COR/2017/04872

October 4, 2017

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/112/2017)

On September 6, 2017, the Department of Transportation and Works received your request for access to the following records:

All documents including telephone calls, faxes, emails and test results for Maintenance 111 Granulars supplied to Tors Cove depot in 2015, 2016 and 2017.

All documents including telephone calls, faxes, emails and test results for Winter Sand supplied to Tors Cove and Renews depots in 2015, 2016 and 2017.

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

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

Subsection 27(2)(b) - The head of a public body shall refuse to disclose to an applicant information in a record other than a cabinet record that would reveal the substance of deliberations of Cabinet.

Subsection 30(1)(a) - The head of a public body may refuse to disclose to an applicant information that is subject to solicitor and client privilege or litigation privilege of a public body.
Subsection 40(1) - The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

As required by 8(2) of the Act, we have severed information that is unable to be disclosed 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.

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

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

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

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please contact me by telephone at (709) 729-5351 or by email at FrankWalsh@gov.nl.ca.
Sincerely,

[Signature]

Frank Walsh
ATIPP Coordinator
Department of Transportation and Works

Enclosures
Cabinet confidences

27. (1) In this section, "cabinet record" means

(a) advice, recommendations or policy considerations submitted or prepared for submission to the Cabinet;

(b) draft legislation or regulations submitted or prepared for submission to the Cabinet;

(c) a memorandum, the purpose of which is to present proposals or recommendations to the Cabinet;

(d) a discussion paper, policy analysis, proposal, advice or briefing material prepared for Cabinet, excluding the sections of these records that are factual or background material;

(e) an agenda, minute or other record of Cabinet recording deliberations or decisions of the Cabinet;

(f) a record used for or which reflects communications or discussions among ministers on matters relating to the making of government decisions or the formulation of government policy;

(g) a record created for or by a minister for the purpose of briefing that minister on a matter for the Cabinet;

(h) a record created during the process of developing or preparing a submission for the Cabinet; and

(i) that portion of a record which contains information about the contents of a record within a class of information referred to in paragraphs (a) to (h).

(2) The head of a public body shall refuse to disclose to an applicant

(a) a cabinet record; or

(b) information in a record other than a cabinet record that would reveal the substance of deliberations of Cabinet.

(3) Notwithstanding subsection (2), the Clerk of the Executive Council may disclose a cabinet record or information that would reveal the substance of deliberations of Cabinet where the Clerk is satisfied that the public interest in the disclosure of the information outweighs the reason for the exception.

(4) Subsections (1) and (2) do not apply to

(a) information in a record that has been in existence for 20 years or more; or

(b) information in a record of a decision made by the Cabinet on an appeal under an Act.
Legal advice

30. (1) The head of a public body may refuse to disclose to an applicant information

   (a) that is subject to solicitor and client privilege or litigation privilege of a public body;
   or

   (b) that would disclose legal opinions provided to a public body by a law officer of the
        Crown.

   (2) The head of a public body shall refuse to disclose to an applicant information that is
        subject to solicitor and client privilege or litigation privilege of a person other than a public
        body.
Disclosure harmful to personal privacy

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including

    (i) personal information that is supplied in support of the application for the benefit, or
(ii) personal information that relates to eligibility for income and employment support under the *Income and Employment Support Act* or to the determination of income or employment support levels; or

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

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

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

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

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

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

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

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

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

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

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

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

(i) it appears with other personal information about the third party, or

(ii) the disclosure of the name itself would reveal personal information about the third party, or

(h) the personal information indicates the third party's racial or ethnic origin or religious or political beliefs or associations.
(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax: 709-729-6729

No sweat, will get them completed immediately

Thanks,

Geoff
Hi Geoff, I don’t have the certificate of insurances for the last award letters that were issued #1 White Hills, #2 Foxtrap, #3 Donovans, #4 Tors Cove, #5 St Josephs, #6 Renews, #7 St Brides, #8 Placentia & #14 Trepassey. Could you please have them filled out and e-mailed over to me as soon as you can.

Thank you

*Stephen Slaney*

Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
email: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax: 709-729-6729
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: 011-17PHM - #1, 9 & 12 - White Hills, Tors Cove & Renews - Supply and Stockpile Winter Sand at various locations in the Avalon Region of the Department of Transportation and Works, NL
Date: Friday, September 08, 2017 9:12:04 AM

From: Slaney, Stephen
Sent: Wednesday, August 09, 2017 9:00 AM
To: Manning, Paula A.; 'bskanes@tractconsulting.com'
Cc: Morris, Christian
Subject: 011-17PHM - #1, 9 & 12 - White Hills, Tors Cove & Renews - Supply and Stockpile Winter Sand at various locations in the Avalon Region of the Department of Transportation and Works, NL

Good morning, please be advised that Clarkes Trucking & Excavating have submitted all their documentation on 011-17PHM - #1, 9 & 12 - White Hills, Tors Cove & Renews - Supply and Stockpile Winter Sand at various locations in the Avalon Region of the Department of Transportation and Works, NL and are good to start.

Thank you

**Stephen Slaney**
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
tel: 709-729-3925
Fax: 709-729-6729
Hi Geoff,

Attached are the Award Letters for the following for Project 15-17 PHM – Winter Salt...

<p>| | |</p>
<table>
<thead>
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<tbody>
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<td>WHITE HILLS</td>
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<td>FOXTRAP</td>
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<td>TORS COVE</td>
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<td>PLACENTIA</td>
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<td>14</td>
<td>TREPASSEY</td>
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</tbody>
</table>

Thanks, Paula

**Paula Manning**  
*Highway Systems Analyst*  
*Department of Transportation and Works*  
*5th Floor, West Block, Confederation Building*  
*PO Box 8700*  
*St. John’s, NL*  
*A1B 4J6*

*email: manningp@gov.nl.ca*  
*Tel: 709.729.5358*  
*Fax: 709.729.6934*
A Harvey & Co Ltd  
60 Water Street  
P.O. Box 5128  
St John’s, NL  
A1C 5V6

Dear Sir:

Re: #015-17PHM - #1 – White Hills - Supply and Delivery of Winter Salt to the  
Department of Transportation and Works Storage Locations and various Municipal  
Storage Locations throughout the Province of Newfoundland and Labrador

I am pleased to inform you that your tender for the above noted project in the amount of  
$319,680.00 (HST excluded) for 3,200 Metric Tonnes has been accepted. You are advised that  
Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.
Sincerely,

Tracy King
Deputy Minister

"Never give safety a day off"

cc: Garry Spencer, Regional Director, Avalon
Barry Fitzgerald, Manager Occupational Health & Safety
Debbie Mercer, Accounts Payable Supervisor
Denise Hanlon, Secretary, Highway Design & Construction
Paula Manring, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: #1 - White Hills - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

PROJECT NO: 015-17PHM AWARD DATE: July 2017 VALUE: $367,632.00

INSURER:

ADDRESS:

BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR: A Harvey & Co Ltd

ADDRESS: 60 Water Street, P.O. Box 5128, St John's, NL A1C 5V6

ADDITIONAL INSURED (Excluding Automobile Liability Policy)

✓ The OWNER: Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works, Dept. of Transportation & Works, P.O. Box 8700, St. John's, NL, A1B 4J6, Attn: Tendering & Contracts
✓ 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 Y/M/D</th>
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<td>2A. BUILDERS’ RISK &quot;BROAD FORM&quot; or 100% Contract Value if Exceeds $25,000</td>
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<td>2B. INSTALLATION FLOATER &quot;BROAD FORM&quot; or</td>
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<td>3. AUTOMOBILE LIABILITY INSURANCE</td>
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<td>4. AIRPORT CONTRACTORS LIABILITY</td>
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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.
Dear Sir:

Re: #015-17PHM - #2 – Foxtrap - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

I am pleased to inform you that your tender for the above noted project in the amount of $719,600.00 (HST excluded) for 7,000 Metric Tonnes has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John's, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.
Sincerely,

Tracy King
Deputy Minister

“Never give safety a day off”

cc: Garry Spencer, Regional Director, Avalon
    Barry Fitzgerald, Manager Occupational Health & Safety
    Debbie Mercer, Accounts Payable Supervisor
    Denise Hanlon, Secretary, Highway Design & Construction
    Paula Manning, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: #2 - Foxtrap - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

PROJECT NO: 015-17PHM  AWARD DATE: July 2017  VALUE: $827,540.00

INSURER:

ADDRESS:

BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR: A Harvey & Co Ltd

ADDRESS: 60 Water Street, P.O. Box 5128, St John’s, NL A1C 5V6

ADDITIONAL INSURED (Excluding Automobile Liability Policy)

- The OWNER: “Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John’s, N.L., A1B 4J6, Attn: Tendering & Contracts
- The Occupant/Operator of the Property:
- The 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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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.
Dear Sir:

Re: #015-17PHM - #3 – Donovans - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

I am pleased to inform you that your tender for the above noted project in the amount of $822,150.00 (HST excluded) for 8,100 Metric Tonnes has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.
Sincerely,

Tracy King
Deputy Minister

“Never give safety a day off”

cc: Garry Spencer, Regional Director, Avalon
    Barry Fitzgerald, Manager Occupational Health & Safety
    Debbie Mercer, Accounts Payable Supervisor
    Denise Hanlon, Secretary, Highway Design & Construction
    Paula Manning, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: #3 - Donovan's Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

