>
<tr>
<td>02-02-492-S028</td>
<td>Acoustic tile with phallic fissure pattern (2nd floor hall)</td>
<td></td>
<td>None Detected</td>
<td>45% Mineral Wool 25% Cellulose 30% Other</td>
<td>Grayish</td>
<td>Fibrous Heterogenous</td>
<td>Tested</td>
</tr>
<tr>
<td>02-02-492-S029-A</td>
<td>12x12 VAT white with green streaks (teachers lounge)</td>
<td>floor tile</td>
<td>None Detected</td>
<td>100% Other</td>
<td>Green, White</td>
<td>Non Fibrous Heterogenous</td>
<td>Dissolved</td>
</tr>
<tr>
<td>02-02-492-S029-B</td>
<td>12x12 VAT white with green streaks (teachers lounge)</td>
<td>black mosaic</td>
<td>None Detected</td>
<td>10% Cellulose 90% Other</td>
<td>Black</td>
<td>Non Fibrous Heterogenous</td>
<td>Dissolved</td>
</tr>
</tbody>
</table>

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tile, terrazzo, and other heterogeneous wall samples be conducted by TEM for confirmation of "None Detected" by PLM. This report includes only the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client for claims against contractors by NOLAP or any other agency of the federal government. Estimated AADL is $55.

Byron Stroble (42)
Dorlas Ammerman (14)

Nathanial Durham, MS or Approved Signatory

Scientific Analytical Institute, Inc. 302-L Pearson Dr. Greensboro, NC 27407 (336) 292-3888
# Bulk Asbestos Analysis

**By Polarized Light Microscopy**

**EPA Method:** 600/R-93/116 and 600/M4-82-020

---

**Customer:** Pinchin LeBlanc Environmental
27 Austin St
2nd Fl
St John's, NL A1B 4C3

**Project:** St Teresa's

**Analysis:** Chris Staeben

**Lab Order ID:** 1007596
**Analysis ID:** 1007596B114

**Date Received:** 7/13/2010
**Date Reported:** 7/16/2010

---

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Description</th>
<th>Asbestos</th>
<th>Fibrous Components</th>
<th>Non-Fibrous Components</th>
<th>Attributes</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-02-492-S030 - A</td>
<td>12x12 VAT green w/white streaks (teachers lounge)</td>
<td>None Detected</td>
<td></td>
<td>100% Other</td>
<td>Green</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S030 - B</td>
<td>same as above</td>
<td>None Detected</td>
<td>10% Cellulose</td>
<td>90% Other</td>
<td>Black</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S031</td>
<td>Asbestos pipe with 3rd floor hallway</td>
<td>None Detected</td>
<td>40% Cellulose 40% Mineral Wood</td>
<td>20% Other</td>
<td>Tan</td>
<td>Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S032 - A</td>
<td>Plaster on gypsum base (3rd floor girls room)</td>
<td>None Detected</td>
<td></td>
<td>100% Other</td>
<td>White</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S032 - B</td>
<td>base</td>
<td>None Detected</td>
<td></td>
<td>5% Cellulose 95% Other</td>
<td>Tan</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S033 - A</td>
<td>Plaster on gypsum base (3rd floor boys washroom)</td>
<td>None Detected</td>
<td></td>
<td>100% Other</td>
<td>White</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S033 - B</td>
<td>base</td>
<td>None Detected</td>
<td></td>
<td>5% Cellulose 95% Other</td>
<td>Tan</td>
<td>Non Fibrous Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S034</td>
<td>3rd level ceiling textures (science lab)</td>
<td>None Detected</td>
<td>5% Chrysotile</td>
<td>15% Cellulose 80% Other</td>
<td>Tan</td>
<td>Fibrous Heterogeneous</td>
</tr>
</tbody>
</table>

---

**Disclaimer:** Due to the nature of the EPA 600 method, asbestos may not be detected in samples. Asbestos levels vary widely, and/or heterogeneity and samples may not be detected by TEM. The report contains data on the samples tested and may not be reproduced, except in full, without the written approval of NML. The report may not be used by the client in claims against the manufacturer by NML or any other agency. Written VAF in 0.5%.

**Byron Stroble (42)**
**Durlos Ammerman (14)**

**Analyst**

**Nathaniel Durham, MS or Approved Signatory**

---

**Scientific Analytical Institute, Inc.** 303-L Pomona Dr. Greensboro, NC 27407  (336) 392-3888
# Bulk Asbestos Analysis

*By Polarized Light Microscopy*
*EPA Method: 600/R-93/116 and 600/M4-82-020*

**Customer:** Pinchin LeBlanc Environmental  
27 Austin St  
St Johns, NL A1B 4C3

**Project:** St Tercis's

**Lab Order ID:** 1007596  
**Analysis ID:** 1007596PLM  
**Date Received:** 7/13/2010  
**Date Reported:** 7/16/2010

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Description</th>
<th>Asbestos</th>
<th>Fibrous Components</th>
<th>Non-Fibrous Components</th>
<th>Attributes</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-02-492-S035 - A</td>
<td>Plaster over gypsum (room 41)</td>
<td>None Detected</td>
<td>100% Other</td>
<td>White</td>
<td>Non Fibrous</td>
<td>Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S036 - A</td>
<td>Plaster over gypsum (room 37)</td>
<td>None Detected</td>
<td>100% Other</td>
<td>White</td>
<td>Non Fibrous</td>
<td>Heterogeneous</td>
</tr>
<tr>
<td>02-02-492-S037</td>
<td>3rd floor ceiling texture (hallway)</td>
<td>5% Chrysotile</td>
<td>15% Cellulose</td>
<td>80% Other</td>
<td>Tax</td>
<td>Fibrous</td>
</tr>
<tr>
<td>02-02-492-S038</td>
<td>Acoustic tiles pinhole flat pattern (2nd floor hall)</td>
<td>None Detected</td>
<td>40% Cellulose</td>
<td>40% Mineral Wool</td>
<td>20% Other</td>
<td>Tax</td>
</tr>
<tr>
<td>02-02-492-S039</td>
<td>Roof shingle</td>
<td>None Detected</td>
<td>15% Synthetic Fibers</td>
<td>75% Other</td>
<td>Brown, Black</td>
<td>Fibrous</td>
</tr>
<tr>
<td>02-02-492-S042</td>
<td>Roof tar</td>
<td>None Detected</td>
<td>10% Cellulose</td>
<td>10% Synthetic Fibers</td>
<td>80% Other</td>
<td>Black</td>
</tr>
</tbody>
</table>

- **Disclaimer:** Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of these files, verifications, visions, heterogeneities and samples be conducted by TLAC for confirmation of "Ellen Clay" by TLAC. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of TLAC. This report may not be used by the client to claims against underwriters by NVLAP or any other agency of the government. Estimated MFL is 8.7%.

**Byron Strobe (42)**  
**Dorlas Ammerman (14)**

**Scientific Analytical Institute, Inc.**  
301-L Penonsa Dr, Greensboro, NC 27407  
(336) 292-3888  
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<table>
<thead>
<tr>
<th>Component</th>
<th>% Composition (Visual Estimate)</th>
<th>Sample Description</th>
<th>Sample Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-fibrous material</td>
<td>75%</td>
<td>None Detected</td>
<td>B. Homogeneous, Red, Consolidated</td>
</tr>
<tr>
<td>Non-fibrous material</td>
<td>75%</td>
<td>None Detected</td>
<td>A. Homogeneous, Black, Block, Gray, Iron Oxides</td>
</tr>
<tr>
<td>Non-fibrous material</td>
<td>75%</td>
<td>None Detected</td>
<td>A. Homogeneous, Black, Block, Gray, Iron Oxides</td>
</tr>
<tr>
<td>Non-fibrous material</td>
<td>75-80%</td>
<td>Chrisotile</td>
<td>B. Homogeneous, Commingled, Composite, Gray, Soft</td>
</tr>
<tr>
<td>Non-fibrous material</td>
<td>75-80%</td>
<td>Chrisotile</td>
<td>A. Homogeneous, Commingled, Composite, Gray, Soft</td>
</tr>
<tr>
<td>Non-fibrous material</td>
<td>75%</td>
<td>Chrisotile</td>
<td>A. Homogeneous, Commingled, Composite, Gray, Soft</td>
</tr>
<tr>
<td>Non-fibrous material</td>
<td>75%</td>
<td>Chrisotile</td>
<td>A. Homogeneous, Commingled, Composite, Gray, Soft</td>
</tr>
<tr>
<td>Non-fibrous material</td>
<td>75%</td>
<td>Chrisotile</td>
<td>A. Homogeneous, Commingled, Composite, Gray, Soft</td>
</tr>
</tbody>
</table>

Comments:

Bulk Sample Analyses

Prepared For: Mark Bailey
Project Name: St. Theresa Hazmat
Date: July 2, 2007
Reference No: NUB 41

Laboratory: Lab lanc Environmental

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<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chrysotile</td>
<td>1-5%</td>
<td>Other</td>
<td>75%</td>
<td>Chrysotile</td>
<td>1-5%</td>
<td>Other</td>
<td>75%</td>
<td>Chrysotile</td>
<td>1-5%</td>
<td>Other</td>
<td>75%</td>
<td>Chrysotile</td>
<td>1-5%</td>
<td>Other</td>
<td>75%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sample Description:**

- Non-Hygroscopic Material
- Cellulose
- Mineral Wool

**Other Asbestos (Visual Estimate):**

- Chrysotile
- Other

**Comments:**

- Prepared for: Mark Bailey
- Date: July 10, 2007
- Lab Reference No: NLE-431
- Project Name: St. Therese Hazmat
- Bulk Sample Analysis

**Identification:**

- S#7627-099-A
- S#7627-008-A
- S#7627-007-A
- S#7627-006-A
- S#7627-005-A
- S#7627-004-A

**Location:**

- Bathroom
- Kitchen cabinet
- Floor tile
- Drywall
- Joint filler
- Ceiling material
- Furring surface
- Wood panel

**Condition:**

- Poor
- Fair
- Good
- Excellent

**Material:**

- Chrysotile
- Other

**Remarks:**

- No Asbestos detected
<table>
<thead>
<tr>
<th>Comments</th>
<th>Other</th>
<th>Asbestos Composition (Visual Estimate)</th>
<th>Sample Description</th>
<th>Sample Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Percent Non-fibrous Material</td>
<td>75%</td>
<td>None Detected</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Percent Non-fibrous Material</td>
<td>75%</td>
<td>None Detected</td>
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<td></td>
<td></td>
<td>Percent Non-fibrous Material</td>
<td>75%</td>
<td>None Detected</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Percent Non-fibrous Material</td>
<td>75%</td>
<td>None Detected</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Percent Non-phonous Material</td>
<td>75%</td>
<td>None Detected</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Percent Chrysotile</td>
<td>10%</td>
<td>1% - 5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Percent Chrysotile</td>
<td>10%</td>
<td>1% - 5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Percent Chrysotile</td>
<td>10%</td>
<td>1% - 5%</td>
</tr>
</tbody>
</table>

**Recommendation:**
- Microscopy (TEM) is a transmission electron microscopy technique. The PLM (polarized light microscopy) method is also useful for confirming the presence of asbestos fibers. Very fine asbestos fibers may not be visible using these methods.
- For a detailed asbestos analysis, contact the appropriate laboratory.

**Sampling:**
- S.7627.01-1.A
- S.7627.01-2.A
- S.7627.01-1.A
- S.7627.01-2.A
- S.7627.01-1.A
- S.7627.01-2.A

**Location:**
- S.F. Wool, Plymore Rd.
- S.F. Wool, Plymore Rd.
- S.F. Wool, Plymore Rd.
- S.F. Wool, Plymore Rd.
- S.F. Wool, Plymore Rd.
- S.F. Wool, Plymore Rd.

**Prepared by:**
- Mark Bailey

**Reference No.:**
- NLB 431

**Project Name:**
- St. Theresa Hospital

**Date:**
- July 10, 2007

**Lab Reference:**
- NLB 431

**BULK SAMPLE ANALYSIS**
<table>
<thead>
<tr>
<th>Sample Description</th>
<th>Identification</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 2a ceiling tile</td>
<td>Homogeneous</td>
<td></td>
</tr>
<tr>
<td>24 8x9 beige with white</td>
<td>Homogeneous</td>
<td>1.5% Chrysotile</td>
</tr>
<tr>
<td>24 8x9 beige with white</td>
<td>Homogeneous</td>
<td>1.5% Chrysotile</td>
</tr>
<tr>
<td>24 Clyre, 2nd floor office</td>
<td>Homogeneous</td>
<td>1.5% Chrysotile</td>
</tr>
<tr>
<td>24 8x9 beige with white</td>
<td>Homogeneous</td>
<td>1.5% Chrysotile</td>
</tr>
<tr>
<td>24 8x9 beige with white</td>
<td>Homogeneous</td>
<td>1.5% Chrysotile</td>
</tr>
</tbody>
</table>

**Sample Analysis**

- Non-fibrous Material: 75%
- Chrysotile: 1.5%
- Blockier: 1.5%
- Materials: 24.5%
- Other: 1.5%

**Date:** July 10, 2007

**Prepared For:** Mark Billy

**Lab Reference No:** NLD 431

**Project Name:** St. Theresa's Hazmat
<table>
<thead>
<tr>
<th>Percentage</th>
<th>Description</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.25%</td>
<td>Non-Hazardous Material</td>
<td>Cellulose</td>
</tr>
<tr>
<td>25-50%</td>
<td>Non-Hazardous Material</td>
<td>None Detected</td>
</tr>
<tr>
<td>75%</td>
<td>Non-Hazardous Material</td>
<td>None Detected</td>
</tr>
</tbody>
</table>

**Comments**

- **Recommended Transmission Electron Microscopy (TEM)** for further analysis of asbestos fibers.
- **Asbestos Composition (Visual Estimate)**: None detected.

**Sample Identification**

- **Sample**: 507
- **Project Name**: St. Theresa Hazmat
- **Lab Reference No.**: NLD 431
- **Prepared For**: Mark Bailey
- **Date**: July 10, 2007

**Bulk Sample Analysis**
| % Non-Hygroscopic Material | Non-Detected | 75% | 2 Phases: 6.55
|----------------------------|-------------|-----|------------------------
| % Cellulose                | Non-Detected | 75% | 2 Phases: S#7627-026-A |
| % Non-Hygroscopic Material | Non-Detected | 75% | Location OS95          |

**Description**
- A. Homogeneous, grey, rigid and molded, vinyl flooring, gray with black swirled, location with.
- B. Homogeneous, consolidated, brown, vinyl flooring, gray with black swirled, location with.

**Comments**
- Sample

**Prepared For:** Mark Bailey
**Date:** July 10, 2007
**Reference No.:** NIB 431

**Bulk Sample Analysis**
<table>
<thead>
<tr>
<th>SAMPLE ID</th>
<th>DESCRIPTION</th>
<th>% COMPOSITION (VISUAL ESTIMATE)</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>S#787-022-A</td>
<td>1x1 plate, narrow compressed fibrous material.</td>
<td>Homogeneous, grey, consolidated fibrous material, on the back of the vinyl sheet.</td>
<td></td>
</tr>
<tr>
<td>S#787-039-A</td>
<td>Dust, location 023, 026, and debris.</td>
<td>Non-Homogeneous dust.</td>
<td></td>
</tr>
<tr>
<td>S#787-028-A</td>
<td>Dust, location 022, and debris.</td>
<td>Homogeneous, black tar.</td>
<td></td>
</tr>
<tr>
<td>S#787-028-A</td>
<td>Dust, location 022, and debris.</td>
<td>Non-Homogeneous dust.</td>
<td></td>
</tr>
<tr>
<td>S#787-028-A</td>
<td>Dust, location 022, and debris.</td>
<td>Chrysotile.</td>
<td>None Detected</td>
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<tr>
<td>S#787-028-A</td>
<td>Dust, location 022, and debris.</td>
<td>Non-fibrous material.</td>
<td>None Detected</td>
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<tr>
<td>S#787-028-A</td>
<td>Dust, location 022, and debris.</td>
<td>Mineral Wool.</td>
<td>50-75%</td>
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<tr>
<td>S#787-028-A</td>
<td>Dust, location 022, and debris.</td>
<td>Non-fibrous material.</td>
<td>&gt;75%</td>
</tr>
</tbody>
</table>

**PREPARED FOR:** Mark Bailey

**ANALYST:** [Signature]

**DATE:** July 10, 2007

**LAB REFERENCE NO.:** NLB 421
APPENDIX II

LEAD ANALYTICAL RESULTS
**MAXXAM JOB #: A769553**  
Received: 2007/07/06, 10:05

Sample Matrix: Paint  
# Samples Received: 15

<table>
<thead>
<tr>
<th>Analyses</th>
<th>Quantity</th>
<th>Date Extracted</th>
<th>Date Analyzed</th>
<th>Laboratory Method</th>
<th>Method Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Paint Available, OES</td>
<td>15</td>
<td>N/A</td>
<td>2007/07/11</td>
<td>ATL SOP 0025 R2</td>
<td>Attest to USEPA 5010B</td>
</tr>
</tbody>
</table>

Encryption Key: [Signature]  
12 Jul 2007 12:41:23-04:00

Please direct all questions regarding this Certificate of Analysis to your Project Manager:

SHARLENE BAIRED, Project Manager  
Email: sharlene.baired.reports@maxxamanalytics.com  
Phone: (902) 420-0203

Maxxam has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per section 5.10.2 of ISO/IEC 17025:2005(E), signing the reports. SCC and CASAL have approved this reporting process and electronic report format.

Total cover pages: 1
## ELEMENTS BY ATOMIC SPECTROSCOPY (PAINT)

<table>
<thead>
<tr>
<th>Maxxam ID</th>
<th>T32829</th>
<th>T32830</th>
<th>T32831</th>
<th>T32832</th>
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</thead>
<tbody>
<tr>
<td>COC Number</td>
<td>14419</td>
<td>14419</td>
<td>14419</td>
<td>14419</td>
</tr>
<tr>
<td>Units</td>
<td>87627-001-L</td>
<td>87627-001-L</td>
<td>87627-001-L</td>
<td>87627-001-L</td>
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<tr>
<td></td>
<td>GREY</td>
<td>GREY</td>
<td>GREY</td>
<td>GREY</td>
</tr>
<tr>
<td>RDL</td>
<td>67637-093-L</td>
<td>67637-093-L</td>
<td>67637-093-L</td>
<td>67637-093-L</td>
</tr>
<tr>
<td>QC Batch</td>
<td>RDL</td>
<td>QC Batch</td>
<td>QC Batch</td>
<td>QC Batch</td>
</tr>
</tbody>
</table>

### Available Lead (Pb) mg/kg

- **Available Lead (Pb) mg/kg**
  - T32829: 2500
  - T32830: 690
  - T32831: 50
  - T32832: 60000
  - ND: Not detected

- **RDL** = Reportable Detection Limit
- **QC Batch** = Quality Control Batch

---

## ELEMENTS

<table>
<thead>
<tr>
<th>Maxxam ID</th>
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<th>T32830</th>
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<td>14419</td>
<td>14419</td>
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<td>WHITE</td>
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<td></td>
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<td>Lab-Gray</td>
<td>Lab-Gray</td>
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<td>RDL</td>
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<td>67627-093-L</td>
<td>67627-093-L</td>
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<td>QC Batch</td>
<td>QC Batch</td>
<td>QC Batch</td>
<td>QC Batch</td>
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</tbody>
</table>

### Available Lead (Pb) mg/kg

- **Available Lead (Pb) mg/kg**
  - T32829: 1000
  - T32830: ND
  - T32831: ND
  - T32832: 370
  - T32833: 1300
  - T32834: 50

- **ND** = Not detected
- **RDL** = Reportable Detection Limit
- **QC Batch** = Quality Control Batch

---

## ELEMENTS

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<td></td>
<td>PEACH</td>
<td>BLUE</td>
<td>BABY BLUE</td>
<td>WHITE EXT</td>
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<tr>
<td>RDL</td>
<td>67627-091-L</td>
<td>67627-091-L</td>
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<td>QC Batch</td>
<td>QC Batch</td>
<td>QC Batch</td>
<td>QC Batch</td>
<td>QC Batch</td>
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</table>

### Available Lead (Pb) mg/kg

- **Available Lead (Pb) mg/kg**
  - T32833: 1500
  - T32834: ND
  - T32835: 310
  - T32836: 50
  - T32837: 1800
  - T32838: 60

- **ND** = Not detected
- **RDL** = Reportable Detection Limit
- **QC Batch** = Quality Control Batch
# ELEMENTS BY ATOMIC SPECTROSCOPY (PAINT)

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<td>14419</td>
</tr>
<tr>
<td>Units</td>
<td>S7627-012-L</td>
<td>S7627-013-L</td>
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<tr>
<td></td>
<td>BROWN</td>
<td>OFF WHITE</td>
<td>614-EXT</td>
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<td></td>
<td>RDL OC Batch</td>
<td>OC Batch</td>
<td>OC Batch</td>
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<table>
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<th>mg/kg</th>
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<th>210</th>
<th>50</th>
<th>220000</th>
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<td>RDL = Reportable Detection Limit</td>
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</tr>
<tr>
<td>QC Batch = Quality Control Batch</td>
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<table>
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<tr>
<td>COC Number</td>
<td>14419</td>
</tr>
<tr>
<td>Units</td>
<td>S7627-015-L</td>
</tr>
<tr>
<td></td>
<td>GREY EXT</td>
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<td></td>
<td>RDL OC Batch</td>
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<table>
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<th>mg/kg</th>
<th>130</th>
<th>50</th>
<th>1296199</th>
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<tbody>
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<td>RDL = Reportable Detection Limit</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>QC Batch = Quality Control Batch</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Batch</td>
<td>Nom Init</td>
<td>QC Type</td>
<td>Parameter</td>
<td>Date Analyzed</td>
<td>Value</td>
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<td>----------</td>
<td>-------------</td>
<td>--------------</td>
<td>---------------</td>
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<tr>
<td>1296159 MLB</td>
<td>T32630-01</td>
<td>MATRIX SPIKE</td>
<td>Available Lead (Pb)</td>
<td>2007/07/11</td>
<td>84 %</td>
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<td>CC STANDARD</td>
<td>Available Lead (Pb)</td>
<td>2007/07/11</td>
<td>99 %</td>
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<td>Spiked Blank</td>
<td>Available Lead (Pb)</td>
<td>2007/07/11</td>
<td>87 %</td>
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<td>Method Blank</td>
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<td>RPD [T32630-01]</td>
<td>Available Lead (Pb)</td>
<td>2007/07/11</td>
<td>NC</td>
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ND = Not detected
NC = Non-calcuable
RPD = Relative Percent Difference
QC Standard = Quality Control Standard
SPIKE = Fortified sample
APPENDIX III

HEAVY METALS ANALYTICAL RESULTS
Attention: Mark Bailey  
Pinchin LeBlanc Environmental  
660 Topsail Rd  
Mount Pearl, NL  
A1N 3J7

Your Project #: 02-7827  
Your C.O.C. #: 14424

Report Date: 2007/07/12

CERTIFICATE OF ANALYSIS

MAXXAM JOB #: A769408  
Received: 2007/07/06, 10:04

Sample Matrix: Soil  
# Samples Received: 1

<table>
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<th>Quantity</th>
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<th>Date Analyzed</th>
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<th>Method Reference</th>
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<tbody>
<tr>
<td>Metals Solid Avail. MS - N-per</td>
<td>1</td>
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<td>2007/07/09</td>
<td>ATL SOP 00024 R3</td>
<td>Based on EPA2020A</td>
</tr>
</tbody>
</table>

Encryption Key: [Redacted]  
Date: 2007/07/06

Please direct all questions regarding this Certificate of Analysis to your Project Manager.

SHARLENE BAIRD, Project Manager  
Email: sharlene.baird.reports@maxxamanalytics.com  
Phone: (902) 420-0203

Maxxam has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per section 5.10.2 of ISO/IEC 17025:2005(E), signing the reports. SCC and CAEAL have approved this reporting process and electronic report format.
# ELEMENTS BY ATOMIC SPECTROSCOPY (SOIL)

<table>
<thead>
<tr>
<th>Element</th>
<th>mg/kg</th>
<th>LOQ</th>
<th>Method</th>
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<td>10</td>
<td>1294556</td>
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<tr>
<td>Available Antimony (Sb)</td>
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<td>1294556</td>
</tr>
<tr>
<td>Available Arsenic (As)</td>
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<td>2</td>
<td>1294556</td>
</tr>
<tr>
<td>Available Barium (Ba)</td>
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<td>1294556</td>
</tr>
<tr>
<td>Available Beryllium (Be)</td>
<td>ND</td>
<td>2</td>
<td>1294556</td>
</tr>
<tr>
<td>Available Boron (B)</td>
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<td>1294556</td>
</tr>
<tr>
<td>Available Cadmium (Cd)</td>
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<tr>
<td>Available Chromium (Cr)</td>
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</tr>
<tr>
<td>Available Cobalt (Co)</td>
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<tr>
<td>Available Copper (Cu)</td>
<td>69</td>
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<td>1294556</td>
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<tr>
<td>Available Iron (Fe)</td>
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<td>500</td>
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</tr>
<tr>
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<td>Available Nickel (Ni)</td>
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</tr>
<tr>
<td>Available Silver (Ag)</td>
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<tr>
<td>Available Strontium (Sr)</td>
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<td>Available Thallium (Tl)</td>
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<tr>
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<tr>
<td>Available Zinc (Zn)</td>
<td>39</td>
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</table>

ND = Not detected
RDL = Reportable Detection Limit
QC Batch = Quality Control Batch
GENERAL COMMENTS

Antimony recovery in the applicable digested reference material is 20% for worksheet # 1294556.

Results relate only to the items tested.
# Quality Assurance Report

Maxxam Job Number: DA768408

<table>
<thead>
<tr>
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<th>QC Type</th>
<th>Parameter</th>
<th>Date</th>
<th>Value</th>
<th>Recovery</th>
<th>Units</th>
<th>QC Limit</th>
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<tbody>
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<tr>
<td></td>
<td></td>
<td>Available Arsenic (As)</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Available Cadmium (Cd)</td>
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<td>Available Cobalt (Co)</td>
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<td></td>
<td></td>
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<tr>
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<td></td>
<td>Available Copper (Cu)</td>
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<td></td>
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<td></td>
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<td>Available Iron (Fe)</td>
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<td></td>
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<td></td>
<td>Available Lead (Pb)</td>
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<td>Available Manganese (Mn)</td>
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<td>2007/07/09</td>
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<td></td>
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<td>75 - 125</td>
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<td>mg/kg</td>
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| RPD   |       | Available Antimony (Sb) | 2007/07/09 | 4.1 | % | 35 |
|       |       | Available Arsenic (As) | 2007/07/09 | 6.4 | % | 35 |
|       |       | Available Barium (Ba) | 2007/07/09 | 7.6 | % | 35 |
|       |       | Available Beryllium (Be) | 2007/07/09 | NC | % | 35 |
|       |       | Available Beron (B) | 2007/07/09 | NC | % | 35 |
|       |       | Available Cadmium (Cd) | 2007/07/09 | NC | % | 35 |
|       |       | Available Chromium (Cr) | 2007/07/09 | 9.5 | % | 35 |
|       |       | Available Cobalt (Co) | 2007/07/09 | 3.5 | % | 35 |
|       |       | Available Copper (Cu) | 2007/07/09 | 4.8 | % | 35 |
|       |       | Available Iron (Fe) | 2007/07/09 | 5.7 | % | 35 |
|       |       | Available Lead (Pb) | 2007/07/09 | 13.3 | % | 35 |
|       |       | Available Manganese (Mn) | 2007/07/09 | 5.1 | % | 35 |
|       |       | Available Molybdenum (Mo) | 2007/07/09 | 5.1 | % | 35 |
|       |       | Available Nickel (Ni) | 2007/07/09 | 4.0 | % | 35 |
|       |       | Available Silver (Ag) | 2007/07/09 | 4.6 | % | 35 |
|       |       | Available Strontium (Sr) | 2007/07/09 | 4.4 | % | 35 |
|       |       | Available Thallium (Tl) | 2007/07/09 | NC | % | 35 |
|       |       | Available Uranium (U) | 2007/07/09 | 8.3 | % | 35 |
|       |       | Available Vanadium (V) | 2007/07/09 | 5.3 | % | 35 |
|       |       | Available Zinc (Zn) | 2007/07/09 | 5.6 | % | 35 |

ND = Not detected
NC = Non-calculable
RPD = Relative Percent Difference
QC Standard = Quality Control Standard
SPIKE = Fortified sample
(1) Low recovery due to digestion efficiency.
PHOTO 6 - ASBESTOS CONTAINING PIPE INSULATION IN BULKHEAD OF CAFETERIA DOWNSTAIRS (MINOR RAT DROP PRESENT)
Appendix B
Selenium Leachate
Your Project #: 02-02-492
Site: ST. THERESA'S ST. JOHN'S
Your C.O.C. #: 13520

Attention: Trent Hardy
Pinchin LeBlanc Environmental
27 Austin St
2nd Floor
St. John's, NL
A1B 4C3

Report Date: 2010/09/24

CERTIFICATE OF ANALYSIS

MAXAM JOB #: 8609545
Rec'd: 2010/09/16, 9:16

Sample Matrix: Leachate
# Samples Received: 1

<table>
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<tr>
<th>Analys</th>
<th>Quantity</th>
<th>Date Extracted</th>
<th>Date Analyzed</th>
<th>Laboratory Method</th>
<th>Method Reference</th>
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<tr>
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Sample Matrix: Paint
# Samples Received: 1

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<th>Laboratory Method</th>
<th>Method Reference</th>
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Sample Matrix: Soil
# Samples Received: 1

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<tbody>
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* RPP calculated using raw data. The rounding of final results may result in the apparent difference.

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</tbody>
</table>

Please answer all questions regarding this Certificate of Analysis to your Project Manager.

MARIENITY,
E-mail: sarah.kenny@maxxamanalytics.com
Phone: (920) 429-0203

Page 1 of 7
Your Project #: 02-02-492
Site: ST. THERESA'S ST. JOHN'S
Your C.O.C. #: 13520

Attention: Trent Hardy
Pinchin LeBlanc Environmental
27 Austin St
2nd Floor
St. John's, NL
A1B 4C3

Report Date: 2010/09/24

CERTIFICATE OF ANALYSIS
-2-
Maxxam has procedures in place to guard against improper use of the electronic signature and have the required "signatories", as per section 5.10.2 of ISO/IEC 17025:2005(E), signing the report. For Service Group specific validation please refer to the Validation Signature Page.
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ND = Not detected  
RDL = Reportable Detection Limit  
QC Batch = Quality Control Batch
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**ATLANTIC TCLP LEACHATE + METALS (SOIL)**

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<td>Final pH</td>
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Pinchini LeBlanc Environmental  
Client Project #: 02-02-492  
Project Name: ST. THERESA'S ST. JOHN'S
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**Units**: 82-02-492-L861
**RDL**: QC Batch

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| **RDL = Reportable Detection Limit**
| **CQC Batch = Quality Control Batch** |
GENERAL COMMENTS

Results relate only to the items tested.
Pinchin LeBlanc Environmental  
Attention: Trent Hardy  
Client Project #: 02-02-482  
P.O. #:  
Project name: ST. THERESA'S ST. JOHN'S

Quality Assurance Report  
Maxxam Job Number: DB0C8545

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<td>91</td>
<td>%</td>
<td>75-125</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>QC Standard</td>
<td>Available Lead (Pb)</td>
<td>2010/09/22</td>
<td>94</td>
<td>%</td>
<td>75-125</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Spiked Blank</td>
<td>Available Lead (Pb)</td>
<td>2010/09/22</td>
<td>92</td>
<td>%</td>
<td>75-125</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Method Blank</td>
<td>Available Lead (Pb)</td>
<td>2010/09/22</td>
<td>ND, RDL=50</td>
<td>mg/kg</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RPD</td>
<td>Available Lead (Pb)</td>
<td>2010/09/22</td>
<td>NC</td>
<td>%</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2274815 JWH</td>
<td>Method Blank</td>
<td>Sample Weight (as received)</td>
<td>2010/09/23</td>
<td>50</td>
<td>g</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2275323 KGU</td>
<td>Method Blank</td>
<td>Leachable Selenium (Se)</td>
<td>2010/09/23</td>
<td>ND, RDL=20</td>
<td>ug/L</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Duplicates: Panned analysis of a separate portion of the same sample. Used to evaluate the variance in the measurement.
Matrix Spike: A sample to which a known amount of the analyte of interest has been added. Used to evaluate sample matrix interference.
QC Standard: A blank matrix to which a known amount of the analyte has been added. Used to evaluate analyte recovery.
Spiked Blank: A blank matrix to which a known amount of the analyte has been added. Used to evaluate analyte recovery.
Method Blank: A blank matrix containing all reagents used in the analytical procedure. Used to identify laboratory contamination.
NC (RPD): The RPD was not calculated. The level of analyte detected in the parent sample and its duplicate was not sufficiently significant to permit a reliable calculation.
APPENDIX ‘C’

ASSOCIATED DRAWINGS
- First Floor Plan & Basement Plan
- Second Floor Plan
- Third Floor Plan
- Site Plan
Memo

To: Accounts
From: Paul Crotty
CC: 
Date: 2011/03/21
Rx: Project # 400947001 - Removal and Disposal of Hazardous Materials and Demolition/Removal of St. Teresa's School, Mundy Pond Rd. St. John's, NL.

Please deposit the attached Certified Cheque # 2435, in the amount of $21,450.00, received from Star Realty Ltd. C/O T. Penney into consolidated tender account

From the desk of...
Paul Crotty
Program Coordinator
Transportation & Works
Tendering & Contracts
P.O. Box 8700,
Ground Floor, Confederation Bldg.
East Block
St. John's, NL. A1B 4J6
Ph: 709-729-2017
Fax: 709-729-6729
crottyp@gov.nl.ca
Memo

To: Accounts
From: Paul Crofty
CC:
Date: 2011/04/04
Re: Project # 400947001 - Removal and Disposal of Hazardous Materials and Demolition/Removal of St. Teresa's School, Mundy Pond Rd. St. John's, NL.

Please deposit the attached Bank Draft # 42923255/6-516, in the amount of $15,687.50, received from Star Realty Ltd. C/O T. Penney into consolidated tender account

From the desk of...
Paul Crofty
Program Coordinator
Transportation & Works
Tendering & Contracts
P.O. Box 8700,
Ground Floor, Confederation Bldg.
East Block
St. Johns, NL A1B 4J6
Ph: 709-729-2017
Fax: 709-729-6729
crofty@negov.nl.ca
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

TENDER/CONTRACT TITLE: CLEANING SERVICES
SERVICE CONTRACT NO: CLEA14101
TENDER CLOSING DATE & TIME: /24/2011, 2011 3:00 pm

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL, A1B 4J6

OWNER:
Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR'S NAME: Kellaway Construction Ltd
CONTRACTOR'S ADDRESS: 1388 posts lane St. John's

POSTAL CODE: A1C 5V7
TELE: 895-6552 FAX: 895-6554
EMAIL:

Rev. November 2008 TENDER/CONTRACT FORM p 1 of 4
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders, Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: 7

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. **This Section is to be completed by Contractor**

**SIGNATURE OF TENDERER:**

[Signature]

**Company Name:**

[Company Name]

[Signature]

**Company Address:**

[Address]

**Signing Officer:**

[Signature]

**Title:**

[Title]

**Corporate Seal:**

**Witnessed by:**

[Signature]

**Date:**

[Date]

5. **FOR DEPARTMENTAL USE ONLY**

**DOCUMENTATION RECEIVED AND COMPLETED**

Confirmed on behalf of the Owner

[Signature]

**Title:**

[Title]

**Witnessed by:**

[Signature]

**Date:**

[Date]
# APPENDIX A - TENDER PRICE TABLE
CLEA14101 - CLEANING SERVICES

## SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 Confederation Building, East and West Blocks (including connecting link and Day Care Centre and Annex, St. John's)</td>
<td></td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>1.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.03</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.04</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.05</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11 SubTotal Lump Sum Price per Contract (Sum lines 1.01 to 1.10)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SECTION 2 Unit Price Component

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01 Extra Unit Rate Work</td>
<td></td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>2.02 Snow Removal</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2.03 SubTotal Unit Price (Sum of Lines 2.01-2.02)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Estimate only for evaluation purposes. Payment will be based on actual hours authorized and worked.

## SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01 Lump Sum Price Component (Insert Total from Section 1)</td>
<td></td>
</tr>
<tr>
<td>3.02 Unit Price Component (Insert Total from Section 2)</td>
<td></td>
</tr>
<tr>
<td>3.03 SubTotal (Sum lines 3.01 - 3.02)</td>
<td></td>
</tr>
<tr>
<td>3.04 Harmonized Sale Tax (HST) (Multiply Line 3.03 by 13%)</td>
<td></td>
</tr>
<tr>
<td>3.05 Total Tender Amount (Sum lines 3.03 - 3.04)</td>
<td></td>
</tr>
</tbody>
</table>

Refer to the Supplementary Instructions to Bidders for completion of this form.