PROJECT NO: 015-17PHM AWARD DATE: July, 2017 VALUE: $945,472.50

INSURER:

ADDRESS:

BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR: A Harvey & Co Ltd

ADDRESS: 60 Water Street, P.O. Box 5128, St John's, NL A1C 5V6

ADDITIONAL INSURED (Excluding Automobile Liability Policy)

✓ The OWNER: "Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John’s, NL., A1B 4J6, Attn: Tendering & Contracts

✓ 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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<td>$2,000,000 Minimum</td>
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<td>1.2 WRAP-UP LIABILITY (Including where indicated)</td>
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<td>Not required</td>
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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: [Blank]

Tele.: [Blank]

Email: [Blank]

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.
A Harvey & Co Ltd
60 Water Street
P.O. Box 5128
St John’s, NL
A1C 5V6

Dear Sir:

Re: #015-17PHM - #4 – Tors Cove - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

I am pleased to inform you that your tender for the above noted project in the amount of $120,230.00 (HST excluded) for 1,100 Metric Tonnes has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John's, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.
Sincerely,

Tracy King
Deputy Minister

"Never give safety a day off"

cc: Garry Spencer, Regional Director, Avalon
    Barry Fitzgerald, Manager Occupational Health & Safety
    Debbie Mercer, Accounts Payable Supervisor
    Denise Hanlon, Secretary, Highway Design & Construction
    Paula Manning, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: #4 - Tors Cove - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

PROJECT NO: 015-17PHM	AWARD DATE: July 2017	VALUE: $138,264.50

INSURER:

ADDRESS:

BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR: A Harvey & Co Ltd

ADDRESS: 60 Water Street, P.O. Box 5128, St John's, NL A1C 5V6

ADDITIONAL INSURED (Excluding Automobile Liability Policy)
- The OWNER: "Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John's, NL, A1B 4J6, Attn: Tendering & Contracts
- 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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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]

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.
Dear Sir:

Re: #015-17PHM - #5 – St Joseph’s - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

I am pleased to inform you that your tender for the above noted project in the amount of $215,460.00 (HST excluded) for 2,100 Metric Tonnes has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R10744263).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.
Sincerely,

Tracy King
Deputy Minister

“Never give safety a day off”

cc: Garry Spencer, Regional Director, Avalon
Barry Fitzgerald, Manager Occupational Health & Safety
Debbie Mercer, Accounts Payable Supervisor
Denise Hanlon, Secretary, Highway Design & Construction
Paula Manning, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: #5 – St Joseph’s - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

PROJECT NO: 015-17PHM    AWARD DATE: July 2017    VALUE: $247,779.00

INSURER: 

ADDRESS: 

BROKER: 

ADDRESS: 

INSURED NAME OF CONTRACTOR: A Harvey & Co Ltd

ADDRESS: 60 Water Street, P.O. Box 5128, St John’s, NL A1C 5V6

ADDITIONAL INSURED (Excluding Automobile Liability Policy)

✓ The OWNER: “Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John’s, NL., A1B 4J6, Attn: Tendering & Contracts

✓ 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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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.
Dear Sir:

Re: #015-17PHM - #14 – Trepassey - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

I am pleased to inform you that your tender for the above noted project in the amount of $96,320.00 (HST excluded) for 800 Metric Tonnies has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.
Sincerely,

Tracy King
Deputy Minister

"Never give safety a day off"

cc: Garry Spencer, Regional Director, Avalon
Barry Fitzgerald, Manager Occupational Health & Safety
Debbie Mercer, Accounts Payable Supervisor
Denise Hanlon, Secretary, Highway Design & Construction
Paula Manning, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: #14 – Trepassey - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

PROJECT NO: 015-17PHM
AWARD DATE: July 2017
VALUE: $110,768.00

INSURER:

ADDRESS:

BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR: A Harvey & Co Ltd

ADDRESS: 60 Water Street, P.O. Box 5128, St John's, NL A1C 5V6

ADDITIONAL INSURED (Excluding Automobile Liability Policy)
- The OWNER: "Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John's, NL., A1B 4J6, Attn: Tendering & Contracts
- 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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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.
A Harvey & Co Ltd
60 Water Street
P.O. Box 5128
St John’s, NL
A1C 5V6

Dear Sir:

Re: #015-17PHM - #8 – Placentia - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

I am pleased to inform you that your tender for the above noted project in the amount of $174,250.00 (HST excluded) for 1,700 Metric Tonnes has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.
Sincerely,

Tracy King
Deputy Minister

"Never give safety a day off"

cc: Garry Spencer, Regional Director, Avalon
Barry Fitzgerald, Manager Occupational Health & Safety
Debbie Mercer, Accounts Payable Supervisor
Denise Hanlon, Secretary, Highway Design & Construction
Paula Manning, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: #8 – Placentia - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

PROJECT NO: 015-17PHM  AWARD DATE: July 2017  VALUE: $200,387.50

INSURER:

ADDRESS:

BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR: A Harvey & Co Ltd

ADDRESS: 60 Water Street, P.O. Box 5128, St John’s, NL A1C 5V6

ADDITIONAL INSURED (Excluding Automobile Liability Policy)

The OWNER: “Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John’s, NL., A1B 4J6, Attn: Tendering & Contracts

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 Y/M/D</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) A. BLASTING B. PILE DRIVING OR CAISSON WORK C. REMOVAL OR WEAKENING OF SUPPORT</td>
<td></td>
<td></td>
<td>$2,000,000 Minimum</td>
<td></td>
</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>Not required</td>
<td></td>
<td>100% Contract Value if Exceeds $25,000</td>
<td></td>
</tr>
<tr>
<td>3. AUTOMOBILE LIABILITY INSURANCE</td>
<td></td>
<td></td>
<td>$2,000,000 Minimum</td>
<td></td>
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<tr>
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<td></td>
<td>$5,000,000.00 Minimum</td>
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</tr>
<tr>
<td>5. ENVIRONMENTAL IMPAIRMENT LIABILITY</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. SHIPBUILDER’S or SHIP REPAIRER’S LIABILITY INSURANCE</td>
<td>Not required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. HULL &amp; MACHINERY INSURANCE, and PROTECTION &amp; INDEMNITY Insurance including 4/4th COLLISION LIABILITY</td>
<td>Not required</td>
<td></td>
<td></td>
<td></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 copies of said insurance policies.
Dear Sir:

Re: #015-17PHM - #7 – St Brides - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

I am pleased to inform you that your tender for the above noted project in the amount of $87,120.00 (HST excluded) for 800 Metric Tonnes has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John's, NL  A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.
Sincerely,

Tracy King
Deputy Minister

"Never give safety a day off"

cc: Garry Spencer, Regional Director, Avalon
Barry Fitzgerald, Manager Occupational Health & Safety
Debbie Mercer, Accounts Payable Supervisor
Denise Hanlon, Secretary, Highway Design & Construction
Paula Manning, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: #7 – St Brides - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

PROJECT NO: 015-17PHM AWARD DATE: July 2017 VALUE: $100,188.00

INSURER:

ADDRESS:

BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR: A Harvey & Co Ltd

ADDRESS: 60 Water Street, P.O. Box 5128, St John’s, NL A1C 5V6

ADDITIONAL INSURED (Excluding Automobile Liability Policy)

✓ The OWNER: "Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John’s, N.L., A1B 4J6, Attn: Tendering & Contracts

✓ 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 Y/M/D</th>
<th>LIMITS OF LIABILITY</th>
</tr>
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<tbody>
<tr>
<td>1.1 COMMERCIAL GENERAL LIABILITY or</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 WRAP-UP LIABILITY (Including where indicated)</td>
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<td>$2,000,000 Minimum</td>
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<tr>
<td>A. BLASTING</td>
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<tr>
<td>B. PILE DRIVING OR CAISSON WORK</td>
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<td>C. REMOVAL OR WEAKENING OF SUPPORT</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>2A. BUILDERS' RISK &quot;BROAD FORM&quot; or</td>
<td></td>
<td></td>
<td></td>
<td>100% Contract Value if Exceeds $22,000</td>
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<td>2B. INSTALLATION FLOATER &quot;BROAD FORM&quot; or</td>
<td></td>
<td></td>
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<tr>
<td>2C. Piers, Wharves, &amp; Docks Rider</td>
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</tr>
<tr>
<td>3. AUTOMOBILE LIABILITY INSURANCE</td>
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<td></td>
<td>$2,000,000 Minimum</td>
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<tr>
<td>4. AIRPORT CONTRACTORS LIABILITY</td>
<td></td>
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<td>$5,000,000.00 Minimum</td>
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<tr>
<td>5. ENVIRONMENTAL IMPAIRMENT LIABILITY</td>
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<td>7. HULL &amp; MACHINERY INSURANCE, and PROTECTION &amp; INDEMNITY Insurance including 4/4th COLLISION LIABILITY</td>
<td></td>
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<td></td>
<td></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.
A Harvey & Co Ltd
60 Water Street
P.O. Box 5128
St John’s, NL
A1C 5V6

Dear Sir:

Re: #015-17PHM - #6 – Renews - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

I am pleased to inform you that your tender for the above noted project in the amount of $125,510.00 (HST excluded) for 1,100 Metric Tonnes has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Blck, Confederation Building, St. John’s, NL  A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.
Sincerely,

Tracy King
Deputy Minister

"Never give safety a day off"

cc: Garry Spencer, Regional Director, Avalon
Barry Fitzgerald, Manager Occupational Health & Safety
Debbie Mercer, Accounts Payable Supervisor
Denise Hanlon, Secretary, Highway Design & Construction
Paula Manning, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: #6 – Renews - Supply and Delivery of Winter Salt to the Department of Transportation and Works Storage Locations and various Municipal Storage Locations throughout the Province of Newfoundland and Labrador

PROJECT NO: 015-17PHM  AWARD DATE: July 2017  VALUE: $144,336.50

INSURER:

ADDRESS:

BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR: A Harvey & Co Ltd

ADDRESS: 60 Water Street, P.O. Box 5128, St John's, NL A1C 5V6

ADDITIONAL INSURED (Excluding Automobile Liability Policy)

✓ The OWNER: "Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John's, NL, A1B 4J6, Attn: Tendering & Contracts

✓ The Occupant/Operator of the Property:

Project Consultants of the OWNER (excluding professional liabilities)

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<tr>
<td>A. BLASTING</td>
<td></td>
<td></td>
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<tr>
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<td></td>
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<td></td>
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<td></td>
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<td>4. AIRPORT CONTRACTORS LIABILITY</td>
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SIGNATURE:

Date:

Tele.:

Email:

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Hi,

The PO Number for the Winter Sand for Avalon Region are listed below.
Just a reminder - the PO’s for the MGIII are to completed at the Regional Office...

Paula

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Location</th>
<th>Total Cubic Metres</th>
<th>Unit Price</th>
<th>Low Bidder</th>
<th>Total Cost</th>
<th>PO Number</th>
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<tr>
<td>1</td>
<td>WHITE HILLS</td>
<td>3300</td>
<td>$39.00</td>
<td>Clarke Trucking</td>
<td>$128,700.00</td>
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<tr>
<td>2</td>
<td>ST. JOSEPHS</td>
<td>2200</td>
<td>$29.00</td>
<td>Weirs Construction</td>
<td>$63,800.00</td>
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<tr>
<td>3</td>
<td>PLACENTIA</td>
<td>1300</td>
<td>$17.39</td>
<td>Edward Collins</td>
<td>$22,607.00</td>
<td>217014936</td>
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<tr>
<td>4</td>
<td>WHITBOURNE</td>
<td>1800</td>
<td>$29.00</td>
<td>Weirs Construction</td>
<td>$52,200.00</td>
<td>217014930</td>
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<tr>
<td>5</td>
<td>BAY ROBERTS</td>
<td>4500</td>
<td>$43.48</td>
<td>G &amp; R Trucking</td>
<td>$195,660.00</td>
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<td>HEARTS CONTENT</td>
<td>3000</td>
<td>$44.44</td>
<td>Sparkes Trucking</td>
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<td>7</td>
<td>AVONDALE</td>
<td>2400</td>
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<td>Weirs Construction</td>
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<td>LOWER ISLAND COVE</td>
<td>2500</td>
<td>$55.37</td>
<td>Sparkes Trucking</td>
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<td>9</td>
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<td>MJ Hickey Construction</td>
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<td>12</td>
<td>RENEWS</td>
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<td>26700</td>
<td>$39.34</td>
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<td>$1,050,442.00</td>
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</table>
From: Slaney, Stephen
Sent: Thursday, June 29, 2017 12:09 PM
To: Manning, Paula A.; Spencer, Garry L.
Cc: Skanes, Bill; Morris, Christian
Subject: 009-17PHM - #2 - Tors Cove - Supply & Stockpile MGIII granulars at various locations in the Avalon Region of the Department of Transportation & Works, NL

Please be advised that Harbour Construction have submitted all their documentation on 009-17PHM - #2 - Tors Cove - Supply & Stockpile MGIII granulars at various locations in the Avalon Region of the Department of Transportation & Works, NL and are good to start.

Thank you

**Stephen Slaney**
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
email: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax:709-729-6729
The Tender Results for the Maintenance Grade III for Project 09-17 PHM which closed noon on Friday are attached in PDF for various locations. Could you please advise me prior to Friday, May 26, 2017 if you wish to award all locations and quantities. We did include a 30% increase/decrease condition in the spec if you need to adjust the quantities according to your budget and we can cancel any item in the tender. The completion date is 10 weeks from the date of award letter. Your total costs are included on the bottom of the worksheet. Unit Prices are similar to last year with a slight decrease in average unit price overall.

*We had One Tie Bid and I have requested Tendering and Contracts to contact both Contractors to do a Coin Toss.*

We again have 15% security on these as well as Liquidated Damages of $300.00 per day beyond the completion date.

If you require further information, please call or email.

thanks, Paula

---

*Paula Manning*

*Highway Systems Analyst*

*Department of Transportation and Works*

*5th Floor, West Block, Confederation Building*

*PO Box 8700*

*St. John’s, NL*

*A1B 4J6*

*email: [manningp@gov.nl.ca](mailto:manningp@gov.nl.ca)*

*Tel: 709.729.5358*

*Fax: 709.729.6934*
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>LOCATION</th>
<th>m3</th>
<th>Clifford Cooper</th>
<th>Dawes Concrete</th>
<th>Harbour Construction</th>
<th>Concord Paving</th>
<th>MJ Hickey</th>
<th>Clarkes Trucking</th>
<th>Weirs Const</th>
<th>Farrells Excavating</th>
<th>Low Bid</th>
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<td>$16.00</td>
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<td></td>
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<td>$22.20</td>
<td>$44.00</td>
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<td>$22.20</td>
<td>$22,200.00</td>
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<td>5</td>
<td>BIRCH HILLS</td>
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<td>$23.40</td>
<td>$35.00</td>
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<td>$24.90</td>
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<tr>
<td>7</td>
<td>LOWER ISLAND COVE (FLAMBO HEAD/Hearts Content)</td>
<td>2000</td>
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<td>$29.75</td>
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<td>$187,440.00</td>
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<td>$187,440.00</td>
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</table>
Hi Paula,

Please see the below requested amounts. Please ensure for Lower Island Cove the conditions applied last year are included so we do not get the red material.

1 Foxtrap  1500  
2 Tors Cove  1000  
3 St Joseph’s  500  
4 Springfield Pit  1000  
5 Birch Hills  1000  
6 Whitbourne  1000  
Lower Island Cove  2000  

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
White Hills, Harding Road  
St. John’s, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

To: Regional Directors, Regional Engineers, Superintendents of Operations  
cc: ADM (Transportation)

If you require Maintenance Grade III for the 2017/2018 Fiscal Year, could you please forward a list of your locations and quantities in cubic metres to me prior to Friday, May 5, 2017 so we can get the tenders issued early again this year.

The list should only include MG III that will not be included in Capital Projects.

If you require further information, please call or email.
thanks, Paula

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
5th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

email: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934
From: Slaney, Stephen  
Sent: Wednesday, April 26, 2017 9:54 AM  
To: Morris, Christian  
Cc: Manning, Paula A.; Spencer, Garry L.; Graham Mugford  
Subject: RE: 115-16PHM - #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

Thank you...I’ll get the release started.

Steve

*Stephen Slaney*  
Program Co-Ordinator  
Tendering & Contracts  
Dept.of Transportation & Works  
Ground Floor  
East Block, Confederation Building  
email: stephenslaney@gov.nl.ca  
Tel: 709-729-3925  
Fax:709-729-6729

From: Morris, Christian  
Sent: Wednesday, April 26, 2017 9:52 AM  
To: Slaney, Stephen  
Cc: Manning, Paula A.; Spencer, Garry L.; Graham Mugford  
Subject: Re: 115-16PHM - #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

Yes. All has been received.

Christian Morris  
Superintendent of Operations  
t: (709)-729-6264

On Apr 26, 2017, at 9:46 AM, Slaney, Stephen <StephenSlaney@gov.nl.ca> wrote:

Good morning, could someone please advise if it is ok to release the security on 115-16PHM - #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador for G & R Trucking.
Thank you

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax: 709-729-6729
I was speaking to Mike Power about some sand they delivered for us last month to Renews and Trepassey.

He said they received the PO for Renews, but not for the 150m3 in Trepassey.

He was looking for po number.

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
White Hills, Harding Road
St. John's, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: A Harvey & Co Ltd - Additional 93 tonnes Winter Salt for Tors Cove Required
Date: Friday, September 08, 2017 9:02:37 AM
Attachments: Tors Cove March 29 2017 PO_101_216053608_0_US (2).pdf

From: Manning, Paula A.
Sent: Wednesday, March 29, 2017 2:06 PM
To: jap@aharvey.nf.ca
Cc: Spencer, Garry L.; Morris, Christian
Subject: A Harvey & Co Ltd - Additional 93 tonnes Winter Salt for Tors Cove Required

Jim,

Attached is PO 216053608 for an additional 93 tonnes of Winter Salt for Tors Cove. This should be the last of the orders until next week. We will have to reassess again once the upcoming system passes through. Hopefully we won’t require any additional, but we’ll have to wait and see what the weather brings in April.