---

Rev: November 2008

TENDER/CONTRACT FORM p. 4 of 4
TRANSPORTATION AND WORKS

TENDER BOOK

TENDER NO. 0134-10POF

Closing Noon: Friday February 11, 2011

LEWISPORTE – PORTS NORTH TO NAIN FREIGHT VESSEL SERVICE

January 4, 2011

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
Table of Contents:
Tender for Lewisporte – Ports North to Nain Freight Vessel Service

TABLE OF CONTENTS

1. TENDER TITLE PAGE
2. TABLE OF CONTENTS
3. NOTICE TO TENDERERS
4. INSTRUCTIONS TO TENDERERS
5. TENDER FORM
6. SUPPLEMENTARY GENERAL CONDITIONS
7. SERVICE SCHEDULE
8. GENERAL CONDITIONS
9. DEFINITIONS
10. FORM OF AGREEMENT
11. PROTOCOLS FOR SECURITY OF GOVERNMENT INFORMATION ON INFORMATION TECHNOLOGY – ASSETS OF CONTRACTORS
12. MEMORANDUM OF UNDERSTANDING RE SHIP AND SHORE BASED SERVICES
Notice to Tenderers:

**Tender for Lewisporte – Ports North to Nain Freight Vessel Service**

**NOTICE TO TENDERERS**

1. The closing time and date of this tender is as indicated on the cover of this document or as amended by the Department. The tender opening will take place immediately after in the Department’s Board Room.

2. Tenderers are advised the FAX NUMBER at Tendering and Contracts is 709-729-6729.

3. Tenderers must legibly complete the Tender Form of the Tender Document in its entirety before submitting their Tender.

4. Schedule of Minimum Wage Rates applying to this Contract shall be the latest version approved by the Government of Newfoundland and Labrador.

5. Tenderers must include with each Tender the required Tender Security as indicated in the Tender Documents.

6. Tenderers must identify the Vessel being tendered with each Tender, including details of the Vessel’s specifications.

7. Any inquiries regarding this Tender Document should be directed to:

   Mr. Doug Shea, Manager of Marine Services
   Department of Transportation and Works
   P.O. Box 8700, 6th Floor Confederation Building, West Block
   St. John’s, NL A1B 4J6
   Tel: (709) 729-3281   Fax: (709) 729-3440

8. Tenderers are advised when making each Tender the COMPLETE TENDER FORM for the Service being tendered MUST BE RETURNED. An altered Tender Form originally issued for another tender will not be accepted as a Tender.

9. Your tender submission must also include all other requirements as identified in this Tender Document.

10. It is the responsibility of Tenderers to ensure that they have received all relevant information and addenda. The Department shall not be responsible for Tenderers who fail to inform themselves regarding the scope and nature of the Work.
INSTRUCTIONS TO TENDERERS
INSTRUCTIONS TO TENDERERS

1. TENDER SUBMISSION

Tender responses are to be submitted in a sealed package clearly identifying the Tender Number and the Tender Name as shown on the Tender Form. The name and address of the Tenderer and the closing time and date must be shown on the envelope.

Tenders shall be addressed and delivered as follows by the Tenderer (hand, mail, or courier) and received no later than the exact closing time.

Deputy Minister  
c/o Tendering and Contracts  
Department of Transportation and Works  
Ground Floor, West Wing Confederation Bldg., East Block  
P.O. Box 8700, St. John's, NL A1B 4J6

Tenders submitted via facsimile transmission are not acceptable and shall not be considered. Tenderers must provide the original tender security as specified; a faxed copy of the tender security is not acceptable.

Tenders received after the tender closing time shall not be considered.

The Form of Agreement is included in the Contract Documents at the time of tendering for the purpose of information to Tenderers and shall not be completed at the Time of Tendering. Before submitting a Tender, tenderers shall carefully examine the Contract Documents and the proposed Service and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the Contract Documents will be considered for any Tenderer who had failed to become familiar with all aspects of the work. The Owner will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.

2. TENDER CLOSING

The tender closing time is as per the time and date on the cover of this document or as amended by the Department. Tenders will be publicly opened at the Department Board Room immediately after the tender closing time.
Instructions to Tenderers:

Tender for Lewisporte – Ports North to Nain Freight Vessel Service

3. **TENDER FORM**

   a) Tenders shall be submitted on the Tender Form included herewith.

   b) The Tender Form must be completed in its entirety and must be legible.

4. **TENDER SECURITY**

   a) A Tender Security in the amount of $50,000.00 (Canadian Funds) shall accompany each tender. This security shall be in the form of either:

      i) a Tender bond (original only) in proper form and issued by a Surety Company licensed to do business in the Province of Newfoundland and Labrador; or

      ii) a certified cheque, money order, irrevocable letter of credit or bank draft from a recognized financial institution registered or authorized to do business in the Province, made in favour of, or made payable to, the Newfoundland and Labrador Exchequer Account.

   Cash shall not be accepted as a form of Tender Security.

   b) The Tender Security shall be forfeited to and become the property of the Department at its discretion if the potential successful tenderer, determined in accordance with the Public Tender Act and the terms of this Tender Document, fails to execute the Form of Agreement within the 14 days after having been issued a Letter of Acceptance or fails to provide the required Commencement and Performance Securities, the required ice class approval from Transport Canada and/or any other requisite documentation within the period specified.

   c) The Department’s rights respecting the Tender Security shall be in addition to, and not in substitution for or limitation of, any other rights it may have as a result of the default of a Tenderer.

   d) Tender Securities of unsuccessful Tenderers shall be returned upon expiration of the Tender Validity Period as defined under this Tender Document. The Tender Security shall be returned to the successful Tenderer following receipt by the Department of the Commencement and Performance Securities, the required ice class approval from Transport Canada and/or any and other requisite documentation after the execution of the Form of Agreement.
5. TENDER DOCUMENTS

a) The Tender Documents consist of the Tender Title Page, Table of Contents, Notice to Tenderers, Instructions to Tenderers, Tender Form, Supplementary General Conditions, Service Schedule, General Conditions, Definitions, Form of Agreement and any Amendments to the Contract Documents issued during the tender period.

b) Every interpretation or addition to the Contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written addendum.

c) No addendums will be issued less than five (5) days prior to the closing date of the Tender.

6. UNACCEPTABLE TENDERS

The following shall be considered as unacceptable and shall not be considered:

i) Tenders received after the tender closing time;
ii) Electronically submitted or e-mailed tenders;
iii) Facsimile tenders subject to the provisions and exceptions of Clause 8;
iv) Tenders not accompanied by the required Tender Security;
v) Tenders containing qualifications, conditions or clauses additional to the Tender Form; or
vi) Tenders not submitted on the Tender Form provided.

7. DEFECTIVE TENDERS

Incomplete tenders may be rejected if, in the opinion of the Department, the defect is material. Tenderers hereby acknowledge and agree, by submitting a tender, that the Department’s determination of whether a defect is material is final, with respect to either its tender or the tender of any other Tenderer, and shall not be made the subject of judicial review.

8. AMENDMENT TO/WITHDRAWAL OF TENDERS

Amendments to a Tender will be permitted up to the Tender Closing Time. Amendments documented by facsimile shall be acceptable. Amendments shall be signed by a signing officer who signed the Tender Form or an authorized company representative. Facsimile amendments shall be made to fax #: (709) 729-6729 Tendering and Contracts. No amendments to the Tender submission shall be permitted subsequent to Tender Closing.

Tenders may be withdrawn without penalty by written request, signed by a company representative or by the Tenderer indicated on the Tender Form, if received prior to the
Instructions to Tenderers:

Tender for Lewisporte - Port North to Nain Freight Vessel Service

Tender Closing.

9. ADDITIONS, DELETIONS AND ADDENDA

a) Any changes to this Tender Document shall be issued to all those whose names and addresses are registered as recipients of this Tender Document.

b) During the tendering period, any required additions or amendments to, deletions from, or alterations to this Tender Document shall be issued in the form of an addendum. All such addenda shall become a part of this Tender Document.

c) The onus is on the Tenderer to ensure that all addenda issued during the Tendering period, including addenda bound into this Tender Document, have been received by contacting Tendering and Contracts prior to tender submission. The Department of Transportation and Works shall not be responsible to verify that Tenderers have received all addenda. Tenderers who fail to inform themselves of the full requirements and scope of this Tender Document do so entirely at their own risk.

10. ACCEPTANCE OF TENDERS

a) The Department may reject any and all tenders and the lowest or any tender shall not necessarily be accepted. The Department reserves the right to not proceed further following the release of the Tender Document or to cancel the tender process at any time thereafter. The Department shall not be bound to consider, process, or accept any submission or tender whatsoever and notwithstanding the evaluation criteria provided herein, may choose to reject any or all submissions or tenders which it receives in response to this Tender Document at its sole, unfettered and absolute discretion. The Department shall not be liable to defray the costs of any Tenderer as a result of its exercise of its rights under this section.

b) Tenders shall be irrevocable and remain in effect for a period of ninety (90) days (the "Tender Validity Period") from the Tender closing date and time regardless of whether or not another tender is accepted in the meantime.

c) The Department shall notify the potential successful Tenderer of the intent to enter into a Contract through issuance of a Letter of Acceptance within the tender validity period. The Department reserves the right to set such conditions precedent as it deems necessary in any Letter of Acceptance, which the Contractor shall be required to comply with prior to any Contract coming into effect.

d) Within fourteen (14) days of the award of the Contract by Letter of Acceptance the successful Tenderer shall execute the Form of Agreement.
11. **HST EXEMPTION**

Tenderers are advised that Government is not exempt from the Harmonized Sales Tax (HST). The price quoted by a Tenderer on the Tender Form shall not include the HST. HST will be added at the invoicing stage.

12. **IDENTIFICATION OF VESSEL TO BE PROVIDED**

Each Tender Form must specify the Vessel to be provided and the successful Tenderer must provide that specified vessel. A Tenderer wishing to offer more than one vessel shall submit a separate tender together with the requisite securities and documentation for each such vessel. Tenderers shall provide all relevant Vessel data including General Arrangement Drawings and a Transport Canada Survey printout if issued.

13. **COMPLIANCE WITH TENDER REQUIREMENTS**

Before accepting any tender or entering into an Agreement, the Department will inspect the Vessel and will require verification, to the satisfaction of the Department that the Vessel conforms, or by the scheduled commencement date will conform, to the requirements specified in this Tender Document.

14. **TENDER EVALUATION**

Tenders will be evaluated using the Tender Form set forth in this Tender Document.

15. **INQUIRIES DURING TENDERING**

Requests for further clarification of this Tender Document shall be made in writing to the contact person as identified in the Notice to Tenderers.

Inquiries regarding this Tender Document shall be received not less than ten (10) days prior to the tender closing date to allow sufficient time to provide a response. Inquiries received after this date will not be addressed.

To ensure consistency and quality in the information provided to Tenderers, Tendering and Contracts will provide, by way of amendment to this Tender Document in the form of an addendum to all Tenderers who are registered as recipients of the Tender Documents, any relevant information with respect to tender inquiries received in writing without revealing the source of those inquiries. No interpretations or explanations shall be considered part of this Tender Document or shall be binding on the Department unless issued as addenda in writing.

It is the responsibility of Tenderers to ensure they receive all addenda relative to this Tender Document. The Department shall not be responsible for or liable to Tenderers who fail to
Inform themselves regarding the scope and nature of the work.

Proprietary information identified as such by the Tenderer shall be reasonably protected from release; however, the Department accepts no liability for exposure or release of proprietary information. Tenderers are cautioned and reminded that the Department is subject to the terms and conditions of the Access to Information and Protection of Privacy Act and any successor legislation.

Verbal responses to any inquiry are not binding on either party.

16. ATLANTIC PROCUREMENT AGREEMENT

Acquisitions within the defined thresholds will be subject to the terms and conditions of the Memorandum of Agreement, Reduction of Interprovincial Trade Barriers, Government Purchasing ("The Atlantic Procurement Agreement").
TENDER FORM
TENDER FORM

TENDER FOR: Lewisporte – Ports North to Nain Freight Vessel Service

TENDER FROM: Great Lakes Feeder Lines ULC, 3425 Harvey Rd. Suite 208A Burlington, ON L7N 9N1

TO: Deputy Minister
   c/o Tendering and Contracts
   Department of Transportation and Works
   Ground Floor, West Wing Confederation Bldg., East Block
   P.O. Box 8700, St. John’s, NL A1B 4J6

THE UNDERSIGNED

A) Offers to supply and operate the Vessel [insert name of specified Vessel] for the Service described in this Tender Document.

B) Vessel Daily Rate

Tenders the following Vessel Daily Rate for provision of the Freight Service (exclusive of fuel – fuel to be provided by the Department) described in this Tender Document for the period to tentatively start June 12th and to tentatively end November 30th (yearly operating season) for each of the years 2011, 2012, 2013, 2014 and 2015.

YEAR 1: VESSEL DAILY RATE $ 13,500.00

(DURING THE TERM OF THE CONTRACT, THE VESSEL DAILY RATE WILL BE INCREASED BY THE AVERAGE CPI (ST. JOHN’S) OR 3%, WHICHEREVER IS THE LESSER, ANNUALLY ON THE ANNIVERSARY DATE OF COMMENCEMENT.)

This rate is exclusive of fuel costs and HST. HST shall be added at the invoicing stage.
C) Cost of Yearly Operating Season

Vessel

Daily Rate $13,600.00 × 153 Days = $2,114,400.00 Per Yearly Operating Season

This rate is exclusive of HST. HST shall be added at the invoicing stage. In the case of an error in the extension of prices, the Vessel Daily Rate will govern.

The number of operating days in the operating season is assumed for the purpose of this calculation to be 153 days; the actual length of the operating season may prove to be greater or less depending on ice conditions, however the department guarantees 153 days as a minimum.

D) Acknowledges receipt of the following addenda:

None or,

# 1, dated Feb 3, 2011
# 2, dated Feb 21, 2011
# __________, dated.
EXECUTION BY THE TENDERER

Great Lakes Feeder Lines LLC
Name of Tenderer (Person or Firm)
905-315-5046
Telephone Number

3125 Hanover Rd., Suite 268A
Address
905-315-5047
Fax Number

Burlington, Ontario, Canada

L7N 3N1
Postal Code

evan@glfl.ca
E-mail

Signature

Aldert Van Meeuwen, President
Name & Title (Print)

Signature

Samuel & Simon, Vice President
Name & Title (Print)

Corporate Seal
SUPPLEMENTARY GENERAL CONDITIONS
SUPPLEMENTARY GENERAL CONDITIONS

1. GENERAL

In Labrador there is a requirement to service various coastal communities from Black Tickle to Nain with a container/freight Vessel to carry freight to and from the primary terminal ports of Lewisporte and Goose Bay. Further details of the Service will be provided as described in the Tender Document. Both the start and finish dates of the operating season will be subject to ice conditions.

Contractors must perform all necessary tasks, activities and responsibilities to provide the Service as described within this Tender Document. In particular this includes, inter alia, to supply, operate, crew, maintain and provide the container/freight Vessel as described within this Tender Document.

The Contractor is required to ensure that its Vessel can safely dock at each of the required ports and is also responsible for the loading and off-loading of freight at each of the non-terminal ports. The onus is on the contactor to fully inform themselves of the existing conditions and limitations of the Lewisporte – Ports North to Nain Freight Vessel Service. Contractors are cautioned that it is their responsibility to familiarize themselves with the areas of operation and the hazards to or other conditions which may affect navigation within the areas of operation. All travel arrangements and costs relative to any site visitation(s) are the responsibility of Bidders and prospective Bidders.

Bidders should note that the Department is currently preparing separate tenders for the operation of: i) the M/V Northern Ranger, ii) the M/V Sir Robert Bond and iii) the Administration of Shore Based Operations. The Administrator of Shore Based Operations will be responsible for the administration of all freight operations and passenger/vehicle services carried out by the three (3) vessels including this tendered freight Vessel.

The Administrator of Shore Based Operations is responsible for managing all ports, passenger services, stevedoring services, freight management and delivery of freight to the freight Vessel for loading, wharfinger services and the passenger reservation system. The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service should familiarize itself with the duties and responsibilities of the Administrator of Shore Based Operations to avoid any conflict and confusion. In this regard, the Administrator of Shore Based Operations will draft a vessel loading plan based on freight demand (considering sequencing for offloading freight along the Labrador coast) for approval by the freight Vessel Contractor. For the terminal ports of Lewisporte and Goose Bay, the freight Vessel Contractor is responsible for reviewing and approving the Vessel loading plan proposed by the Administrator of Shore Based Operations; and ensuring that the proposed loading plan is acceptable and safe from a weight and stability perspective and for overall Vessel safety. The Administrator of Shore Based Operations will load the Vessel in the primary terminal ports of Lewisporte and Goose Bay in accordance with the approved Vessel loading plan and
under the direction of the Vessel crew.

The freight Vessel Contractor is responsible for securing all cargo for safe transit. Care and custody of the freight will be the responsibility of the freight Vessel Contractor as soon as the freight is placed on deck in accordance with the approved Vessel loading plan.

The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service is responsible to oversee the loading of freight onto the Vessel by the Administrator of Shore Based Operations at the primary terminal ports of Lewisporte and Goose Bay. The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service must detail and record the condition and/or damage of the freight loaded on-board the Vessel as the freight becomes the responsibility of the Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service until the freight is off-loaded at its destination port and accepted by the Administrator of Shore Based Operations. The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service is responsible for any damage to freight which occurs from the time the freight is accepted from the Administrator of Shore Based Operations up to and including the acceptance of the freight by the Administrator of Shore Based Operations at the destination port. Other than the primary terminal ports of Lewisporte and Goose Bay the Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service is responsible for the loading and off-loading of the freight at all other ports.

2. THE TERM/RENEWAL

a) The Contract will provide for the supply and operation of a container/freight Vessel (the "Vessel") for the period to tentatively start June 12th and to tentatively end November 30th (yearly operating season) for each of the years 2011, 2012, 2013, 2014 and 2015. Provided that in each year of this agreement, upon receiving a five (5) day written notice from the Department, the Contractor will have the Vessel prepared and ready to operate, starting the service from the Port of Lewisporte as early as June 1st or such other date thereafter, as maybe identified in the notice. To accommodate variations in the length of the operating season (such as a seasonal extension), the Contractor will be paid the Vessel Daily Rate accordingly. During the term of this Agreement, the Department guarantees 153 days per annum on hire during the term for which the Contractor shall be paid pursuant to the Vessel Daily Rate of the Tender Form. The period stated herein shall constitute the “Annual Guarantee Period”.

b) Notwithstanding the Annual Guarantee Period, in the case where less than 153 days are worked, owing to mechanical problems or other causes attributable to the fault, negligence, action or inaction of the Contractor, its employees, representatives, servants or agents, then only the actual number of days worked shall be invoiced as provided in the Tender Documents at the stipulated daily rate. The Contractor shall have no claim against the Department as a result hereof.

c) Upon the giving of a ninety (90) day written notice to the Contractor, prior to the expiry of the present Agreement, the Department, at the Department’s sole discretion, has the option to renew this Agreement for up to a further five (5) year period on an annual basis or any part
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thereof. The renewal is on the same terms and conditions as apply to this Agreement, except as to the renewal option. The Department may exercise such unused renewal period as may remain of the five (5) year renewal period even though it has exercised renewal rights in the first instance for a lesser period, upon the giving of a further 90 day written notice to the Contractor.

3. THE SERVICE

a) The Vessel shall operate in accordance with the Schedule within the Tender Documents. The Service shall provide for the expeditious transportation of containers and freight to the maximum certified capacity of the Vessel. Subject to the statutory requirements for the Vessel, all traffic offered is to be accepted within the limitations of the Vessel and at the discretion of the Master. The intent of this Service is for the sole purpose of carrying freight, no passengers will be permitted on the Vessel.

b) Payment shall be made at the Vessel Daily Rate provided in the Tender Form. The amount Tendered shall include, but is not limited to all applicable taxes, royalties, custom duties, foreign exchanges, transportation, travelling costs, all overhead and profits, fringe benefits, all coordination fees, insurance premiums and all other relevant charges to the Tenderer. Harmonized Sales Tax (HST) payable by the Department shall not be included in the submitted price. HST shall be applied at the invoicing stage.

c) Should the Service fall behind schedule, notwithstanding the reason or cause, the Contractor must make arrangements to get back on schedule as quickly as possible and shall advise the Department’s Representative and the Administrator of Shore Based Operations of the measures being taken to address the same. This may require, but is not limited to, increasing the Vessel’s operating speed and/or reducing the Vessel’s port duration time. Holding the Vessel for the next full cycle in the schedule will not be considered acceptable. No additional compensation shall be payable by the Department should changes to the service be required in order to get the Vessel service back on schedule.

If the Vessel is ready and available to complete a scheduled trip but is prevented from doing so by weather conditions, then the Contractor shall be credited with having made that trip and payment made accordingly. If the scheduled service is missed due to weather, the Department reserves the right to provide additional service if necessary to clear any backlogs at no additional cost.

d) The rates will be applied to a seven (7) day per week operation.

e) In the event of dispute between the parties to this Agreement as to their rights and
obligations thereunder, the Contractor shall carry out the Service in accordance with
the direction and decision of the Department until such dispute shall have been
resolved.

f) The Contractor will supervise, perform and be responsible for the loading, off
loading and other handling of freight in accordance with S.G.C. 20 Freight Services.

g) The Contractor will compile and provide to the Administrator of Shore Based
Operations operational/statistical data as required by the Department.

4. SERVICE SCHEDULE

The Service shall operate in accordance with the Service Schedule within the Tender
Documents. The start and finish of the yearly operating season is to be in the port of
Lewisporte.

The Department may make changes to the Schedule within the Tender Documents, including
ports of call. The Vessel is considered chartered on a twenty-four (24) hour daily basis.

5. THE VESSEL

5.1 Vessel Requirements

The Container/Freight Vessel shall meet the following requirements:

a) Vessel shall be Ro/Ro fitted with a bow or stern loading ramp of suitable length and
   width to safely operate in all tidal ranges in all operating ports. It is the Departments
   estimate that the ramp be a minimum eight (8) meters in length. Access to the Vessel
   for freight and vehicles shall be minimum six (6) meters in width and minimum 4.5
   meters in height.
   Vessel must have a minimum total freight capacity of:
   - 110 Twenty Foot Equivalent Units (TEU’s)
   - 850 tonnes cargo tonnage

   Onboard crane with a minimum lifting capacity of 20 tonnes to work container traffic
   at all ports of call; freight handling gear to be included; Vessel to handle both TEU’s
   and Forty Foot Equivalent Units (FEU’s).

   Vessel speed must be capable of maintaining the schedule outlined in the Service
   Schedule of the tender document.

   Vessel must to be fitted with adequate container twist locks, cargo lashings and
   lifting gear to accommodate containers and freight.

   Vessel shall be able to accommodate mobile/mini homes with dimensions up to 20
The Vessel must have required Ice Classification: Transport Canada regulates and authorizes the operation of vessels in sea ice areas. It is the responsibility of the Contractor to obtain the necessary approvals from Transport Canada to operate the Vessel on the Lewisporte – Port North to Nain Freight Vessel Service seasonally during the shipping season which is estimated to extend from mid June to the end of November. The Department recognizes and concurs that the start and finish of the shipping season is subject to ice conditions.

The Contractor’s Vessel should expect to encounter local ice conditions. The Contractor must be prepared to operate the Vessel should local ice be experienced.

The Department shall not be responsible for any damages resulting to the Contractor’s Vessel due to operation in these local ice conditions.

Full certification of Transport Canada is required for operation of the Service. The Vessel must comply with all Transport Canada Marine Safety Directorate requirements. Such compliance must be in effect, or the Department must be satisfied that it will be in effect prior to the commencement date for the Service.

The Contractor must supply a current copy of all Vessel certificates and all associated SI7 lists to the Department prior to entering into and throughout the Agreement.

b) The Vessel must be able to operate safely in all ports and it is up to the tenderer to verify that the Vessel offered can do so. Based on previous experience, it is the Department’s opinion that this is a vessel of approximately 90 meters maximum length and 4.5 meters maximum draft.

c) The Vessel must be painted in accordance with a Department approved colour scheme and it must have the Government Brand placed on the outside of the Vessel in an area approved by the Department.

d) The Vessel shall be delivered to and accepted by the Department’s Representative at the Port of Lewisporte at the beginning and end of each operational season for the on-hire and off-hire survey. The survey will include the dipping of the fuel tanks to reconcile fuel volumes between the Department and the Contractor. The Vessel shall be tight, staunch, strong and sufficiently tackled, apparelled, furnished and equipped and in good running order, condition and repair. The Vessel shall be ready for service in accordance with the Tender Documents.

In assessing the Tender of any Tenderer, the Department may but shall not be obligated to issue a Letter of Award to a Contractor notwithstanding that the Vessel identified in the Tender does not strictly meet the requirements of this Clause 5.1 at the date of Tender
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5.2 Use and Operation

a) The Contractor shall have possession and control of the Vessel and shall man, victual, navigate, manage, operate and maintain the Vessel with the exception of fuel which will be paid directly by the Department at its own expense and by its own procurement throughout the term of the agreement.

b) During the term of the agreement, the Contractor shall employ the master, officers and crew of the Vessel (minimum requirements as outlined in the tender documents for the Vessel’s mode of operation) and covenants to pay the master’s, officer’s and crew’s wages when they become due and payable in the ordinary course of business. The Contractor shall ensure the master’s, officer’s and crew’s of the Vessel possess all qualifications required by law.

c) The Contractor shall not abandon the Vessel except in case of emergency and shall obey all provisions of law and any requirements made by insurance underwriters which govern the operation and shall not carry any cargo which might expose the Vessel to penalty, forfeiture or capture.

d) The rights of the Contractor under this agreement shall not be transferred, assigned, sold or mortgaged without the prior consent of the Department.

e) The Contractor shall pay all port and marine charges, pilotage and all other costs and expenses incidental to the use and operation of the Vessel, including shore power and water. There are no berthing and wharfage fees associated with Department owned facilities.

g) The Contractor shall pay and discharge, when due and payable from time to time, all taxes, assessments, charges, fines, duties, levies and penalties lawfully assessed, levied or charged on it or in respect of the Vessel arising by reason of the Contractor’s use, operation or maintenance of the same.

5.3 Maintenance

a) During the contract period, the Contractor, at its own expense, shall at all times maintain and preserve, or cause to be maintained and preserved, the Vessel in good running order and repair so that the Vessel shall be, insofar as due diligence can ensure, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and in every respect seaworthy and in good operating condition, and will keep or cause to be kept, the Vessel and machinery, boilers, appurtenances and spare parts, and in such condition as will comply with all applicable provisions of
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Transport Canada and the Canada Shipping Act, 2001. The Contractor annually, shall furnish to the Department applicable Transport Canada certificates.

b) The Vessel shall and the Contractor covenants that it will, at all times during the contract period, comply with laws, treaties, conventions, rules and regulations, and shall have on board, as and when required thereby, valid certificates to show compliance therewith.

c) The Contractor is required to maintain the Vessel in a high state of cleanliness and repair, including cosmetic appearance.

d) The Vessel, its systems and equipment shall be maintained in accordance with the manufacturer’s recommendations and the regulations of Transport Canada and the Classification Societies as applicable. The Department reserves the right to have personnel visit the Vessel on a regular basis to ensure that the Vessel is being adequately maintained in accordance with manufacturer’s recommendations and otherwise good normal maintenance procedures.

6. PERFORMANCE SECURITY AND LIQUIDATED DAMAGES

A Performance Security will be required in the amount of $1,000,000.00. The Performance Security is to be received within fourteen (14) days after the award of the Contract by the Letter of Acceptance and prior to or at the time of execution of the Form of Agreement. No work shall be undertaken until the Performance Security has been received by the Department.

The Security shall be in the form of either a bond in proper form and issued by a Surety Company licensed to do business in the Province of Newfoundland and Labrador, or a certified cheque, money order, irrevocable letter of credit or bank draft from a financial institution registered or authorized to do business in the Province of Newfoundland and Labrador made in favour of, or made payable to, the Newfoundland and Labrador Exchequer Account. Any certified cheque, money order, irrevocable letter of credit or bank draft will be retained until satisfactory completion of the Work, after which this amount will be returned to the Contractor together with the accrued interest thereon. Cash shall not be accepted as a form of Performance Security.

The Performance Security shall be in force and executable from the same date as the execution of the Form of Agreement for the duration of the Contract. The term of the Security will coincide with the duration of the Contract unless otherwise provided hereunder. The Department reserves the right to accept a renewable Performance Security for the duration of the Contract subject to such terms and conditions as the Department, in its sole and absolute discretion, may decide.

The Performance Security may be called by the Department to recover any costs resulting from any default of the Contractor, including but not limited to i) violation of legislation, ii)
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...damage to/or loss of Departmental equipment and infrastructure caused by the Contractor and/or (i) failure of the Contractor to commence yearly operational service upon receipt of five (5) days written notice from the Department.

The Contractor agrees to pay the Department, if the Department so requests, as liquidated damages and not as a penalty, the sum of the $25,000.00 per day for each day from the start up date for each operating season up to, but not including, the date on which the Vessel completes the first trip of the schedule. The Department agrees to limit claims for damages from each delay in the start up for each operating season to the sum of the $25,000.00 per day, subject only to the Department’s right to terminate this Agreement and pursue the remedies resulting therefrom. If the Vessel is certified, insured and ready to make a first trip of each operating season but is prevented from doing so because of weather or ice conditions, it will be credited with having made that trip.

The Department’s right respecting the Performance Security shall be in addition to, cumulative and not in substitution for or limitation of, any other right the Department may have on account of the default of the Contractor.

7. LIQUIDATED DAMAGES AND COMMENCEMENT SECURITY

a) While the Vessel does not have to meet all of the Vessel specifications identified in this Tender Document at the date of tender submission, modifications necessary to meet required specifications must be specifically noted and completed by the scheduled commencement date.

b) The Contractor agrees to pay the Department, if the Department so requests, as liquidated damages and not as a penalty, the sum of the $25,000.00 per day for each day from the commencement service date up to, but not including, the date on which the Vessel commences service delivery. The Department agrees to limit claims for damages from each delay in commencing the Service to the sum of the $25,000.00 per day, subject only to the Department’s right to terminate this Agreement and pursue the remedies resulting therefrom. If the Vessel is certified, insured and ready to make a first trip but is prevented from doing so because of weather or ice conditions, it will be credited with having made that trip.

c) To secure payment of liquidated damages for failure to commence the Ferry Service on schedule, the Contractor shall within fourteen (14) days of the award of the Contract by Letter of Acceptance provide to the Department security in the amount of $1,000,000.00 (Canadian Funds) (the “Commencement Security”). This security shall stand separate from all other forms of security required under this Tender Document.

d) The Commencement Security shall be in the form of either a bond in proper form and issued by a Surety Company licensed to do business in the Province of
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Newfoundland and Labrador, or a certified cheque, money order, irrevocable letter of credit or bank draft from a financial institution registered or authorized to do business in the Province of Newfoundland and Labrador, made in favour of, or made payable to, the Newfoundland Exchequer Account. Cash shall not be accepted as a form of Commencement Security.

8. OPERATIONAL / MAINTENANCE COSTS

a) The Department shall not be liable for any cost or expense, or incur any obligation, arising from, or connected with, the operation and maintenance of the Vessel.

b) Any wharfage and/or berthage fees incurred during the operating season for provision of the Service, outside normal operating ports identified in this tender, shall be paid by the Department as part of maintaining the normal schedule.

c) The Department reserves the right to request clarification of and question invoices presented in furtherance of this section.

9. CONTRACTOR’S OPERATING / MAINTENANCE COSTS

a) Subject only to SGC 8 above, the Contractor shall be liable for all costs and expenses arising from, or connected with, the operation and maintenance of the Vessel including, without restricting the generality hereof, the items following in this Clause.

b) The Contractor shall provide the water requirements of the Vessel.

c) The Contractor will be responsible for shore power.

d) The Contractor shall pay the cost of lube oils and miscellaneous supplies and consumables for providing the Service.

e) The Vessel will be reachable either electronically and by means of telecommunications. The Contractor will also be responsible for all costs associated for such communications systems.

f) The Contractor will be responsible for all the indemnification and insurances required to operate the Vessel as per the requirements of this tender document.

g) The Contractor will compile and provide to the Administrator of Shore Based Operations operational/statistical data as required by the Department.

h) The Contractor will be responsible for the full cost of crew changes.

i) The Contractor will be responsible for pilotage and all other costs and expenses
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incidental to the use and operation of the Vessel as per the Service Schedule of this Tender Document.

j) The Contractor shall pay and discharge, when due and payable, all taxes, assessments, charges, fines, duties, levies, and penalties lawfully assessed, levied or charged on it or in respect of the Vessel or arising by reason of the Contractor’s use, operation or maintenance thereof.

k) The Contractor shall provide and pay for all labour, materials, equipment, supplies and services necessary for proper execution and completion of the Work.

10. PAYMENT FOR THE SERVICE

a) The Department shall pay to the Contractor, for the Service provided in accordance with this Agreement, the applicable rates (Canadian Funds) set out in the Tender Form attached hereto, subject to such deductions or additions as may be provided for in this Agreement.

b) Payments will be made on a monthly basis for the prior month after the Service has been performed in accordance with this Agreement to the satisfaction of the Department and the Contractor has submitted, and the Department has approved, the monthly invoice and Monthly Operating Report.

Monthly Operating Reports should include dates and location of operation, any missed trips due to weather and/or mechanical problems. The monthly invoice and the Monthly Operating Report are to be submitted to:

Department of Transportation and Works
Attn: Harry Pardy
P.O Box 3014, Station B
Happy Valley-Goose Bay, NL
A0P 1E0

11. INSURANCE

Proof of insurance coverage shall be received by the Department within 14 days after the award of the Contract by Letter of Acceptance and prior to or at the time of the execution of the Form of Agreement. No work shall be undertaken until the insurance coverage is verified by an insurance company as in place. The Contractor shall maintain, throughout the life of the Contract all required insurance in accordance with this Tender Document. All insurance policies shall contain an endorsement requiring notification of Her Majesty and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change except in the event of non-payment where policy conditions dealing with termination will apply.

a) Hull and Machinery Insurance
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The Contractor shall maintain in effect full coverage Hull and Machinery Insurance. As a prerequisite for commencement of the Service, acceptable proof of coverage must be forwarded to the Department prior to commencement of the Service.

b) Protection and Indemnity Insurance

The Contractor shall also maintain unlimited Protection and Indemnity Insurance, including 4/4th Collision Liability up to the policy limits, which policy must also include cargo insurance with a maximum deductible of $1,000.00. This insurance shall include as an additional insured Her Majesty the Queen in the Right of Newfoundland. As a prerequisite for commencement of the Service, acceptable proof of coverage must be forwarded to the Department prior to commencement of the Service.

12. REVENUES

The Administrator of Shore Based Operations will be responsible for overseeing the administration of all freight operations carried out by the three (3) container/freight/passenger/vehicle vessels being the MV Sir Robert Bond, the MV Northern Ranger, and the Vessel selected to provide freight service from Lewisporte – Ports North to Nain Freight Vessel Service Black Tickle Ports North to Nain (all of which vessels are subject to separate tender calls of even date by the Department with this tender call). The work to be done by Administrator of Shore Based Operations regarding Administration of Shore Based Operations for the Labrador Passenger/Freight/Vehicle Service is also the subject of a separate tender call of even date by the Department with this tender call. Copies of the tender calls in respect of the Administration of Shore Based Operations for the Labrador Passenger/Freight/Vehicle Service will be made available to any one who requests a tender package for this tender call. Bidders responding to this tender call should familiarize themselves with the contents of that tender call to assist themselves in preparing their bid in response to this tender call. The division of responsibilities between the Contractor and the Administrator of Shore Based Operations pursuant is set out in the Memorandum of Understanding that forms part of this tender call that the successful bidder responding to this tender call, the successful bidders responding to the other two (2) above noted tender calls relating to vessel supply and the successful bidder relating to the Administrator of Shore Based Operations will be required to sign within thirty (30) days of the award of each such tender call by the Department. The Administrator of Shore Based Operations will be responsible for overseeing the administration of all passenger/freight operations carried out in relation to the Vessel, including revenue collection. A close working relationship will be required between the Administrator of Shore Based Operations and the Contractor for the the Lewisporte – Points North to Nain Freight Vessel Service.