Again, we included the quantities in increments of full 31 tonne loads. We would really appreciate it if this could be delivered asap and on or before March 31, 2017

Thanks again, Paula

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
5th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

email: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934
Government of Newfoundland and Labrador
Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL.
A1B 4R4

TO: A HARVEY & COMPANY LIMITED
PO Box 5128
60 Water Street
St John's, NL
A1C 5V6
Canada

BILL TO: Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

Customer No. Supplier No. Ordered / Buyer Revised / Buyer
0031065816 29-MAR-17 Manning, P

F.O.B: DESTINATION Requestor: Requestor:

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY:Mercer, D DATE: 29-MAR-17 TOTAL: $9,662.70

PLEASE NOTE: TO ENSURE TIMELY PAYMENT OF YOUR INVOICE, THE PURCHASE ORDER (PO) NUMBER MUST BE CLEARLY INDICATED ON THE INVOICE OR A COPY OF THE PO INCLUDED WITH THE INVOICE. COPIES OF INVOICES SHOULD NOT BE PROVIDED TO THE DEPARTMENT REQUESTING GOODS/SERVICES. FOR MORE INFORMATION PLEASE VISIT: www.gov.nl.ca/fin/suppliers/invoiceguide.pdf

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<th>Unit Price</th>
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<td>93</td>
<td>103.90</td>
<td>9,662.70</td>
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</table>

***End of Document***
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: Another 93 tonnes (3 truckloads)
Date: Friday, September 08, 2017 9:02:50 AM

From: Manning, Paula A.
Sent: Wednesday, March 29, 2017 11:27 AM
To: Morris, Christian
Cc: Spencer, Garry L.
Subject: RE: Another 93 tonnes (3 truckloads)

OK, will do...

From: Morris, Christian
Sent: Wednesday, March 29, 2017 11:26 AM
To: Manning, Paula A.
Cc: Spencer, Garry L.
Subject: Re: Another 93 tonnes (3 truckloads)

Tors cove. Please.

Christian Morris
Superintendent of Operations

On Mar 29, 2017, at 11:25 AM, Manning, Paula A. <manningp@gov.nl.ca> wrote:

Hi Garry / Christian,
I still have $ for another 93 tonnes or 3 truckloads of Winter Salt – where do you want it delivered?

I have purchase orders completed for the following...
Bay Roberts  620 tonnes
Lower Island Cove  279 tonnes
St. Josephs  310 tonnes
Foxtrap  310 tonnes
Donovans  310 tonnes
Trepassey  186 tonnes
Total  2015 tonnes

Paula

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
5th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

e-mail:  manningp@gov.nl.ca
Tel:  709.729.5358
Fax:  709.729.6934
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: 115-16PHM - #2 & 3 - Trepassey & Renews- Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.
Date: Friday, September 08, 2017 9:16:53 AM

---------------------

From: Slaney, Stephen
Sent: Friday, March 17, 2017 9:18 AM
To: Manning, Paula A.; Spencer, Garry L.; Skanes, Bill; Morris, Christian
Subject: 115-16PHM - #2 & 3 - Trepassey & Renews- Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

Good morning, please be advised that Southern Construction have submitted all their documentation on 115-16PHM - #2 & 3 - Trepassey & Renews- Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador and are good to start.

Thank you

**Stephen Slaney**

Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax:709-729-6729
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: Project Number - Invite Prices for Winter Sand
Date: Friday, September 08, 2017 9:03:08 AM

From: Manning, Paula A.
Sent: Tuesday, March 14, 2017 9:04 AM
To: Morrissey, John
Cc: Slaney, Stephen
Subject: Project Number - Invite Prices for Winter Sand

Hi John,
Could you please assign a Project Number for the following – we have permission from Joe to do a 3 day invite price tender.

**Project No.** INVITE PRICES - Supply & Stockpile Winter Sand in the Avalon Region of the Department of Transportation and Works in the Province of Newfoundland & Labrador.

Close NOON, Friday, March 17, 2017

Thanks,
Paula

---

From: Manning, Paula A.
Sent: Wednesday, February 08, 2017 10:53 AM
To: Spencer, Garry L.
Cc: Morris, Christian
Subject: RE: Permission to Invite Prices - 5 Day Tender Call & $585,000.00 NEEDED ASAP

Ok, thanks

---

From: Spencer, Garry L.
Sent: Wednesday, February 08, 2017 10:53 AM
To: Manning, Paula A.
Subject: Re: Permission to Invite Prices - 5 Day Tender Call & $585,000.00 NEEDED ASAP

I spoke to Joe, he said to go for the sand

Garry

Sent from my BlackBerry 10 smartphone on the Bell network.
Garry,
Could you please obtain ADM Joe Dunford’s permission asap to Invite prices/5 day Tender Call for Winter Sand.
Could you also please remind him about the extra funding needed for Winter Salt for the Avalon and Eastern Regions – we need an additional $585,000.00 ASAP!
(email send on Friday, Feb 3rd)

Winter Sand Tender Quantities:

Tor’s Cove 500 cubic metres
Trepassey 300 cubic metres
Renews 150 cubic metres
St. Josephs 200 cubic metres
Lower Island Cove 200 cubic metres
Total 1350 cubic metres

Estimated Cost for Winter Sand is $60,000.00

If I issue the Tender today, it can close on Monday, Feb 13th.

Thanks, Paula
From: Slaney, Stephen  
Sent: Wednesday, March 08, 2017 11:04 AM  
To: Manning, Paula A.; Spencer, Garry L.; Morris, Christian; Skanes, Bill  
Subject: 115-16PHM - #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

Good morning, please be advised that G & R Trucking have submitted all their documentation on 115-16PHM - #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador and are good to start.

Thank you

Stephen Slaney  
Program Co-Ordinator  
Tendering & Contracts  
Dept.of Transportation & Works  
Ground Floor  
East Block, Confederation Building  
email: stephenslaney@gov.nl.ca  
Tel: 709-729-3925  
Fax:709-729-6729
Hi Paula,

I am not sure if material has already been ordered for Bay Roberts, but based on the cross sections, they would need 650 of salt based on previous years. This would be the most important.

Placentia would be good with 200t if possible.

St. Josephs would be good with 200t if possible.

Lower Island Cove would be good with 100t if possible.

Tors Cove would be good with 100t if possible. (I do not think we had ordered extra for them previously?)

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
White Hills, Harding Road  
St. John's, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca
Thanks, Paula

Paula Manning  
Highway Systems Analyst  
Department of Transportation and Works  
5th Floor, West Block, Confederation Building  
PO Box 8700  
St. John’s, NL  
A1B 4J6

email: manningp@gov.nl.ca  
Tel:  709.729.5358  
Fax:  709.729.6934
Please see attached – Award letter and PO for Winter Sand for Tors Cove...

They have submitted all their documentation and are good to go...

Thanks, Paula

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
5th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

e-mail: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934
February 17, 2017

G & R Trucking Limited
P.O. Box 567
Clarke’s Beach, NL
A0A 1W0

Dear Sir:

Re: #115-16PHM - #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

I am pleased to inform you that your tender for the above noted project in the amount of $14,544.00 (HST excluded) for 300 m³ has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.
In the meantime, please contact our Regional Director, Gary Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

Tracy King
Deputy Minister

cc:  Gary Spencer, Regional Director, Avalon  
Barry Fitzgerald, Manager Occupational Health & Safety  
Debbie Mercer, Accounts Payable Supervisor  
Denise Hanlon, Secretary, Highway Design & Construction  
Paula Manning, Highway Maintenance Analyst, Maintenance & Support
TO:  G & R TRUCKING LIMITED  
    PO Box 567  
    Clarke's Beach, NL  
    A0A 1W0  
    Canada  

AS INDICATED BELOW  

SHIP TO:  AS INDICATED BELOW  
    Canada  

BILL TO:  Department of Finance  
    Corporate Financial Services  
    657 Topsail Road  
    St John's, NL A1E 2E3  
    Canada  

Customer No.  Supplier No.  Ordered / Buyer  Revised / Buyer  
40045859  20-FEB-17 Manning, P  

F.O.B:  DESTINATION  

Requestor:  Morris, Christian J  

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section. 

AUTHORIZED BY:  Mercer, D  
    DATE:  24-FEB-17  
    TOTAL:  $14,544.00  

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<td>300 CUBIC METRE</td>
<td>48.48</td>
<td>14,544.00</td>
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PLEASE NOTE: TO ENSURE TIMELY PAYMENT OF YOUR INVOICE, THE PURCHASE ORDER (PO) NUMBER MUST BE CLEARLY INDICATED ON THE INVOICE OR A COPY OF THE PO INCLUDED WITH THE INVOICE. COPIES OF INVOICES SHOULD NOT BE PROVIDED TO THE DEPARTMENT REQUESTING GOODS/SERVICES. FOR MORE INFORMATION PLEASE VISIT:  www.gov.nl.ca/fin/suppliers/invoiceguide.pdf

***End of Document***
From: Slaney, Stephen  
Sent: Friday, February 24, 2017 10:46 AM  
To: Manning, Paula A.; Spencer, Garry L.; Skanes, Bill; Morris, Christian  
Subject: 115-16PHM - #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

Hi Paula, G & R Trucking have submitted all their documentation on 115-16PHM - #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador and are good to start.

Steve

**Stephen Slaney**

Program Co-Ordinator  
Tendering & Contracts  
Dept.of Transportation & Works  
Ground Floor  
East Block, Confederation Building  
email: stephenslaney@gov.nl.ca  
Tel: 709-729-3925  
Fax:709-729-6729
From: Manning, Paula A.
Sent: Friday, February 24, 2017 10:42 AM
To: Hanlon, Denise; Cose, Leo; Supervisor, Renews; Morris, Christian
Cc: Spencer, Garry L.; Skanes, Bill; Feltham, Paul; Slaney, Stephen
Subject: Additional Winter Sand for Renews - Project 115-16

Please see attached – Award letter and PO for Winter Sand for Renews...
We have also increased the quantity on the PO as per the Public Tender Act.
Total is 425 m³
We have to wait to hear back from Steve Slaney before they can begin – they need to have all documents in place...

Thanks, Paula

Paula Manning  
Highway Systems Analyst  
Department of Transportation and Works  
5th Floor, West Block, Confederation Building  
PO Box 8700  
St. John’s, NL  
A1B 4J6  

email: manningp@gov.nl.ca  
Tel: 709.729.5358  
Fax: 709.729.6934
**Government of Newfoundland and Labrador**

**Government Purchasing Agency**

30 Strawberry Marsh Rd.
St. John's NL.
A1B 4R4

**Purchase Order No.**

216048072

**Revision No.**

0

**Page No.**

1

**SHIP TO:**

SOUTHERN CONSTRUCTION 1981 LTD
PO Box 40
Trepassey, NL
A0A 4B0
Canada

**BILL TO:**

Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

**Customer No.**

0031130610

**Supplier No.**

0031130610

**Ordered / Buyer**

20-FEB-17 Manning, P

**Revised / Buyer**

Morris, Christian J

**F.O.B:**

DESTINATION

**Requestor:**

Manning, P

**Contact:**

Morris, Christian J

**IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.**

**AUTHORIZED BY:**

Mercer, D

**DATE:**

24-FEB-17

**TOTAL:**

$31,790.00

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<td>METRE</td>
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<td>74.80</td>
<td>14,960.00</td>
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<td>increase as per PTA</td>
<td>METRE</td>
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***End of Document***
Southern Construction 1981 Ltd  
P.O. Box 40  
Trepassey, NL  
A0A 4B0

Dear Sir:

Re: #115-16PHM - #3 - Renew - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

I am pleased to inform you that your tender for the above noted project in the amount of $11,200.00 (HST excluded) has been accepted. We are exercising clause SGC 15 subsection I of the specifications thereby increasing the amount of Winter Sand ordered by 75 m³, therefore the revised award is in the amount of $16,830.00 (HST Excluded) for a total amount ordered of 225 m³. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John's, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department's Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.
In the meantime, please contact our Regional Director, Gary Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

Tracy King
Deputy Minister

cc: Gary Spencer, Regional Director, Avalon
Barry Fitzgerald, Manager Occupational Health & Safety
Debbie Mercer, Accounts Payable Supervisor
Denise Hanlon, Secretary, Highway Design & Construction
Paula Manning, Highway Maintenance Analyst, Maintenance & Support
-----Original Message-----
From: Slaney, Stephen
Sent: Friday, February 24, 2017 8:44 AM
To: Manning, Paula A.; Spencer, Garry L.
Subject: FW: Award letter for 115-16PHM #3 Renews

Sorry guys this went out yesterday and I forgot to cc you.

Steve

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax:709-729-6729

-----Original Message-----
From: Slaney, Stephen
Sent: Thursday, February 23, 2017 3:31 PM
To: 'southernconstruction1981@bellaliant.com'
Subject: Award letter for 115-16PHM #3 Renews

Please see attached

Steve

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax:709-729-6729
Southern Construction 1981 Ltd
P.O. Box 40
Trepassey, NL
A0A 4B0

Dear Sir:

Re: #115-16PHM - #3 - Renews - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

I am pleased to inform you that your tender for the above noted project in the amount of $11,200.00 (HST excluded) has been accepted. We are exercising clause SGC 15 subsection I of the specifications thereby increasing the amount of Winter Sand ordered by 75 m$^3$, therefore the revised award is in the amount of $16,830.00 (HST Excluded) for a total amount ordered of 225 m$^3$. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John's, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.
In the meantime, please contact our Regional Director, Gary Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

Tracy King
Deputy Minister

cc: Gary Spencer, Regional Director, Avalon
    Barry Fitzgerald, Manager Occupational Health & Safety
    Debbie Mercer, Accounts Payable Supervisor
    Denise Hanlon, Secretary, Highway Design & Construction
    Paula Manning, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WCRK: #3 - Renews - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

PROJECT NO: 115-16PHM  AWARD DATE: February 17, 2017  VALUE: $19,354.50

INSURER:

ADDRESS:

BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR: Southern Construction 1981 Ltd

ADDRESS: P.O. Box 40, Trepassey, NL A0A 4B0

ADDITIONAL INSURED (Excluding Automobile Liability Policy)

✓ The OWNER: "Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John's, NL., A1B 4J6, Attn: Tendering & Contracts

✓ 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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<td>100% Contract Value if Exceeds $25,000</td>
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<td>$2,000,000 Minimum</td>
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<tr>
<td>4. AIRPORT CONTRACTORS LIABILITY</td>
<td>Not required</td>
<td></td>
<td></td>
<td>$5,000,000.00 Minimum</td>
</tr>
<tr>
<td>5. ENVIRONMENTAL IMPAIRMENT LIABILITY</td>
<td>Not required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. SHIPBUILDER'S or SHIP REPAIRER'S LIABILITY INSURANCE</td>
<td>Not required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. HULL &amp; MACHINERY INSURANCE, and PROTECTION &amp; INDEMNITY Insurance including 4/16th COLLISION LIABILITY</td>
<td>Not required</td>
<td></td>
<td></td>
<td></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.
-----Original Message-----
From: Slaney, Stephen
Sent: Thursday, February 23, 2017 3:27 PM
To: Manning, Paula A.; Spencer, Garry L.
Cc: Manning, Paula A.
Subject: Award letter for 115-16PHM #1 Tors Cove

Please see attached,

Steve

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax: 709-729-6729
Dear Sir:

Re: #115-16PHM - #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

I am pleased to inform you that your tender for the above noted project in the amount of $14,544.00 (HST excluded) for 300 m³ has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John's, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department's Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.
In the meantime, please contact our Regional Director, Gary Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

Tracy King
Deputy Minister

cc: Gary Spencer, Regional Director, Avalon
Barry Fitzgerald, Manager Occupational Health & Safety
Debbie Mercer, Accounts Payable Supervisor
Denise Hanlon, Secretary, Highway Design & Construction
Paula Manning, Highway Maintenance Analyst, Maintenance & Support
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

PROJECT NO: 115-16PHM  AWARD DATE: February 17, 2017  VALUE: $16,725.60

INSURER:  ADDRESS:  BROKER:  ADDRESS:  INSURED NAME OF CONTRACTOR: G & R Trucking Ltd  ADDRESS: P.O. Box 567 Clarke's Beach, NL A0A 1W0  

ADDITIONAL INSURED (Excluding Automobile Liability Policy)
✓ The OWNER: "Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John's, NL., A1B 4J6, Attn: Tendering & Contracts
✓ 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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<tr>
<th>POLICY TYPE</th>
<th>NUMBER</th>
<th>INCEPTION DATE</th>
<th>EXPIRY DATE Y/M/D</th>
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<td></td>
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<td>1.2 WRAP-UP LIABILITY (Including where indicated)</td>
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<td></td>
<td>$2,000,000 Minimum</td>
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<tr>
<td>A. BLASTING</td>
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<tr>
<td>B. PILE DRIVING OR CAISSON WORK</td>
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<td>C. REMOVAL OR WEAKENING OF SUPPORT</td>
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<td>2A. BUILDERS' RISK &quot;BROAD FORM&quot; or</td>
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<td></td>
<td></td>
<td>100% Contract Value if Exceeds $25,000</td>
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<tr>
<td>2B. INSTALLATION FLOATER &quot;BROAD FORM&quot; or</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>2C. PIERS, WHARVES, &amp; DOCKS RIDER</td>
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<tr>
<td>3. AUTOMOBILE LIABILITY INSURANCE</td>
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<td>$2,000,000 Minimum</td>
</tr>
<tr>
<td>4. AIRPORT CONTRACTORS LIABILITY</td>
<td>Not required</td>
<td></td>
<td></td>
<td>$5,000,000.00 Minimum</td>
</tr>
<tr>
<td>5. ENVIRONMENTAL IMPAIRMENT LIABILITY</td>
<td>Not required</td>
<td></td>
<td></td>
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</tr>
<tr>
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<td>Not required</td>
<td></td>
<td></td>
<td></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: Tels.: 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.
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: IMPORTANT - Additional Salt
Date: Friday, September 08, 2017 8:54:49 AM

From: Morris, Christian
Sent: Monday, February 20, 2017 3:31 PM
To: Manning, Paula A.; Spencer, Garry L.
Subject: Re: IMPORTANT - Additional Salt

We will need for Torbay.

Can we split the 1000. 500 at Foxtrap and 500 at Renews.
Thanks.

Christian Morris
Superintendent of Operations.
Department of Transportation- Avalon

From: Manning, Paula A.
Sent: Monday, February 20, 2017 3:29 PM
To: Morris, Christian; Spencer, Garry L.
Subject: IMPORTANT - Additional Salt

Hi Garry / Christian
Can you please confirm that you still require the following? – A Harvey are delivering the last of the salt for Donovans tomorrow and they would like to get started on any other salt to be delivered as well:

400 tonnes Salt @ White Hills
1000 tonnes Salt @ Foxtrap

Wondering about Renews?