13. SERVICE PERFORMANCE

a) The Vessel shall, at all times while employed on Service, be fully seaworthy and well
officered, manned, maintained, victualed, equipped, provided and furnished, having regard to the Service to be performed, at the Contractor’s expense and by the Contractor’s procurement throughout the operating period.

b) The Service shall be operated efficiently and the Vessel shall be maintained in a high state of cleanliness and repair and manned by competent, courteous, trained and certified staff.

c) Where written notice has been provided to the Contractor by the Department advising of the existence of conditions not satisfactory to the Department pursuant to this Clause, the Department may postpone payment of all or any part of the payments otherwise due under this Agreement until the unsatisfactory conditions are rectified. No interest or other amount shall accrue to the Contractor on account of such postponement. Costs incurred by the Department to rectify a service performance non-compliance with the contract requirements may be withheld from subsequent monthly payments due to the Contractor by the Department. This includes damage to the Department’s property caused by the Contractor.

d) The Contractor shall provide uniforms for all crew and ensure that the uniforms are worn and always in a neat and presentable manner. Also, all Personal Protective Equipment and clothing, as per Occupational Health and Safety (OHS) Policy, shall be provided to the crew by the Contractor. Name tags shall be worn by each crew member indicating name and position.

e) During the operating period, the Contractor shall employ the masters, officers and crew of the Vessel and the Contractor covenants to pay the masters’, officers’ and crews’ wages when they become due and payable in ordinary course of business. The Contractor shall ensure that the masters, officers and crew of the Vessel possess all qualifications and certifications required by law.

f) During the Contract period, the Contractor, at its own expense, shall at all times maintain and preserve, or cause to be maintained and preserved, the Vessel in good running order and repair so that the Vessel shall be, in so far as due diligence can ensure, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and in every respect seaworthy and in good operating condition and will keep or cause to be kept, the Vessel and machinery, boilers, appurtenances and spare parts, in such condition as will maintain the Vessel in compliance with all applicable provisions of the Canada Shipping Act and this contract.

g) The Contractor is responsible for implementing and maintaining a Safety Management System (SMS). The SMS is to ensure the safe operation of the Vessel, prevention of human injury or loss of life and avoidance of damage to the marine environment and to property. The SMS is subject to audit and inspection by the Department at regular intervals.

h) The Department of Transportation and Works prohibits the consumption of alcohol
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and expects it’s contracted services to also comply with this policy. Crew members are not to consume alcohol, non-prescription drugs or illegal substances which may impair or could reasonably be expected to impair performance and/or judgement for the full duration of the shift.

i) The Contractor must comply with all applicable Provincial Occupational Health and Safety (OHS) regulations.

j) The Contractor shall make provisions of a private room complete with washroom facilities to accommodate the Departments Representative or a representative of the Administrator of Shore Based Operations on board the Vessel, for any period during the yearly operating season, in order to review, monitor and manage the Service.

The Department reserves the right to add/change any policies in this regard as it sees fit. The Contractor is required to be familiar with the Departmental Marine Policy Manual as it pertains to this service. A copy of this Manual will be made available to interested Bidders on request.

14. SERVICE DISRUPTIONS AND DELAYS

If the Service is disrupted or delayed the decision whether to make up any lost schedule time or to alter the scheduled service is solely at the Department’s discretion. All changes to the scheduled service are subject to the Department’s approval.

If the Vessel is delayed for whatever reason, once conditions allow, the Vessel service must commence immediately and the Contractor must make arrangements to get back on schedule as quickly as possible. This may require, but is not limited to, increasing the Vessel’s operating speed and/or reducing the Vessel’s port duration time. No additional compensation will be payable by the Department should changes to the service be required in order to get the Vessel service back on schedule.

The decision whether to make up any lost schedule time or to remove a portion of the scheduled service is solely at the Department’s discretion.

15. DAMAGES

The Contractor shall assume all risks associated with the management, handling and navigation of the Vessel and shall be responsible for all damages to the Vessel as well as damages sustained by any other Service related equipment and infrastructure. The Contractor shall also assume all risks associated with damage to freight while in the Contractor’s possession (from acceptance at port of origin to delivery on wharf at destination port and subsequent turnover to Administrator of Shore Based Operations.)

16. DOWNTIME
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Notwithstanding GC.7, GC.8 and GC.37, should it be necessary during the term of this Agreement for the Contractor to replace the Vessel for mechanical or other reasons beyond the Contractor's control which renders the Vessel inoperable or unfit for the Service intended, the Contractor shall, at the Department's sole discretion and at the request of the Department, use the Contractor's best efforts to place at the Department's disposal, a vessel or vessels suitable to the Department's requirements to operate under all the terms and conditions of this Agreement but at a rate or rates of hire to be agreed upon (less than or equal to existing contract rates but not greater than) until such time as the subject Vessel is again in a fully able and efficient state to resume the Service.

If the Department deems it necessary to employ an alternate vessel provided by another Contractor, the Contractor shall be liable for and shall pay all the Department's costs associated with the hire of the alternate vessel or pay liquidated damages as per this article at the discretion of the Department.

For each service day missed due to breakdown of the Vessel or the Contractor's failure to provide the Service, the Department is not liable to make a payment to the Contractor, in respect of that service day or days missed. For partial service days the Contractor will be paid on a pro-rata basis. The Contractor must give the Administrator of Shore based Operations immediate notification of downtime so that the Department will be able to notify the affected communities of the interruption in service.

In the event the Contractor fails to provide service with the subject Vessel and cannot provide a suitable replacement vessel to the Department the Contractor agrees to pay the Department, if the Department so requests, as liquidated damages and not as a penalty, the sum of the $25,000.00 per day for each complete service day missed, but not including, any date on which the Vessel completes a trip or a portion of the trip in the schedule.

The Department agrees to limit claims for damages from each delay to the Service to the sum of the $25,000.00 per day, subject only to the Department's right to terminate this Agreement and pursue the remedies resulting therefrom. If the Vessel is certified, insured and ready to make any trip but is prevented from doing so because of weather or ice conditions, it will be credited with having made that trip.

17. OPERATING REPORTS

The Contractor shall ensure that, at the completion of each service day, a copy of the Vessel Activity Report is forwarded to the Administrator of Shore Based Operations showing all the necessary information, including weather conditions, operating hours at sea (steaming under power between ports), time handling cargo for each day.

The Vessel position must be reported to the Administrator of Shore Based Operations at 0630 and 1600 hours each day, so too must all port arrivals and departures.

The Contractor shall, after the end of each month in which the Service is provided, prepare a
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Monthly Operating Report for submission to the Administrator of Shore Based Operations. Monthly Operating Reports shall contain information as directed by the Department.

18. REFIT

All refit work must be performed outside the yearly operating season, tentatively mid June to the end of November, and the Vessel’s refit must be completed to ensure availability by the June 1st early start date and not start before late finish date of December 15th. The Department will not allow or provide any time during the yearly operating season for Vessel refit work. Refits must be performed by the Contractor and at the Contractor’s expense. No special or additional form of compensation will be made by the Department for the Vessel’s refit.

19. WHARFS AND TERMINALS

All wharves and terminal facilities required to perform the required service are owned or leased by the Province. These wharves may be utilized by the Contractor for the provision of services under this contract at no charge. The Department shall arrange and pay for all terminal/wharf work necessitated through normal wear and tear. Damage caused to the wharves through the negligence of the Contractor shall be rectified by the Contractor at the Contractor’s own expense and approved by the Department prior to implementation. Should the Contractor not implement the necessary repairs within thirty (30) days the Department retains the right to proceed with the necessary repairs and holdback appropriate costs from the Contractor’s monthly payment.

20. FREIGHT SERVICES

The Administrator of Shore Based Operations, under separate contract, is responsible for overseeing the administration of all freight operations carried out by the three (3) container/freight/passenger/vehicle vessels referred to in SGC 12, including the Vessel. The Administrator of Shore Based Operations is required to prepare all freight (ie. palletize and/or containerize the freight) being transported.

The Administrator of Shore Based Operations will be responsible for loading the Vessel at the primary terminal ports of Lewisporte and Goose Bay. The Administrator of Shore Based Operations is responsible for the condition of all freight until loaded on the deck of the freight Vessel when responsibility is transferred to the operator of the freight Vessel until such time as the freight is offloaded at the destination port. The freight Vessel operator is responsible for offloading at the destination port to the wharf where responsibility for the freight transfers back to the Administrator of Shore Based Operations. Procedures/protocols for accepting/receiving freight must be agreed between the parties.

The Administrator of Shore Based Operations will prepare a vessel loading plan prior to Vessel arrival in Lewisporte and Goose Bay based on freight demand. This plan must be
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reviewed and approved by the Vessel operator for the safe loading and operation of the Vessel. Once approved, Vessel loading can commence at the primary terminal port of Lewisporte or Goose Bay under the supervision of the freight Vessel operator.

The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service must detail and record the condition and/or damage of the freight loaded on-board the Vessel by the Administrator of Shore Based Operations.

The freight becomes the responsibility of the Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service until the freight is off-loaded at its destination port and accepted by the Administrator of Shore Based Operations at the destination port.

Claims from shippers filed for any damages shall be directly dealt with by the Administrator of Shore Based Operations in consultation with the Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service. Timeframe for settlement of claims will be sixty (60) days. All claims will be available for review by the Departmental Representative.

The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service is responsible for damage to freight which occurs from the time the freight is accepted from the Administrator of Shore Based Operations at the primary terminal ports of Lewisporte and Goose Bay up to the acceptance of the freight by the Administrator of Shore Based Operations at the destination port or the primary terminal ports of Lewisporte and Goose Bay.

The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service is responsible for the off-loading of the freight at the destination port to/from the wharf. The Administrator of Shore Based Operations is responsible for loading/offloading the freight in Lewisporte and Goose Bay.

Unless approved by the Department no loading or offloading of freight will be permitted between the hours of 11 pm and 6 am at any ports of call.

The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service must open and close ship’s hatches as necessary. The Administrator of Shore Based Operations will handle mooring lines at all ports including coastal Labrador ports and the primary terminal ports as directed by the Vessel’s personnel and collect/manage all revenue and ticket sales.

The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service is responsible to load/unload freight to/from the Vessel at all coastal Labrador ports but not including the primary terminal ports of Lewisporte and Goose Bay.

The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service will be required to provide the following equipment (as a minimum for loading and offloading freight at destination ports) and is subject to inspection and acceptance by the Department prior to awarding the contract. The equipment will be utilized on board the Vessel.
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Tender for Lewisporte – Ports North to Nain Freight Vessel Service

a. 1 - 4x4 shunt truck
b. 1 - 8000 lb. forklift

This equipment will be subject to inspection by the Department to ensure that it remains in sound operational condition. The equipment must meet the inspection requirements put forth by the Registrar of Motor Vehicles. If any of the equipment has deteriorated and is deemed unsafe to continue operation on the Labrador Passenger and Freight Service the Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service shall replace the identified equipment upon receipt of notice for replacement from the Department.

If any deficiencies or replacements are identified by the Department at any time during the life of the contract the Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service will have thirty (30) days to correct the identified deficiency or replacement. If the deficiency or replacement is not corrected or replaced within this time period of thirty (30) days the Department can withhold all or part of the monthly payment to the Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service until the deficiency or replacement is corrected.

The Department shall not be responsible or liable for the provision of any item that the Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service overlooks in preparation of this tender submission. The Contractor for the Lewisporte – Ports North to Nain Freight Vessel Service shall have no claim for extras in respect of such items.

21. REQUESTS FOR INFORMATION

The Contractor shall also promptly respond to any request by the Department for further and other information concerning the Work or Service or any matter touching upon or related to the same.

22. INFORMATION RELATED SECURITY MEASURES

The Contractor will ensure that it has adequate security measures in place at all time that meet the requirement set out in the Protocols For Security Of Government Information On Information Technology – Assets Of Contractors (a copy of which document is included in this tender package) and that it protects to the satisfaction of the Department or the Department’s agents and representatives the personal, financial and other information of passenger, shippers and consignees of freight related to the Work and Service provided by the Contract pursuant to this tender.
SERVICE SCHEDULE
The Vessel provides bi-weekly freight service from the primary ports of Lewisporte and Goose Bay with departures every second Monday to the communities of Black Tickle, Rigolet, Makkovik, Postville, Hopedale, Natuashish and Nain from mid June to the end of November. Vessel operates based on freight demand but typically departs from Lewisporte every second Monday with a departure at least once in the two week cycle from Goose Bay.

Typical two (2) week schedule is Lewisporte – Black Tickle – Rigolet – Makkovik – Postville – Hopedale – Natuashish – Nain and will stop in any of the Costal Labrador communities on its way back to Goose Bay. The Vessel will reload and leave Goose Bay for Rigolet – Makkovik – Postville – Hopedale – Natuashish – Nain and will stop in any of the Costal Labrador communities on its way back to Black Tickle and Lewisporte.
GENERAL CONDITIONS
GC.1 DEFINITIONS

See Definitions section within the Tender Document.

GC.2 DOCUMENTS

The Form of Agreement shall be signed in duplicate by the Department and the Contractor.

Words which have well known technical or trade meanings are used in the Contract Documents in accordance with recognized meanings.

In the event of conflicts between Contract Documents the following shall apply:

a) Documents of later date shall govern.
b) The Instructions to Tenderers shall govern over the General Conditions of Contract.
c) Supplementary General Conditions shall govern over the General Conditions of the Contract.
d) The Form of Agreement shall govern over all documents.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to outline the scope of the Work necessary for the proper execution of the Service.

GC.3 RECORDS TO BE KEPT

.1 Timekeeping, payroll functions, and associated records shall be the responsibility of the Contractor.

.2 The Contractor shall maintain records and books of account in accordance with generally accepted accounting principles.

.3 The Contractor will be responsible to report to the Administrator of Shore Based Operations each morning to advise whether or not the Service is operating on schedule. This report is to be made not later than 0630 hrs. This report shall be updated if/when status changes. The Departments Representative shall be kept advised of the expiry date of all certificates for the Vessel.

.4 The Contractor shall keep detailed landing or embarkation records in a form satisfactory to the Administrator of Shore Based Operations for all goods handled by the Contractor under this Agreement. Goods received by the Contractor under this Agreement shall be deemed to be received damage-free and without shortage except to the extent that damages or shortages have been noted on the shipping documents, landing records or other landing documents.
The Contractor will be responsible for any damages to goods or shortages that occurred while the goods concerned were in the possession of the Contractor and or the Contractor's agents.

5.5 The Contractor shall grant to the Department the right to audit the records of the Contractor in relation to this Contract. The Department shall have the right to examine such records at any time and the Contractor shall, if required by the Department, make available all such books, records and documents as the Department shall deem necessary in order to verify any statement furnished hereof or for any other purpose.

6.6 The Contractor shall be responsible for procuring forms necessary for completion of the Service.

GC.4 DEPARTMENT’S REPRESENTATIVE’S DECISION

1.1 The Department’s Representative shall decide on questions or interpretations arising under the Contract Documents. Any questions regarding wording, omission, etc., shall be presented to the Department’s Representative in writing for explanation. If this is not done, it shall be assumed that the Contractor thoroughly understands the terms and conditions of the Contract Documents.

1.2 The Department’s Representative shall have the right to decide whether the Service performed by the Contractor is acceptable.

1.3 The Department’s Representative decision on matters arising under the Contract shall be final and the Contractor shall proceed with the Work in accordance therewith but should the Contractor disagree with any such decision the Contractor may notify the Department’s Representative in writing in accordance with GC.11.

GC.5 SUPERVISING RESPONSIBILITY

The Contractor shall identify a competent supervisor(s) for the Service, authorized to receive any order or communication in respect of the Contract. Such supervisor(s) shall be the primary contact with the Department and the Administrator of Shore Based Operations for ongoing operational matters on a daily basis. In addition to the responsibilities as previously described, the Supervisor each and every day is to provide a Daily Vessel Status Report to the Administrator of Shore Based Operations. The Daily Vessel Status Report is to include: whether or not the Service is operating on schedule, if not then why not. This report is to be made to the Administrator of Shore Based Operations not later than 0630 hrs and should be updated if and when status changes occur.

GC.5.1 UNACCEPTABLE PERFORMANCE OF PERSONNEL

1.1 The Department’s Representative shall advise the Contractor of the unacceptable
performance of any personnel. Should the identified performance not improve to the satisfaction of the Department, then the Department’s Representative shall have the right to request and the Contractor shall cause that person replaced forthwith.

GC.6 DELAY AND FORFEITURE

.1 If it can be clearly shown that the Contractor is delayed in the performance of the Work by any act or fault of the Department, then the Contractor shall be reimbursed to the limit of the applicable rate quoted in the Tender Form, on a pro rata basis.

.2 If the Contractor is delayed in the performance of the Service by a Stop Work Order issued by any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one employed by the Contractor directly or indirectly, then the Contractor shall be reimbursed to the limit of the applicable rate quoted in the Tender Form, on a pro rata basis.

.3 If the Contractor is delayed in the performance of the Service by civil disorders, labour disputes, strikes, lock-outs, fire, unusual delay by common carriers or unavoidable causes, then the Department may enact whatever measures are necessary to provide continuous service during the delay, including temporary use of an alternate contractor. If the Contractor is delayed in the performance of the Service by civil disorders or because of unavoidable causes the Contractor will continue to receive the Vessel Daily Rate. If the Contractor is delayed in the performance of the Service by labour disputes, strikes, or lock-outs resulting from the Contractor’s labour management issues then the Contractor will not receive the Vessel Daily Rate.

.4 No provision shall be made for delay unless written notice of claim is given to the Department’s Representative within two (2) days of the commencement of the delay, providing that in the case of a continuing cause of delay only one notice shall be necessary.

.5 The Department shall be entitled to demand substantiation of any delay and the Contractor shall submit such evidentiary documentation as the Department may require in this regard.

GC.7 DEPARTMENT’S RIGHT TO WORK

.1 If the Contractor should fail to execute the Service properly or fail to perform any provisions of the Contract, the Department may notify the Contractor in writing that the Contractor is in default of his contractual obligations and instruct the Contractor to correct the default within twenty-four (24) hours of receiving the notice or other reasonable time as is permitted at the discretion of the Department.

.2 If the correction of the default cannot be completed within the twenty-four (24) hours specified, the Contractor shall be considered to be in compliance with the Department’s instructions if the Contractor:
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a) commences the correction of the default within the specified time;
b) provides the Department with a schedule for such correction that is acceptable to the Department; and
c) completes the correction in accordance with such schedule.

3 If the Contractor fails to comply with the provisions GC.7.1 and GC.7.2, the Department may, without prejudice to any other right or remedy the Department may have, correct such default and may deduct the cost thereof from the payment then or thereafter due the Contractor.

4 Any second or further occurrence of failure under GC.7.1 requiring the issuance of a second or further written notice shall give the Department the right to terminate the Contract, if the Department so chooses, in accordance with Section GC.8 and the Department shall complete the Service through other means and obtain compensation from the Performance Security.

GC.8 DEPARTMENT’S RIGHT TO TERMINATE CONTRACT

1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Contractor’s insolvency, the Department may, without prejudice to any other right or remedy the Contractor may have, by giving the Contractor written notice, terminate the Contract.

2 The Department may notify the Contractor in writing that the Contractor is in default of his contractual obligations, if the Contractor

a) fails to proceed regularly and diligently with the Service; or
b) without reasonable cause wholly suspends the carrying out of the Service before the completion thereof; or
c) refuses or fails to supply properly skilled personnel, and quality service, materials and equipment for the scheduled performance of the Service within twenty-four (24) hours of receiving written notice from the Department’s Representative, except in those cases provided in GC.6; or
d) fails to make payments due to the Contractor’s Subcontractors, the Contractor’s suppliers or the Contractor’s workmen; or
e) disregards laws or ordinances, or the Department’s Representative’s instructions; or
f) otherwise violates the provisions of the Contract to a substantial degree.

Such written notice by the Department shall instruct the Contractor to correct the default
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within twenty-four (24) hours from the receipt of the written notice.

.3 If the correction of the default cannot be completed within the twenty-four (24) hours specified, the Contractor shall be considered to be in compliance with the Department’s instructions if the Contractor:

a) commences the correction of the default within the specified time,

b) provides the Department with an acceptable schedule for such correction, and

c) completes the correction in accordance with such schedule.

.4 If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Department may, without prejudice to any other right or remedy the Department may have, stop the Service or terminate the Contract.

.5 If the Department terminates the Contract under the conditions set out above, the Department’s Representative is entitled to:

a) take possession of all of the Department’s facilities, equipment, supplies in or upon the Department’s premises and finish the Service by whatever method they may deem expedient but without undue delay or expense; and

b) withhold any further payments to the Contractor until the Work is finished.

If the unpaid balance of the Contract price shall exceed the expense of finishing the Service including the amount of the forfeited Performance Security recovered and less compensation to the Department’s Representative for his or her additional services, such remaining funds shall be paid to the Contractor. If such expenses shall exceed such unpaid balance including the amount of the forfeited Performance Security and less compensation to the Department’s Representative for his additional services, the Department’s remedy shall not be limited to the amount of the Performance Security recovered.

GC.9 CONTRACTOR’S RIGHT TO STOP WORK OR TERMINATE CONTRACT

.1 If the Department should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Department written notice, terminate the Contract.

.2 If the Service should be stopped or otherwise delayed for a period of thirty (30) days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one directly or indirectly employed by the Contractor, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Department twenty one (21) days written notice, terminate the Contract.
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.3 The Contractor may notify the Department in writing that the Department is in default of its contractual obligations if the Department fails to pay to the Contractor when due any amount certified by the Department's Representative and verified by the audit of the Department. Such written notice shall advise the Department that if such default is not corrected within twenty one (21) days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the Service and/or terminate the Contract.

.4 If the Contractor terminates the Contract under the conditions set out in this General Condition, the Contractor shall be entitled to be paid for all Work performed to the date of termination.

GC.10 SUBCONTRACTORS

.1 The Contractor agrees to preserve and protect the rights of the Department under the Contract with respect to any Work to be performed under subcontract. The Contractor shall:

   a) require the Contractor's Subcontractors to perform their Work in accordance with and subject to the terms and conditions of the Contract Documents; and

   b) be fully responsible to the Department for acts and omissions of the Contractor's Subcontractors and of persons directly or indirectly employed by them.

The Contractor therefore agrees that the Contractor shall incorporate all the terms and conditions of the Contract Documents into all Subcontract Agreements the Contractor enters into with the Contractor's Subcontractors.

.2 Nothing contained in the Contract Documents shall deem to create or create any contractual relationship between any Subcontractor and the Department.

GC.11 SETTLEMENT OF DISPUTES AND CLAIMS

.1 In the case of any disputes or claims arising between the Department and the Contractor as to their respective rights and obligations under the Contract, either party hereto may give the other written notification of such a dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved to the satisfaction of both parties, either party may refer the matter to such judicial tribunal as the circumstances require.

.2 Legal proceedings shall not be commenced until after the performance of the disputed Work except:

   a) when the dispute concerns a certificate for payment;

   b) where either party can show that the matter in dispute requires immediate
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consideration while evidence is available; or

c) in the case of legal proceedings, where the action may be necessitated by reason of delay.

GC.12 EMERGENCIES

.1 The Department’s Representative has authority in any emergency to stop or make changes to the Service whenever in his or her opinion such stoppage or changes may be necessary to ensure the safety of life, facilities, third-party property, health of a person or group of people, or the environment. This includes authority to make changes in the Service, and to order, assess and award the cost of such Service, extra to the Contract or otherwise, as may in his or her opinion be necessary. The Department’s Representative shall, within two (2) working days, confirm in writing any such instructions. In such a case if Work has been performed under direct order of the Department’s Representative, the Contractor shall keep the Contractor’s right to claim the value of such Work.

.2 If the Contractor is delayed in the performance of the Service by civil disorders, labour disputes, strikes, lock-outs, fire, unusual delay by common carriers, or unavoidable causes, neither the Department nor the Contractor shall have claim for change in the price of the Contract. If the Contractor is delayed in the performance of the Service by civil disorders, labour disputes, strikes, lock-outs, fire, unusual delay by common carriers, or unavoidable causes, then the Department may enact whatever measures are necessary to provide continuous service during the delay, including temporary use of an alternate contractor. If the Contractor is delayed in the performance of the Service by civil disorders or because of unavoidable causes the Contractor will continue to receive the Vessel Daily Rate. If the Contractor is delayed in the performance of the Service by labour disputes, strikes, or lock-outs resulting from the Contractor’s labour management issues then the Contractor will not receive the Vessel Daily Rate.

GC.13 MATERIALS, WORKMANSHIP

.1 Unless otherwise stipulated the Contractor shall provide and pay for all materials, labour, tools and equipment necessary for the execution of the Service.

.2 The Contractor shall supply all heat, light, power, hot and cold water and such other materials or utilities as may be required to perform the Service. The Contractor shall be responsible for all extensions of the heating, lighting, and water systems that the Contractor may require.

.3 Rejected Work: Defective work, whether the result of poor workmanship, use of defective products or damage through carelessness, negligence or other act or omission of the Contractor and whether incorporated into the Vessel or not, which has been rejected by the Department as failing to conform to any specification or direction provided or to industry
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standards shall be removed promptly by the Contractor and placed and/or re-executed promptly in accordance with the direction of the Department at the Contractor’s expense.

.4 Other Contractor’s work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor’s expense.

.5 If, in the opinion of the Department, it is not expedient to correct the defective work, the Department may deduct from any payments due the Contractor the difference in value between the work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Department.

GC.14 LABOUR

.1 The Contractor shall meet the requirements of the labour laws of the Province of Newfoundland and Labrador in carrying out this Service and all other labour laws applicable to the area in which the Service is being performed.

.2 Each person employed on the Service shall be qualified and competent for that specific trade or duty in which he or she is employed.

.3 Personnel engaged in the Service shall be capable of functioning effectively and cooperatively with the Department’s staff, occupants, and the public. The Contractor shall provide uniforms for the crew and ensure that the uniforms are worn and always in a neat and presentable manner. Also, all Personal Protective Equipment and clothing, as per Occupational Health Safety (OHS) Policy, and/or any applicable laws and regulations related to safety shall be provided to the crew by the Contractor.

.4 All personnel shall present a clean, neat and orderly appearance at all times and shall conform to all regulations and ensure that high standards of tact, courtesy and discretion are maintained.

.5 The Contractor shall supply and require the Contractor’s employees to wear identity badges acceptable to the Department.

.6 The Contractor shall maintain and keep available for inspection by the Department’s Representative, a record of the names and addresses of all individuals who shall be performing work for the Service.

.7 The Contractor shall inform the Contractor’s employees that a security clearance (Certificate of Conduct) may be required. If requested, the Contractor shall provide to the Department such information. Any employee not receiving a security clearance satisfactory to the Department shall be replaced by the Contractor.

.8 Vessel crew shall be certified in First-Aid in accordance with Transport Canada Minimum
GC.15 INSPECTION OF THE WORK

.1 The Department’s Representative shall be permitted to inspect the Contractor’s Work at any time.

.2 The Contractor shall make all necessary arrangements with any authority having jurisdiction over the Work for the performance of any inspections which may be required and shall notify the Department’s Representative at least twenty-four (24) hours in advance of such inspections. The Contractor shall be on the site during all inspections. A copy of all reports and certificates resulting from such inspections shall be provided promptly to the Department’s Representative.

GC.16 PROTECTION OF WORK AND PROPERTY

.1 The Contractor shall provide and maintain adequate protection as approved by the Department’s Representative of the Department’s assets and property while performing the Service.

.2 The Contractor shall be solely responsible to ensure that the Department's property is not damaged, destroyed or stolen while performing the Service. Any damage or injury to the property of the Department resulting from the actions of the Contractor or the Contractor’s employees shall be made good with new materials as required to match existing property in kind, quality, and workmanship at the expense of the Contractor.

.3 Before commencing any Work, the Contractor shall assess the effect of the proposed Work on the existing buildings and wharf infrastructure. Any Work which could result in an adverse effect on Department’s property and operations shall be brought to the attention of the Department’s Representative for approval.

GC.17 SAFETY HAZARDS

.1 The Contractor shall be completely responsible for the safety of the Service as it applies to protection of the public and property and the provision of the Service and pollution prevention. The codes that shall be followed and enforced for safety are:


b) Workplace Hazardous Materials Information Systems Regulations (WHMIS) under the Occupational Health and Safety Act. This includes submitting Material Safety
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Data Sheets (MSDS) to the Department’s Representative and posting same.

c) Transportation of Dangerous Goods Regulations under the Transportation of Dangerous Goods Act (Canada). This includes any and all training of transport vehicle drivers.

d) Arctic Oil Pollution Code.

e) Regulations for the Prevention of Pollution from Ships and Dangerous Chemicals.

f) Any other applicable regulatory code(s).

.2 The Contractor shall report immediately to the Department’s Representative any equipment or conditions which could be considered unsafe.

.3 No materials/vehicles shall be stored on a vessel or facility site where they might present a hazard to property, personnel or affect the normal operating functions of the Vessel or facility.

GC.18 INDEMNIFICATION

.1 Except as provided in GC.18.2, the Contractor shall be liable for, and shall indemnify and hold harmless the Department from and against, all claims, demands, losses, costs, damages, actions, suits or proceedings whatsoever, arising under any statute or Common Law:

a) in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Service;

b) in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Service.

.2 The Contractor shall not be liable under Clause GC.18.1 if the injury, death, loss or damage is solely due to any act or negligence of the Department.

.3 The Contractor shall assume full responsibility and liability for all damage to and loss of cargo from any cause and shall indemnify and/or save harmless the Department from all loss, expense and/or liability howsoever incurred by the Department in any manner directly or indirectly arising out of, or as a result of, or attributable to the Vessel or the performance of the Service herein contemplated.

.4 The Contractor shall protect all cargo in good order to prevent theft, freezing, deterioration and damage and shall provide special handling as required and be responsible for loss or damage to cargo while cargo is under the Contractor’s control. The Contractor shall pay for
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the actual direct cost of settlement of any cargo claim for which the Contractor is responsible and bear a fair proportion of the cost of claims by Shipper/Consignee for concealed damage. The determination of fair proportion shall be in the sole discretion of the Department’s Representative. The Contractor shall notify the Department’s Representative and the Administrator of Shore Based Operations of the receipt of any claims for concealed damage from a consignee within thirty (30) days of receipt of the claim from the consignee.

GC.19 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

1. The value of any change shall be determined in one or more of the following methods:

   a) by unit prices as provided in Article A-5 of the Agreement;
   b) by unit prices subsequently agreed upon; and/or
   c) by cost and a fixed or percentage fee.

In the case of changes in the Work valued as outlined in 19.1(e), the Contractor shall submit detailed invoices, vouchers and time sheets for all materials and labour to complete the extra work. Clause 19.1(e) shall be calculated upon materials, labour and payroll burden only.

When work is performed by the Contractor’s own forces the Contractor’s markup for overhead shall be ten (10) percent and the Contractor’s profit ten (10) percent of the agreed or actual cost of the change. When work is performed by one of the Contractor’s Subcontractors, the Subcontractor’s markup for overhead shall be ten (10) percent of the agreed or actual cost of the change plus five (5) percent for profit. Payroll burden shall be calculated to be thirty five (35) percent of the cost of labour. The Contractor’s markup for overhead and profit shall be ten (10) percent of the Subcontractor’s total price.

2. Notwithstanding the provisions of 19.1, in case of changes in the Work:

   a) where unit prices are provided in the Contract for work to be done those unit prices shall be used in determining the value of any change, and
   b) the amount charged for equipment rentals shall be that provided in the Contract and no additional amount shall be paid as markup for overhead or profit for the Contractor or Subcontractor.

3. When a change in the Work is proposed or required the Contractor shall present to the Department for approval the Contractor’s claim for any change in the Contract Price and/or change in Contract Time. The Department must be satisfied as to the correctness of such claim and if approved shall issue a written order to the Contractor to proceed with the change. The value of work performed in the change shall be included for payment with the regular certificate for payment.
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.4 In case of changes in the Work to be paid for under methods (b) and (c) of 19.1, the form of presentation of costs and methods of measurement shall be agreed to by the Department and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.

.5 If the method of valuation, measurement and the change in Contract Price and/or change in Contract Time cannot be promptly agreed upon, and the change is required to be proceeded with then the Department shall determine the method of valuation, measurement and the change in Contract Price and/or Contract Time subject to final determination in the manner set out in GC11 - Settlement of Disputes and Claims. In this case the Department shall issue a written authorization for the change setting out the method of valuation and if by lump sum the Department's valuation of the change in Contract Price and/or Contract Time.

.6 In the case of a dispute in the valuation of a change authorized in the Work pending final determination of such value, the Department shall certify the value of work performed and include the amount with the regular certificates for payment.

.7 It is intended in all matters referred to above that both the Department and Contractor shall act promptly.

GC.20 WORKER'S COMPENSATION

.1 The Contractor shall within fourteen (14) days of award of the Contract, through the issuance of a Letter of Acceptance, provide suitable documentation certifying that the Contractor is registered and in good standing with the Workplace Health, Safety and Compensation Commission of the Province(s) of all the Work.

.2 At any time during the term of Contract, when requested by the Department's Representative, the Contractor shall provide such evidence of compliance by the Contractor and any or all of the Contractor's Subcontractors.

.3 The Contractor shall assume and shall indemnify and save harmless the Department from and against all liability whatsoever in respect of Workers' Compensation, including assessments therefore, in respect of all persons whomsoever engaged or taking part in any of the work or services to be done or performed by the Contractor or in the operation of any plant, equipment or facility whatsoever used therein or in connection therewith.

.4 The Contractor shall in all respects comply with the Workplace Health, Safety and Compensation Act and with all other Acts, Orders, Rules or Regulations of any competent body having jurisdiction and shall, if required by the Department, furnish the Department with satisfactory proof of such compliance.

GC.21 ACCIDENTS AND CLAIMS
.1 The Contractor shall promptly report in writing to the Department’s Representative all accidents whatsoever, arising out of or in connection with the performance of the Service, whether on the Vessel or on the water or the land which caused death, personal injury, or property damage.

.2 If any claim is made against the Contractor or subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Department’s Representative giving full details of the claim.

.3 The Contractor shall provide a First Aid Kit on board the Vessel to treat minor injuries occurring in connection with the Service.

**GC.22 PERMITS, NOTICES AND LAWS**

.1 The Contractor shall obtain and pay for all necessary permits, certificates, license or other fees required for the execution of the Service. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the Service.

.2 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the Service, and to the preservation of the public health and safety, which are or become in force during the performance of the Service.

.3 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Service. If the Contract Documents are at variance therewith, or changes that require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Department’s Representative in writing requesting direction immediately whenever such a variance or change is observed by the Contractor.

.4 If the Contractor fails to notify the Department’s Representative in writing and obtain the Department’s direction as required in GC.22.3 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expenses and damages attributable to the Contractor’s failure to comply with the Provisions of such laws, ordinances, rules, regulations, codes and orders.

.5 The Contractor shall ensure that each person employed on the Service is trained in the transportation of dangerous goods under the Transportation of Dangerous Goods Regulations (IMDG).
General Conditions:

Tender for Lewisporte – Porte North to Nain Freight Vessel Service

.6 Where, during the term of this Contract, changes or additions to classification rules or relevant legislation result in the need of the Contractor to increase his scope of work or increase operating costs, where, as a result there is a need to make changes, modifications or additions to the Vessel, produce new information, plans, booklets or additional surveys, the Department shall pay the Contractor for this additional work or cost increase (resulting from change in rules/legislation mentioned above) on submission to the Department by the Contractor of a cost estimate for the same that is approved by the Department before the work concerned commences.

.7 The Vessel shall and the Contractor covenants that it will, at all times during the Contract period, comply with laws, treaties, conventions, rules and regulations, and shall have onboard, as and when required thereby, valid certificates to show compliance therewith.

GC.23 ASSIGNMENT AND ENUREMENT

The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Department. The rights and obligations arising under this Agreement shall enure to the benefit of the parties hereto, their heirs, successors and assigns according to law.

GC.24 PROGRESS OF WORK

.1 Following the issue of the Letter of Acceptance by the Department; subsequent signing of the Form of Agreement; and the provision by the Contractor to the Department of proof satisfactory to the Department of compliance by the Contractor with the terms and conditions of this Tender Document, the Contractor shall begin the Work and shall execute the Work regularly with sufficient force to secure the completion of the Work to the satisfaction of the Department’s Representative.

.2 All safety measures presented by the authorities that have jurisdiction respecting fire hazards and personnel shall be observed at all times. Personnel should become familiar with the use and location of fire fighting equipment.

.3 The Contractor shall comply with the Department’s schedule of ports as provided by the Department’s Representative.

The schedule of service to be provided will be in accordance with the printed schedule unless there is a further directive by the Departments Representative to amend the schedule.

In order for the Service to commence on the scheduled time, the crew will be required to be on board in sufficient time to meet the first scheduled departure.

The departure time for all trips will be in accordance with the printed (or amended) schedule and must be strictly adhered to.
General Conditions:

Tender for Lewisporte – Port North to Nain Freight Vessel Service

.4 The Contractor will cooperate and liaise with the Administrator of Shore Based Operations, the Vessel service subcontractors and any other vessel service contractors to ensure effective services are provided.

GC.25 PAYMENT

.1 Payment for the Service shall be made in accordance with the Tender Documents.

.2 Payment of the Contract Price shall be made at the rates (unit values) submitted in Tender Form and applied as described in the Tender Documents.

.3 The Contractor shall submit a single invoice on a monthly basis for all work completed and itemized as per the breakdown in the Tender Documents.

.4 Notwithstanding any other provision of the Contract, the Department may, in the event of a claim by the Department against the Contractor for damages arising out of the performance or non-performance of the Contract, withhold payment of any amount equal to the alleged damages until the liability for damages is established and no amount of interest shall be paid on amounts held under this provision.

.5 The Department’s Representative shall, within ten (10) days of receipt of an invoice from the Contractor submitted in accordance with GC.25 - Payment, issue an approval for payment in the amount applied for or such other amount as he or she shall determine to be properly due. If the Department’s Representative amends the invoice, he or she shall promptly notify the Contractor in writing, giving his or her reasons for the amendment.

.6 If payment is not made within sixty (60) days of the approval for payment by the Department’s Representative, the Department shall be liable for interest on the amount owing in accordance with and to the extent provided for pursuant to the Financial Administration Act.