I just want to be sure that we don’t need to spend the $ somewhere else right now because it looks like I only have enough $ now for another 1500-1600 tonnes of Salt to go somewhere...

We already issued PO’s for
200 tonnes Bay Roberts on Feb 16th
500 tonnes Bay Roberts on Feb 3rd
400 tonnes Tors Cove on Feb 7th
400 tonnes White Hills on Feb 7th
310 tonnes St. Josephs on January 24th
Thanks, Paula
From: Morisson, Christian  
Sent: Thursday, February 16, 2017 12:14 PM  
To: Skanes, Bill; O'Connell, Chad  
Cc: Manning, Paula A.  
Subject: RE: Renews- Remaining Material

While a crew is in the area, could we get Tors Cove done also?

Thanks

Christian Morisson  
Superintendent of Operations  
Department of Transportation and Works  
White Hills, Harding Road  
St. John's, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorisson@gov.nl.ca

From: Skanes, Bill  
Sent: Thursday, February 16, 2017 11:59 AM  
To: O'Connell, Chad  
Cc: Morisson, Christian; Manning, Paula A.  
Subject: Fw: Renews- Remaining Material

Chad,

Can we get a cross section of the 75/25 material at Renews for Christian

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Manning, Paula A. <manningp@gov.nl.ca>  
Sent: Thursday, February 16, 2017 11:39 AM  
To: Morisson, Christian; Spencer, Garry L.  
Cc: Skanes, Bill  
Subject: RE: Renews- Remaining Material

I just did a tender for Winter Sand at Renews and only 150 m$^3$ of Winter Sand was requested and I can only increase that by 50% - 225 m$^3$ = 405 tonnes. I can do a change order as well to the value of $15,000.00 – another 200 m$^3$.
So I will award 225m$^3$ and I can do a change order (if you need it) for another 200m$^3$ for a total of 425m$^3$ = 765 tonnes.
I will wait til I hear back from you on the change order...

This is expensive sand - $74.80 per cubic metre = $41.56 per tonne

Paula

From: Morris, Christian  
Sent: Thursday, February 16, 2017 11:21 AM  
To: Manning, Paula A.; Spencer, Garry L.  
Cc: Skanes, Bill  
Subject: Renews- Remaining Material

Leo just called me from Renews saying they are down to approx. 300t of 75/25.

Based on previous year usage they would need 1000t of sand and 342t of salt.

I am waiting to get the latest graphs to see what is around, but with this weather, everywhere is taking a beating.

I do not know if anyone from engineering can do a quick cross section to get accurately what’s there.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
White Hills, Harding Road  
St. John's, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca
-----Original Message-----
From: Slaney, Stephen
Sent: Monday, February 13, 2017 1:39 PM
To: Manning, Paula A.
Subject: RATC for 115-16PHM #3 Renews

Please see attached

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
East Block, Confederation Building
email: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax: 709-729-6729
REPORT AFTER PUBLIC TENDER CALL

TENDER #: 10160  
DOCKET #: 10160  
TENDER CLOSING DATE & TIME: 2017/02/13 12:00:00PM

TENDER DESCRIPTION: 115-16PHM - #3 - Renews - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept of Transportation & Works, in the province of Newfoundland & Labrador.

NUMBER OF TENDERS RECEIVED: 2  
NUMBER OF ADDENDUM ISSUED:  
CHAIRMAN: Stephen Slaney  
SECRETARY: Lisa Willar  
CONSULTANT:  

<table>
<thead>
<tr>
<th>NAME AND ADDRESS</th>
<th>Base Bid</th>
<th>HST</th>
<th>Tender Total</th>
<th>Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOUTHERN CONSTRUCTION 1981 LTD, P.O. Box 40, Trepassey, NL, A0A4B0</td>
<td>$11,220.00</td>
<td>$1,683.00</td>
<td>$12,903.00</td>
<td>Bid Security Not Required</td>
</tr>
<tr>
<td>G &amp; R TRUCKING LTD., P.O. Box 567, Clarkes Beach, NL, A0A1W0</td>
<td>$11,241.00</td>
<td>$1,686.15</td>
<td>$12,927.15</td>
<td>Bid Security Not Required</td>
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TRANSPORTATION TENDERS (Only)

PRE-TENDER ESTIMATE OF COST:

<table>
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<tr>
<th></th>
<th>Base Bid</th>
<th>Materials</th>
<th>Other Charges</th>
<th>Engineering</th>
<th>TOTAL COST:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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POST-TENDER ESTIMATE OF COST:

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<th></th>
<th>Base Bid</th>
<th>Materials</th>
<th>Other Charges</th>
<th>Engineering</th>
<th>TOTAL COST:</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ESTIMATED SUBTANTIAL COMPLETION DATE:

DESIGN MANAGER:

CONSTRUCTION MANAGER: Gary Spencer

RECOMMENDED TENDER: AMOUNT Less HST: REVIEWED BY:

TENDER ANALYSIS COMPLETED & RECOMMENDED BY:

CONTRACT AWARD:

(Reviewed By)  
(Date)

REMARKS:

Report Number: 0014  
Date Printed: 2017/02/13
From: Manning, Paula A.
Sent: Wednesday, February 08, 2017 10:56 AM
To: Morrissey, John
Cc: Slaney, Stephen
Subject: Project Number - Invite Prices for Winter Sand
Importance: High

Hi John,

Could you please assign a Project Number for the following

Project No. INVITE PRICES - Supply & Stockpile Winter Sand at 5 locations in the Avalon Region of the Department of Transportation and Works in the Province of Newfoundland & Labrador.

Close NOON, Monday, February 13, 2017

Thanks, Paula

From: Manning, Paula A.
Sent: Wednesday, February 08, 2017 10:53 AM
To: Spencer, Garry L.
Subject: RE: Permission to Invite Prices - 5 Day Tender Call & $585,000.00 NEEDED ASAP

Ok, thanks

From: Spencer, Garry L.
Sent: Wednesday, February 08, 2017 10:53 AM
To: Manning, Paula A.
Subject: Re: Permission to Invite Prices - 5 Day Tender Call & $585,000.00 NEEDED ASAP

I spoke to Joe, he said to go for the sand

Garry

Sent from my BlackBerry 10 smartphone on the Bell network.
Garry,
Could you please obtain ADM Joe Dunford’s permission asap to Invite prices/5 day Tender Call for Winter Sand.
Could you also please remind him about the extra funding needed for Winter Salt for the Avalon and Eastern Regions – we need an additional $585,000.00 ASAP!
(email send on Friday, Feb 3rd)

Winter Sand Tender Quantities:

<table>
<thead>
<tr>
<th>Location</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tor’s Cove</td>
<td>500 cubic metres</td>
</tr>
<tr>
<td>Trepassey</td>
<td>300 cubic metres</td>
</tr>
<tr>
<td>Renews</td>
<td>150 cubic metres</td>
</tr>
<tr>
<td>St. Josephs</td>
<td>200 cubic metres</td>
</tr>
<tr>
<td>Lower Island Cove</td>
<td>200 cubic metres</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1350 cubic metres</strong></td>
</tr>
</tbody>
</table>

Estimated Cost for Winter Sand is $60,000.00

If I issue the Tender today, it can close on Monday, Feb 13th.

Thanks, Paula
Hi Paula,

Ideally we could use 200t for Trepassey, where that is out of the way, not sure what the prices would be like.

If we can get it, Renews could use 200t to ensure we have enough.

St. Josephs is low, we are moving material from St. Brides and Avondale. However if we can get 400t for them it would be a good idea.

LIC is close also and could use 400-500t.

Other depots based on previous years should have just enough, provided Feb and Mar are not harder months then last year.

As you mentioned, to avoid looking for multiple approvals, these are the ones I foresee us having shortage issues with before end of season the way things are going.

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
White Hills, Harding Road
St. John's, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca
Just checking to make sure there is no other area in need of winter sand?
We will tender for 300m3 Winter Sand = 540 tonnes for Tors Cove.
I don’t want for us to have to get permission again next week! 😊
Thanks, Paula

From: Manning, Paula A.
Sent: Wednesday, February 08, 2017 8:08 AM
To: Morris, Christian; Spencer, Garry L.
Subject: RE: Winter Sand @ Tors Cove
Importance: High

OK – Garry, can you please get permission from ADM Joe Dunford to do a 5 day tender call due to the emergency need.
Please email me once you get his permission and I will start the tender...

Thanks, Paula

From: Morris, Christian
Sent: Wednesday, February 08, 2017 7:39 AM
To: Manning, Paula A.; Spencer, Garry L.
Subject: RE: Winter Sand @ Tors Cove

Hi Paula,

I think we will require a tender.

Not sure where we can get extra sand from.

Extra sand at St. Brides and Avondale has been arranged to go to St. Josephs.

Other places are close to the limit based on previous usage.

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
White Hills, Harding Road
St. John's, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca

From: Manning, Paula A.
Sent: Tuesday, February 07, 2017 3:47 PM
To: Morris, Christian; Spencer, Garry L.
Subject: Winter Sand @ Tors Cove
Hi Christian / Garry

I was speaking with [REDACTED] from Clarkes Trucking and unfortunately they are unable to supply an additional Sand to Tors Cove at the price tendered last summer.