GC.26 TAXES AND DUTIES

.1 The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract, and these shall be included as part of any prices quoted.

.2 The Contractor is advised that the Department of Transportation and Works is not exempt from the Harmonized Sales Tax (HST). The price quoted by the Contractor on the Tender Form, shall NOT include the HST. The Department of Transportation and Works shall pay the HST to the Contractor with each regular invoice.

.3 The Department shall be responsible for for any taxes applicable to it, including water taxes associated with the Department’s property being utilized by the Contractor in performance of the Service.
General Conditions:
Tender for Lewisporte – Ports North to Nain Freight Vessel Service

4. The Contractor shall maintain full records of the Contractor’s estimates of and actual cost to the Contractor of the Work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Department, the Auditor General for Newfoundland and Labrador or by persons acting on their behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.

GC.27 OIL POLLUTION

The Contractor, the Contractor’s employees and agents, shall comply with all provisions of the Canada Shipping Act, 2001. In the event the Vessel, the Contractor, the Master and/or any member of the crew is charged for any violation of the said Regulations and/or the Act, the Contractor shall be fully responsible for all fines, penalties and expenses incurred by reason thereof and, in particular, the Contractor shall be responsible for the clean up of any oil pollution contaminants or like substances and all expenses in connection therewith.

In the event of any such charge for violation or arrest or detention of the Vessel in respect of the above, the Contractor shall immediately notify the Department’s Representative by facsimile setting forth the nature of such charge, arrest or detention.

The Contractor shall remain liable for any loss occasioned the Department as the result and any such charge, arrest or detention as is further provided for in this Agreement.

GC.28 GENERAL TERMS

The carriage of cargo under this Agreement and under all Bills of Lading issued for the cargo shall be subject to the statutory provisions and other terms set forth or specified in subparagraphs (a) and (b) of this Clause and such terms shall be incorporated verbatim and shall be deemed incorporated by reference in any such Bill of Lading. In such sub-clauses and in any Act referred to therein, the word "carrier" shall include the Contractor.

a) Clause Paramount: The responsibilities, obligations and liabilities of the Contractor in respect of the careful handling, loading, stowing, carrying, keeping, caring for and discharging of cargoes, including deck cargoes, shall be governed by the provisions of the Marine Liability Act of Canada, S.C. 2001, Chapter 6. This Agreement and all Bills of Lading issued for the cargo under same shall have effect subject to the Marine Liability Act of Canada, S.C. 2001, Chapter 6, and said Act shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the Department or Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Act. If any term of this Agreement or any Bill of Lading issued thereunder be repugnant to the Act to any extent, such term shall be void to that extent but no further.
b) **Both to Blame Collision Clause:** If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the Carrier against all loss or liability to the other or non-carrying vessel or the Vessels owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel or the Vessels owners to the owners of the cargo and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any vessels or objects other than, or in addition to the colliding vessels or object are at fault in respect of a collision or contact.

c) **No contraband of war shall be shipped,** but petroleum and/or its products shall not be deemed contraband of war for the purposes of this Clause. The Vessel shall not, however, be required, without the consent of the Department, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where it might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority) or any other purported governmental organization maintaining naval, military, or air forces.

**GC.29 CLEANING UP**

The Contractor shall at all times keep the Vessel free from accumulations of waste material or rubbish. The work areas shall be kept in a clean condition, satisfactory to the Department’s Representative.

**GC.30 ACCESS TO VESSEL AND FACILITIES**

The Department shall at all times have full and complete access to all areas of the Vessel.

**GC.31 STAFF**

The Contractor shall provide the necessary and certified staff to properly operate and maintain the Service and the number and classification of staff employed will be in accordance with the Canada Shipping Act, 2001 requirements for the Service. The crew will also be uniformed in accordance with Section GC.14.3. Crew will maintain all necessary certification required by Transport Canada to operate the Vessel. Validation of all certificates/certification of crew is the sole responsibility of the Contractor. While under Contract, the Vessel shall at all times be fully manned in accordance with the Vessel’s issued Minimum Safe Manning Document.
GC.32  NOTICES

Any notice or direction to the Contractor shall be deemed to be sufficiently given if sent by registered letter, postage or charges prepaid as the case may be, addressed to the Contractor at the Contractor's address as indicated on the Tender Form or at any address in Newfoundland and Labrador advised by the Contractor to the Department in substitution therefore. Any such notice so given shall be deemed to have been received by the Contractor at the time when, in the ordinary course, such letter should have reached its destination.

GC.33  CERTIFICATIONS

The Vessel shall, at all times while employed on the Ferry Service, comply with all applicable provisions of the Canada Shipping Act, 2001 and the Lloyds Registry of Shipping and the regulations thereunder, including possession of all valid certificates in accordance with the Canada Shipping Act, 2001 and the Lloyds Registry of Shipping. Any short termed or conditional operating certificates must be reported immediately to the Department. The Contractor must take prompt action, in the view of the Department, to ensure that any conditions are lifted and promptly advise the Department of the actions taken to do so.

GC.34  INTERFERENCE WITH SERVICE

Unless approved in advance by the Department, no act or thing shall be done or undertaken which might in any way interfere with the regular performance of the Service, except for the purposes of saving life or assisting vessels in distress.

GC.35  UNSPECIFIED PORTS

The Vessel shall not, on any voyage, call at any port not specified in this Agreement or otherwise approved in advance by the Department, except in cases of emergency or for refit.

GC.36  DANGEROUS GOODS

The Contractor shall not convey or permit to be conveyed in the Vessel freight which, by reason of its nature, quantity or mode of carriage is singularly or collectively liable to endanger the lives of the crew or the safety of the Vessel, neither shall any goods be carried in contravention of the Regulations Respecting the Carriage of Dangerous Goods in Ships.

GC.37  ABANDONMENT OR LOSS OF VESSEL

The Contractor shall not abandon the Vessel except in case of emergency and shall obey all provisions of law and any requirements made by insurance underwriters which govern the operation of the Vessel and shall not carry any cargo which might expose the Vessel to penalty, forfeiture or capture.
The loss, destruction or disablement of the Vessel shall not of itself constitute an excuse for the non-performance by the Contractor of the Service or any part thereof and in the event of such loss, destruction or disablement, the Contractor shall, as soon as possible thereafter and subject to the prior approval of the Department, replace at the Contractor's own expense the Vessel so lost, destroyed or disabled with another vessel that meets the requirements of this Agreement provided, however, that if it is established to the satisfaction of the Department that the Contractor is unable by reason of such loss, destruction or disablement to carry on the Service or any part thereof, the Department may, at its discretion, terminate this Agreement in whole or in part upon such terms, if any, as the Department may determine. The Department shall be entitled to withhold payment of such amounts as necessary pending a resolution under this section.

GC.38  EXPEDITIOUS REPAIRS

a) If the Vessel shall be unable to perform the Service for want of repairs, then such repairs shall be carried out in the most expeditious manner possible, to the satisfaction of the Department. The Contractor shall forthwith advise the Department of a requirement for such repairs and of the Contractor's proposed means of affecting such repairs.

b) The Contractor may, with the consent of the Department, substitute another suitable vessel for the Vessel during the time in which the Vessel is unable to perform the Service for want of repairs.

GC.39  INTERPRETATION OR AMENDMENT OF THE AGREEMENT

The Department shall at all times determine whether the terms and conditions of this Agreement have been performed and complied with as to the amount, if any, of compensation payable to the Contractor hereunder and as to the meaning and interpretation of this Agreement and the Department's decision upon all questions relating thereto shall be final and binding upon the Contractor.

GC.40  USERS COMMITTEE

Committees of users may be set up whose membership may comprise local, government and business interests to liaise with the Contractor on matters affecting the operation of the Service. The Contractor may be requested by the Department to provide a representative to attend meetings with the Committee.

GC.41  SMOKING OR ALCOHOL CONSUMPTION

During the operation of the Service no smoking or alcohol consumption shall be permitted on the Vessel. Signage to reflect these restrictions must be appropriately placed throughout the Vessel.
GC.42 INSURANCE

.1 The Contractor shall provide and maintain liability insurance with respect to the Vessel, as may be applicable, subject to limits set out in detail within these Tender Documents. Such insurance shall be in the names of the Contractor and Her Majesty in the Right of Newfoundland and Labrador as represented by the Minister of Transportation and Works.

.2 The Contractor shall provide the Department, within the time limit specified in these Tender Documents, with a completed Certificate of Insurance and shall, if requested at any time, provide the Department with a certified true copy of each policy of insurance. No work shall be undertaken until the insurance coverage is verified by an insurance company as in place.

.3 All insurance policies shall contain an endorsement requiring notification of Her Majesty in Right of Newfoundland and Labrador and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change.

.4 The Contractor shall forward to the Department each year confirmation of continuance of insurance coverage prior to any expiry date of the policy.
DEFINITIONS
DEFINITIONS

1. “Administrator of Shore Based Operations” means the person who is the successful bidder responding to the Department’s tender call of even date regarding Administration of Shore Based Operations for the Labrador Passenger/Freight/Vehicle Service and who is awarded the contract for the same – a copy of which tender calls has been available to any one who requests a tender package in response to this tender call to enable Bidders to understand the role of that person in relation to the service and Work which is the subject of this Tender Call.


3. "Certified" means duly authorized by Transport Canada, Marine Safety and applicable Class Society.

4. “Contract Documents” shall consist of the Tender Title Page, Table of Contents, Notice to Tenderers, Instructions to Tenderers, Tender Form, Supplementary General Conditions, Service Schedule, General Conditions, Definitions, and the executed Form of Agreement, and include such documents as are listed in the Agreement plus all amendments thereto incorporated before the execution of the same pursuant to the provisions of the Contract or agreed upon by the parties. The Successful Tenderer’s Tender, and any addenda to the Invitation to Tender issued to Tenderers up to the Close of Tenders shall also form part of the Contract Documents.

5. “Contractor” is the Successful Tenderer for the Service Tender.

6. “Department” means the Department of Transportation and Works, its agents, assigns, servants and/or representatives.

7. "Department’s Representative" means the duly authorized designate of the Department of Transportation and Works.

8. "Service" means the work or services performed or required to be performed by the Contractor under this Agreement.

9. "Minister" refers to the Minister of Transportation and Works of the Province of Newfoundland and Labrador and for the purpose of this document includes designated officials of the Department where applicable and reference to the Department in this Tender Document shall, where applicable, be a reference to the Minister.

10. “Subcontractor” means a person, firm or corporation having a direct Contract with the Contractor to perform part or parts of the Work included in the Scope of the Contract.
Definitions:

Tender for Lewisporte – Port North to Nain Freight Vessel Service

11. “Tenderer” means a party submitting a tender for the Ferry Service.

12. “Time”
    a) The Contract Length is the time stated in Contract Documents.
    b) The term “day”, as used in the Contract Documents, shall mean the calendar day.

13. “Tonne” is one metric tonne or 1,000 kg.

14. “Vessel” means the motorized vessel meeting the requirements as per the Tender Documents.

15. “Work” and/or “Service” includes all labour, materials, and equipment (including marine vessels), as shown or described in the Contract Documents, or any portion thereof. Throughout these Contract Documents both terms are used interchangeably and neither term includes or excludes any items of work and/or service not covered by the other.

The singular number, where used herein, shall include the plural and vice versa. The masculine, where used herein, shall include the feminine.
FORM OF AGREEMENT
FORM OF AGREEMENT BETWEEN
DEPARTMENT AND CONTRACTOR
FOR
LEWISPORTE-PORTS NORTH TO NAIN FREIGHT VESSEL SERVICE

THE AGREEMENT MADE ON THIS 31ST DAY OF MARCH, 2011 AT ST. JOHN’S IN THE PROVINCE OF NEWFOUNDLAND AND LABRADOR.

BETWEEN: HER MAJESTY in Right of Newfoundland and Labrador as represented by the Department of Transportation and Works;

(hereinafter called the "Department");

OF THE ONE PART.

AND:

GREAT LAICES FEEDER LINES ULC

(hereinafter called the "Contractor");

OF THE OTHER PART.

The Department and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

1.1 perform the Work required by the Contract Documents for Tender #134-10POF for the provision of the Lewisporte-Ports North To Nain Freight Vessel Service which has been signed in duplicate by both parties.

1.2 do and fulfill everything indicated by this Agreement; and

1.3 commence the Work not later than June 12, 2011 or upon receiving written notice from the Department, have the Vessel prepared and ready to operate at the Port of Lewisporte as of June 1st or other date thereafter as identified in the notice.
ARTICLE A-2  THE TERM OF THE CONTRACT

2.1  The term of the Contract shall be for five (5) yearly operating seasons which shall commence not later than June 12th, 2011, with an option to renew for an additional five (5) yearly operating seasons on an annual basis or any part thereof in the manner prescribed in the Contract Documents at the sole discretion of the Department.

2.2  The Contract shall terminate on March 31st, 2016 if the option to renew for a five (5) yearly operating season of any part thereof is not exercised at least ninety (90) days prior to termination or such lesser notice period as mutually agreed in writing between the Parties.

ARTICLE A-3  AGREEMENTS AND AMENDMENTS

3.1  The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the Work that is not expressly listed in Article A-1 of this Agreement.

3.2  The Contract may be amended only as provided in the Contract Documents.

ARTICLE A-4  CONTRACT DOCUMENTS

4.1  The following is the exact list of Contract Documents referred to in Article A-1 of the Agreement:

1.  Tender Title Page
2.  Table of Contents
3.  Notice to Tenderers
4.  Instruction to Tenderers
5.  Tender Form
6.  Supplementary General Conditions
7.  Service Schedule
8.  General Conditions
9.  Definitions
10.  Form of Agreement
12.  Memorandum of Understanding Re: Ship and Shore Based Services
ARTICLE A-5  CONTRACT PRICE

5.1 The Contract Price is comprised of the rates submitted by the Contractor as stated in the
Tender Form, which forms part of the Contract Documents;

5.2 All amounts are payable in Canadian Funds; and

5.3 These amounts shall be subject to such adjustments as are provided in the Contract
Documents.

ARTICLE A-6  PAYMENT

6.1 Subject to the provisions of the Contract Documents, the Department shall pay to the
Contractor in Canadian funds the amounts provided for in General Condition 25 of the
Contract Documents.

6.2 Interest, where and to the extent that it becomes owing under this Agreement, shall be paid
by the Department as provided for pursuant to and in accordance with the Financial
Administration Act.

ARTICLE A-7  NOTICES

7.1 Notices in writing between the parties shall be considered to have been received by the
addressee on the date of delivery if delivered to the individual, or to a member of the firm, or
to an officer of the corporation for whom they are intended by hand or by registered post; or
if sent by regular post, to have been delivered within five working days of the date of mailing
when addressed as follows:

To the Department at:  Mr. Walter Pumphrey, Director of Operations
Department of Transportation and Works
P.O. Box 97, Lewisporte, NL  A0G 3A0

or such other address as the Department may advise the Contractor in writing.

To the Contractor at: Mr. Aldert Van Nieuwkoop, President
Great Lakes Feeder Lines ULC
3425 Harvester Rd., Suite 203A
Burlington, Ontario
L7N 3N1

or such other address as the Contractor may advise the Department in writing.
ARTICLE A-8 LANGUAGE OF THE CONTRACT

8.1 When the Contract Documents are prepared in both the English and French languages, it is agreed that, in the event of any apparent discrepancy between the English and French version, the English language shall prevail; and

8.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-9 SUCCESSION

9.1 The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and, subject to the law and the provisions of the Contract Documents, shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

ARTICLE A-10 ARBITRATION

10.1 Any disputes arising under this Agreement, if not settled amicably, shall be referred to arbitration under the provisions of the Arbitration Act of the Province of Newfoundland and Labrador which shall be applicable to and govern such arbitration.
IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written by the hands of their duly authorized representatives.

SIGNED AND THE SEAL OF THE DEPARTMENT OF TRANSPORTATION AND WORKS AFFIXED IN THE PRESENCE OF:

[Signature]
(Witness Signature)

DEPARTMENT OF TRANSPORTATION AND WORKS PER:

[Signature]
Deputy Minister

SIGNED AND THE SEAL OF THE CONTRACTOR AFFIXED IN THE PRESENCE OF:

[Signature]
Signed by [Name and Title of Person Signing]

CONTRACTOR
GREAT LAKES FEEDER LINES ULC

Section 30(1)
PROTOCOLS FOR SECURITY OF GOVERNMENT INFORMATION ON INFORMATION TECHNOLOGY – ASSETS OF CONTRACTORS
PROTOCOLS FOR SECURITY OF GOVERNMENT INFORMATION ON INFORMATION TECHNOLOGY – ASSETS OF CONTRACTORS

The Contractor and the Department will confirm whether the Contractor will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the Contract. Where the Contractor is required to use such assets the Contractor will have to meet the protocols for the use of the same established by the Office of the Chief Information Officer of the Government of Newfoundland and Labrador as the Department’s representative.

The following requirements apply where the Contractor will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Contractor’s own information technology resources.

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

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

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

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

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
• Where a Contractor will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Contractor shall not:

  o Share personal computer drives or folders on a computer accessing the network; or
  o Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

• These requirements apply to the Contractor and all employees, servants and/or agents or permitted Sub-Contractors of the Contractor, and it is the responsibility of the Contractor to ensure that all such employees, servants and/or agents or permitted Sub-Contractors are aware of these restrictions and are in compliance herewith.
MEMORANDUM OF UNDERSTANDING RE: SHIP AND SHORE BASED SERVICES

THIS MEMORANDUM OF UNDERSTANDING RE: SHIP AND SHORE BASED SERVICES made at the places and on the dates hereafter indicated.
Between: of , in the Province of Newfoundland and Labrador the successful Bidder on the Department of Transportation and Works Tender for Administration of Shore Based Operations for the Labrador Passenger/Freight/Vehicle Service (hereafter the “Shore Based Services Contractor”)

And: of , in the Province of Newfoundland and Labrador the successful Bidder on the Department of Transportation and Works Tender for Lewisporte – Posts North To Nain Freight Vessel Service (hereafter the “Freight Service Contractor”)

And: of , in the Province of Newfoundland and Labrador, the successful Bidder on the Department of Transportation and Works Tender for Operation Of The M/V Sir Robert Bond Passenger/Freight/Vehicle Service (hereafter the “Bond Contractor”)

And: of , in the Province of Newfoundland and Labrador the successful Bidder on the Department of Transportation and Works Tender for Goose Bay- Black Tickle Posts North To Nain Passenger/Freight Service Operation Of The M/V Northern Ranger (hereafter the “Ranger Contractor”)

Whereas the parties to this Memorandum of Understanding were each the successful Bidder on the respective Tender Calls above noted;

And Whereas the parties to this Memorandum of Understanding are desirous of cooperating and working together to achieve in so far as the Contracts that they have entered into with the Department of Transportation and Works bind them to do so the delivery of passenger and freight related services the benefit of Newfoundlanders and Labradorians and the users of their respective services;

And Whereas the parties to this Memorandum further to the Contracts that they have each respectively signed with the Department of Transportation and Works wish to enter into this Memorandum of Understanding to clearly reflect their respective understanding of the respective roles that they will each play in the delivery of shore and sea based services in the delivery of their respective contractual obligations.

Now therefore this Memorandum of Understanding Witnesseth that in consideration of the mutual covenants and commitments contained herein and the sum of One ($1.00) paid by each of the parties hereto to the other (the receipt and sufficiency of which consideration is hereby acknowledged) the parties hereto agree as follows:

1. In support of the Labrador Passenger/Freight/Vehicle Service the Shore Based Services Contractor will coordinate the booking of passengers/freight/vehicles the three (3) above noted vessels operating on the Labrador Passenger/Freight/Vehicle Service.

2. That the Shore Based Services Contractor has familiarized itself with its own duties under
its aforesaid Tender Contract with the Department of Transportation and Works and the respective duties of the other parties to this Memorandum of Understanding as reflected in their Contracts with the Department of Transportation and Works in so far as they relate to the provision of the respective Passenger/Freight/Vehicle Services described therein;

3. That each of the Freight Service Contractor, Bond Contractor, and Ranger Contractor affirms that it has familiarized itself with its own duties under its aforesaid Tender Contract with the Department of Transportation and Works and the duties of the Shore Based Services Contractor as reflected in the contract with the Department of Transportation and Works in so far as they relate to the provision of the respective Passenger/Freight/Vehicle Services described therein;

4. That the Shore Based Services Contractor in addition to coordinating the scheduling and operation of the respective vessels of Freight Service Contractor, Bond Contractor, and Ranger Contractor to ensure Passenger/Freight/Vehicle Service delivery as provided for in the contracts of the parties to this Memorandum of Understanding with the Department of Transportation and Works, will provide to the extent of its contractual obligations to the Department of Transportation and Works Vessel Schedule Coordination Services, Freight Handling Services, Terminal Management and Traffic Management Services at the ports of call provided for in the contracts noted above that the Freight Service Contractor, Bond Contractor, and Ranger Contractor have entered into with the Department of Transportation and Works, Reservations Booking Services for Passenger and Freight (as the case may be) including issuing tickets for passenger travel and bills of lading for the shipment of goods on the vessels operated by the Freight Service Contractor, Bond Contractor, and Ranger Contractor that are covered by this Memorandum of Understanding, Passenger Services (including dealing with passenger inquiries and complaints regarding the above noted vessel, handling Freight Services/ Reservations (Passenger/Freight) for the above noted vessels, Revenue Collection on behalf of the Department of Transportation and Works in respect of all of the aforementioned services related to the vessels of the Freight Service Contractor, Bond Contractor, and Ranger Contractor that are covered by this Memorandum of Understanding, Handling and Administering Insurance Claims by Passengers and the Shippers and Consignees of Freight, Maintenance and Repair of Equipment and Machinery supplied by the Shore Based Services Contractor in support of shipping services of the Freight Service Contractor, Bond Contractor, and Ranger Contractor related the subject matter of this Memorandum of Understanding, and Liaison with the Freight Service Contractor, Bond Contractor, and Ranger Contractor related to the same.

5. Except as hereinafter noted or as noted in the tender documents related to the above noted Contracts that the parties hereto have each entered into with the Department of Transportation and Works the Shore Based Services Contractor shall provide the degree of Shore Based logistical support identified in the Contract that Shore Based Services Contractor signed with the Department of Transportation and Works necessary to ensure a complete and adequate passenger/freight/vehicle service, including the operation by the Shore Based Services Contractor of the Terminal Ports of Lewisporte and Goose Bay and
the maintenance of a representative at all of the ports along the Labrador Coast namely, Black Tickle, Cartwright, Rigolet, Postville, Makkovik, Hopedale, Natuashish and Nain covered by the Shore Based Services Contractor’s Contract with the Department of Transportation and Works. In this regard the Shore Based Services Contractor shall maintain the Terminal Ports for off-season activity related to the services which are the subject matter of this Memorandum of Understanding. Such Shore Based Operations by the Shore Based Services Contractor shall include, but is not limited to, labour, materials, equipment, supplies and services for proper execution of the above noted services as per the Shore Based Services Contractor’s Contract with the Department of Transportation and Works.

6. The Shore Based Services Contractor shall provide for a Newfoundland and Labrador based office for coordination and administration of the Labrador Passenger/Freight/Vehicle Service.

7. The Shore Based Services Contractor will be responsible for the administration of all passenger/freight/vehicle operations carried out by the three (3) passenger/freight vessels.

8. The Shore Based Services Contractor will be responsible for drafting a vessel loading plan based on freight demand (considering sequencing for offloading freight along the Labrador coast) for approval by the relevant vessel contractor of each of the three (3) vessels each time it is to be loaded and for supplying a copy of that plan to the vessel contractor concerned. For the terminal ports of Lewisporte and Goose Bay, the vessel contractor concerned being the Freight Service Contractor, Bond Contractor, and Ranger Contract (as the case might be) is responsible for reviewing and approving the vessel loading plan proposed by the Shore Based Services Contractor and for ensuring that the proposed loading plan is acceptable and safe from a weight and stability perspective and for overall vessel safety. Except as stated below and in the respective Contracts that the parties hereto have signed with the Department of Transportation and Works the Shore Based Services Contractor will load the vessel contractor’s vessel, in the primary terminal ports of Lewisporte and Goose Bay in accordance with the approved vessel loading plan and under the direction of the vessel crew, with the exception of the Northern Ranger, the loading and offloading of which at ports will be the responsibility of the Ranger Contractor.

9. The respective vessel contractors, being the Freight Service Contractor, Bond Contractor, and Ranger Contractor (as the case might be) for each of the three (3) vessels shall be responsible for securing all cargo for safe transit. Care and custody of the freight will be the responsibility of the vessel contractor as soon as the freight is placed on deck in accordance with the approved vessel loading plan, or provided to the operator of the M/V Northern Ranger for loading.

10. The vessel contractor for the Freight Service Contractor and the Bond Contractor, are responsible to oversee the loading of freight onto the their respective vessels by the Shore
Based Services Contractor at the primary terminal ports of Lewisporte and Goose Bay. The respective vessel contractors for each of the three (3) vessels being the Freight Service Contractor, Bond Contractor, and Ranger Contractor (as the case might be) as a condition of their respective contracts with the Department of Transportation and Works as reflected in this Memorandum of Understanding will be required to and must detail and record the condition and/or damage of the freight loaded on-board the vessel as loaded freight becomes the responsibility of the respective contractors of each of the three (3) vessels until the freight is off-loaded at its destination port and accepted by the Shore Based Services Contractor and report the same to the Shore Based Services Contractor. The vessel contractor for the each of the three (3) vessels concerned being the Freight Service Contractor, Bond Contractor, and Ranger Contractor (as the case might be) will be responsible for any damage to freight which occurs from the time the freight is accepted from the Contractor as Administrator of Shore Based Operations up to and including the acceptance of the freight by the Contractor as Administrator of Shore Based Operations at the destination port and for damages to any containers of the Shore Based Services Contractor that occurs during this period of time. Other than the primary terminal ports of Lewisporte and Goose Bay the vessel contractor for the each of the three (3) vessels concerned being the Freight Service Contractor, Bond Contractor, and Ranger Contractor (as the case might be) will be responsible for the loading and off-loading of the freight at all other ports.

11. The Ranger Contractor will be responsible for loading and offloading that vessel’s freight to/from the wharf in all ports, including the primary port of Goose Bay. This is due to the fact that this vessel is loaded/offloaded with the vessels cranes.

12. The Freight Service Contractor, Bond Contractor, and Ranger Contractor will promptly respond to any enquiries concerning any of the above matter made of them by the Shore Based Services Contractor and cooperate and provide full assistance in the resolution of any matters related thereto.

13. The Shore Based Services Contractor will promptly respond to any enquiries concerning any of the above matters made of the Shore Based Services Contractor by the Freight Service Contractor, Bond Contractor, and Ranger Contractor and cooperate and provide full assistance in the resolution of any matters related thereto.

14. Any dispute between the parties to this Memorandum of Understanding will be decided upon by the representative of the Department of Transportation and Works appointed for such a purpose whose decision shall be final and binding as between the parties to this Memorandum of Understanding.

15. This Memorandum of Understanding shall come into effect as between the Shore Based Services Contractor and each of Freight Service Contractor, Bond Contractor, and Ranger Contractor on the date that each of Freight Service Contractor, Bond Contractor, and Ranger Contractor respectively executes the same.
16. This Memorandum of Understanding may be signed in counterparts with the counterparts taken together constituting a valid and legally binding agreement.

In Witness Whereof the parties hereto have executed this Memorandum of Understanding on the dates and at the places hereafter written under the hands of their duly authorized representatives.

Signed by the Shore Based Services Contractor at , NL on This day of , 2011

Witness

Shore Based Services Contractor

Signed by the Freight Service Contractor at , NL on This day of April, 2011

Witness

Freight Service Contractor

Section 30(1)

Signed by the Bond Contractor at , NL on This day of , 2011

Witness

Bond Contractor

Signed by the Ranger Contractor at , NL on This day of , 2011

Witness

Ranger Contractor
DEPARTMENT OF TRANSPORTATION AND WORKS

ADDENDUM NO. 2

134-10POF - Lewisporte - Ports North to Nain Freight Vessel Service

1. PRECEDENCE

This addendum shall form an integral part of the contract specification to be read in conjunction therewith. This addendum shall take precedence over all forms of the aforementioned specification with which it may prove to be at variance or may be otherwise be qualified in writing by authorized personnel.

2. GENERAL

The general conditions and all documents issued with this specification shall apply to govern all phases for the work covered by this Addendum.

3. PURPOSE

The purpose of this Addendum is to:

Advise Contractors that the tender closing date has been revised to February 28, 2011 at Noon.

Contractors are advised to acknowledge receipt of this Addendum on Page 3 Item 9 of the Tender Form when submitting a bid.

Stephen Slaney
Program Co-ordinator
Tendering and Contracts
Transportation and Works
Ground Floor, Confederation Building
St. John’s, NL A1B 4J6
709-729-3925
Fax: 709-729-6729
stephenslaney@gov.nl.ca
END
February 4, 2011
This Assignment Agreement made at St. John’s, NL, this 10th day of June, 2011.

Between: Great Lakes Feeder Lines ULC of 3425 Harvest Road, Suite 203A, Burlington, Ontario (hereinafter called the “Assignor”)

And: CAI Nuansiaut Marine Inc., a body corporate organized and existing under the laws of the Province of Newfoundland & Labrador (hereinafter called the “Assignee”)

And: Her Majesty the Queen in right of Newfoundland, as represented by the Minister of Transportation & Works (hereinafter called the “Consenter”)

Whereas the Assignor entered into a contract with Her Majesty the Queen in right of Newfoundland & Labrador with respect to Tender No. 0134-10POF Lewisporte Ports North to Nain Freight Vessel Service (hereinafter referred to as the “Contract”).

And Whereas the Assignor is desirous of assigning the benefit and burden of the Contract and the interest of the Assignor in the Contract to the Assignee;

And Whereas the Assignee is prepared to and is desirous of accepting the benefit and burden of the Contract and the interest of the Assignor in the Contract from the Assignor;

And Whereas work commenced on the Contract on June 10, 2011;

And Whereas under the terms & conditions of the Contract and in particular G.C. 23 of the same the benefit & burden of the Contract & interest of the Assignor in the Contract may be assigned by the Assignor to the Assignee with the permission of the Consenter;

And Whereas the Consenter is prepared to consent to the assignment of the benefit and burden of the Contract and interest of the Assignor in the Contract to the Assignee on the terms and conditions more particularly set out herein:

Now Therefore this Agreement Witnesseth that in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by each of the parties hereto to the other, the receipt and sufficiency of which consideration is acknowledged by the parties hereto the parties agree as follows:
1. Subject to Sections 3 & 4 hereof the Assignor assigns to the Assignee the burden & benefit of the Contract and transfers, assigns & conveys the interest of the Assignor in the Contract to the Assignee;

2. Subject to Sections 3 & 4 hereof the Assignee accepts from the Assignor the burden & benefit of the Contract and the assignment, transfer and conveyance from the Assignee of the interest of the Assignor in the Contract;

3. The Consenter consents to the assignment of the benefit and burden of the contract by the Assignor to the Assignee & of the interest of the Assignor in the Contract to the Assignee subject to:

   (i) the Assignee first obtaining and putting in place and providing to the Consenter as required by the Contract:

       (a) a certificate of insurance;

       (b) Commencement Security as provided for in the Contract, if the Vessel referenced in the Contract has not commenced service;

       (c) Performance Security as provided for in the Contract; and

       (d) a Certificate of Clearance from the Workplace, Health, Safety & Compensation Commission;

   (ii) the Assignee not undertaking or carrying out work under the Contract until all of the requirements of paragraphs 3(i) (a) - (d) inclusive hereof have been met; and

   (iii) this Assignment Agreement not taking effect until this Assignment Agreement is fully executed by the parties hereto and all of the requirements of paragraphs 3(i) (a) - (d) inclusive hereof have been met;

4. For greater certainty the parties hereto agree that this Assignment Agreement will be null and void and of no legal effect if the Assignee has not met all of the requirements of paragraphs 3 (i) (a) to (d) inclusive hereof within fourteen (14) days of the date of execution of this Agreement; and

5. This Amending Agreement may be signed in counterparts and the counterparts when taken together shall constitute a legal and binding contract upon the parties thereto.
In Witness Whereof the parties hereto have executed this Agreement on the date and at the place first above noted.

Signed & the Corporate Seal of the Assignor affixed in the presence of:

Witness

Signed & the Corporate Seal of the Assignee affixed in the presence of:

CAI Nunatsiavut Marine Inc. Assignee

Signed & the Corporate Seal of the Consenter affixed in the presence of:

Her Majesty the Queen in right of Newfoundland & Labrador as Represented by the Minister of Transportation & Works Consenter
This Assignment Agreement made at St. John's, NL, this 10th day of June, 2011.

Between: Great Lakes Feeder Lines ULC of 3425 Harvest Road, Suite 203A, Burlington, Ontario (hereinafter called the "Assignor")

And: CAI Nunatsavut Marine Inc., a body corporate organized and existing under the laws of the Province of Newfoundland & Labrador (hereinafter called the "Assignee")

And: Her Majesty the Queen in right of Newfoundland, as represented by the Minister of Transportation & Works (hereinafter called the "Consenter")

Whereas the Assignor entered into a contract with Her Majesty the Queen in right of Newfoundland & Labrador with respect to Tender No. 0134-10P01 Lewisporte Ports North to Nain Freight Vessel Service (hereinafter referred to as the "Contract").

And Whereas the Assignor is desirous of assigning the benefit and burden of the Contract and the interest of the Assignor in the Contract to the Assignee;

And Whereas the Assignee is prepared to and is desirous of accepting the benefit and burden of the Contract and the interest of the Assignor in the Contract from the Assignor;

And Whereas work commenced on the Contract on June 10, 2011;

And Whereas under the terms & conditions of the Contract and in particular G.C. 23 of the same the benefit & burden of the Contract & interest of the Assignor in the Contract may be assigned by the Assignor to the Assignee with the permission of the Consenter;

And Whereas the Consenter is prepared to consent to the assignment of the benefit and burden of the Contract and interest of the Assignor in the Contract to the Assignee on the terms and conditions more particularly set out herein:

Now Therefore this Agreement Witnesseth that in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by each of the parties hereto to the other, the receipt and sufficiency of which consideration is acknowledged by the parties hereto the parties agree as follows:
1. Subject to Sections 3 & 4 hereof the Assignor assigns to the Assignee the burden & benefit of the Contract and transfers, assigns & conveys the interest of the Assignor in the Contract to the Assignee;

2. Subject to Sections 3 & 4 hereof the Assignee accepts from the Assignor the burden & benefit of the Contract and the assignment, transfer and conveyance from the Assignee of the interest of the Assignor in the Contract;

3. The Consenter consents to the assignment of the benefit and burden of the contract by the Assignor to the Assignee & of the interest of the Assignor in the Contract to the Assignee subject to:

(i) the Assignee first obtaining and putting in place and providing to the Consenter as required by the Contract:

(a) a certificate of insurance;

(b) Commencement Security as provided for in the Contract, if the Vessel referenced in the Contract has not commenced service;

(c) Performance Security as provided for in the Contract; and

(d) a Certificate of Clearance from the Workplace, Health, Safety & Compensation Commission;

(ii) the Assignee not undertaking or carrying out work under the Contract until all of the requirements of paragraphs 3(i) (a) - (d) inclusive hereof have been met;

(iii) this Assignment Agreement not taking effect until this Assignment Agreement is fully executed by the parties hereto and all of the requirements of paragraphs 3(i) (a) - (d) inclusive hereof have been met;

4. For greater certainty the parties hereto agree that this Assignment Agreement will be null and void and of no legal effect if the Assignee has not met all of the requirements of paragraphs 3 (i) (a) to (d) inclusive hereof within fourteen (14) days of the date of execution of this Agreement; and

5. This Amending Agreement may be signed in counterparts and the counterparts when taken together shall constitute a legal and binding contract upon the parties thereto.
In Witnesseth Whereof the parties hereto have executed this Agreement on the date and at the place first above noted.

Signed & the Corporate Seal of the Assignor affixed in the presence of:

Witness

Great Lakes Feeder Lines ULC Assignor

Signed & the Corporate Seal of the Assignee affixed in the presence of:

Witness

CAI Nunnatsavut Marine Inc. Assignee

Signed & the Corporate Seal of the Consenter affixed in the presence of:

Witness

Section 30(1)

Her Majesty the Queen in right of Newfoundland & Labrador as Represented by the Minister of Transportation & Works Consenter
This Assignment Agreement made at St. John’s, NL, this 10th day of June, 2011.

Between: Great Lakes Feeder Lines ULC of 3425 Harvest Road, Suite 203A, Burlington, Ontario (hereinafter called the “Assignor”)

And: CAI Nunatsiavut Marine Inc., a body corporate organized and existing under the laws of the Province of Newfoundland & Labrador (hereinafter called the “Assignee”)

And: Her Majesty the Queen in right of Newfoundland, as represented by the Minister of Transportation & Works (hereinafter called the “Consenter”)

Whereas the Assignor entered into a contract with Her Majesty the Queen in right of Newfoundland & Labrador with respect to Tender No. 0134-10POF Lewisporte Ports North to Nain Freight Vessel Service (hereinafter referred to as the “Contract”).

And Whereas the Assignor is desirous of assigning the benefit and burden of the Contract and the interest of the Assignor in the Contract to the Assignee;

And Whereas the Assignee is prepared to and is desirous of accepting the benefit and burden of the Contract and the interest of the Assignor in the Contract from the Assignor;

And Whereas work commenced on the Contract on June 10, 2011;

And Whereas under the terms & conditions of the Contract and in particular G.C. 23 of the same the benefit & burden of the Contract & interest of the Assignor in the Contract may be assigned by the Assignor to the Assignee with the permission of the Consenter;

And Whereas the Consenter is prepared to consent to the assignment of the benefit and burden of the Contract and interest of the Assignor in the Contract to the Assignee on the terms and conditions more particularly set out herein:

Now Therefore this Agreement Witnesseth that in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by each of the parties hereto to the other, the receipt and sufficiency of which consideration is acknowledged by the parties hereto the parties agree as follows:
1. Subject to Sections 3 & 4 hereof the Assignor assigns to the Assignee the burden & benefit of the Contract and transfers, assigns & conveys the interest of the Assignor in the Contract to the Assignee;

2. Subject to Sections 3 & 4 hereof the Assignee accepts from the Assignor the burden & benefit of the Contract and the assignment, transfer and conveyance from the Assignor of the interest of the Assignor in the Contract;

3. The Consenter consents to the assignment of the benefit and burden of the contract by the Assignor to the Assignee & of the interest of the Assignor in the Contract to the Assignee subject to:

   (i) the Assignee first obtaining and putting in place and providing to the Consenter as required by the Contract:

      (a) a certificate of insurance;

      (b) Commencement Security as provided for in the Contract, if the Vessel referenced in the Contract has not commenced service;

      (c) Performance Security as provided for in the Contract; and

      (d) a Certificate of Clearance from the Workplace, Health, Safety & Compensation Commission;

   (ii) the Assignee not undertaking or carrying out work under the Contract until all of the requirements of paragraphs 3(i) (a) - (d) inclusive hereof have been met; and

   (iii) this Assignment Agreement not taking effect until this Assignment Agreement is fully executed by the parties hereto and all of the requirements of paragraphs 3(i) (a) - (d) inclusive hereof have been met;

4. For greater certainty the parties hereto agree that this Assignment Agreement will be null and void and of no legal effect if the Assignee has not met all of the requirements of paragraphs 3 (i) (a) to (d) inclusive hereof within fourteen (14) days of the date of execution of this Agreement; and

5. This Amending Agreement may be signed in counterparts and the counterparts when taken together shall constitute a legal and binding contract upon the parties thereto.
In Witnesseth Whereof the parties hereto have executed this Agreement on the date and at the place first above noted.

Signed & the Corporate Seal of the Assignor affixed in the presence of:

Witness

Great Lakes Feeder Lines ULC Assignor

Signed & the Corporate Seal of the Assignee affixed in the presence of:

Witness

CAI Nunatsiavut Marine Inc. Assignee

Signed & the Corporate Seal of the Consenter affixed in the presence of:

Witness

Her Majesty the Queen in right of Newfoundland & Labrador as Represented by the Minister of Transportation & Works Consenter
TENDER/CONTRACT TITLE: CLEANING SERVICES 2012 - 2014
SERVICE CONTRACT NO: CLEA14216
TENDER CLOSING DATE & TIME: June 19, 2012 @ 3:00PM

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER: Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR NAME: J & G Cleaning Inc.
CONTRACTOR'S ADDRESS: P.O. Box 6
Birchy Bay, NL
POSTAL CODE: A0G 1E0
TELE: 709-659-3102   FAX: 709-3029
EMAIL: j.g.cleaning1@gmail.com
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders, Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:
Numbers: 5

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor

SIGNATURE OF TENDERER:

J. And G Cleaning Inc
Company Name

P.O. Box 6
Company Address

Birchy Bay, NL

Signing Officer

Title Partner

Date
May 1, 2012

Corporate Seal

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the Owner

Signature

Title Deputy Minst

Witnessed by

Date July 4, 12
# Appendix A - TENDER PRICE TABLE

## CLEA14216 - CLEANING SERVICES

### SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No. of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 Grand Falls-Windsor Campus</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1.02 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.03 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.04 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.05 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.06 N/A</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.07 N/A</td>
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<td></td>
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</tr>
<tr>
<td>1.08 N/A</td>
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<td></td>
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</tr>
<tr>
<td>1.09 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11 SubTotal Lump Sum Price per Contract (Sum lines 1.01 to 1.10)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION 2 Unit Price Component

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01 N/A</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2.02 N/A</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2.03</td>
<td></td>
<td></td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

*Estimate only for evaluation purposes. Payment will be based on actual hours authorized and worked.

### SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Price Component (Insert Total from Section 1)</td>
<td></td>
</tr>
<tr>
<td>Unit Price Component (Insert Total from Section 2)</td>
<td></td>
</tr>
<tr>
<td>SubTotal (Sum lines 3.01 – 3.02)</td>
<td></td>
</tr>
<tr>
<td>Harmonized Sale Tax (HST) (Multiply Line 3.03 by 13%)</td>
<td></td>
</tr>
<tr>
<td>Total Tender Amount (Sum lines 3.03 – 3.04)</td>
<td>$133,679.00</td>
</tr>
</tbody>
</table>

Refer to the Supplementary Instructions to Bidders for completion of this form.

Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

MAINTENANCE/SERVICE CONTRACTS
SNOW CLEARING, VARIOUS GOVERNMENT BUILDINGS
AVALON REGION – LUMP SUM
2012 - 2015

TENDER/CONTRACT FORM

SECTION A

SERVICE CONTRACT NO: SNLS15105

TENDER CLOSING DATE & TIME

Aug 27 @ 3 Pm, 2012

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER:
Her Majesty the Queen in right of Newfoundland, as represented by the Honorable the Minister of Transportation & Works.

REGIONAL DIRECTOR:
Regional Director of the Works Division of Department of Transportation & Works or his authorized representatives for the Regions in which the work is to be performed.

CONTRACTOR:
Gossie’s Landscaping LTD

CONTRACTOR’S ADDRESS:
10 Russworth Pl, Torbay, NL

POSTAL CODE: A1K 1J1

TELEPHONE # 437-6456  FAX # 437-7223

E-MAIL thirteen@nl.rogers.com
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under and on the terms and conditions of the Contract Documents, issued with respect thereto for and at the unit prices and/or lump sum prices set out in this the Tender Form.

The Contract shall remain in force for the period stated in The Supplementary Instructions to Bidders "Duration of Contract" of the Contract Specification and more clearly defined in the acceptance letter from the owner as to the exact starting-termination dates.

The Contractor agrees that this Tender/Contract Form when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Contractor agrees that the owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Number(s) 3

[Handwritten note: Keith informed me he has received addendum J]
**SCHEDULE "A1"**

**TENDER PRICING (SNLS15105)**

**SECTION A.** Separate Tender Breakdown (per building). Lump Sum Price Calculation.

<table>
<thead>
<tr>
<th>Building Description</th>
<th>3 Year Rate Per Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 Pleasantville Bldg 801</td>
<td></td>
</tr>
<tr>
<td>A2 Pleasantville Bldg 810</td>
<td></td>
</tr>
<tr>
<td>A3 Pleasantville Bldg 812</td>
<td></td>
</tr>
<tr>
<td>A4 Pleasantville Bldg 901</td>
<td></td>
</tr>
<tr>
<td>A5 Pleasantville Bldg 902</td>
<td></td>
</tr>
<tr>
<td>A6 Pleasantville Bldg 903</td>
<td></td>
</tr>
<tr>
<td>A7 Pleasantville Bldg 904</td>
<td></td>
</tr>
<tr>
<td>A8 Pleasantville Bldg 907</td>
<td></td>
</tr>
<tr>
<td>A9 Pleasantville Bldg 908</td>
<td></td>
</tr>
<tr>
<td>A10 Pleasantville Bldg 909</td>
<td></td>
</tr>
<tr>
<td>A11 Pleasantville Bldg 910</td>
<td></td>
</tr>
<tr>
<td>A12 Pleasantville Bldg 1042</td>
<td></td>
</tr>
<tr>
<td>A13 Pleasantville Bldg 1043</td>
<td></td>
</tr>
<tr>
<td>A14 Pleasantville Bldg 1045 (fire lane)</td>
<td></td>
</tr>
<tr>
<td>A15 Pleasantville Bldg 1048</td>
<td></td>
</tr>
<tr>
<td>A16 Pleasantville Bldg 1050</td>
<td></td>
</tr>
<tr>
<td>A17 Pleasantville Bldg 1242 Regional Storage Facility</td>
<td></td>
</tr>
<tr>
<td>A18</td>
<td></td>
</tr>
<tr>
<td>A19</td>
<td></td>
</tr>
<tr>
<td>A20</td>
<td></td>
</tr>
<tr>
<td>A21</td>
<td>Lump Sum Price (Sum of Lines A1-A20)</td>
</tr>
</tbody>
</table>

**SECTION B.** Unit Price Component Calculation. Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)

<table>
<thead>
<tr>
<th></th>
<th>A. Unit Rate</th>
<th>B. Total Hours (Estimated)*</th>
<th>C. Total Unit Rate (A x B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>(A) $</td>
<td>N/A</td>
<td>(B)</td>
</tr>
<tr>
<td>B2</td>
<td>Unit Price (Total from Line B1(C))</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION C.** Total Tendered Price. Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)

<table>
<thead>
<tr>
<th>Pricing Component</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Lump Sum Price Component (Insert Total from Line A21)</td>
<td></td>
</tr>
<tr>
<td>C2 Unit Price Component (Insert Total from Line B2)</td>
<td></td>
</tr>
<tr>
<td>C3</td>
<td>Subtotal</td>
</tr>
<tr>
<td>C4 Harmonized Sale Tax (13%)</td>
<td></td>
</tr>
<tr>
<td>C5</td>
<td>Total Tender Price $120,345.00</td>
</tr>
</tbody>
</table>

**SECTION D.** TOTAL TENDERED PRICE (INSERT FROM LINE C5) $120,345.00
CONTRACTOR'S SIGNATURE:
This Section is to be completed by **CONTRACTOR**

Goose's Landscaping Ltd.
Contractor's Name

20 Rutsworthy Pl.
Torbay, NL A1K 1J7
Contractor’s Address

Signed By
Section 30(1)

Witnessed By
August 22, 2012
Date

FOR DEPARTMENTAL USE ONLY

4.

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the **OWNER**

Signature

Title

Witnessed By

Date
MAINTENANCE/SERVICE CONTRACTS
SNOW CLEARING, VARIOUS GOVERNMENT BUILDINGS
CENTRAL, WESTERN & LABRADOR REGIONS
2012 - 2015

TENDER/CONTRACT FORM

SERVICE CONTRACT NO. SNLS15302

TENDER CLOSING DATE & TIME August 16th 2012

TENDER ADDRESS: The Deputy Minister
                    c/o Tendering & Contracts
                    Department of Transportation & Works
                    Ground Floor
                    Confederation Building East Block
                    P.O. Box 8700
                    St. John's, NL
                    A1B 4J6

OWNER: Her Majesty the Queen in right of Newfoundland, as represented by
        the Honorable the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of
                    Transportation & Works or his authorized representatives for the
                    Regions in which the work is to be performed.

CONTRACTOR: K+F EXCAVATING

CONTRACTOR'S ADDRESS: P.O. Box 1133
                        Corner Brook, NL

POSTAL CODE: A2H 6T2

TELEPHONE # 634-9337  FAX # 632-7337

E-MAIL KFEXCAVATING@GMAIL.COM
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under and on the terms and conditions of the Contract Documents, issued with respect thereto for and at the unit prices and/or lump sum prices set out in this the Tender Form.

The Contract shall remain in force for the period stated in The Supplementary Instructions to Bidders "Duration of Contract" of the Contract Specification and more clearly defined in the acceptance letter from the owner as to the exact starting-termination dates.

The Contractor agrees that this Tender/Contract Form when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Contractor agrees that the owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Number(s) 0
# Schedule "A1"

## Western Region Tender Pricing (SNLS15302)

### Section A. Separate Tender Breakdown (per building). Lump Sum Price Calculation.

<table>
<thead>
<tr>
<th>Building Description</th>
<th>3 Year Rate Per Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 Sir Richard Squires Building, Corner Brook</td>
<td></td>
</tr>
<tr>
<td>A2 Courthouse, 82 Mount Bernard Ave, Corner Brook</td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td></td>
</tr>
<tr>
<td>A4</td>
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<td>A5</td>
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<tr>
<td>A19</td>
<td></td>
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<tr>
<td>A20</td>
<td></td>
</tr>
<tr>
<td>A21</td>
<td></td>
</tr>
</tbody>
</table>

Lump Sum Price (Sum of Lines A1-A20)

### Section B. Unit Price Component Calculation.

<table>
<thead>
<tr>
<th>A. Unit Rate</th>
<th>B. Total Hours (Estimated)</th>
<th>C. Total Unit Rate (A x B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1 (A) $</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>B2</td>
<td>Unit Price (Total from Line B1(C))</td>
<td>$</td>
</tr>
</tbody>
</table>

### Section C. Total Tendered Price.

<table>
<thead>
<tr>
<th>Pricing Component</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Lump Sum Price Component (Insert Total from Line A21)</td>
<td>Subtotal</td>
</tr>
<tr>
<td>C2 Unit Price Component (Insert Total from Line B2)</td>
<td></td>
</tr>
<tr>
<td>C4 Harmonized Sale Tax (13%)</td>
<td></td>
</tr>
</tbody>
</table>

Total Tender Price $100,080.73

### Section D. Total Tendered Price (Insert from Line C5) $100,080.73
3.

CONTRACTOR'S SIGNATURE:
This Section is to be completed by **CONTRACTOR**

**K+F EXCAVATING**

Contractor's Name

Signed By

Section 30(1)

Section 30(1)

Witnessed by

July 26, 2017

Date

P.O. Box 1133,
CORNER BROOK, NL A2H 6T2

Contractor's Address

Signed By

Section 30(1)

FOR DEPARTMENTAL USE ONLY

4.

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the **OWNER**

Signature

Manager

Title

Witnessed By

2012/10/30

Date
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

MAINTENANCE/SERVICE CONTRACTS
SNOW CLEARING, VARIOUS GOVERNMENT BUILDINGS
CENTRAL, WESTERN & LABRADOR REGIONS
2012 - 2015

TENDER/CONTRACT FORM

SECTION A

SERVICE CONTRACT NO.  SNLS15303
TENDER CLOSING DATE & TIME  August 16th @ 3:00 pm 2012

TENDER ADDRESS:
The Deputy Minister
C/o Tendering & Contracts
Department of Transportation & Works
Ground Floor
Confederation Building East Block
P.O. Box 8700
St. John’s, NL
A1B 4J6

OWNER:
Her Majesty the Queen in right of Newfoundland, as represented by
the Honorable the Minister of Transportation & Works.

REGIONAL DIRECTOR:
Regional Director of the Works Division of Department of
Transportation & Works or his authorized representatives for the
Regions in which the work is to be performed.

CONTRACTOR:  K+F EXCAVATING

CONTRACTOR’S ADDRESS:  P.O. Box 1133
CORNER BROW, NL

POSTAL CODE:  A2H 6T2

TELEPHONE # 634-9337  FAX # 632-7337

E-MAIL:  KFEXCAVATING@GMAIL.COM
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under and on the terms and conditions of the Contract Documents, issued with respect thereto for and at the unit prices and/or lump sum prices set out in this the Tender Form.

The Contract shall remain in force for the period stated in The Supplementary Instructions to Bidders "Duration of Contract" of the Contract Specification and more clearly defined in the acceptance letter from the owner as to the exact starting-termination dates.

The Contractor agrees that this Tender/Contract Form when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Contractor agrees that the owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Number(s) 0
**SCHEDULE “A1”**

**WESTERN REGION TENDER PRICING (SNLS15303)**

**SECTION A.** Separate Tender Breakdown (per building). Lump Sum Price Calculation.

<table>
<thead>
<tr>
<th>Building Description</th>
<th>3 Year Rate Per Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 Royal Nfld. Constabulary Building, Corner Brook</td>
<td></td>
</tr>
<tr>
<td>A2 Arts and Culture Centre, Corner Brook</td>
<td></td>
</tr>
<tr>
<td>A3 College of the North Atlantic, Corner Brook</td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td></td>
</tr>
<tr>
<td>A5</td>
<td></td>
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<td>A6</td>
<td></td>
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<td>A7</td>
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<td>A17</td>
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<tr>
<td>A18</td>
<td></td>
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<tr>
<td>A19</td>
<td></td>
</tr>
<tr>
<td>A20</td>
<td></td>
</tr>
<tr>
<td>A21 (Lump Sum Price (Sum of Lines A1-A20))</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION B.** Unit Price Component Calculation.

<table>
<thead>
<tr>
<th></th>
<th>A. Unit Rate</th>
<th>B. Total Hours (Estimated)*</th>
<th>C. Total Unit Rate (A x B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>(A) $</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>B2</td>
<td></td>
<td></td>
<td>Unit Price (Total from Line B1(C)) $</td>
</tr>
</tbody>
</table>

**SECTION C.** Total Tendered Price.

<table>
<thead>
<tr>
<th>Pricing Component</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Lump Sum Price Component (Insert Total from Line A21)</td>
<td>$147,244.31</td>
</tr>
<tr>
<td>C2 Unit Price Component (Insert Total from Line B2)</td>
<td></td>
</tr>
<tr>
<td>C3 Subtotal</td>
<td></td>
</tr>
<tr>
<td>C4 Harmonized Sale Tax (13%)</td>
<td></td>
</tr>
<tr>
<td>C5 Total Tendered Price</td>
<td>$147,244.31</td>
</tr>
</tbody>
</table>

**SECTION D.** TOTAL TENDERED PRICE (INSERT FROM LINE C5) $147,244.31
3.

CONTRACTOR'S SIGNATURE:
This Section is to be completed by CONTRACTOR

K & F Excavating

P.O. Box 1133
Corner Brook, NL A2H 6T2

Contractor's Address

Signed By

Section 30(1)

Section 30(1)

Witnessed by

July 26, 2012

Date

FOR DEPARTMENTAL USE ONLY

4.

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the OWNER

Signature

Title

Witnessed By

Date

OY 31, 2012
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

MAINTENANCE/SERVICE CONTRACTS
SNOW CLEARING, VARIOUS GOVERNMENT BUILDINGS
CENTRAL, WESTERN & LABRADOR REGIONS
2012 - 2015

TENDER/CONTRACT FORM  SECTION A

SERVICE CONTRACT NO.  SNLS15304

TENDER CLOSING DATE & TIME  AUGUST 16th @ 3:00 PM, 2012

TENDER ADDRESS:  The Deputy Minister
                 c/o Tendering & Contracts
                 Department of Transportation & Works
                 Ground Floor
                 Confederation Building East Block
                 P.O. Box 8700
                 St. John's, NL
                 A1B 4J6

OWNER:  Her Majesty the Queen in right of Newfoundland, as represented by the Honorable the Minister of Transportation & Works.

REGIONAL DIRECTOR:  Regional Director of the Works Division of Department of Transportation & Works or his authorized representatives for the Regions in which the work is to be performed.

CONTRACTOR:  K+F EXCAVATING

CONTRACTOR'S ADDRESS:  P.O. Box 1133
                        Corner Brook, NL

POSTAL CODE:  A2H 6Z

TELEPHONE #  634-9337  FAX #  632-7337
E-MAIL KFEEXCAVATING@GMAIL.COM
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under and on the terms and conditions of the Contract Documents, issued with respect thereto for and at the unit prices and/or lump sum prices set out in this the Tender Form.

The Contract shall remain in force for the period stated in The Supplementary Instructions to Bidders "Duration of Contract" of the Contract Specification and more clearly defined in the acceptance letter from the owner as to the exact starting-termination dates.

The Contractor agrees that this Tender/Contract Form when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Contractor agrees that the owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Number(s) 0
# SCHEDULE “A1”

## WESTERN REGION TENDER PRICING (SNLS15304)

### SECTION A.  Separate Tender Breakdown (per building). Lump Sum Price Calculation.

<table>
<thead>
<tr>
<th>Building Description</th>
<th>3 Year Rate Per Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 Forestry Depot, Massey Drive, Corner Brook</td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td></td>
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<td>A5</td>
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<td>A19</td>
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<tr>
<td>A20</td>
<td></td>
</tr>
<tr>
<td>A21</td>
<td></td>
</tr>
</tbody>
</table>

Lump Sum Price (Sum of Lines A1-A20)

### SECTION B.  Unit Price Component Calculation. Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)

<table>
<thead>
<tr>
<th>A. Unit Rate</th>
<th>B. Total Hours (Estimated)*</th>
<th>C. Total Unit Rate (A x B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1 (A) $</td>
<td>N/A</td>
<td>$</td>
</tr>
<tr>
<td>B2</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Unit Price (Total from Line B1(C)) $ 

### SECTION C.  Total Tendered Price.  Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)

<table>
<thead>
<tr>
<th>Pricing Component</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Lump Sum Price Component (Insert Total from Line A21)</td>
<td></td>
</tr>
<tr>
<td>C2 Unit Price Component (Insert Total from Line B2)</td>
<td></td>
</tr>
<tr>
<td>C3 Subtotal</td>
<td></td>
</tr>
<tr>
<td>C4 Harmonized Sale Tax (13%)</td>
<td></td>
</tr>
<tr>
<td>C5 Total Tender Price</td>
<td>$12,934.71</td>
</tr>
</tbody>
</table>

### SECTION D. TOTAL TENDERED PRICE (INSERT FROM LINE C5) $ 12,934.71
CONTRACTOR'S SIGNATURE:
This Section is to be completed by CONTRACTOR

K+F EXCAVATING
Contractor's Name

P.O. Box 1133,
CORNER BROOK, NL A2H 6T2
Contractor's Address

Signed By

Section 30(1)

Signed By

Section 30(1)

Witnessed by

July 26, 2012
Date

FOR DEPARTMENTAL USE ONLY

4.

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the OWNER

Signature

Manager

Title

Witnessed By

2012 11/30
Date
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

MAINTENANCE/SERVICE CONTRACTS
SNOW CLEARING, VARIOUS GOVERNMENT BUILDINGS
CENTRAL, WESTERN & LABRADOR REGIONS
2012 - 2015

TENDER/CONTRACT FORM

SERVICE CONTRACT NO.  SNLS15306

TENDER CLOSING DATE & TIME  August 16 @ 3:00, 2012

TENDER ADDRESS:  The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor
Confederation Building East Block
P.O. Box 8700
St. John’s, NL
A1B 4J6

OWNER:  Her Majesty the Queen in right of Newfoundland, as represented by
the Honorable the Minister of Transportation & Works.

REGIONAL DIRECTOR:  Regional Director of the Works Division of Department of
Transportation & Works or his authorized representatives for the
Regions in which the work is to be performed.

CONTRACTOR:  T. Gill Haulage

CONTRACTOR'S ADDRESS:  1 Oak Drive
Kippins, NL

POSTAL CODE:  A8N-3S8

TELEPHONE #  643-9552  FAX #  643-9260

E-MAIL  tmgill@hotmail.com
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under and on the terms and conditions of the Contract Documents, issued with respect thereto for and at the unit prices and/or lump sum prices set out in this the Tender Form.

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The Contractor agrees that this Tender/Contract Form when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Contractor agrees that the owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Number(s) 0
# SCHEDULE “A1”

## WESTERN REGION TENDER PRICING (SNLS15306)

### SECTION A. Separate Tender Breakdown (per building). Lump Sum Price Calculation.

<table>
<thead>
<tr>
<th>Building Description</th>
<th>3 Year Rate Per Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 Public Building, Stephenville, #4005</td>
<td></td>
</tr>
<tr>
<td>A2 West Coast Training Centre, Stephenville, #4044</td>
<td></td>
</tr>
<tr>
<td>A3 C.N.A. – Visual Arts Building, Stephenville, #4015</td>
<td></td>
</tr>
<tr>
<td>A4 C.N.A. – Headquarters, Stephenville, #4013</td>
<td></td>
</tr>
<tr>
<td>A5 C.N.A. – L.A. Bown, Stephenville, #4017</td>
<td></td>
</tr>
<tr>
<td>A6 C.N.A. – Heavy Equip/Electrical Building, Stephenville, #4018</td>
<td></td>
</tr>
<tr>
<td>A7 C.N.A. – Heavy Equipment Building, Stephenville, #4019</td>
<td></td>
</tr>
<tr>
<td>A8 C.N.A. – Carpenter’s Building, Stephenville, #4020</td>
<td></td>
</tr>
<tr>
<td>A9 Arts &amp; Culture Centre, Stephenville, #4046</td>
<td></td>
</tr>
<tr>
<td>A10 Male Correctional Centre, Stephenville, #4052</td>
<td></td>
</tr>
<tr>
<td>A11 Health and Community Services, Stephenville, #4060</td>
<td></td>
</tr>
<tr>
<td>A12 Bay St. George Medical Clinic, #4045</td>
<td></td>
</tr>
<tr>
<td>A13</td>
<td></td>
</tr>
<tr>
<td>A14</td>
<td></td>
</tr>
<tr>
<td>A15</td>
<td></td>
</tr>
<tr>
<td>A16</td>
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<td>A17</td>
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<td>A18</td>
<td></td>
</tr>
<tr>
<td>A19</td>
<td></td>
</tr>
<tr>
<td>A20</td>
<td></td>
</tr>
<tr>
<td>A21 Lump Sum Price (Sum of Lines A1-A20)</td>
<td></td>
</tr>
</tbody>
</table>

### SECTION B. Unit Price Component Calculation.

<table>
<thead>
<tr>
<th>A. Unit Rate</th>
<th>B. Total Hours (Estimated)*</th>
<th>C. Total Unit Rate (A x B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1 (A) $</td>
<td>N/A</td>
<td>($ x N/A)</td>
</tr>
<tr>
<td>B2</td>
<td>Unit Price (Total from Line B1(C))</td>
<td>$</td>
</tr>
</tbody>
</table>

### SECTION C. Total Tendered Price.

<table>
<thead>
<tr>
<th>Pricing Component</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Lump Sum Price Component (Insert Total from Line A21)</td>
<td></td>
</tr>
<tr>
<td>C2 Unit Price Component (Insert Total from Line B2)</td>
<td></td>
</tr>
<tr>
<td>C3 Subtotal</td>
<td></td>
</tr>
<tr>
<td>C4 Harmonized Sale Tax (13%)</td>
<td></td>
</tr>
<tr>
<td>C5 Total Tender Price</td>
<td>$145,403.88</td>
</tr>
</tbody>
</table>

### SECTION D. TOTAL TENDERED PRICE

(INSERT FROM LINE C5) $145,403.88
3.

CONTRACTOR'S SIGNATURE:
This Section is to be completed by CONTRACTOR

T. Gill Haulage

Section 30(1)

Contractor's Name

Section 30(1)

1 Oak Drive, Kipnis, NL

Contractor's Address A8V-358

Signed By

Section 30(1)

Witnessed By

August 15/12

Date

FOR DEPARTMENTAL USE ONLY

4.

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the OWNER

Signature

K. Eades

Witnessed By

Date

Executive Director

Title

November 21, 2012
TENDER/CONTRACT TITLE: CLEANING SERVICES 2013-15
SERVICE CONTRACT NO: CLEA 152116
TENDER CLOSING DATE & TIME: March 20, 2013 @ 3:00PM

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER: Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR NAME: Tammy Butland (sole proprietor)
CONTRACTOR'S ADDRESS: 9 Mercers Lane
St. Georges, NL
POSTAL CODE: A0N 1Z0
TELE: 709-244-0269 FAX: 709-646-5830
EMAIL: tammar.parsons16@Hotmail.com
4. This Section is to be completed by Contractor

SIGNATURE OF TENDERER:

Company Name: T & S cleaners
Company Address: 9 Mercers lane St George's Hill
Signing Officer: Tammy Butland
Title: Driver / Operator

Section 30(1)

Witnessed by:

Date: March 17, 2013

Corporate Seal

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the Owner

Signature
Title

Witnessed By
Date
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders, Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: 1-4

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
## Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)

### Section 27(1)(b)

- **Amount for Contract**
  - **College of the North Atlantic**
  - **Campbell River, BC**

### Section 27(1)(c)(i)

- **Building Name and Location**

### Section 27(1)(c)(iii)

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity Estimated?</th>
<th>Amount (Rate x Quantity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snow Removal from Entrance</td>
<td>$ N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Carpet Steam Cleaning</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

**Subtotal Unit Price** (Sum of Lines 2.01-2.02) $ N/A

*Estimated only for evaluation purposes. Payment will be based on actual hours authorized and worked.*

---

### Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)

### Section 3 Total Tender Amount

- **Tender Component**

#### Lump Sum Price Component (Insert Total from Section 1)

#### Unit Price Component (Insert Total from Section 2)

#### Sub Total (Sum lines 3.01-3.02)

#### Harmonized Sales Tax (HST): Multiply Line 3.05 by 13%

#### Gross Tender Amount (Sum lines 3.05 - 3.06)

$105,931.50
TENDER BOOK

PROJECT NO. 50-13 PHP

Noon: August 1, 2013

PROJECT NAME

Asphalt Repairs on Route 520, Hamilton River Road from Burnwood Drive towards the Intersection of Route 500, Trans Labrador Highway

CONTRACTOR Penney Paving Ltd.
ADDENDUM NO. 1

Project No. 50-13 PHP: Asphalt Repairs on Route 520, Hamilton River Road from Burnwood Drive towards the Intersection of Route 500, Trans Labrador Highway

Closing Date: Noon, August 1, 2013

CONTRACTORS ARE ADVISED OF THE FOLLOWING CHANGES TO THE TENDER PACKAGE:

1. Revise the Closing Date for the Tender to: Noon, August 9, 2013

Contracts are advised to acknowledge receipt of this Addendum on page 4, Item No. 10 of the Tender Form, when submitting a bid.

July 24, 2013
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Title and Contents</td>
</tr>
<tr>
<td>2</td>
<td>Tender Amendment Form</td>
</tr>
<tr>
<td>3</td>
<td>Notice to Bidders</td>
</tr>
<tr>
<td>4</td>
<td>Tender Form</td>
</tr>
<tr>
<td>5</td>
<td>Distribution of Quantities Form</td>
</tr>
<tr>
<td>6</td>
<td>Declaration of Equipment Form</td>
</tr>
<tr>
<td>7</td>
<td>Declaration of Sub-Contractors Form</td>
</tr>
<tr>
<td>8</td>
<td>Construction Schedule Form</td>
</tr>
<tr>
<td>9</td>
<td>Supplementary General Conditions</td>
</tr>
<tr>
<td>10</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>11</td>
<td>General Conditions</td>
</tr>
<tr>
<td>12</td>
<td>Form of Agreement</td>
</tr>
</tbody>
</table>

**LIST OF PROJECT PLANS**

1 Location Plan
Asphalt Repairs on Route 520, Hamilton River Road from Burnwood Drive towards the Intersection of Route 500, Trans Labrador Highway

We the undersigned, modify the unit price table for our request for tenders as indicated below, and also acknowledge that:

a. This change supersedes all previous changes:
b. We accept full responsibility for any lack of confidentiality arising from the use of this process:
c. Failure of the complete revision to arrive on time, accurately, or completely, for any reason, will render these revisions null and void.

<table>
<thead>
<tr>
<th>UNIT PRICE CHANGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM No.</td>
</tr>
<tr>
<td>----------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

FOR DEPARTMENT USE

Revised total tender price as per addendum(s)

Total Change $ + 13% H.S.T.

This will increase / decrease my total tender price (including H.S.T.) by $-

We acknowledge receipt of the following addenda:

Contractor
Address
Signature | Title | Date

* SHOW UNIT PRICE DIFFERENCES AND EXTENDED AMOUNT CHANGES. DO NOT SHOW REVISED UNIT PRICES OR REVISED EXTENDED AMOUNT. THE CHANGES SHOWN WILL BE MADE TO THE ORIGINAL SUBMITTED TENDER DURING THE TENDER EVALUATION PROCESS.
NOTICE TO BIDDERS

1. THE CLOSING TIME AND DATE OF THIS REQUEST FOR TENDERS IS NOON of the day indicated on the cover of this document or as amended by the Deputy Minister.

2. Bidders are advised the Department’s FAX NUMBER at Tendering and Contracts is 709-729-6729.

3. Bidders who are requested to submit the following forms must do so within 72 hours of the time of their notification.
   (a) The Declaration of Equipment Form
   (b) The Declaration of Sub-Contractor Form
   (c) The Construction Schedule Form

4. Schedule of Minimum Wage Rates applying to this Tender shall be the latest version approved by the Government of Newfoundland and Labrador.

5. (a) Bidders are advised the latest version of the Specifications Book dated January 2008 shall apply to this Tender. The latest version of the Specifications Book is available on the Department of Transportation & Works website at www.tw.gov.nl.ca/publications.

   (b) The Specifications Book may be inspected at Tendering and Contracts, Dept. of Transportation & Works, Ground Floor-West Wing, Confederation Building, East Block, St. John’s, NL.

   (c) Any amendments and additions to the Specifications Book can be viewed at www.tw.gov.nl.ca/publications.

   (d) Bidders are advised any reference to specifications in these documents includes the Department’s "Specifications Book".

6. Bidders are advised the "Use of Bid Depository" Item 9 of the Instructions to Bidders does not apply to this contract. "Bidding Security" Item 3(a) of Instructions to Bidders does apply.

7. Bidders are advised when making a bid the COMPLETE REQUEST FOR TENDER FORM for the project being tendered MUST BE RETURNED INTACT. An altered Request for Tender Form originally issued for another project will not be accepted as a bid.
Tender for:

Asphalt Repairs on Route 520, Hamilton River Road from Burnwood Drive towards the Intersection of Route 500, Trans Labrador Highway

To: Deputy Minister
c/o Tendering and Contracts
Dept. of Transportation & Works
Ground Floor-West Wing, Confederation Building, East Block
P.O. Box 6700, St. John's, NL A1B 4J6

FROM: Penney Paving Limited

Gentlemen:

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all drawings listed in the Specifications, all Addenda, and the Instructions to Bidders for this project.

   WE, THE UNDERSIGNED, hereby offer to furnish all necessary labour materials, superintendence, plant, tools, and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of nine hundred seven thousand two hundred sixty-five dollars ($972,665.00).

   In lawful money of Canada which includes all prime costs, allowances, and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tender documents.

2. The Work shall be substantially performed within two months from the date of notification of award of Contract and not later than the 30th of September 2013.

3. WE ENCLOSE HEREWITHEA  bid bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or
In the event of this tender being accepted within the time stated in Section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the unit prices in our tender the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action to the Owner against us for our failure or refusal to enter into a contract.

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 30 DAYS OF THE REQUEST FOR TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDER DOCUMENTS, WE WILL:

   (a) execute the Standard Form of Construction Contract.

   (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form.

   (c) complete substantially all the work included in the Contract within the time and under the conditions specified.

5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.

6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposes of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.

7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.

8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in Appendix "B". The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the bidder is recognized by the Newfoundland and Labrador Construction Association or by the Road Builders Association as being a "bona fide" contractor or supplier of that particular trade or item.

   WE agree to authorize the Owner to release the names of any sub-contractor used in our tender where such information is requested from the Owner.

   WE reserve to us the right to substitute other sub-contractors for any trades in the event of any subcontractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
<table>
<thead>
<tr>
<th>NO.</th>
<th>TENDER ITEM</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4(e)</td>
<td>Other Material</td>
<td>m3</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12(a)</td>
<td>Granular &quot;A&quot; See SGC # 15</td>
<td>t</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Cutting Asphalitic Pavement</td>
<td>m</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Disposal of Old Asphalitic Pavement See SGC # 21</td>
<td>m3</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Tack Coat</td>
<td>m2</td>
<td>20100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16(b)</td>
<td>Asphalitic Surface Course See SGC # 18</td>
<td>t</td>
<td>2520</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16(c)</td>
<td>Asphalitic Levelling Course</td>
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<td>100</td>
<td></td>
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</tr>
<tr>
<td>16(d)</td>
<td>Liquid Asphalt See SGC # 14</td>
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<td>164</td>
<td></td>
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</tr>
<tr>
<td>16(e)</td>
<td>Blending Sand</td>
<td>t</td>
<td>262</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16(g)</td>
<td>Asphalitic Patching</td>
<td>m2</td>
<td>450</td>
<td></td>
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</tr>
</tbody>
</table>

Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)

3-1 CARRIED FORWARD $ 624,215.00
## UNIT PRICE TABLE
### HIGHWAYS

<table>
<thead>
<tr>
<th>NO.</th>
<th>TENDER ITEM</th>
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<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>CARRIED FORWARD</td>
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<td>$624,215</td>
<td>00</td>
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<tr>
<td>21</td>
<td>Contingency</td>
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<td></td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Flagperson Hours</td>
<td>hrs</td>
<td>252</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Mobilization &amp; Demobilization</td>
<td>Lump Sum</td>
<td>Bid This Item</td>
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<td></td>
</tr>
<tr>
<td>35</td>
<td>Cold Planing Asphalt</td>
<td>m2</td>
<td>16000</td>
<td></td>
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</tr>
</tbody>
</table>

Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)

- **Total Estimated Tender:** $802,885 00
- **HST 13% of above:** $104,315 05
- **Total Estimated Tender Including HST Carried Forward to Page 1 of Tender Form:** $907,260 05
10. WE hereby acknowledge receipt of the following addenda:
   Addendum No. 1 - Dated July 24, 2013
   Addendum No.