Please advise if you require a Tender or if you will truck from other sources?

Thanks, Paula

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
5th Floor, West Block, Confederation Building
PO Box 8700
St. John's, NL
A1B 4J6

e-mail: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934
Jim,

Please see attached PO for the following requirements:

400 tonnes for Tors Cove
400 tonnes for White Hills

I will reply to your earlier email shortly....

Thanks, Paula

**Paula Manning**  
Highway Systems Analyst  
Department of Transportation and Works  
5th Floor, West Block, Confederation Building  
PO Box 8700  
St. John’s, NL  
A1B 4J6

email: manningp@gov.nl.ca  
Tel: 709.729.5358  
Fax: 709.729.6934
Government of Newfoundland and Labrador

Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

Purchase Order No. 216045752  Revision No. 0  Page No. 1

SHIP TO: See Ship To Addresses
As Noted Below
Canada

BILL TO: Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

TO: A HARVEY & COMPANY LIMITED
PO Box 5128
60 Water Street
St John's, NL
A1C 5V6
Canada

Customer No. Supplier No. Ordered / Buyer Revised / Buyer
031065816 0031065816 03-FEB-17 Manning, P

F.O.B: DESTINATION Requestor: Morris, Christian J Contact:

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: Mercer, D DATE: 07-FEB-17 TOTAL: $79,360.00

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<th>Line NO.</th>
<th>Item No./Description</th>
<th>Promised Date</th>
<th>Quantity / UOM</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Tax</th>
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</thead>
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<td>1</td>
<td>Winter Salt - White Hills Additional Required Feb 7 2017</td>
<td>400 TONNE (METRIC)</td>
<td>94.50</td>
<td>37,800.00</td>
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<td>2</td>
<td>Winter Salt - Tors Cove Additional Required Feb 7 2017</td>
<td>400 TONNE (METRIC)</td>
<td>103.90</td>
<td>41,560.00</td>
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<td></td>
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</table>

PLEASE NOTE: TO ENSURE TIMELY PAYMENT OF YOUR INVOICE, THE PURCHASE ORDER (PO) NUMBER MUST BE CLEARLY INDICATED ON THE INVOICE OR A COPY OF THE PO INCLUDED WITH THE INVOICE. COPIES OF INVOICES SHOULD NOT BE PROVIDED TO THE DEPARTMENT REQUESTING GOODS/SERVICES. FOR MORE INFORMATION PLEASE VISIT: www.gov.nl.ca/fin/suppliers/invoiceguide.pdf

***End of Document***
To: Superintendents of Operations  
cc: Regional Directors, ADM (Transportation)

We are all aware that winter is far from being over but we do plan to tender our Salt and Sand Requirements for 2017/2018 in early March for Winter Salt and early April for Winter Sand. Our Salt Contract expired this winter so a new Tender has to be prepared.

Could you please forward your list of locations and quantities of Salt and Sand by email to me prior to Tuesday, February 14, 2017.

Please provide Salt in Tonnes and Sand in Cubic Metres. We can always adjust at Tender Award by 50% of the quantities so we can change your requirements at that time if needed.

thanks, Paula

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
5th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

e-mail: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934
From: Morris, Christian
Sent: Friday, February 03, 2017 2:18 PM
To: Manning, Paula A.; Spencer, Garry L.
Subject: RE: Tors Cove / White Hills

Yes, we can wait until next week.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
White Hills, Harding Road  
St. John’s, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.
Sent: Friday, February 03, 2017 2:08 PM
To: Morris, Christian; Spencer, Garry L.
Subject: Tors Cove / White Hills

Hi,
I assume the Salt for Tors Cove and White Hills can wait until next week?
Could you please advise...

Thanks, Paula
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: Salt for Depots
Date: Friday, September 08, 2017 9:04:36 AM

From: Manning, Paula A.
Sent: Tuesday, January 31, 2017 1:17 PM
To: Morris, Christian
Subject: RE: Salt for Depots

OK, do you have a source for Sand or can you truck from another depot?

From: Morris, Christian
Sent: Tuesday, January 31, 2017 12:23 PM
To: Manning, Paula A.
Subject: RE: Salt for Depots

Tors Cove will need:
400t of salt & 500t of sand

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
White Hills, Harding Road
St. John’s, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca

From: Manning, Paula A.
Sent: Tuesday, January 31, 2017 10:29 AM
To: Morris, Christian
Cc: Spencer, Garry L.
Subject: RE: Salt for Depots
Importance: High

s. 27(2)(b)

Can you please ensure that all depots get back to you by the end of today?
thanks

From: Morris, Christian
Sent: Tuesday, January 31, 2017 7:14 AM
To: Manning, Paula A.
Hi Paula,

I have been getting the supervisors to let me know what material they have left at their depots.

So far I have heard from Lower Island Cove, Bay Roberts, Whitbourne, Renews, Foxtrap, St. Brides, Avondale, St. Josephs, Bell Island, and Torbay.

Based on the amount of material used from this point to the end of the season last year, I feel the following Depots will need some more salt:

- Bay Robert: 700t salt
- Torbay: 800t salt (note we have another community gone over on their allotted amount we will be informing. Bell Island also receives salt from here)
- Foxtrap: 1000t
- St. Josephs: They were low, but I believe yourself and Garry already have material arranged.

I will let you know on the other 5 depots once I hear from them. We seem to be fine for sand.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
White Hills, Harding Road  
St. John’s, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca
Good afternoon, please be advised that Harbour Construction have submitted all their documentation on 026-16PHM - #2 - Tors Cove - Supply & stockpile MGIII granulars at various locations in the Avalon & Central regions of the Department of Transportation & Works, NL and are good to start.

Thank you

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax:709-729-6729
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: 028-16PHM - #9 & 12 - Tors Cove & Renews - Supply & Stockpile Winter Sand at various locations in the Avalon Region of the Department of Transportation & Works, NL
Date: Friday, September 08, 2017 9:04:48 AM

From: Manning, Paula A.
Sent: Friday, June 17, 2016 12:25 PM
To: Morris, Christian; Spencer, Garry L.; Skanes, Bill; Feltham, Paul
Subject: Fw: 028-16PHM - #9 & 12 - Tors Cove & Renews - Supply & Stockpile Winter Sand at various locations in the Avalon Region of the Department of Transportation & Works, NL

From: Slaney, Stephen <StephenSlaney@gov.nl.ca>
Sent: Friday, June 17, 2016 12:09 PM
To: Manning, Paula A.
Subject: 028-16PHM - #9 & 12 - Tors Cove & Renews - Supply & Stockpile Winter Sand at various locations in the Avalon Region of the Department of Transportation & Works, NL

Hi Paula, Clarke’s Trucking have submitted all their documentation on 028-16PHM - #9 & 12 - Tors Cove & Renews - Supply & Stockpile Winter Sand at various locations in the Avalon Region of the Department of Transportation & Works, NL and are good to go. Could you please advise the region.

Thanks

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax: 709-729-6729
From: Manning, Paula A.
Sent: Wednesday, June 15, 2016 11:02 AM
To: Spencer, Garry L.; Harvey, Max; Tapper, Jill; Mercer, Deborah; Hanlon, Denise; Manning, Paula A.; Morrissey, John; Power, Doug
Subject: Award Letter - 028-16PHM #9 Tors Cove

Please see attached.

Thank you,

Lisa Willar
Clerk Typist III
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
East Block, Confederation Building
E-Mail: lisawillar@gov.nl.ca
Tel: (709) 729-7292
Fax: (709) 729-6729
June 8, 2016

Clarke’s Trucking & Excavating Ltd
163 Paradise Rd
Paradise, NL
A1L 2Y1

Dear Sir:

Re: #028-16PHM - #9 – Tors Cove - Supply & Stockpile Winter Sand at various locations in the Avalon Region of the Department of Transportation & Works, NL

I am pleased to inform you that your tender for the above noted project in the amount of $51,800.00 (HST excluded) for 1400 m³ has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John's, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Gary Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

Lori Anne Companion
Deputy Minister

cc: Regional Director
Director OH&S
Accounts Payable Supervisor
Denise Hanlon
Paula Manning
Paula,

We will require the amounts as shown below. Also, similar to last year, for Lower Island Coves order can we have 30% delivered to Hearts Content. I have the amounts decreased in a couple areas due to not all being used.

1 Foxtrap 1500
2 Tors Cove 1000
3 St Joseph’s 500
4 Springfield Pit 1000
5 Birch Hills 1000
6 Whitbourne 1000
Lower Island Cove 2000

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
Confederation Building
6th Floor, West Block
St. John’s, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca

If you require Maintenance Grade III for the 2016/2017 Fiscal Year, could you please forward a list of your locations and quantities in cubic metres to me prior to Friday, April 15, 2016 so we can get the tenders issued early again this year.