11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

Firm Name: Penney Paving Limited
Address: P.O. Box 8074, Station A, St. John's, NL
Telephone #: 782-3404
Fax #: 782-2293
Postal Code: A1B 3N4
E-Mail: smilley@penncan.com

Signed: Scott Milley
Name and Title (Print): Director
Date: August 9, 2013

CORPORATE SEAL
<table>
<thead>
<tr>
<th>NO.</th>
<th>TENDER ITEM</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Estimated Quantity</th>
<th>Total Quantities</th>
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<tr>
<td>4</td>
<td>Excavation Hauled 1km or under</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4(e)</td>
<td>Other Material</td>
<td>m3</td>
<td>20</td>
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<td>20</td>
</tr>
<tr>
<td>12</td>
<td>Selected Granular Base Course</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>12(a)</td>
<td>Granular &quot;A&quot;  See SGC # 15</td>
<td>t</td>
<td>200</td>
<td>200</td>
<td>400</td>
</tr>
<tr>
<td>13</td>
<td>Cutting Asphalitic Pavement</td>
<td>m</td>
<td>0</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>14</td>
<td>Disposal of Old Asphalitic Pavement</td>
<td>m3</td>
<td>0</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>15</td>
<td>Tack Coat</td>
<td>m2</td>
<td>16000</td>
<td>4100</td>
<td>20100</td>
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<td>Hot Mix Asphalitic Concrete</td>
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<td>500</td>
<td>2520</td>
</tr>
<tr>
<td>16(c)</td>
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<td>t</td>
<td>0</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>16(d)</td>
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<td>16(e)</td>
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<td>262</td>
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<td>2000</td>
<td>5000</td>
</tr>
<tr>
<td>22</td>
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<td>84</td>
<td>252</td>
</tr>
<tr>
<td>23</td>
<td>Mobilization &amp; Demobilization</td>
<td>Lump Sum</td>
<td>BID THIS ITEM</td>
<td>BID THIS ITEM</td>
<td>BID THIS ITEM</td>
</tr>
<tr>
<td>35</td>
<td>Cold Planing Asphalt  See SGC # 19</td>
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<td>16000</td>
<td>0</td>
<td>16000</td>
</tr>
</tbody>
</table>
DECLARATION OF EQUIPMENT
APPENDIX 'A'

In the event of being awarded the contract, the undersigned will make available for the work, the plant and the equipment listed below.

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>CAPACITY</th>
<th>AGE</th>
<th>PRESENT LOCATION</th>
<th>OWNERS NAME</th>
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<tbody>
<tr>
<td></td>
<td>Known to department.</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR  Penney Paving Limited
ADDRESS      P.O. Box 8074, Station A, St. John's, NL A1B 3N4
DATE         August 9, 2013
DECLARATION OF SUB CONTRACTORS
APPENDIX 'B'

The Tender submitter also agrees that the following is a complete list of Sub-Contractors that will be required in the performance of the work and that no addition, deletion, or changes to this list will be permitted after the list is submitted.

State OWN FORCES if a Sub-Contractor is not required for any of the trades listed. If additional trades are required, insert in blank spaces.

<table>
<thead>
<tr>
<th>SUB-CONTRACTOR</th>
<th>ADDRESS</th>
<th>TRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWN FORCES</td>
<td></td>
<td>CRUSHING</td>
</tr>
<tr>
<td>OWN FORCES</td>
<td></td>
<td>SUBGRADE</td>
</tr>
<tr>
<td>OWN FORCES</td>
<td></td>
<td>PAVING</td>
</tr>
<tr>
<td>OWN FORCES</td>
<td></td>
<td>STRUCTURE</td>
</tr>
</tbody>
</table>

CONTRACTOR  Penney Paving Limited
ADDRESS       P.O. Box 8274, Station A, St. John's, NL A1B 3N4
DATE          August 9, 2013
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
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</thead>
<tbody>
<tr>
<td>Tender Award</td>
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<td></td>
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<tr>
<td>Crush Aggregates</td>
<td>XX</td>
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<tr>
<td>Mill and Pave</td>
<td>XX</td>
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</tbody>
</table>

**Project Name:** Asphalt Repairs on RS20, Hamilton River Road

**Contractor:** Penney Paving Limited

**Address:** P.O. Box 8274, Station A, St. John's, NL A1B 3N4

**Signature:** [Signature]
AGREEMENT BETWEEN OWNER AND CONTRACTOR for
use when a unit price forms the basis of payment and to
be used only with the General Conditions of the Contract

THIS AGREEMENT made in duplicate the 3rd day of September in the year two thousand-thirteen.

BY AND BETWEEN

Her Majesty the Queen in Right of Newfoundland and Labrador as represented by the Minister of Transportation and Works acting pursuant to the Executive Council Act, SNL 1995 c. E-16.1.

heretofore called the "Owner"

AND Penney Paving Ltd.

heretofore called the "Contractor"

WITNESSETH: that the Owner and Contractor undertake and agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

(a) perform all the Work required by the Contract Documents for PROJECT NO. 60-13PHP (See Tender Form for Description) which have been signed in duplicate by both the parties,

(b) do and fulfill everything indicated by this Agreement, and

(c) commence the Work by the 1st day of 2013 and substantially perform the Work of this Contract as certified by the Engineer by the 30th day of September 2013.

(d) The "Engineer" is the person designated as such from time to time by the Owner.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1:
(SEE TABLE OF CONTENTS FOR LIST OF DOCUMENTS AND DRAWINGS).

ARTICLE A-3 CONTRACT PRICE

The Owner shall pay to the Contractor in lawful money of Canada for the performance of the Contract, the amounts determined for each of the items of work completed at the unit price stated in the unit price table, subject to the adjustments provided herein and in the General Conditions of the Contract. The quantities contained in the unit price table are approximate only, and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the Contract.

THE CONTRACT PRICE IS Nine hundred seven thousand two hundred sixty dollars and five cents ($907,260.05) (including HST) in Canadian funds which price shall be subject to adjustments as may by required in accordance with the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

(a) Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or Industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:

a. make monthly payments to the Contractor on account of the Contract Price. The amounts
of such payments shall be as certified by the Engineer and
b. upon Substantial Performance of the work as certified by the Engineer pay to the
contractor any unpaid balance of holdback monies then due; and

(c) upon Total Performance of the Work as certified by the Engineer pay to the contractor any
unpaid balance of the Contract Price then due.

(b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract
in any award by a court, interest at the rate and in the manner specified in GC21-Certificates and
Payments, shall become due and payable until payment. Such interest shall be calculated and added to
any unpaid amounts monthly.

ARTICLE A-5 ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the Engineer shall be deemed to have
been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the
Corporation for whom they are intended or if sent by post or by facsimile addressed as follows:

The Owner at: Tendering and Contracts, Dept. of Transportation & Works
Ground Floor-West Wing, East Block, Confederation Bldg.
P.O. Box 8700, St. John's, NL, A1B 4J6

The Contractor at: Penney Paving Ltd., P.O. Box 8274, Station A, St. John's, NL A1B 3N4

The Engineer at: D. Tee, Regional Director, Goose Bay, Labrador

ARTICLE A-5 SUCCESSION

The General Conditions of the Contract hereto annexed, and all other aforesaid Contract Documents, are all to
be read into and form part of this Agreement and the whole shall constitute the Contract between the parties
and subject to law and the provisions of the Contract Documents shall enure to the benefit of and be binding
upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals
and by the hands of their proper officers hereunto duly authorized.

SIGNED, SEALED AND DELIVERED In the presence of:

OWNER

Department of Transportation and Works

Brent Meade, Deputy Minister Date

CONTRACTOR

Scott Milley, Director
Name and Title (Print) Oct. 4/13

Signed Date

JF2014-21121556000000
CFO

Oct. 4/13

Name and Title

Signed Date

Name and Title

AGREEMENT 2
N.B. Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.
Location of Parts "A" & "B" Hamilton River Road
Asphalt repairs and addition of turning lane at Kelland Drive
1. **GC17 INDEMNIFICATION**

(a) Except as provided in (b) the Contractor shall be liable for, and shall indemnify and hold harmless the Owner against all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising under any statute or Common Law:

(i) in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the work; and

(ii) in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the work.

(b) The Contractor shall not be liable under (a) if the injury, death, loss or damage is due to any act or neglect of the Owner.

2. **INSURANCE**

Contractors are advised that General Conditions #26 LIABILITY INSURANCE and #27 PROPERTY INSURANCE are revised as follows:

**GC 26 LIABILITY INSURANCE**

**26.1 Commercial General Liability Insurance**

(a) Without restricting the generality of GC 17 - Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Commercial Liability Insurance acceptable to the Owner and subject to limits set out in detail in the Supplementary General Conditions inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

(b) This insurance shall include as an additional insured Her Majesty the Queen in the Right of Newfoundland. The Contractor shall not commence any work until he obtains, at his expense, all required insurances as specified in the General Conditions and the Supplementary General Conditions. Such insurance must have the approval of the Engineer and be to the limits, form and amounts specified. The Contractor will not permit any Subcontractor to commence work on this Project until the same insurance requirements have been compiled with by the Subcontractor.

(c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner with respect to work performed by the Contractor, but excluding professional liabilities associated with such architectural and engineering consultants.

(d) The Commercial General Liability Insurance will not be limited to, but shall include coverage for:
TRANSPORTATION AND WORKS
SUPPLEMENTARY GENERAL CONDITIONS

1. premises and operations liability
2. products or completed operations liability
3. blanket contractual liability
4. broad form property damage
5. cross liability
6. elevator and hoist liability
7. contingent employer's liability
8. personal injury liability
9. liability with respect to non-owned licensed vehicles
10. shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable only.

26.2 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of:
(i) owned licensed vehicles and
(ii) leased vehicles, subject to limits set out in the Supplementary General Conditions inclusive.

26.3 Aircraft and Watercraft Liability Insurance

The Contractor shall provide and maintain liability insurance with respect to owned and non-owned aircraft and Watercraft, as may be applicable, subject to limits set out in the Supplementary General Conditions inclusive. Such insurance shall be in the names of the Contractor, Her Majesty the Queen in the right of Newfoundland, the Owner and the Architect/Engineer as defined in 26.1(b) and (c) where they have an insurable interest in the use and operation of such aircraft and watercraft.

26.4 Completed operations shall be maintained continuously until twelve (12) months after the date the Architect/Engineer issues a Certificate of Substantial Completion.

26.5 All insurance policies shall contain an endorsement requiring notification of Her Majesty and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change except in the event of non-payment where policy conditions dealing with termination will apply.

GC 27 PROPERTY INSURANCE

27.1 The Contractor shall provide and maintain property insurance, acceptable to Her Majesty the Queen in the right of Newfoundland, insuring the full value of the work in the amount of the contract price and the full value as stated of products for incorporation into the work. The insurance shall include as additional insured Her Majesty the Queen in Right of Newfoundland.

27.2 Such coverage shall be provided for by either Broad Form Builders' Risks Policy or an Installation Floater or Piers, Wharves, and Docks Rider.

27.3 The policies shall insure on a Broad Form basis direct loss or damage subject to any exclusions specified in the Supplementary General Condition. Such coverage shall apply to:

(a) others for which the Insureds may have assumed responsibility, to be used in or
pertaining to the site preparations, demolitions of existing structures, erections and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.

(b) the installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.

(c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the work. Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools, and supplies used in the construction of the work and which are not expendable under the Contract.

27.4 Policies provided shall contain an endorsement requiring notification of Her Majesty and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change of coverage except in the event of non-payment where policy conditions dealing with termination will apply.

27.5 All such insurance shall be maintained continuously until the date the Architect/Engineer issues a Certificate of Substantial Completion. All such insurance shall provide for the Owner to take occupancy of the work or any part thereof during the term of the insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner's expense.

27.6 The policies shall provide that in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any sum due under the Contract) the amount at which the Owner's interest in the restoration work has been appraised, such amount to be paid as the work of restoration proceeds and in accordance with the Engineer/Architect's certificates for payment. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Substantial and Total Performance of the work as the Engineer/Architect may decide.

27.7 The Contractor shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the insureds against loss on items excluded from the policies. Contractors are also advised that tender documents contain a certificate of insurance indicating type and limit of liability of insurance required for this project. The successful bidder will be required prior to commencement of work, to have the Certificate of Insurance completed by his insurance company and delivered to the Department of Transportation and Works no later than 30 days after the award of the contract.
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK:

PROJECT NO: | AWARD DATE: | VALUE $:
---|---|---
INSURER:
ADDRESS:
 BROKER:
ADDRESS:
INSURED NAME OF CONTRACTOR:
ADDRESS:
ADDITIONAL INSURED (Excluding Automobile Liability Policy)

☐ The OWNER:
☐ The Occupant/Operator of the Property:
☐ Project Consultants of the OWNER (excluding professional liabilities)

This document certifies that the following policies of insurance and indicated coverage are at present in force subject to the terms, conditions and exclusions as contained therein covering the operations of the insured in connection with the above noted contract made between the named insured and the Owner.

<table>
<thead>
<tr>
<th>POLICY TYPE</th>
<th>NUMBER</th>
<th>INCEPTION DATE</th>
<th>EXPIRY DATE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 COMMERCIAL GENERAL LIABILITY or 1.2 WRAP-UP LIABILITY (including where indicated)</td>
<td></td>
<td></td>
<td></td>
<td>$2,000,000 Minimum</td>
</tr>
<tr>
<td>A. BLASTING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. PILE DRIVING OR CAISSON WORK</td>
<td></td>
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<td></td>
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<tr>
<td>C. REMOVAL OR WEAKENING OF SUPPORT</td>
<td></td>
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</tr>
<tr>
<td>2A. BUILDERS' RISK &quot;BROAD FORM&quot; or 2B. INSTALLATION FLOATER &quot;BROAD FORM&quot; or 2C. PIERS, WHARVES, &amp; DOCKS RIDER</td>
<td></td>
<td></td>
<td></td>
<td>100% Contract Value if Exceeds $25,000</td>
</tr>
<tr>
<td>3. AUTOMOBILE LIABILITY INSURANCE</td>
<td></td>
<td></td>
<td></td>
<td>$2,000,000 Minimum</td>
</tr>
<tr>
<td>4. AIRCRAFT and/or WATER CRAFT LIABILITY INSURANCE</td>
<td></td>
<td></td>
<td></td>
<td>Not required</td>
</tr>
<tr>
<td>5. ENVIRONMENTAL IMPAIRMENT LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Not required</td>
</tr>
<tr>
<td>6. SHIPBUILDER'S or SHIP REPAIRER'S LIABILITY INSURANCE</td>
<td></td>
<td></td>
<td></td>
<td>Not required</td>
</tr>
<tr>
<td>7. HULL &amp; MACHINERY INSURANCE, and PROTECTION &amp; INDEMNITY Insurance including 4/4 COLLISION LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Not required</td>
</tr>
</tbody>
</table>

The Insurer agrees to notify the Owner, as defined above, in writing, thirty (30) days prior to cancellation, termination or material change of any policy.

NAME OF INSURER'S OFFICER or AUTHORIZED REPRESENTATIVE: SIGNATURE:

Date:
Tele.: Email:

Issuance of this certificate shall not limit or restrict the right of the Owner to request at any time duplicate certified copies of said insurance policies.

SGC4
3. **TENDER SURETY AND BONDING**

(a) **Bidding Security**

Please delete the sentence

"No bidding security will be required for a tendered amount of less than $25,000.00, unless specifically called for elsewhere in the tender documents"

_and replace with:

"All tenders, regardless of monetary value, require a Bid Security of at least ten percent (10%) of the total tendered amount, with a minimum security of five hundred dollars ($500.00)." Bid Securities shall be in the form of a Bid Bond or Certified Cheque in favour of the Department of Transportation and Works."

_Add the Following:

For tenders less than $25,000.00, the terms of the Bid Security will be invoked and the amount retained by the Owner, if the Bidder fails to provide the required insurances and commence work within 30 days of being notified of the award of the work within the tender validity period.

The Tender Security of the unsuccessful bidders numbers two & three will be returned to them upon the award of the contract, Tender Securities of bidders higher than three will be returned after the tender opening. The Tender Security of the successful bidder will be retained until the first progress payment.

**Bidders are reminded that the failure to submit a bid security in accordance with this requirement will result in rejection of bid submitted.**

The Instructions to Bidders may provide for the acceptance, up to the Tender Closing, of amendments documented by telegram, fax, telex or the like. Where a form of Bidding Security other than a Bid Bond is provided with the original tender, an increase in the bid price will render that Bidding Security inadequate. Bidding Security adequate to cover the increased bid price must be provided to the Department prior to tender closing.

For example, if the original bid was submitted at $100 000.00 with a Bid Security of $10 000.00 ($100 000.00 x 10%), and an increase in the bid of $2 000.00 is submitted by telegram, fax, telex, or the like, then additional Bid Security of $200.00 ($2 000.00 x 10%) must be delivered to the Department prior to tender closing.

Failure to provide additional Bid Security prior to tender closing to cover increases to the original bid will make the bid subject to disqualification.
(b) **Performance Bond**

Bidders are advised that the 50% Performance Bond referenced in 3(b) of the Instructions to Bidders will be based on the Contract Price which will either be the subtotal of Tender Prices or the Total Estimated Tender, not including the Harmonized Sales Tax.

(c) **Labour and Materials Bond**

Bidders are advised that the 50% Labour and Materials Bond referenced in 3 (c) of the Instructions to Bidders will be based on the Contract Price which will either be the subtotal of Tender Prices or the Total Estimated Tender, not including the Harmonized Sales Tax.

THE OWNER RESERVES THE RIGHT TO WAIVE THESE REQUIREMENTS IN PART OR IN WHOLE FOR ANY PROJECT, BY FURTHER SUPPLEMENTARY INSTRUCTIONS TO BIDDERS.

4. **ISSUANCE OF ADDENDUM**

Reference is made to Section 2. (c) Tender Documents in the Instructions to Bidders, regarding the time frame permitted for the issuance of addendum prior to the tender closing date. Change seven (7) days to read five (5) days. Reference is also made to Section 8 Substitution of Materials in the Instructions to Bidders. Change seven (7) days to read five (5) days in the last paragraph of this section.

5. **PROVINCIAL PREFERENCE POLICY**

Effective June 5, 1998 the Provincial Preference Act has been repealed. Please delete GC 46 - Provincial Preference Policy, Instructions to Bidders - Section 11 Provincial Preference Policy, or Notice to Bidders - Section 9, and any other references to Provincial Preference contained in the specifications.

6. **SCOPE OF WORK**

Contractors are advised the PROJECT shall include, but will not be limited to, the scope as outlined in the following summary.

Part 'A'

Asphalt Repairs on Route 520, Hamilton River Road from Burnwood Drive towards the Intersection of Route 500, Trans Labrador Highway:

1. Sub-excavation of OM, supply and placement of Class 'A' and hot mix asphalt to construct a turning lane at the Intersection of Kelland Drive and Route 520, Hamilton River Road.
2. Milling existing pavement, and supply and placement of hot mix asphalt for the purpose of re-establishing the cross section of the existing asphalt.
3. Supply and placement of granular 'A' shoulders where required.
Part ‘B’

Asphalt Repairs on Route 520 from the entrance to Labrador Concrete Products to Courte Real Road at the following priority locations:

(1) 450 m² Asphalt Patch in front of RCMP Building on Hamilton River Road
(2) 40 m² Asphalt Patch just before Courte Real Road on Hamilton River Road
(3) Supply and placement of hot mix asphalt for the purpose of re-establishing the cross section of the existing asphalt from the entrance to Labrador Concrete Products towards Happy Valley-Goose Bay for 270 m
(4) Supply and placement of hot mix asphalt for the purpose of re-establishing the cross section of the existing asphalt from Tenth Street towards Green Street for 270 m

For further information please refer to the breakdown of quantities in the tender document and the updated Department’s Specifications Book.

7. SPECIFICATIONS BOOK

Contractors are advised that the specifications book of the Department of Transportation and Works dated MARCH 2011 and the 2012 and 2013 Errata apply to this project. These specifications are available on the Internet at http://www.tw.gov.nl.ca/publications/specbook2011.pdf and on the following pages:
http://www.tw.gov.nl.ca/ under the Road Contractors... section;
http://www.tw.gov.nl.ca/publications/index.html under Manuals section ; and at http://www.tw.gov.nl.ca/road.html. It is the contractor’s responsibility to ensure that the correct version of the specifications book is used when bidding on this project.

8. BONA FIDE STATUS

Contractors are advised that Item No. 8 of the Tender Form is revised as follows:

Delete the paragraph:

"WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in Appendix "B". The list will be subject to the approval of the Owner. "By own forces” will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Road Builders Association as being a "bona fide" contractor or supplier of that particular trade or item.

And replace with the following:

"WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in Appendix "B". The list will be
subject to the approval of the Owner.” The bona fide status of a contractor will be determined by the Owner and decisions made by the Owner will be final.

9. LIQUIDATED DAMAGES

If the completion date of the whole of the works is later than the completion date specified in the contract, liquidated damages for such default shall be payable by the Contractor to the Owner. The rate per day will be determined as the total of the department’s direct costs associated with maintaining a presence and carrying out contract administration duties on the project. The costs to be recovered as liquidated damages will include, but will not be limited to, salaries including overtime, for the normal staff compliment on the project, travel costs for the normal staff compliment on the project, vehicle rental charges, fuel for vehicles, and other equipment rental charges, such as survey equipment, which may be utilized on the project.

Depending on the scope of work, there may be other direct or indirect costs to the department, which will also be deemed to be recoverable as liquidated damages. These costs could be substantial.

No bonus will be assessed for completing the project ahead of the given completion date.

Contractors, by submission of their tender, shall be deemed to have accepted these terms.

10. PETROLEUM PRODUCTS COST ADJUSTMENT

Fuel Cost Adjustment

Adjustments will be made to progress estimates to reflect changes in fuel prices from The Benchmark Tender Price to those in effect during construction. The Benchmark Tender Price shall be the price established by the Newfoundland and Labrador Board of Commissioners of Public Utilities, Petroleum Pricing Office, at time of tender closing. Increases or decreases in excess of 10% of the Benchmark Tender Price will be paid or deducted accordingly.

For the calculation of adjustments the governing price will be the price in place at the 21st of the month for the zone in which the majority of the contract is being carried out, established by the Newfoundland and Labrador Board of Commissioners of Public Utilities, Petroleum Pricing Office. This price will apply for the period from the 21st of that month to the 20th of the following month. This adjustment will include any changes in taxes outlined in GC 22.2. No adjustments will be made for price changes resulting from the use of the “Interruption Formula”.

The adjustment for fuel cost variation shall apply only to those items given in the accompanying list. For other tender items, there will be no fuel cost adjustments.

The adjustments shall be computed based on changes in the governing price, as defined above, in excess of or less than the Benchmark Tender Price at time of production. The Engineer shall then calculate the adjustment to be stated in the Monthly Progress Estimates. No adjustment will be made due to an increase in the price on fuel used after the identified contract completion date or approved contract extension date but
adjustments due to a decrease in the price of fuel will be made after the identified contract completion date or approved contract extension date.

For the contract items included in the accompanying list, the fuel cost adjustment shall be calculated using the quantity of the item added to the progress estimate since the last estimate.

<table>
<thead>
<tr>
<th>Contract Item</th>
<th>Clear Diesel Fuel (3)</th>
<th>Furnace Oil (3)</th>
<th>Marked Diesel Fuel (4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavation Other Material (1)</td>
<td>2.0 l/m³ or 1.0 l/t</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Excavation Solid Rock (2)</td>
<td>3.0 l/m³ or 1.1 l/t</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Granular “A” and Maintenance Grade III</td>
<td>1.0 l/t (5&amp;6)</td>
<td>N/A</td>
<td>0.7 l/t</td>
</tr>
<tr>
<td>Granular “B”</td>
<td>1.0 l/t (5&amp;6)</td>
<td>N/A</td>
<td>0.5 l/t</td>
</tr>
<tr>
<td>Asphalitic, Base Surface &amp; Levelling Courses</td>
<td>2.0 l/t (5)</td>
<td>11.0 l/t</td>
<td>0.7 l/t</td>
</tr>
<tr>
<td>Overhaul on excavation items only</td>
<td>0.4 l/m³-km</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(1) Excavation Other Material shall also include Ditching Other Material, Other Material Borrow, Other Material Fill in Place, Unsuitable Material, Bog, and Excavation for Foundation Other Material.

(2) Excavation Solid Rock shall also include Ditching Solid Rock, Quarried Rock, Rock Fill in Place, and Excavation for Foundation Solid Rock.

(3) Clear diesel fuel adjustment and furnace oil adjustment applies to the respective items at the time of excavation or placement as applicable.

(4) Marked diesel fuel adjustment applies to granular material and asphalt aggregate at the time of production. If the crusher used to produce the granular material or asphalt aggregate is not powered by a diesel generator, there will be no adjustment for marked fuel. If a contractor uses granular material or asphalt aggregate that was crushed previous to the project, there will be no adjustment for marked fuel.

(5) If the granular material or asphalt aggregate is produced from a rock quarry source, an additional 0.15 l/t of clear diesel fuel will be added to the quantity shown in the table applicable at the time of drilling and blasting.

(6) If the tender identifies Granular A, Granular B or Maintenance Grade III to be
stockpiled for use by the Department of Transportation and Works, then the Nominal Fuel Consumption Rate to apply to stockpiled aggregate will be 0.50 l/t for Clear Diesel.

11. **WARRANTY CHANGE TO GENERAL CONDITION NO. 31**

Contractors are advised that General Conditions #31 WARRANTY is revised as follows:

**GC31 WARRANTY**

31.1 Without restricting any warranty or guarantee implied or stipulated by law the Contractor shall at the Contractor’s own expense rectify and make good any defect or fault however caused appearing within a period of two (2) years from the date of Substantial Performance of the Work provided that the Contractor shall not be responsible for any defect or fault resulting from the design of the work.

31.2 The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required under the conditions of 31.1.

31.3 Neither the Engineer/Architect’s final certificate nor payment thereunder shall relieve the Contractor from the Contractor’s responsibility hereunder.

31.4 The Owner and/or the Engineer/Architect shall give the Contractor written notice of observed defects promptly.

31.5 In any case where the Contractor claims that the Contractor is not responsible for a defect or fault because the Contractor claims such a defect or fault results from a design of the work by the Owner, the onus to establish that the same is so in the first instance shall be on the Contractor.

31.6 The Contractor shall, subject to the procedures for Settlement of Disputes contained in GC 16, abide by the direction and decisions of the Engineer/Architect made pursuant to the General Conditions and in particular GC 7 regarding the correction by the Contractor of any defect or fault in the work discovered during the warranty period referenced in GC 31.1 hereof.

31.7 The Contractor shall submit a schedule for the completion of the warranty work in respect of the defect or fault referenced in 31.1 hereof, which schedule must be acceptable to the Engineer/Architect within thirty (30) days of the Engineer/Architect requesting in writing such a schedule from the Contractor.
31.8 Where the Contractor rectifies and makes good any defect or fault for which the Contractor is responsible under this Warranty, the Contractor shall warrant the portion of the work that is corrected for a further two (2) years from the date that the correction was done.

12. PAYMENTS ON ACCOUNT OF PAVEMENT SMOOTHNESS OR ASPHALT DENSITY

No payment shall be made to the Contractor pursuant to Sections 330.05.09.06.03 and 330.05.10.02 or Sections 330.06.09.03 and 330.06.09.05 of the Specifications Book that is referenced in SGC 7 before the end of the warranty period provided for in GC 31.1 and shall not be made if a warranty claim has been made under GC 31 until that warranty claim has been resolved. If a warranty claim has not been made by the Owner under GC 31 or if a warranty claim has been made under GC 31 and resolved, any payment(s) due to the Contractor pursuant to Sections 330.05.09.06.03 and 330.05.10.02 or Sections 330.06.09.03 and 330.06.09.05 of the Specifications Book shall be made within thirty (30) days of the later of the resolution of the warranty claim or the expiration of the warranty period referenced in GC 31.

13. OCCUPATIONAL HEALTH AND SAFETY DIRECTIVES

Contractors are advised portions of Section 190 of the Specifications, Occupational Health and Safety, have been revised in the 2012 and 2013 Errata for the 2011 Specifications Book to be consistent with the OHS Regulations, commonly seen OHS orders, as well as, some areas of best practice.


14. ASPHALT CEMENT

Contractors are advised that Section 330.02.01.01 of the Specifications Book: Mixture Materials – Asphalt Cement, has been superseded for this contract by the following:

330.02.01.01 Asphalt Cement

Unless otherwise specified, the asphalt cement (binder) shall conform to the latest edition of AASHTO M320 entitled Standard Specification for Performance Graded Asphalt Binder. The Performance Grade (PG) of asphalt binder shall be PG 52-34 and shall conform to the requirements of Table 1 in the AASHTO Specification. Other PG binders may be specified in individual contracts when warranted.
All PG asphalt binders will be subject to testing for acceptance prior to and during use. Samples failing to meet the relevant performance grade will require classification and be subject to penalty based on the following formulation.

<table>
<thead>
<tr>
<th>Temperature Deviation</th>
<th>Price Reduction (% of Asphalt Cement and Mix Prices)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 3 degrees of Specified Grade</td>
<td>N/A</td>
</tr>
<tr>
<td>From 3 degrees to 6 degrees of Specified Grade</td>
<td>10%</td>
</tr>
<tr>
<td>From 6 degrees to 9 degrees of Specified Grade</td>
<td>20%</td>
</tr>
<tr>
<td>Greater than 9 degrees of Specified Grade</td>
<td>Rejection</td>
</tr>
</tbody>
</table>

Projects with only one asphalt binder sample collected and not meeting the specified grade will have the penalty applied to all the unit prices of the entire quantity of hot mix asphalt concrete. Projects with multiple samples of asphalt binder will have the penalty applied proportionally to the affected asphalt.

Performance Graded Asphalt Binder with either higher than the maximum or lower than the minimum design temperature will be accepted at full price and no bonus will be applied.

Prior to the start of and throughout pavement production current copies of certification of all project asphalt binders shall be provided to the Department.

Any asphalt binder other than the asphalt binder specified must be removed from the Contractor's tanks to prevent contamination. Binders meeting the performance specifications but obtained from different sources cannot be stored in the same tank unless approved by the asphalt suppliers.

15. ITEM NO. 12 OF THE UNIT PRICE TABLE: SELECTED GRANULAR BASE COURSE

Contractors are advised to Delete Table 2 Physical Requirements of Section 315 Selected Granular Base Course of the Departments Specification Book and Replace it with the following:

**The percent of crushed particles will be determined by examining the fraction retained on the 4.76 mm sieve and dividing the weight of the crushed particles by the total weight contained on the 4.76 mm sieve.**

<table>
<thead>
<tr>
<th>Physical Test</th>
<th>ASTM Designation</th>
<th>Granular &quot;A&quot;</th>
<th>Granular &quot;B&quot;</th>
<th>Granular &quot;C&quot;</th>
<th>Maintenance Grades</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>No. 1</td>
<td>No. 2</td>
<td>No. 3</td>
<td></td>
</tr>
<tr>
<td>Percent Crushed (Minimum)**</td>
<td>D5521</td>
<td>50</td>
<td>50</td>
<td>-</td>
<td>50</td>
</tr>
<tr>
<td>Plasticity Index</td>
<td>D4318-84</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Petrographic Number (Max.)</td>
<td>(CSA 23.2-M90)</td>
<td>150</td>
<td>150</td>
<td>-</td>
<td>150</td>
</tr>
<tr>
<td>Micro-Deval Test for Fine Aggregate (% Maximum)</td>
<td>CSA A23.2-23A</td>
<td>25</td>
<td>25</td>
<td>-</td>
<td>25</td>
</tr>
<tr>
<td>Micro-Deval Test for Coarse Aggregate (% Max.)</td>
<td>MTO L.S.618</td>
<td>25</td>
<td>25</td>
<td>-</td>
<td>25</td>
</tr>
</tbody>
</table>
mm sieve. Pieces having one or more freshly fractured faces only will be considered as crushed material. Pieces with only small chips removed will not be considered as crushed.

16. PHYSICAL REQUIREMENTS OF ASPHALT AGGREGATE

Contractors are advised Section 330.02.01.02.01 of the Specifications have been modified for this project as follows:

330.02.01.02.01 Coarse Aggregate

Coarse Aggregate shall consist of hard, durable crushed stone or crushed gravel particles, reasonably uniform in quality and free from soft or disintegrated pieces. The portion of material retained on the 4.75 mm sieve shall be known as coarse aggregate. The coarse aggregate stockpile shall contain no more than 10% passing the 4.75 mm screen.

Coarse Aggregates shall be washed if necessary to have clean surfaces free from coatings of foreign matter. Coarse Aggregates shall conform to the physical requirements shown in Table 1.

Irrespective of compliance with the physical requirements of Tables 1, any coarse aggregate may be accepted or rejected on the basis of past field performance at the discretion of the department.

| TABLE 1 | Physical Requirements For Coarse Aggregates |
|------------------|-------------|------------------|------------------|
| TEST METHOD | TEST NO. | RAU & RAD-100 | RAU & RAD-90, | RAU-60, RLU-70 |
| | | SURFACE | RLU-80 | RLU-80 |
| ABSORPTION - % MAXIMUM | ASTM C127 | 1.75 | 2 | 2 |
| MAGNESIUM SULPHATE - SOUNDNESS - 5 CYCLES - % MAXIMUM (A) | ASTM C88 | 12 | 12 | 12 |
| PETROGRAPHIC NUMBER - MAXIMUM | CSA A23 2-15A | 135 | 135 | 135 |
| FREEZE-THAW TEST - 5 CYCLES - % MAXIMUM | CSA A23 2-24A | 8 | 10 | 10 |
| CRUSHED PARTICLES - % MINIMUM (B) | ASTM D5821 | 90 | 90 | 70 |
| FLAT & ELONGATED PARTICLES - % MAXIMUM (C) | ASTM D 4791 | 20 | 20 | 20 |
| LOSS BY WASHING - % MAXIMUM PASSING (D) | ASTM C117 | 1.75 | 1.75 | 1.75 |
| MICRO DEVAL - % MAXIMUM | ASTM D 6928 | 16 | 16 | 16 |
| CLAY LUMPS - % MAXIMUM | CSA A23 2-3A | 1 | 1 | 1 |
| LOW DENSITY PARTICLES - % MAXIMUM | CSA A23 2-4A | 1 | 1 | 1 |
| FRIABLE OR SLATEY SILTSTONE - % MAXIMUM | CSA A23 2-15A | 1 | 1 | 1 |

Notes:
(A) Test to be conducted on basalt rich or highly absorptive (> 1.5%) aggregates.
(B) Pieces having two or more freshly fractured faces only will be considered as crushed material. Pieces with only small chips removed will not be considered as crushed.
(C) Flat and elongated pieces are those whose greatest dimension exceeds four times their least dimension.
(D) When only quarried rock is used as a source of coarse aggregate, a maximum of 2 percent passing the 75 µm sieve shall be permitted.

17. PHYSICAL REQUIREMENTS OF FINE ASPHALT AGGREGATE

Contractors are advised Section 330.02.01.02.02 of the Specifications have been modified for this project as follows:

330.02.01.02.02 Fine Aggregate

Fine aggregate shall consist of clean, tough, rough-surfaced grains, free from clay, loam and other foreign matter. The fine aggregate stockpile shall contain no more than 20% retained on the 4.75 mm screen.

For RCU-80 and above highway classifications the maximum allowable percentage of non-crushed fine aggregate in the total combined aggregate shall be 15% inclusive of all natural occurring fines and blending sands. For RLU-80 and below highway classifications the maximum allowable percentage of non-crushed fine aggregate in the total combined aggregate shall be 20% inclusive of all natural occurring fines and blending sands.

For all base and levelling type II course mixes the fine aggregates maximum percentage passing the 75 µm sieve is limited to 7% prior to mix production at the asphalt plant. All surface and levelling type I course mixes the fine aggregates maximum percentage passing the 75 µm sieve is limited to 5% prior to mix production at the asphalt plant.

Irrespective of compliance with the physical requirements of Tables 2 any fine aggregate may be accepted or rejected on the basis of past field performance at the discretion of the department.

<table>
<thead>
<tr>
<th><strong>TABLE 2</strong> Physical Requirements for Fine Aggregates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Test Method</strong></td>
</tr>
<tr>
<td>MICRO-DEVAL TEST FOR FINE AGGREGATE - % MAXIMUM</td>
</tr>
<tr>
<td>PLASTICITY INDEX</td>
</tr>
<tr>
<td>SAND EQUIVALENT - % MINIMUM</td>
</tr>
<tr>
<td>FINE AGGREGATE ANGULARITY - % MINIMUM (A)</td>
</tr>
</tbody>
</table>

**Note:**
(A) FAA tests shall be conducted on a representative sample of the total fine aggregate inclusive of all fine aggregate materials as indicated in the mix design including blending sand. The test will be conducted in accordance with Standard Graded Sample Method A.
18. **ITEM #16(b) OF THE UNIT PRICE TABLE: ASPHALTIC SURFACE COURSE**

Contractors are advised that there may be some instances when the cold planning will break through the existing layer of asphalt into the existing granular base. If this is the case, a leveling course asphalt will be used to cover up the granular base before placement of the surface asphalt layer. The leveling asphalt in these instances will be paid under Item #16(b) of the Unit Price Table: Asphalitic Surface Course.

In addition, contractors are advised that all driveway tie-in work is incidental to Item #16(b) of the Unit Price Table: Asphalitic Surface Course.

19. **ITEM #35 OF THE UNIT PRICE TABLE: COLD PLANING ASPHALT**

Contractors are advised that all millings removed shall become the property of the contractor. Contractor shall be responsible to locate a suitable disposal site and to obtain all applicable permits prior to any milling on the project. Milling depth shall vary from 30mm to 50mm and shall be done to re-establish the cross section of the existing asphalt. In areas where the milling is taken full width of the existing asphalt, the gravel shoulder shall be graded level with the milled asphalt. This grading shall be considered incidental to the Cold Planning Asphalt Unit Price.

20. **CAPACITY**

Contractors are advised to Delete Section 330.05.03.01.10 of the Specifications Book: Capacity, for this contract.

21. **ITEM #14 OF THE UNIT PRICE TABLE: REMOVAL OF OLD ASPHALTIC PAVEMENT**

Contractors are advised that the 40 m2 Asphalt Patch just before Courte Real Road on Hamilton River Road is currently a Concrete Patch. The concrete is to be removed and paid under Item #14 of the Unit Price Table: Removal of Old Asphalitic Pavement.
The report below is to be completed on a monthly basis by all contractors engaged in
Construction/Maintenance and or other project work for the
Government of Newfoundland and Labrador, Department of Transportation and Works.
Please attach information pertaining to items highlighted with an asterisk (*)

### Contractor Information

<table>
<thead>
<tr>
<th>Contractor/Company Name</th>
<th></th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Report Prepared By</th>
<th></th>
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<table>
<thead>
<tr>
<th>Report for Period</th>
<th></th>
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<table>
<thead>
<tr>
<th>Project and Location</th>
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<table>
<thead>
<tr>
<th>Contact</th>
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<th>Contact Number</th>
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<table>
<thead>
<tr>
<th>Contract Manager</th>
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<table>
<thead>
<tr>
<th>Contractor CSO</th>
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<table>
<thead>
<tr>
<th>Site Manager</th>
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</thead>
</table>

### Monthly OHS Performance Indicators

#### Lagging Indicators

<table>
<thead>
<tr>
<th>Indicate the total within reporting period above</th>
<th>Monthly Total</th>
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<tbody>
<tr>
<td>Lost Time Injuries</td>
<td></td>
</tr>
<tr>
<td>Working Days Lost</td>
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</tr>
<tr>
<td>Return to Work Plans</td>
<td></td>
</tr>
<tr>
<td>First Aid Incidents</td>
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</tr>
<tr>
<td>Medical Aid Incidents</td>
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</tr>
<tr>
<td>Total Hours Worked (site)</td>
<td></td>
</tr>
<tr>
<td>Accident /Incident reports</td>
<td></td>
</tr>
<tr>
<td>Accident Incident Investigations Conducted*</td>
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</table>

#### Leading Indicators

<table>
<thead>
<tr>
<th>Indicate the total within reporting period above</th>
<th>Monthly Total</th>
<th>Records available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tool Box Talks (safety specific)*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OHS Committee/Rep Meetings*</td>
<td></td>
<td></td>
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<tr>
<td>BI-Weekly Project Meeting</td>
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<td></td>
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<tr>
<td>Site Safety Orientations</td>
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</tr>
<tr>
<td>Site Inspections*</td>
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<tr>
<td>Hazard Reports Submitted</td>
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<tr>
<td>Hazard Assessments Conducted*</td>
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<tr>
<td>Traffic Control Signage Log Completed*</td>
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</tr>
</tbody>
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### OHS Division Activities

<table>
<thead>
<tr>
<th>OHS Division Inspections</th>
<th>OHS Division Directives Issued*</th>
</tr>
</thead>
</table>

### Sub-Contractor Information

<table>
<thead>
<tr>
<th>Name sub-contractors working on site</th>
<th>Description of work conducted by sub-contractors</th>
<th>Days on site</th>
<th>COR Certified (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

### Training Information

<table>
<thead>
<tr>
<th>Training conducted with staff</th>
<th>Brief description of training conducted with safety or work practice focus</th>
<th>Total staff trained</th>
<th>Records available (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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### Equipment/Maintenance

<table>
<thead>
<tr>
<th>Annual equipment inspections conducted (Y/N)</th>
<th>All equipment passed inspection (Y/N)</th>
<th>Records Available (Y/N)</th>
<th>Non-Routine maintenance required? Identify equipment</th>
<th>List maintenance conducted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

### Report Information

<table>
<thead>
<tr>
<th>Report completed on:</th>
<th>Signature:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>
Definitions

First Aid incident – An Occupational Injury/Illness that requires first aid treatment only and does not result in loss of time from work or Restricted Work.

Medical aid incident – A classification of Occupational Injury/Illness for Medical Treatment beyond First Aid Injury where there has been no Lost Days. i.e: Visit to a health care provider or hospital specific to the injury.

Lost-Time Injury – An injury/illness resulting in Lost Days beyond the date of injury as a direct result of an Occupational Injury/Illness incident on the project.

Working Days Lost – The number of calendar days that the employee is unable to work beyond the day of injury specific to the project in which the injury occurred. Calculate total days for all employees working on the project.

Total Hours Worked – Total number of hours of employment (i.e., the actual worked hours) of all employees for each contractor and sub-contractor companies for the reporting period specific to the project.

Accident – An undesired event resulting in death, ill health, injury, damage or other loss.

Incident – An unplanned, undesired event that had the potential to cause injury or other damage.

Accident/Incident Report – all accidents and incidents must be reported, whether through an internal reporting structure or through the WHSCC employers form 7. All accidents of a serious nature must also be reported to the OHS Division within 24 hours (serious accidents re outlined in section 54(3) of the OHS Act).

Accident/Incident Investigation – is an investigation by the employer into the root cause of an accident or incident to identify hazards and prevent workplace accidents/incidents from recurring.
<table>
<thead>
<tr>
<th>Code/Seq</th>
<th>Location/Project</th>
<th>Current Condition/Placement of Signage</th>
<th>Completed Required/Additional Signage</th>
<th>Signage and Components Added to the Work and Condition (Note)</th>
<th>Identified Omissions Reported Prior to the Commencement of Work and Any Omissions, Replacements or Upgrading Required</th>
<th>Report Completed by</th>
<th>Signature Attached: First Name and Initials or Signature/Stamp</th>
<th>Log Approved by: First Name and Initials or Signature/Stamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAGE</td>
<td>ITEM</td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>Index</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>1. Tender</td>
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</tr>
<tr>
<td>2</td>
<td>2. Tender Documents</td>
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</tr>
<tr>
<td>2-3</td>
<td>3. Tender Surety and Bonding</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>4. Completion of Tender Form</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>3</td>
<td>5. Unacceptable Tenders</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>6. Amendments to Tender</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4</td>
<td>7. Withdraw of Tender</td>
<td></td>
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<tr>
<td>4</td>
<td>8. Substitution of Materials</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>9. Use of Bid Depository</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>4</td>
<td>10. Acceptance of Tender</td>
<td></td>
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</tr>
</tbody>
</table>
1. TENDERS

(a) Envelopes containing the Tender are to be clearly marked identifying the Project No. and the Project Name as shown on the Tender Form, and the envelopes to be addressed:

Deputy Minister
c/o Tendering and Contracts Section. Dept. of Transportation & Works,
Ground Floor-West Wing, Confederation Bldg., East Block, P.O. Box 8700, St. John's, NL A1B 4J6

The name and address of the Bidder and the closing time and date must be shown on the envelope.

(b) Tenders must be received by Tendering and Contracts Section, Department of Transportation and Works on or before the exact closing time and date indicated in the advertisement or as amended by the Deputy Minister. TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.

(c) The Form of Agreement is included in the Contract Documents at the time of tender requests for the purpose of information to Bidders and shall not be completed at the Time of Tender submission.

(d) Before submitting a Tender, bidders shall carefully examine the Contract Documents and the site of the proposed work and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the Contract Documents will be considered for any Bidder who had failed to become familiar with all aspects of the work.

(e) The Owner will not defray any expenses incurred by the Bidders in the preparation and submission of their tenders.

2. TENDER DOCUMENTS

(a) The Tender Documents consist of the Instructions to Bidders, Tender Form, Agreement, Drawings, Specifications, and any Amendments to the Contract Documents issued during the tender period.

(b) Every interpretation of or addition to the contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written addendum.

(c) No addendums will be issued less than seven (7) days prior to the closing date of the Tender.

3. TENDER SURETY AND BONDING

(a) Bidding Security

Every bidder shall submit with their Tender a bid bond issued by an approved Surety Company licensed to do business in the Province of Newfoundland and Labrador and made out in favour of the Department of Transportation and Works. The bid bond shall be at least ten percent (10%) of the tendered amount. No bidding security will be required for a tendered amount of less than $25,000 unless specifically called for elsewhere in the tender document. An approved certified cheque may be substituted in lieu of the bid bond. The bidding security will be returned upon receipt of the Performance and Labour and Materials Bonds. The terms of the bid security will be invoked and the amount retained by the Owner if the Bidder fails to enter into an agreement when notified of the award of the work within the tender validity period, or fails to provide the Performance and Labour and Materials bonds in the amount and within the period specified.

(b) Performance Bond

A Performance Bond will be required in the amount of fifty percent (50%) of the contract price. The Performance Security is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Security has been received. Performance Security will not be required for a contract value of less than $25,000. In lieu of the Performance Bond, the Minister may accept at his sole discretion an approved certified cheque for ten percent
(10%) of the tendered amount. The cheque will be retained until satisfactory completion of the work including the guarantee period, after which this amount will be returned to the contractor together with the accrued interest thereon at the current bank rate.

(c) Labour and Materials Payment Bond

A Labour and Materials Payment Bond will be required in the amount of fifty percent (50%) of the contract price. The Labour and Materials Payment Bond is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the execution of the formal agreement. No work is to be undertaken until the Labour and Materials security has been received. Labour and Materials security will not be required for a contract valued at less than $25,000.

In lieu of the Labour and Materials Bond, the Minister may accept at his sole discretion and approved certified cheque of ten percent (10%) of the tendered amount. The cheque will be retained until substantial completion of the work as defined by the Mechanics Lien Act and upon receipt of a completed and approved Statutory Declaration Form. This security, if in the form of a cheque, will be returned to the Contractor together with the accrued interest thereon at the current bank rate.

4. COMPLETION OF TENDER FORM

(a) The Tender Form is to be completed in its entirety and submitted in the envelopes provided and the name of the Bidder entered in the "Name of Bidder" space on the tender envelope. The Bidder should retain a copy of the tender for their records.
(b) Type or legibly print the information required on the Tender Form.
(c) Type or legibly print the Bidder's full business name and address in the spaces provided on the Tender Form.
(d) Sign the Tender Form in the space provided as indicated:
   In the case of a Sole Proprietorship signature, Sole Proprietor will sign where indicated in the presence of a witness who will sign where indicated. Insert the words "Sole Proprietor" next to the signature. In the case of a Partnership signature, all partners will sign where indicated in the presence of a witness who will sign where indicated. Insert the work "Partner next to signatures".
   In the case of a Limited Company, signatures of authorized signing officers will sign where indicated, in the presence of a witness who will sign where indicated, and the corporate seal will be affixed. Indicate next to signature the corporate title of each signer.
(e) The attention of the Bidder is drawn to the necessity of legibly pricing each and every item in any schedule of quantities and of calculating the units and totals exactly correct to agree with the tender amounts. Failure to do so will be sufficient grounds for rejection.
(f) Spaces or Appendices will be provided with the Tender Form if required for a list of sub-contractors, use of bid depository, contractor's experience, list of equipment. All such spaces and appendices must be completed in their entirety, legibly by the typewriter or by printing in ink.
(g) If it becomes necessary to correct an error made on the Tender Form, such correction must be initialed and dated by the person or persons signing the Tender Form.

5. UNACCEPTABLE TENDERS

(a) Tenders not submitted on the Tender Form provided will not be considered.
(b) Telegraphic or telex tenders will not be accepted.
(c) Tenders received after the Tender Closing time will not be considered.
(d) Incomplete Tenders will be rejected.
(e) Tenders not accompanied by an approved security in the correct amount will be rejected.
(f) Tenders containing qualification or additional clauses to the Tender Form will be rejected.
(g) Incorrectly prepared tenders may be rejected.
6. AMENDMENTS TO TENDER

Properly documented amendments to the Tender will be permitted up to the Tender closing time. Amendments documented by telegram, fax, telex, or written form will be acceptable.

7. WITHDRAWAL OF TENDERS

Bids may be withdrawn without penalty in written form, by fax, telegram, or by telex request if received prior to the time fixed for the opening.

8. SUBSTITUTION OF MATERIALS

(a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified the choice shall be left to the Contractor. Where only one brand name is stated there shall be no substitution.

(b) Where the Specifications include the "or approved equal" clause, substitutions may be proposed provided that:
   1. the request for a substitution is made in writing at least fourteen (14) days prior to the bid date;
   2. the request shall clearly define and describe the product for which the substitution is requested;
   3. the substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.

Approval of the substitution by the Architect/Engineer shall be in form of an addendum to the Specifications issued at least seven (7) days prior to the Tender closing date to all of those contractors listed as having received a copy of the Contract Documents.

9. USE OF BID DEPOSITORY

The attention of the Bidder is drawn to the fact that the Bid Depository of the Newfoundland and Labrador Construction Association will be used for the Trade as listed in Appendix _____.

10. ACCEPTANCE OF TENDER

(a) The Owner will not necessarily accept the lowest or any tender.

(b) Upon written acceptance of the tender within the tender validity period, the Tender Form becomes part of the Contract Documents and the successful bidder becomes the Contractor. The Contractor will be required to execute a formal agreement with the Owner within thirty (30) days of the date of the letter of intent.
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GC1 DEFINITIONS

1.1 Contract Documents
The Contract Documents consist of the instruction to Bidders, executed Agreement, General Conditions of Contract, Supplementary General Conditions of Contract, Specifications, Drawings and such other documents as are listed in Article A-2 of the Agreement, including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the contract or agreed upon between the parties. The Successful Bidder’s tender and any addenda to the Specification issued during the bidding period shall also form part of the Contract Documents.

1.2 Owner, Engineer/Architect, Contractor
The Owner, Engineer/Architect and Contractor are the persons, firms or corporations identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and masculine in gender. The Term Owner, Engineer/Architect and Contractor means the Owner, Engineer/Architect or Contractor or their authorized representatives as designated by each party in writing.

1.3 Subcontractor
A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked.

1.4 The Project
The Project is the total construction of which the work performed under the Contract Documents may be the whole or a part.

1.5 Products
The term Products means all material, machinery, equipment and fixtures forming the completed work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

1.6 The Work
Work includes the whole of the works, materials, matters and things required to be done, furnished and performed by the Contractor under the Contract.

1.7 Materials and Equipment
The term Materials and Equipment means all materials, machinery, equipment and fixtures forming the completed work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work and normally referred to as construction machinery and equipment.

1.8 Other Contractor
The term Other Contractor means any person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

1.9 Time
The Contract Time is the time stated in Article A-1(c) of the Agreement for Substantial Performance of the Work.
(a) The date of Substantial Performance of the Work is the date certified by the Engineer/Architect.
(c) The term day, as used in the Contract Documents, shall mean the calendar day.
(d) The term working day means any day observed by the construction industry in the area of the place of building.

1.10 Substantial Performance
A Contract shall be deemed to be substantially performed
(a) when the work or a substantial part thereof is ready for use or is being used for the purpose intended; and
(b) when the work to be done under the contract is capable of completion or correction at a cost of not more than
(i) three per centum of the first two hundred and fifty thousand dollars ($250,000) of the contract price,
(ii) two per centum of the next two hundred and fifty thousand dollars ($250,000) of the contract price, and
(iii) one per centum of the balance of the contract price.

1.11 Total Performance
Total Performance shall mean the entire work has been performed to the requirements of the Contract Documents and is so certified by the Engineer/Architect.

GC2 DOCUMENTS

2.1 The Contract Documents shall be signed in duplicate by the Owner and the Contractor.
2.2 Words which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
2.3 In the event of conflicts between Contract Documents the following shall apply:

(a) Documents of later date shall govern.
(b) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
(c) Drawings of larger scale shall govern over those of smaller scale of the same date.
(d) Specifications shall govern over Drawings
(e) The General Conditions of Contract shall govern over Specifications.
(f) Supplementary General Conditions shall govern over the General Conditions of the Contract.
(g) The Agreement shall govern over all documents.

GC3 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK

3.1 During the progress of the Work the Engineer/Architect shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents.
3.2 Additional instructions may include minor changes to the Work which affect neither the Contract Price nor the Contract Time.
3.3 Additional instructions may be in the form of drawings, samples, models or written instructions.
3.4 Additional instructions will be issued by the Engineer/Architect with reasonable promptness and in accordance with any schedule agreed upon.
3.5 The Contractors shall, within thirty (30) days of the signing of this contract provide the Owner with a schedule of work.

GC4 DOCUMENTS PROVIDED

4.1 The Contractor will be provided, without charge, a reasonable number of Contract Documents or parts thereof as reasonably necessary for the performance of the Work.
GC5 DOCUMENTS ON THE SITE

5.1. The Contractor shall keep one copy of all current Contract Documents and shop drawings on the site, in good order and available to the Engineer/Architect and/or his representatives. This requirement shall not be deemed to include the executed Contract Documents.

GC6 OWNERSHIP OF DOCUMENTS AND MODELS

6.1. All Contract documents and copies thereof, and all models are and shall remain the property of the owner and are not to be used on other work.

6.2. Such documents are not to be copied or revised in any manner without the written authorization of the owner.

6.3. Models furnished by the Contractor or the Owner are the property of the owner.

GC7 ENGINEER/ARCHITECTS DECISIONS

7.1. The Engineer/Architect, in the first instance, shall decide on questions arising under the Contract Documents and interpret the requirements therein. Such decisions shall be given in writing.

7.2. The Contractor shall notify the Engineer/Architect in writing within 5 days of receipt of a decision of the Engineer/Architect referred to in 7.1 should the Contractor hold that a decision by the Engineer/Architect is in error and/or at variance with the contract Documents. Unless the Contractor fulfills this requirement subsequent claims by him for extra compensation, arising out of the decision, will not be accepted.

7.3. If the question of error and/or variance is not resolved immediately, and the Engineer/Architect decides that the disputed work shall be carried out, the Contractor shall act according to the Engineer/Architect's written decision.

Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC16 - Settlement of Disputes.

GC8 DELAY

8.1. If it can be clearly shown that the Contractor is delayed in the performance of the work by any act or fault of the Owner or other Contractor, then the contract time shall be extended for such reasonable time as the Engineer/Architect may decide in consultation with the Contractor.

The Contractor shall be reimbursed for any costs incurred by the Contractor as a result of such a delay occasioned by the act or fault, provided that it can be clearly shown that the Contractor's forces cannot work efficiently elsewhere on the project and that the incurred cost is limited to that which could not reasonably have been avoided.

8.2. If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one employed by him directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Engineer/Architect may decide, in consultation with the Contractor, and the Contractor shall be reimbursed for any onsite costs incurred by him as the result of such delay.

8.3. If the Contractor is delayed in the performance of the Work by civil disorders, labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractor's Association, of which the Contractor is a member) fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractors's control, then the Contract Time shall be extended for such reasonable time as may be decided by the Engineer/Architect in consultation with the Owner and
the Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay unless such shorter extension or time be agreed to by the Contractor.

8.4 No extension shall be made for delay unless written notice of claim is given to the Engineer/Architect within fourteen (14) days of its commencement, providing that in the case of a continuing cause of delay only one notice shall be necessary.

GC9 OWNER'S RIGHT TO DO WORK

9.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of the Contract, the Owner may notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default within five (5) working days of receiving the notice.

9.2 If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instructions if the Contractor:

(a) commences the correction of the default within the specified time, and
(b) provides the Owner with an acceptance schedule for such correction, and
(c) completes the correction in accordance with such schedule.

9.3 If the Contractor fails to comply with the provisions 9.1 and 9.2 the Owner may, without prejudice to any other right or remedy the Owner may have, correct such default and may deduct the cost thereof from the payment then or thereafter due the Contractor.

GC10 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

10.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Contractor’s insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the Contract.

10.2 The Owner may notify the Contractor in writing that the Contractor is in default of the Contractor’s contractual obligations, if the Contractor:

(a) fails to proceed regularly and diligently with the work; or
(b) without reasonable cause wholly suspends the carrying out of the work before the completion thereof; or
(c) refuses or fails to supply sufficient properly skilled workmen or proper workers, products or construction machinery and equipment for the scheduled performance of the work within five (5) working days of receiving written notice from the Engineer/Architect, except in those cases provided in GC9 - Delay, or
(d) fails to make payments due to the Contractor's Subcontractors, suppliers or his workmen; or
(e) persistently disregards laws or ordinances, or the Engineer/Architect's instructions; or
(f) Otherwise violates the provisions of the Contract to a substantial degree. Such written notice by the Owner shall instruct the Contractor to correct the default within five (5) working days from the receipt of the written notice.

10.3 If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instructions if the Contractor:

(a) commences the correction of the default within the specified time;
(b) provides the Owner with an acceptance schedule for such correction, and
(c) completes the correction in accordance with such schedule.

10.4 If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy the Owner may have, stop the work or terminate the Contract.

10.5 If the Owner terminates the contract under the conditions set out above, the Owner is entitled to:
(a) take possession of the premises and products and utilize the temporary buildings, plants, tools, construction machinery and equipment, goods, materials, intended for, delivered to and placed on or adjacent to the work and may complete the work by whatever method he may deem expedient but without undue delay or expense;
(b) withhold any further payments to the Contractor until the work is finished;
(c) upon total performance of the work, charge the Contractor the amount by which the full cost of finishing the work including compensation to the Engineer/Architect for his additional services and a reasonable allowance to cover the cost of any corrections required by GC31 - Warranty, exceeds the unpaid balance of the Contract Price; or if such cost of finishing the work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.
(d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under GC31 - Warranty exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

GC11 CONTRACTOR’S RIGHT TO STOP WORK OR TERMINATE CONTRACT

11.1 If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Owner’s insolvency, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner written notice, terminate the Contract.

11.2 If the work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner 15 days written notice, terminate the Contract.

11.3 The Contractor may notify the Owner in writing that the Owner is in default of the Owner’s contractual obligations if:
(a) the Engineer/Architect fails to issue a certificate in accordance with GC21 - Certificates and Payments;
1. The Owner fails to pay to the Contractor when due any amount certified by the Engineer/Architect and verified by the audit of the Owner. Such written notice shall advise the Owner that if such default is not corrected within fifteen (15) days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the work and/or terminate the contract.

2. 11.4 If the Contractor terminates the Contract under the conditions set out above, the Contractor shall be entitled to be paid for all work performed and for any loss sustained upon products and plant supplied with reasonable overhead, profit and damages.

GC12 OTHER CONTRACTORS

12.1 The Owner reserves the right to let separate contracts in connection with the project of which the Work is part.

12.2 The Owner shall coordinate the work and insurance coverage of Other Contractors as it affects the Work of this Contract.

12.3 The Contractor shall coordinate his work with that of Other Contractors and connect as specified or shown in the Contract Documents. Any change in the cost incurred by the Contractor in the planning and performance of such work which was not shown or included in the Contract documents as of the date of signing the Contract, shall be evaluated as provided under GC19 - Valuation and Certification of Changes in the Work.

12.4 The Contractor shall report to the Engineer/Architect any apparent deficiencies in other Contractor’s work which would affect the Work of this Contract immediately they come to the Contractor’s attention and shall confirm.

GENERAL CONDITIONS 6
such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractor's work except as to those of which the Contractor was not reasonably aware.

GC13 ASSIGNMENT

13.1 The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Owner.

GC14 SUBCONTRACTORS

14.1 The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any work to be performed under subcontract. The Contractor shall:
   (a) require the Contractor's Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and
   (b) be fully responsible to the Owner for acts and omissions of the Contractor's Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them.

   The Contractor therefore agrees that the Contractor will incorporate all the terms and conditions of the Contract Documents into all Subcontract Agreements the Contractor enters into with the Contractor's Subcontractors.

14.2 The Contractor shall employ those Subcontractors proposed by the Contractor in writing and accepted by the Owner prior to the signing of the Contract for such portions of the work as may be designated in the bidding requirements.

14.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other Subcontractor Bidders.

14.4 In the event that the Owner requires a change from any proposed Subcontractor the Contract Price shall be adjusted by the difference in cost occasioned by such required change.

14.5 The Contractor shall not be required to employ as a Subcontractor any person or firm to whom the Contractor may reasonably object.

14.6 The Engineer/Architect may, upon reasonable request and at his or her discretion, provide to a Subcontractor information as to the percentage of the Subcontractor's work which has been certified for payment.

14.7 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

GC15 EMERGENCIES

15.1 The Engineer/Architect has authority in an emergency to stop the progress of the work whenever in his or her opinion such stoppage may be necessary to ensure the safety of life, or the work, or neighbouring property. This includes authority to make changes in the work, and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in his or her opinion be necessary. The Engineer/Architect shall, within two (2) working days, confirm in writing any such instructions. In such a case if the work has been performed under direct order of the Engineer/Architect, the Contractor shall keep the Contractor's right to claim the value of such work.

15.2 Should the work be stopped by civil pickets, or other disorder, neither the Owner nor the Contractor shall have claim for a change in the price of the Contract.
GC16 SETTLEMENT OF DISPUTES AND CLAIMS

16.1 In the case of any dispute or claim arising between the Owner and the Contractor as to their respective rights and obligations under the Contract, either party hereto may give the other written notification of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved to the satisfaction of both parties, either party may refer the matter to such judicial tribunal as the circumstances require.

16.2 Legal proceedings shall not take place until after the performance or the substantial performance of the disputed work except:
   (a) when the dispute concerns a certificate for payment.
   (b) where either party can show that the matter in dispute requires immediate consideration while evidence is available.
   (c) in the case of legal proceedings, where the action may become prescribed by reason of delay.

GC17 INDEMNIFICATION

17.1 Except as provided in 17.2, the Contractor shall be liable for, and shall indemnify and hold harmless the Owner and the Engineer/Architect, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising under any statute or Common Law:
   (a) in respect of personal injury to or the death of any person whatsoever arising out of or in the course of or caused by the carrying out of the work; and
   (b) in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the work.

17.2 The Contractor shall not be liable under 17.1 if the injury, death, loss or damage is due to any act or neglect of the Owner or Engineer/Architect, their agents or employees.

GC18 CHANGES IN THE WORK

18.1 The Owner may make changes by altering, adding to, or deducting from the Work, with the amount due under the Contract and the Contract Time being adjusted accordingly.

18.2 Except as provided in GC15 - Emergencies, no change shall be made without a written order from the Engineer/Architect and no claim for an addition or deduction from the amount due under the Contract or change in the Contract time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in GC19 - Valuation and Certification of Changes in the Work.

GC19 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

19.1 The value of any change shall be determined in one or more of the following methods:
   (a) by unit prices as provided in Article A-3 of the Agreement
   (b) by unit prices subsequently agreed upon
   (c) by cost and a fixed or percentage fee.

In the case of changes in the work valued as outlined in 19.1(c), the Contractor shall submit detailed invoices, vouchers and time sheets for all materials and labour to complete the extra work.

When work is performed by the Contractor’s own forces his markup for overhead shall be ten (10) percent and his profit ten (10) percent of the agreed or actual cost of the change. When work is performed by one of his Subcontractors the Subcontractor’s markup for overhead shall be ten (10) percent of the agreed or actual cost of the change plus five (5) percent for profit.
The Contractor's markup for overhead and profit shall be (10) percent of the Subcontractor's total price.

19.2 Notwithstanding the provisions of 19.1, in case of changes in the work:
   (a) where unit prices are provided in the contract for work to be done those unit prices shall be used in
       determining the value of any change, and
   (b) the amount charged for equipment rentals shall be that provided in the contract and no additional amount
       shall be paid as markup for overhead or profit for the Contractor or Subcontractor.

19.3 When a change in the work is proposed or required the Contractor shall present to the Engineer/Architect for approval
    the Contractor's claim for any change in the Contract Price and/or change in Contract Time. The Engineer/Architect
    shall satisfy himself or herself as to the correctness of such claim and, when approved shall issue a written order to the
    Contractor to proceed with the change. The value of work performed in the change shall be included for payment with
    the regular certificate for payment.

19.4 In case of changes in the Work to be paid for under methods (b) and (c) of 19.1, the form of presentation of costs and
    methods of measurement shall be agreed to by the Engineer/Architect and Contractor before proceeding with the
    change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of
    the cost of the change in the Work, together with vouchers where applicable.

19.5 If the method of valuation, measurement and the change in Contract Price and/or change in Contract Time cannot be
    promptly agreed upon, and the change is required to be proceeded with then the Engineer/Architect shall determine
    the method of valuation, measurement and the change in Contract Price and/or Contract Time subject to final
    determination in the manner set out in GC16 - Settlement of disputes. In this case the Engineer/Architect shall issue
    a written authorization for the change setting out the method of valuation and if by lump sum his or her valuation of
    the change in Contract Price and/or Contract Time.

19.6 In the case of a dispute in the valuation of a change authorized in the Work pending final determination of such value,
    the Engineer/Architect shall certify the value of work performed and include the amount with the regular certificates
    for payment.

19.7 It is intended in all matters referred to above that both the Engineer/Architect and Contractor shall act promptly.

GC20 APPLICATION FOR PAYMENT

20.1 Applications for payment on account as provided for in Article A-4 may be made monthly as the Work progresses.

20.2 Application for payment shall be made monthly on a date to be agreed between the Owner and the Contractor and the
    amount claimed shall be for the value of work performed and products delivered to the site at that date.

20.3 Application for release of holdback monies following the Substantial Performance of the Work and the application
    for final payment shall be made at the time and in the manner set forth in GC21 - Certificates and Payments.

GC21 CERTIFICATES AND PAYMENTS

21.1 The Engineer/Architect shall, within ten (10) days of receipt of an application for payment from the Contractor
    submitted in accordance with GC20 - Application for Payment, issue a certificate for payment in the amount applied
    for or such other amount as he or she shall determine to be properly due. If the Engineer/Architect amends the
    application he shall promptly notify the Contractor in writing, giving his or her reasons for the amendment.

21.2 The Owner shall within twenty-one (21) days of issuance of a certificate for payment by the Engineer/Architect, make
    payment to the Contractor on account, in accordance with the provisions of the Agreement.
21.3 If payment is not made within sixty (60) days of issuance of a certificate for payment by the Engineer/Architect the owner will be liable for interest on the amount owing at the rate of 9% per annum from the sixty-first (61st) day to the date of payment.

21.4 Notwithstanding any other provisions of this Contract:
(a) If on account of climatic or other conditions reasonably beyond the control of the Contractor there are items of work that cannot be performed, the payment in full for that which has been performed as certified by the Engineer/Architect shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold from the Contract Price until the remaining work is finished an amount sufficient to cover the cost to the Owner of performing such remaining work and to adequately protect the Owner from claims.
(b) Where legislation permits and where, upon application by the Contractor, the Engineer/Architect has certified that a Subcontract has been totally performed to his or her satisfaction prior to the Substantial Performance of this Contract, the Owner shall pay the Contractor the holdback retained for such Subcontractor on the day following the expiration of the Statutory Limitations Period stipulated in the Mechanics’ Lien Act applicable to the place of building.

The holdbacks will be released on the following conditions:
(i) a copy of the contract between the Subcontractor and the Contractor, or some other suitable document satisfactory to the Owner, must be presented to the Owner.
(ii) the Subcontract is completed without deficiencies.
(iii) the warranty for the Subcontract will not start until Substantial Performance of the General Contract;
(iv) the Contractor provides an approved statutory declaration that all monies have been paid to the Subcontractors;
(v) the Owner will, at that time, release the total amount specified on the Sub-contractors Contract.

21.5 Notwithstanding the provisions of 21.4(b) and notwithstanding the wording of such certificate the Contractor shall ensure that such work is protected pending the Total Performance of the Contract and be responsible for the correction of any defects in it regardless of whether or not they were apparent when such certificates were issued.

21.6 The Engineer/Architect shall, within ten (10) days of receipt of an application from the Contractor for a Certificate of Substantial Performance, make an inspection and assessment of the work to verify the validity of the application. The Engineer/Architect shall within seven (7) days of his or her inspection notify the Contractor of his or her approval or disapproval of the application. When the Engineer/Architect finds the Work to be Substantially Performed he or she shall issue such a certificate. The date of this certificate shall be the date of Substantial Performance of the Contract. Immediately following the issuance of the Certificate of Substantial Performance, the Engineer/Architect, in consultation with the Contractor shall establish a reasonable date for the Total Performance of the Contract.

21.7 Following the issuance of the Certificate of Substantial Performance and upon receipt from the Contractor of all documentation called for in the Contract Documents the Engineer/Architect shall issue a certificate for payment of holdback monies. The release of holdback monies authorized by this certificate shall become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics’ Lien Act applicable to the place of building, providing that no lien or privilege claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.

21.8 The Engineer/Architect shall, within ten (10) days of receipt of an application for payment upon Total Performance of the Contract, make an inspection and assessment of the work to verify the validity of the application. The Engineer/Architect shall within seven (7) days of his or her inspection notify the Contractor of his or her approval or disapproval of the application. When the Engineer/Architect finds the Work to be totally performed to his or her satisfaction he or she shall issue a Certificate of Total Performance and certify for payment the remaining monies due to the Contractor under the Contract less any holdback monies which are required to be retained. The
date of this certificate shall be the date of Total Performance of the Contract. The Owner shall, within thirty (30) days of issuance of such certificate, make payment to the Contractor in accordance with the provisions of Article A-4 of the Agreement.

21.9 The release of any remaining holdback monies shall become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building or where such legislation does not exist or apply in accordance with such other legislation, regulations governing privileges, industry practice or such other provisions which may be agreed to between the parties. Provided that no claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontractors, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Total Performance of the Work and for which the Owner might in any way be held responsible, have been paid in full except holdback monies properly retained.

21.10 No certificate for payment, or any payment made thereunder, nor any partial or entire use of occupancy of the Work by the Owner shall constitute an acceptance of any work or products nor in accordance with the Contract Documents.

21.11 The issuance of the Certificate of Total Performance shall constitute a waiver of all claims by the Owner against the Contractor except those previously made in writing and still unsettled, if any, and those arising from the provisions of GC31 - Warranty, or those arising from negligence on the part of the Contractor. The acceptance of the Certificate of Total Performance or of the payment due thereunder shall constitute a waiver of all claims by the Contractor against the Owner except those made in writing prior to his application for payment upon Total Performance of the Contract and still unsettled, if any.

21.12 The holdback to be used by the Engineer/Architect when issuing certificate of payment will be ten (10) percent of the value of the work completed at the date of the Contractor's claim.

21.13 Notwithstanding the provisions of 21.3 or any other provision of this Contract, the Owner may:
(a) in the event of a claim by the owner against the Contractor for damages arising out of the performance or non-performance of the Contract, withhold payment of any amount equal to the alleged damages until the liability of damages is established and no amount of interest will be paid on amounts held under this clause;
(b) set-off amounts owing by the Contractor to the Owner;
(c) following the issuance of the Certificate of Substantial Performance, withhold payment of an amount equal to twice the cost, as estimated by the Engineer/Architect of remedying efficiencies until the issuance of a Certificate of Total Performance and no amount of interest will be paid on amounts held under this clause.

GC22 TAXES AND DUTIES

22.1 Unless otherwise stated in Supplementary General Conditions the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.

22.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement and up to the agreed date of completion shall increase or decrease the Contract Price accordingly. If the owner so desires the Contractor is to co-operate with the Engineer/Architect and Owner and permit access to books and records in order to establish the amount of such taxes involved.

22.3 The Contractor shall maintain full records of the Contractor's estimates of and actual cost to the Contractor of the work together with all proper tender calls, quotations, contracts, correspondence, Invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Owner, the Auditor General for Newfoundland and Labrador or by persons acting on their behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such record.
GC23  LAWS, NOTICES, PERMITS AND FEES

23.1 The laws of the place of building shall govern the work.

23.2 The Contractor shall obtain all permits licenses and certificates and pay all fees required for the performance of the Work which are in force at the date of tender submissions (but this shall not include the obtaining of permanent easements or rights of servitude).

23.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.

23.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Engineer/Architect in writing requesting direction immediately of any such variance or change is observed by him or her.

23.5 If the Contractor fails to notify the Engineer/Architect in writing and obtain his or her direction as required in GC23.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages, attributable to the Contractor's failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

GC24  PATENT FEES

24.1 The Contractor shall pay all royalties and patent license fees required for the performance of the contract and such royalties or fees shall be deemed to have been included in the contract price.

The Contractor shall hold the Owner harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention by the Contractor or anyone for whose acts the Contractor may be liable.

24.2 The Owner shall hold the Contractor harmless against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor by the Owner.

GC25  WORKER'S COMPENSATION

25.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with all requirements of the Province of the place of building with respect to worker's compensation including payments due thereunder.

25.2 At any time during the term of Contract, when requested by the Engineer/Architect, the Contractor shall provide such evidence of compliance by the Contractor and any or all of the Contractor's Subcontractors.

GC26  LIABILITY INSURANCE

26.1 Comprehensive General Liability Insurance
(a) Without restricting the generality of GC17 - Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Comprehensive General Liability insurance acceptable to the Owner and subject to limits set out in detail in the Supplementary General Conditions inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

(b) The insurance shall be in the joint names of the Contractor and the Owner, shall also cover as Unnamed Insureds all Subcontractors and anyone employed directly or indirectly by the Contractor or the Contractor's Subcontractors to perform a part or parts of the Work but excluding suppliers whose only functions is to supply and or transport products to the project site.

(c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner and Engineer/Architect.

(d) The insurance shall preclude subordination claims by the Insurer against anyone insured thereunder.

(e) The Comprehensive General Liability Insurance will not be limited to, but shall include coverage for:

(1) premises and operations liability
(2) products or completed operations liability
(3) blanket contractual liability
(4) cross liability
(5) elevator and hoist liability
(6) contingent employers' liability
(7) personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution, libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry.
(8) shoring, blasting, excavation, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.
(9) liability with respect to non-owned licensed vehicles.

26.2 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of owned licensed vehicles subject to limits set out in detail in the Supplementary General Conditions inclusive.

26.3 Aircraft and Water craft Liability Insurance

The Contractor shall provide and maintain liability insurance with respect to owned and non-owned aircraft and water craft, as may be applicable, subject to limits set out in detail in the Supplementary General Conditions inclusive. Such insurance shall be in the joint names of the Contractor, the Owner, the Engineer/Architect and those parties defined in 26.1(b)(c) where they have an interest in the use and operation of such aircraft or water craft. The insurance shall preclude subordination claims by the Insurer against anyone insured thereunder.

26.4 All liability insurance shall be maintained continuously until twelve (12) months after the date the Engineer/Architect issues a certificate of Substantial performance.

26.5 The Contractor shall provide the Owner with evidence of all liability insurance prior to the commencement of the work and shall promptly provide the Owner with a certified true copy of each insurance policy.

26.6 All liability insurance policies shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsements shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled until 30 days after written notice of such change or cancellation shall have been given to all Named Insureds."

GC27 PROPERTY INSURANCE

27.1 The Contractor shall provide and maintain property insurance, acceptable to the Owner, insuring the full value of the Work in the amount of the Contract Price and the full value as stated of products for incorporation into the Work. The insurance shall be in the joint names of the Contractor, the Owner, the Subcontractors and all others having an insurable interest in the Work. The policies shall include all Subcontractors as Unnamed Insureds or, if they specifically request, as Named Insureds. The Policies shall preclude subordination claims by the Insurer against anyone insured thereunder.
27.2 Such coverage shall be provided for by EITHER an ALL Risks Builder’s Risk Policy OR by a combination of a standard
Builders’ Risk Fire Policy including Extended Coverage and Malicious Damage Endorsements and a Builders’ Risk Difference
in Conditions Policy providing equivalent coverage of Piers, Wharves and Docks Government Structures Policy.

27.3 The policies shall insure against all risks of direct loss or damage subject to the exclusion specified in the Supplementary
General Conditions. Such coverage shall apply to:

(a) all products, labour and supplies of any nature whatsoever, the property of the Insureds or of others for which the
Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of
existing structures, erections and/or fabrication and/or reconstruction and/or repair of the insured project, while on
the site or in transit, subject to the exclusion of the property specified.

(b) the installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or
vessels under vacuum.

(c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessels(s) forming part
of the work.

Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools,
and supplies used in the construction of the work and which are not expendable under the Contract.

27.4 The Contractor shall provide the Owner with evidence of all insurance prior to commencement of the Work and shall
promptly provide the Owner with a certified true copy of each insurance policy.

Policies provided shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations.
Such endorsements shall be in the following form: "It is understood and agreed that the coverage provided by this policy will
not be changed or amended in any way or cancelled until 30 days after written notice of such change or cancellation shall
have been given to all Named Insureds”.

27.5 All such insurance shall be maintained continuously until ten (10) days after the date the Engineer/Architect issues a
certificate to Total Performance. All such insurance shall provide for the Owner to take occupancy of the work or any part
thereof during the terms of this insurance. Any increase in the cost of this insurance arising out of such occupancy shall be
at the Owner’s expense.

27.6 The policies shall provide that, in the event of a loss, payment for damage to the Work shall be made to the Owner and the
Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and the Contractor for
the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the
Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any
sum due under the Contract) the amount at which the Owner’s interest in the restoration work has been appraised, such
amount to be paid as the work of the restoration proceeds and in accordance with the Engineer/Architect’s certificates for
payment.

Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be
entitled to such reasonable extension of time for Substantial and Total Performance of the Work as the Engineer/Architect
may decide.

27.7 The Contractor and/or the Contractor’s Subcontractors as may be applicable shall be responsible for any deductible amounts
under the policies and for providing such additional insurance as may be required to protect the Insureds against loss on
items excluded from the policies.

GC28 PROTECTION OF WORK AND PROPERTY

28.1 The Contractor shall protect the property adjacent to the Project site from damage as the result of his operations under the
Contract.
28.2 The Contractor shall protect the Work and the Owner’s property from damage and shall be responsible for any damage which may arise as the result of the Contractor’s operations under the Contract except damage which occurs as the result of:
(a) errors in the Contract Documents, and/or
(b) acts or omissions by the Owner’s agents, employees or Other Contractors.

28.3 Should any damage occur to the Work and/or property for which the Contractor is responsible the Contractor shall make good such damage at the Contractor’s own expense or pay all costs incurred by others in making good such damage.

28.4 Should any damage occur to the Work and/or Owner’s property for which the Contractors is not responsible as provided in GC17 the Contractor shall make good such damage to the Work, and, if the Owner so directs to the Owner’s property, and the Contract Price and Contract Time shall be adjusted in accordance with GC18 - Changes in the Work.

28.5 The Contractor shall be completely responsible for the safety of the work as it applies to protection of the public and property and the construction of the work.

The Codes that must be followed and enforced for safety are:
(a) The National Building Code, Part B Construction Safety Measures (Latest Edition);
(b) The Workmen’s Compensation Board Accident Prevention Regulations (Latest Edition);
(c) Canadian Code for Construction Safety (Latest Edition) as issued by the Associate Committee of the National Building Code.

28.6 Any person not following stipulated safety regulations shall be dismissed.

GC29 DAMAGES AND MUTUAL RESPONSIBILITY

29.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by that party then that party shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.

29.2 Claims under this GC shall be made in writing to the party liable within reasonable time after the first observance of such damage and not later than the time limits stipulated in GC21-Certificates and Payments, and may be adjusted by agreement or in the manner set out in GC16-Settlement of Disputes and Claims.

29.3 If the Contractor has caused damage to any Other Contractor on the work, the Contractor agrees upon due notice to settle with such Other Contractor by agreement or arbitration, if the other Contractor will so settle. If such Other Contractor sues the Owner on account of any damaged alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor’s expense. If any final order or judgement against the Owner arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

29.4 If the Contractor becomes liable to pay or satisfy any final order, judgement or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgement to any and all courts of competent jurisdiction.

GC30 BONDS

30.1 The Owner shall have the right during the period stated in the tender documents for acceptance of the tender to require the Contractor to provide and maintain in good standing until the fulfillment of the Contract, bonds covering the faithful performance of the Contract including the requirements of the Warranty provided for in GC31-Warranty, and the payment of all obligations arising under the Contract.

30.2 All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact the business of surety-ship in the Province of Newfoundland and Labrador.
30.3 If bonds are called for in the tender documents or supplementary general conditions or instructions to bidders, the costs attributable to providing such bonds shall be included in the tender price.

30.4 Should the Owner require the provision of a bond or bonds by the Contractor other than those provided for under 30.3, the Contract Price shall be increased by all costs attributable to providing such bonds.

30.5 The Contractor shall promptly provide the Owner with any bonds that are required.

GC31 WARRANTY

31.1 Without restricting any warranty or guarantee implied or stipulated by law the Contractor shall at the Contractor’s own expense, rectify and make good any defect or fault however caused appearing within a period of one year from the date of Substantial Performance of the Work provided that the Contractor shall not be responsible for any defect or fault resulting from the design of the work.

31.2 The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required under the conditions of 31.1.

31.3 Neither the Engineer/Architect’s final certificate nor payment thereunder shall relieve the Contractor from the Contractor’s responsibility hereunder.

31.4 The Owner and/or the Engineer/Architect shall give the Contractor written notice of observed defects promptly.

GC32 CONTRACTOR’S RESPONSIBILITIES AND CONTROL OF THE WORK

32.1 The Contractor shall have complete control of the Work except as provided in GC15 - Emergencies. The Contractor shall effectively direct and supervise the Work using the Contractor’s best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work under the Contract.

32.2 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate discipline to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

32.3 Notwithstanding the provisions of paragraphs 32.1 and 32.2 above, or any provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include design for temporary structural and other temporary facilities and methods shall be deemed to comprise part of the overall design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that the Contractor is responsible for the execution of the Work.

32.4 The Contractor shall carefully examine the Contract Documents and shall promptly report to the Engineer/Architect any error, inconsistency or omission the Contractor may discover. The Contract shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents.

GC33 SUPERINTENDENCE

33.1 The Contractor shall employ a competent superintend and necessary assistants who shall be in attendance at the Work site at all times while work is being performed.

33.2 The superintendent shall be satisfactory to the Engineer/Architect and shall not be changed except for good reason and only then after consultation with an agreement by the Engineer/Architect.
33.3 The superintendent shall represent the Contractor at the Work site and directions given to the Contractor by the Engineer/Architect shall be held to have been given to the Contractor. Important directions shall be confirmed to the Contractor in writing, other directions will be so confirmed if requested.

GC34 LABOUR AND PRODUCTS

34.1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the proper performance of the Work.

34.2 All products provided shall be new unless otherwise specified in the Contract Documents. Any products which are not specified shall be of a quality best suited to the purpose required and their use subject to the approval of the Engineer/Architect.

34.3 The Contractor shall at times maintain good order and discipline among his employees engaged on the Work and shall not employ on the Work any unfit person nor anyone not skilled in the task assigned to him.

GC35 SUBSURFACE CONDITIONS

35.1 The Contractor shall promptly notify the Engineer/Architect in writing if, in the Contractor's opinion, the subsurface conditions at the Project site differ materially from those indicated in the Contract Documents or as may have been represented to the Contractor by the Owner or Engineer/Architect before the time of tender submission.

35.2 After prompt investigation, should the Engineer/Architect determine that conditions do differ materially, he or she shall issue appropriate instructions for changes in the Work as provided for in GC18 - Changes in Work.

GC36 USE OF PREMISES

36.1 The Contractor shall confine the Contractor's apparatus, the storage of products and the operations of the Contractor's workers to limits indicated by laws, ordinances, permits or by directions of the Engineer/Architect and shall not unreasonably encumber the premises with his products.

36.2 The Contractor shall not load or permit to be loaded any part of the Work with a mass that will endanger its safety.

36.3 The Contractor shall enforce the Engineer/Architect's instructions regarding signs, advertisements, fires and smoking.

36.4 Unless otherwise provided the Contractor shall, at the Contractor's own expense, and without extra cost to the Owner, make suitable provision to accommodate all traffic either pedestrian or vehicular, over or around, the project upon which work is being performed in a manner salutary to the Engineer/Architect.

36.5 The Contractor shall provide and maintain at the Contractor's own expense such fences, barriers, signs, lights and watchmen as may be necessary to prevent avoidable accidents to residents or to the public generally.

GC37 CLEANUP AND FINAL CLEANING OF WORK

37.1 The Contractor shall maintain the work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other Contractor or their employees.

37.2 When the Work is Substantially Performed the Contractor shall remove all of the Contractor's surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. The Contractor shall also remove any waste products and debris and leave the Work clean and suitable for occupancy by the Owner unless otherwise specified.

37.3 When the Work is totally Performed, the Contractor shall remove all of the Contractor's surplus products, tools, construction machinery and equipment. The Contractor shall also remove any waste products and debris, other than that caused by the Owner, other contractors or their employees.

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GC38 CUTTING AND REMEDIAL WORK

38.1 The Contractor shall do all cutting and remedial work that may be required to make the several parts of the Work come together properly.

38.2 The Contractor shall coordinate the schedule for the Work to ensure that this requirement is kept to a minimum.

38.3 Should the Owner or anyone employed by the Contractor be responsible for ill-timed work necessitating cutting and/or remedial work shall be valued as provided in GC19 - Valuation and Certification of Changes in the work and added to the Contract Price.

38.4 Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger any Work.

GC39 INSPECTION OF WORK

39.1 The Owner and the Owner’s authorized representatives shall have access to the Work for inspection whenever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access.

39.2 If special tests, inspections or approvals are required by the Contract Documents, the Engineer/Architect instructions or the laws or ordinances of the place of building the Contractor shall give the Engineer/Architect timely notice requesting inspection. Inspection by the Engineer/Architect shall be made promptly. The Contractor shall arrange inspection by other authorities and shall notify the Engineer/Architect of the date and time.

39.3 If the Contractor covers or permits to be covered any of the Work that is subject to inspection or before any special tests and approvals are completed without the approval of the Engineer/Architect, the Contractor shall uncover the Work, have the inspection satisfactorily completed and make good the Work at the Contractor’s own expense.

39.4 Examination of any questioned work may be ordered by the Engineer/Architect. If such work be found in accordance with the Contract the Owner shall pay the cost of examination and replacement, together with the cost of subsequent verification testing. If such Work be found not in accordance with the Contract through the fault of the Contractor, the Contractor shall pay such cost.

39.5 The Contractor shall furnish promptly to the Engineer/Architect two (2) copies of all certificates and inspection reports relating to the Work.

GC40 REJECTED WORK

40.1 Defective Work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Engineer/Architect as failing to conform to the Contract Documents shall be removed promptly from the premises by the Contractor and replaced and/or executed promptly in accordance with the Contract Documents at the Contractor’s expense.

40.2 Other Contractor’s Work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor’s expense.

40.3 If in the opinion of the Engineer/Architect it is not expedient to correct defective work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Engineer/Architect.

GC41 SHOP DRAWINGS

41.1 The term “shop drawings” means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.
41.2 The Contractor shall arrange for the preparation of clearly identified shop drawings as called for by the Contract Documents or as the Engineer/Architect may reasonably request.

41.3 Prior to Submission to the Engineer/Architect the Contractor shall review all shop drawings. By this review the Contractor represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that the Contractor has checked and coordinated each shop drawing with the requirements of the work and the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date and signature of a responsible person.

41.4 The Contractor shall submit shop drawings to the Engineer/Architect for his or her review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of Other Contractors. If either the Contractor or the Engineer/Architect so requests they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in the form of a reproducible transparency or prints as the Engineer/Architect may direct. At the time of submission the Contractor shall notify the Engineer/Architect in writing of any deviations in the shop drawings from the requirements of the Contract Documents.

41.5 The Engineer/Architect will review and return shop drawings in accordance with any schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The Engineer/Architect's review shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the shop drawings has been approved in writing by the Engineer/Architect.

41.6 The Contractor shall make any changes in shop drawings which the Engineer/Architect may require consistent with the Contract Documents and resubmit unless otherwise directed by the Engineer/Architect. When resubmitting the Contractor shall notify the Engineer/Architect in writing of any revisions other than those requested by the Engineer/Architect.

GC42 SAMPLES

42.1 The Contractor shall submit for the Engineer/Architect's approval such standard manufacturers' samples as the Engineer/Architect may reasonably require. Samples shall be labeled as to origin and intended use in the Work and shall conform to the requirements of the Contract Documents.

42.2 The Contractor shall provide samples of special products, assemblies, or components when so specified. The cost of such samples not specified shall be authorized as an addition to the Contract Price as provided in GC18 - Changes in the Work.

GC43 TESTS AND MIX DESIGNS

43.1 The Contractor shall furnish to the Engineer/Architect test results and mix designs as may be requested. The testing company must first be approved by the Engineer/Architect.

43.2 The cost of test and mix designs beyond those called for in the Contract Documents or beyond those required by laws, ordinances, rules and regulations relating to the work and the preservation of public health, shall be as authorized an addition to the Contract Price as provided in GC18 - Changes in the Work.

GC44 MATERIALS AND SUBSTITUTIONS

44.1 Materials, described and named in the specifications with "or approved equal" clause after the Manufacturer's name, or so described as to establish quality only and substitutions of a similar material may be made after award of the contract provided the Engineer/Architect's approval is obtained.

44.2 Requests for substitutions must be accompanied by sufficient information in the form of shop drawings, manufacturer's literature, samples and other data to permit proper investigation of the substitutes proposed. Also, indicate the increase or decrease in price.

GENERAL CONDITIONS 20
44.3 Whenever a substitute is proposed for approval the Contractor shall guarantee that such proposed substitute will not adversely affect the space requirements allocated on the drawings for the material specified, and the Contractor shall agree to bear any additional expense incurred due to the Contractor's use of the proposed substitute.

44.4 The Engineer/Architect may accept or reject any or all of the proposed substitutions as he or she sees fit, and his or her decision on a question of equality shall be final.

GC45 LABOUR

45.1 In carrying out his duties under this contract, the Contractor should comply with all Provincial and Federal legislation respecting labour and the employment of labour, where applicable, including the labour standards code and shall not operate in conflict with the Human Rights legislation. In the employment of labour, preference should be given to persons normally resident in Newfoundland and Labrador.

45.2 The Contractor and Subcontractors shall maintain and keep available for inspection by the Owner, a record of the names and addresses of all persons employed on the project.

45.3 All work shall be done by workers skilled in their various trades.

45.4 There shall be no discrimination in the selection of workers for employment on the project in respect of race, religious views or political affiliation, and the office of the Canada Manpower will be used in the recruitment of workers where practicable.

45.5 The Contractor shall pay fair wages and shall pay rates of wages and allowances to the various classes of labour not less favorable than those prevailing in the area where the work is being performed.

GC46 PROVINCIAL PREFERENCE POLICY

46.1 Preference will be given to Newfoundland and Labrador Contractors and Subcontractors and to products manufactured, processed or supplied in Newfoundland and Labrador, in accordance with the Provincial Preference Act, associated regulations and guidelines.

GC47 TIME OF ESSENCE

47.1 Time is of the essence of the Contract.
LABOUR AND MATERIAL PAYMENT BOND (TRUSTEE FORM)

Band No: 0607939

Penney Paving Limited, as principal, hereinafter called the Principal, and Travelers Insurance Company of Canada a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto Department of Transportation and Works as Obligee, hereinafter called the Obligee, in the amount of Four Hundred and Fifty Three Thousand, Six Hundred and Thirty (453,630.03) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS the Principal has entered into a written contract with the Obligee, dated August 23, 2013 for Project 58-13PFP Asphalt Repair on R226 Hamilton River Road From Burnside Drive towards the Intersection on R500TLN in accordance with the Contract Documents submitted and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include any part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied toward the purchase price thereof, shall only be a Claimant to the extent of the remaining retail value of such equipment at the time the equipment was used in the performance of the Contract. The prevailing industrial or retail value of equipment shall be determined, as far as it is practical to do so, by the prevailing rates in the equipment marketplace in the week in which the work is taking place.

2. The Principal and the Surety hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution therefor. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimant or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimant, or any of them, who acts such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges, and expenses or liabilities incurred therein and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimant, or any of them may, sue and enforce the provisions of this Bond.

3. It is agreed that the Surety, as Surety, hereby guarantees the performance of the work under this Bond and that such Claimant shall have given written notice as hereinbefore set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3(b) and 3(c) below. Accordingly, no suit or action shall be commenced hereafter by any Claimant:

a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transacting of business by such person or persons in any manner in which legal process may be served in the Province or Territory in which the surety matters of the Contract are located. Such notice shall be given:

i) in respect of any claim for the amount or any portion thereof, required to be paid from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the lien legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the claimant's contract with the Principal;

ii) in respect of any claim other than the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour performed or furnished, the last of the materials for which such claim is made under the Claimant's contract with the Principal;

b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantee provided in the Contract.

c) other than in a Court of competent jurisdiction in the Province or Territory in which the work described in the Contract is to be undertaken, or delivered in the case may be, and not elsewhere, and the parties hereby agree to submit to the jurisdiction of such Court.
4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothecs and privileges of said Claimant.

5. Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.

7. The Surety shall not be liable for a greater sum than the Bond Amount.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated August 26, 2013.

SIGNED and SEALED
in the presence of:

[Signature]

Name of Person Signing

Travelers Insurance Company of Canada

[Signature]

Oliver Eggert, Attorney-in-Fact

Canadian Construction Documents Committee (CCDC 222 2002 has been approved by the Surety Association of Canada)
PERFORMANCE BOND

Bond No. 90027839

Penney Paving Limited as Principal, hereafter called the Principal, and Travelers Insurance Company of Canada, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories in Canada as Surety, hereafter called the Surety, are held and jointly bound unto Department of Transportation and Works as Obligee, hereinafter called the Obligee, in the amount of Four Hundred and Fifty Three Thousand, Six Hundred and Thirty---03/100 Dollars ($453,630.03) the lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated August 23, 2013 for Project 50-13PIR Asphalt Repairs on R530 Hamilton River Road from Burnside Drive towards the Intersection on R50071.1 hereinafter referred to as the Contract.

The conditions of this obligation are such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Surety to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly:

1) notify the default or,
2) complete the Contract in accordance with its terms and conditions or,
3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default or a succession of defaults, under the Contract or contracts of completion, arranged under the paragraph) sufficient funds to pay the Principal's obligations in accordance with the terms and conditions of the contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract.

The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or

4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the law legislation when the work under the Contract is taking place or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared to be in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond to or in the use of, any person or corporation other than the Obligee named herein, in the hands, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond dated August 26, 2013.

[Signatures]

Penney Paving Limited

Travelers Insurance Company of Canada

Canadian Construction Documents Committee

CCDC 221 - 2002 has been approved by the Surety Association of Canada.

Copyright 2002

Paul Ferguson, Member, Insurance Company and Travelers Insurance Company of Canada and the Canadian Licensed Insurers known as Travelers Canada.
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

TENDER/CONTRACT TITLE: CARPENTRY SERVICES, 2013 - 2015
SERVICE CONTRACT NO: CARP15206
TENDER CLOSING DATE & TIME: Fri. Oct. 25, 2013 @ 3:00PM

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER: Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.
REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR NAME: Johnsons Sandblasting & Painting
CONTRACTOR'S ADDRESS: P.O. Box 119
Glenwood NL
POSTAL CODE: A0G 2K0
TELE: 709-679-3152 FAX: 709-679-3152
EMAIL: johnsonsandblasting@hotmail.ca

Rev Jan08.04 TENDER/CONTRACT FORM p. 1 of 4
1. TENDER CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders, Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: None

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor

SIGNATURE OF TENDERER:

Sole Proprietorship

Johnson's Sandblasting & Painting

Company Name

P.O. Box 119 Glenwood, NJ 07020

Company Address

Signing Officer

Signing Officer

Title: Owner/Operator

Date: Oct 29/2013

Corporate Seal

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED

Confirmed on behalf of the Owner

Signature

Title: Manager

Witnessed By

Date: 2013/11/18
## Appendix A - TENDER PRICE TABLE

### CARP15206 - Carpentry Services

### SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.03</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.04</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.05</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td></td>
<td></td>
<td>SubTotal Lump Sum Price per Contract (Sum lines 1.01 to 1.10) N/A</td>
</tr>
</tbody>
</table>

### SECTION 2 Unit Price Component

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01 Rate for Qualified Tradesperson, Carpentry</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.02 N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.03 SubTotal Unit Price (Sum of Lines 2.01-2.02)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Estimate only for evaluation purposes. Payment will be based on actual hours authorized and worked.

### SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01 Lump Sum Price Component (Insert Total from Section 1)</td>
<td></td>
</tr>
<tr>
<td>3.02 Unit Price Component (Insert Total from Section 2)</td>
<td></td>
</tr>
<tr>
<td>3.03 SubTotal (Sum lines 3.01-3.02)</td>
<td></td>
</tr>
<tr>
<td>3.04 Harmonized Sale Tax (HST) (Multiply Line 3.03 by 13%)</td>
<td></td>
</tr>
<tr>
<td>3.05 Total Tender Amount (Sum lines 3.03-3.04)</td>
<td>$ 28.53</td>
</tr>
</tbody>
</table>

Refer to the Supplementary Instructions to Bidders for completion of this form.

---

Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)
NEWFOUNDLAND AND
LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

TENDER/CONTRACT TITLE: SNOW SHOVELLING – AVALON REGION

SERVICE CONTRACT NO: SNSH14102

TENDER CLOSING DATE & TIME: October 23, 2013 @ 3:00PM

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER: Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR NAME: Kelloway Investments Ltd.

CONTRACTOR'S ADDRESS:
34 Blackmarsh Road
St. John's, NL

POSTAL CODE: A1E 1S3

TELE: 722-8930 FAX: 576-5780

EMAIL: KellowayInvestmentsLtd@live.ca
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders, Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: **None**

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor

SIGNATURE OF TENDERER:

Kellaway Investments Ltd.
Company Name

34 Blackmarsh Road
Company Address

St. John's, NL A1E 1S3

Signing Officer

Title Director

Section 30(1)

Date Seal

October 13, 2013

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the Owner

Signature

Manager

Title

Witnessed By

Date

2013/11/08
## SCHEDULE "A1"

### TENDER PRICING (SNSH14102)

#### SECTION A. Separate Tender Breakdown (per building). Lump Sum Price Calculation.

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Rate Per Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 Petten Building, Strawberry Marsh Rd</td>
<td>N/A</td>
</tr>
<tr>
<td>A2 Natural Resources Building, Elizabeth Ave</td>
<td>N/A</td>
</tr>
<tr>
<td>A3 Marine Institute of MUN, Ridge Road</td>
<td>N/A</td>
</tr>
<tr>
<td>A4 Arts &amp; Culture St. John's</td>
<td>N/A</td>
</tr>
<tr>
<td>A5 School for the Deaf, Topsail Rd</td>
<td>N/A</td>
</tr>
<tr>
<td>A6 95 Elizabeth Ave</td>
<td>N/A</td>
</tr>
<tr>
<td>A7</td>
<td>$</td>
</tr>
<tr>
<td>A8</td>
<td>$</td>
</tr>
<tr>
<td>A9</td>
<td>$</td>
</tr>
<tr>
<td>A10</td>
<td>$</td>
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<tr>
<td>A11</td>
<td>$</td>
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<tr>
<td>A12</td>
<td>$</td>
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<td>A13</td>
<td>$</td>
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<td>A14</td>
<td>$</td>
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<tr>
<td>A15</td>
<td>$</td>
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<tr>
<td>A16</td>
<td>$</td>
</tr>
<tr>
<td>A17</td>
<td>$</td>
</tr>
<tr>
<td>A18</td>
<td>$</td>
</tr>
<tr>
<td>A19</td>
<td>$</td>
</tr>
<tr>
<td>A20</td>
<td>$</td>
</tr>
</tbody>
</table>

Lump Sum Price (Sum of Lines A1-A20) N/A

#### SECTION B. Unit Price Component Calculation.

<table>
<thead>
<tr>
<th></th>
<th>A. Unit Rate</th>
<th>B. Total Quantity (Estimated)*</th>
<th>C. Total Unit Rate (A x B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unit Price (total from Line B1(9))</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Estimate only for evaluation purposes. Payment will be based on actual hours requested and worked.

#### SECTION C. Total Tendered Price.

<table>
<thead>
<tr>
<th>Pricing Component</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Lump Sum Price Component</td>
<td>N/A</td>
</tr>
<tr>
<td>C2 Unit Price Component</td>
<td></td>
</tr>
<tr>
<td>C3</td>
<td>Subtotal</td>
</tr>
<tr>
<td>C4 Harmonized Sale Tax (13%)</td>
<td></td>
</tr>
<tr>
<td>C5 Total Tendered Price</td>
<td>$24,153.75</td>
</tr>
</tbody>
</table>

#### SECTION D. TOTAL TENDERED PRICE (INSERT FROM LINE C5) $24,153.75
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

TENDER/CONTRACT TITLE: Cleaning Services, Various Government Buildings

SERVICE CONTRACT NO: CLEA17502

TENDER CLOSING DATE & TIME: 2014 @ 3:00PM

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, Nl., A1B 4J6

OWNER: Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR'S NAME: Wabush Janitorial Services Ltd.

CONTRACTOR'S ADDRESS: PO Box 108
21 Gilbert Street, Wabush NL

POSTAL CODE: A0R 1B0

TELE: 709-282-5346 FAX: 709-282-2613

EMAIL: Wabush_Janitorial@outlook.com
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders. Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: 1 and 2

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor

SIGNATURE OF TENDERER:

Wabush Janitorial Services Ltd.
Company Name

Company Address

Signing Officer

Title Pres./Owner

[Signature]

[Company Logo]

Witnessed by

12, Apr 1, 2014

Date

Section 30(1)

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the Owner

Signature

Title

Witnessed By

Date
### Appendix A - TENDER PRICE TABLE

#### CLEA17502 - Cleaning Services

#### SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 Wabush Public Building</td>
<td></td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>1.02 Wabush Forestry Building</td>
<td></td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>1.03 Royal Newfoundland Constabulary Building, Labrador City</td>
<td></td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>1.04 Arts &amp; Culture Centre, Labrador City</td>
<td></td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>1.05 Water Bomber Trailer, Wabush</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.06 Weigh Scales Building, Wabush</td>
<td></td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>1.07 Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(ii)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11 SubTotal Lump Sum Price per Contract (Sum lines 1.01 to 1.10)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### SECTION 2 Unit Price Component

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01 Snow Clearing Front Entrance</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2.02 Carpet Steam Cleaning</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2.03 SubTotal Unit Price (Sum of Lines 2.01-2.02)</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

*Estimate only for evaluation purposes. Payment will be based on actual hours authorized and worked.

#### SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01 Lump Sum Price Component (Insert Total from Section 1)</td>
<td></td>
</tr>
<tr>
<td>3.02 Unit Price Component (Insert Total from Section 2)</td>
<td></td>
</tr>
<tr>
<td>3.03 SubTotal (Sum lines 3.01 - 3.02)</td>
<td>$224,857.21</td>
</tr>
<tr>
<td>3.04 Harmonized Sale Tax (HST) (Multiply Line 3.03 by 13%)</td>
<td></td>
</tr>
<tr>
<td>3.05 Total Tender Amount (Sum lines 3.03 - 3.04)</td>
<td></td>
</tr>
</tbody>
</table>

Refer to the Supplementary Instructions to Bidders for completion of this form.
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

TENDER/CONTRACT TITLE: CLEANING SERVICES, VARIOUS GOVERNMENT BUILDINGS, AVALON REGION

SERVICE CONTRACT NO: CLEA16

TENDER CLOSING DATE & TIME: May 13, 2014 @ 3:00PM

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER: Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR: Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR NAME: Republic Sanitorial Services

CONTRACTOR'S ADDRESS: 462 Bay Bulls Rd
St. John's, NL

POSTAL CODE: A1G 1C4

TELE: 745-7806 FAX:

EMAIL: jasonmw-nl@hotmail.com

JUN 25 2014
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

The Contract shall remain in force for the period stated in the Supplementary Instructions to Bidders, Duration of Contract, of the Contract Documents and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: ☑

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor

SIGNATURE OF TENDERER:

Republic Sanitation Services
Company Name

[Signature]
Signing Officer

462 Bay Bulls Road
Company Address

[Signature]
Title

[Signature]
Witnessed by

Section 30(1)

[Signature]
Date

May 13th, 2014

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the Owner

[Signature]
Manager

[Signature]
Title

[Signature]
Witnessed By

[Signature]
Date

JUN 25 2014
### Appendix A - TENDER PRICE TABLE

**CLEA1606 - Cleaning Services**

#### SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 Agriculture Building (including Post Mortem and associated outbuildings), St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1.02 Potato (formerly Tree) Nursery, Brookfield Rd., St. John's</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1.03 Motor Vehicle Registration Building, Mount Pearl</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1.04 Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.05</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11 SubTotal Lump Sum Price per Contract (Sum lines 1.01 to 1.10)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### SECTION 2 Unit Price Component

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01 Snow Removal</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2.02 Extra Work</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2.03 SubTotal Unit Price (Sum of Lines 2.01-2.02)</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

*Estimate only for evaluation purposes. Payment will be based on actual work authorized and satisfactorily completed.

#### SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
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</thead>
<tbody>
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<td></td>
</tr>
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<td>3.02 Unit Price Component (Insert Total from Section 2)</td>
<td></td>
</tr>
<tr>
<td>3.03 SubTotal (Sum lines 3.01 – 3.02)</td>
<td></td>
</tr>
<tr>
<td>3.04 Harmonized Sale Tax (HST) (Multiply Line 3.03 by 13%)</td>
<td></td>
</tr>
<tr>
<td>3.05 Total Tender Amount (Sum lines 3.03 – 3.04)</td>
<td>$187,128</td>
</tr>
</tbody>
</table>

Refer to the Supplementary Instructions to Bidders for completion of this form.

APRIL 2014
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION & WORKS

TENDER/CONTRACT TITLE: CLEANING SERVICES, VARIOUS GOVERNMENT BUILDINGS, AVALON REGION

SERVICE CONTRACT NO: CLEA16111

TENDER CLOSING DATE & TIME: May 13, 2014 @ 3:00PM

TENDER ADDRESS:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor-West Wing
Confederation Building East Block
P.O. Box 8700
St. John's, NL
A1B 4J6

OWNER:
Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

REGIONAL DIRECTOR:
Regional Director of the Works Division of Department of Transportation and Works or the authorized representatives in the Region the work is to be performed.

CONTRACTOR NAME: Adams' Carpet Upholstery Cleaning & Scotrun Guarding Ltd.

CONTRACTOR'S ADDRESS: P.O. Box 2

Upper Island Cove, NL

POSTAL CODE: A0A 4E0

TELE: 589-2471 FAX: 

EMAIL: lindoodum3@hotmail.com

JUN 19 2014
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this Contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions, Supplementary General Conditions, the Drawings, if any, Specifications and Addenda for the amounts contained in this Tender/Contract Form.

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1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: 0

3. PAYMENT

Subject to the applicable legislation respecting holdback percentages and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Documents.
4. This Section is to be completed by Contractor

SIGNATURE OF TENDERER:

Adams' Carpet & Upholstery Cleaning +
Scotchguarding Ltd.
Company Name

Linda Adams
Signing Officer

Title Owner/Operator

Adams Carpet & Upholstery Cleaning & Scotchguarding Ltd.
P.O. Box 2
Upper Island Cove, NL
Corporate Box A40 4E0
589-2671 or 683-810

P.O. Box 2
Upper Island Cove, NL
A40 4E0

Linda Adams
Signing Officer

Title Owner/Operator

Section 30(1)

Witnessed by
May 13, 2014
Date

5. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED
Confirmed on behalf of the Owner

Signature

Title

Witnessed By

Date

JUN 1 9 2014
## Appendix A - TENDER PRICE TABLE
### CLEA16111 - Cleaning Services

### SECTION 1 Lump Sum Price Component

<table>
<thead>
<tr>
<th>Building Name and Location</th>
<th>Amount Per Month</th>
<th>No of Months</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01 CNA, Carbonear</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.03 Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.04</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.05</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.06</td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>1.07 Section 27(1)(b), Section 27(1)(c)(i), Section 27(1)(c)(iii)</td>
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<td></td>
<td></td>
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<tr>
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</tr>
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### SECTION 2 Unit Price Component

<table>
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<th>Unit Rate</th>
<th>Quantity (Estimated)*</th>
<th>Amount (Rate x Quant.)</th>
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</thead>
<tbody>
<tr>
<td>2.01 Snow Removal</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2.02 Extra Work</td>
<td>$ N/A</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2.03 SubTotal Unit Price (Sum of Lines 2.01-2.02)</td>
<td></td>
<td></td>
<td>$ 0</td>
</tr>
</tbody>
</table>

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### SECTION 3 Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
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</thead>
<tbody>
<tr>
<td>3.01 Lump Sum Price Component (Insert Total from Section 1)</td>
<td></td>
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<tr>
<td>3.02 Unit Price Component (Insert Total from Section 2)</td>
<td></td>
</tr>
<tr>
<td>3.03 SubTotal (Sum lines 3.01 – 3.02)</td>
<td></td>
</tr>
<tr>
<td>3.04 Harmonized Sale Tax (HST) (Multiply Line 3.03 by 13%)</td>
<td></td>
</tr>
<tr>
<td>3.05 Total Tender Amount (Sum lines 3.03 – 3.04)</td>
<td>$ 92,388.89</td>
</tr>
</tbody>
</table>

Refer to the Supplementary Instructions to Bidders for completion of this form.