The list should only include MG III that will not be included in Capital Projects.
If you require further information, please call or email.

thanks, Paula

Paula Manning  
Highway Systems Analyst  
Department of Transportation and Works  
6th Floor, West Block, Confederation Building  
PO Box 8700  
St. John’s, NL  
A1B 4J6

email: Manningp@gov.nl.ca  
Tel: 709.729.5358  
Fax: 709.729.6934
From: Morris, Christian  
Sent: Wednesday, March 09, 2016 12:10 PM  
To: Slaney, Stephen  
Cc: Spencer, Garry L.; Manning, Paula A.  
Subject: RE: Security releases  

This one is good for release also.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Confederation Building  
6th Floor, West Block  
St. John’s, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Slaney, Stephen  
Sent: Wednesday, March 09, 2016 11:15 AM  
To: Morris, Christian  
Cc: Spencer, Garry L.; Manning, Paula A.  
Subject: FW: Security releases  

Hi Christian, heres one I missed, could you please advise if its ok to release the security on the following:

013-13PHM - #10 - Trepassey - Supply and stockpiling of Winter Sand at various locations in the Avalon Region of the Department of Transportation and Works in the Province of Newfoundland and Labrador

Thanks

Stephen Slaney  
Program Co-Ordinator  
Tendering & Contracts  
Dept.of Transportation & Works  
Ground Floor
Hi Christian, I’m trying to do some housekeeping done here on old outstanding files, can you please advise if the following projects from 2013 are completed and if so can we release any securities. Could you please advise.

070-12PMW - Winter Maintenance Services (Snow and Ice Control) for all components of the Portugal Cove Ferry Terminal and Access Road, Portugal Cove, Newfoundland and Labrador.
004-13PSR - Electrical and Mechanical Maintenance of the Sir Ambrose Shea Lift Bridge, Placentia, NL
009-13PHM - #1 & 7, Foxtrap and Flambro Head, Supply and stockpile MGIII in the Avalon Region
009-13PHM - #3, St Joseph’s, Supply and stockpile MGIII in the Avalon Region
009-13PHM - #4 & 5, Springfield Pit and Birch Hills, Supply and stockpile MGIII in the Avalon Region
#070-13PMC #1- Avondale, Supply of Snow Clearing Equipment, various locations in the Avalon, Central & Western regions
#070-13PMC #2- Whitbourne A, Supply of Snow Clearing Equipment, various locations in the Avalon, Central & Western regions
#070-13PMC #3- Lower Island Cove A (Flambro Head), Supply of Snow Clearing Equipment, various locations in the Avalon, Central & Western regions
#070-13PMC #14- Whitbourne B, Supply of Snow Clearing Equipment, various locations in the Avalon, Central & Western regions
#070-13PMC #15- Lower Island Cove B, Supply of Snow Clearing Equipment, various locations in the Avalon, Central & Western regions
074-13PMW - Snow & Ice Control on approx. 1.0 kms (2.0 lane kms) on Church Rd in Harbour Main (approx .5 road km) and Harbour Drive in Colliers, (approx .5 road km)
104-13PHM #1 - St Joseph’s - EMERGENCY - Supply & stockpile Winter Sand at various locations in the Avalon Region of the Dept of Transportation & Works in the Province of NL & Labrador
104-13PHM #4 - Tors Cove - EMERGENCY - Supply & stockpile Winter Sand at various locations in the Avalon Region of the Dept of Transportation & Works in the Province of NL & Labrador
104-13PHM #6 - St Brides - EMERGENCY - Supply & stockpile Winter Sand at various locations in the Avalon Region of the Dept of Transportation & Works in the Province of NL & Labrador
104-13PHM #7 - Renews - EMERGENCY - Supply & stockpile Winter Sand at various locations in the Avalon Region of the Dept of Transportation & Works in the Province of NL & Labrador
108-13PHM - EMERGENCY - #1 - Placentia - Supply and stockpile Winter Sand at two locations in the Avalon region of the Department of Transportation & Works in the Province of Newfoundland and Labrador
108-13PHM - EMERGENCY - #2 - Whitbourne - Supply and stockpile Winter Sand at two locations in
the Avalon region of the Department of Transportation & Works in the Province of Newfoundland and Labrador

Thanks

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax:709-729-6729
Ken

Samples received from Tors Cove Depot on Thursday. Sieve analysis and crush count completed. Source approval underway. Waiting on combined aggregate Petrographic Analysis result.

Terry
Hi Christian

The 4.75mm plus material in the sample recently provided is 100% crushed. There was not enough material provided to do a source approval on this material so it was not checked. Also the combined gradation of this recent material 50% mixed with the previous samples would be outside the gradation on the 0.075 mm sieve. Say approx. 5.4% versus 6 to 10 % limits of MG3.

How would the material be mixed/combined?

Regards

Ken

Ken Pike, P.Eng.
Manager of Materials Engineering
Transportation and Works
Newfoundland and Labrador
278 Lemarchant Rd.
St. John's NL A1E 1P7
ph: (709) 729-0008
fax: (709) 729-2203
cell: (709) 682-2342

Hi Ken,

Can you tell me if Clarkes did in fact drop off a sample of their class A, and if it was tested if it is 100% crush rock. They are hoping they can mix that with their MG3 to get the required 50% crushed to meet spec.

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
Harding Road - White Hills
St. John's, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
Christian,

After our meeting in Garry's office, we dropped off a sample of our Class A at the Soils Lab on Aug. 19, 2015.

On Aug. 24, 2015 we delivered and stockpiled 450 tonne of Class A to Tors Cove. This was put in a separate stockpile.

I trust this would be suitable.

Regards,

Keith Clarke
Clarke's Trucking and Excavating Limited
163 Paradise Rd., Paradise, NL A1L 2Y1
No, simply delivering some Class A is not suitable.

Once we get the results back from the lab on the Class A to see it is 100% crushed, it is your responsibility to mix it with the MG3 delivered to try and get the right mix to meet our spec. At which time samples will be taken again to see if it meets.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John's, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

Christian,

After our meeting in Garry's office, we dropped off a sample of our Class A at the Soils Lab on Aug. 19, 2015.

On Aug. 24, 2015 we delivered and stockpiled 450 tonne of Class A to Tors Cove. This was put in a separate stockpile.

I trust this would be suitable.

Regards,

Keith Clarke  
Clarke's Trucking and Excavating Limited  
163 Paradise Rd., Paradise, NL A1L 2Y1
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: 014-15PHM #2 Tors Cove Depot - Supply & Stockpile MGIII at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL
Date: Friday, September 08, 2017 9:05:26 AM

From: Manning, Paula A.
Sent: Tuesday, June 30, 2015 6:48 PM
To: Morris, Christian; Spencer, Garry L.; Skanes, Bill
Subject: Fw: 014-15PHM #2 Tors Cove Depot - Supply & Stockpile MGIII at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL

From: Slaney, Stephen <StephenSlaney@gov.nl.ca>
Sent: Tuesday, June 30, 2015 2:20 PM
To: Manning, Paula A.
Subject: 014-15PHM #2 Tors Cove Depot - Supply & Stockpile MGIII at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL

Hi Paula, Clarke’s trucking have submitted all their documentation on 014-15PHM #2 Tors Cove Depot - Supply & Stockpile MGIII at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL and are good to go. Could you please advise the region?

Thanks

**Stephen Slaney**
Manager
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
email: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax: 709-729-6729
Hi Paula, Clarke’s Trucking have submitted all their documentation on 010-15PHM #12 - Renews - Supply & Stockpile Winter Sand at Various Locations in the Avalon Region of the Department of Transportation & Works, NL and are good to go. Could you please advise the region?

Thanks

**Stephen Slaney**
Manager
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
East Block, Confederation Building
email: stephenslaney@gov.nl.ca
Tel: 709-729-3925
Fax: 709-729-6729
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: Award Letter - 014-15PHM #2 Tors Cove Depot
Date: Friday, September 08, 2017 9:05:34 AM
Attachments: Fast B&W scan to a PDF file_3.PDF

From: Manning, Paula A.
Sent: Tuesday, June 23, 2015 2:57 PM
To: Morris, Christian
Subject: FW: Award Letter - 014-15PHM #2 Tors Cove Depot

From: Willar, Lisa
Sent: Wednesday, June 17, 2015 12:21 PM
To: Spencer, Garry L.; Gosse, Gary R.; Tapper, Jill; Mercer, Deborah; Hanlon, Denise; Manning, Paula A.
Subject: Award Letter - 014-15PHM #2 Tors Cove Depot

Please see attached.

Lisa Willar
Clerk Typist III
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
East Block, Confederation Building
E-Mail: lisawillar@gov.nl.ca
Tel: (709) 729-7292
Fax: (709) 729-6729
June 17, 2015

Clarke’s Trucking & Excavating Ltd
163 Paradise Rd
Paradise, NL
A1L 2Y1

Dear Sir:

Re: #014-15PHM #2 – Tors Cove Depot - Supply & Stockpile MGIII at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL

I am pleased to inform you that your tender for the above noted project in the amount of $24,650.00 (HST excluded) for 1,000 m³ has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

[Signature]

Lori Anne Companion
Deputy Minister

cc: Regional Director
    Director OH&S
    Accounts
    Denise Hanlon
    Paula Manning
From: Morris, Christian  
Sent: Thursday, March 26, 2015 7:07 AM  
To: Manning, Paula A.  
Cc: Spencer, Garry L.  
Subject: RE: Maintenance Grade III 2015/16

Paula,

Last year's order was mostly used, therefor we will require a similar amount as shown below. Also, similar to last year, for Lower Island Coves order can we have 30% delivered to Hearts Content. I decreased Springfield pit by 500.

1 Foxtrap 1500  
2 Tors Cove 1000  
3 St Josephs 1500  
4 Springfield Pit 2000  
5 Birch Hills 1000  
6 Whitbourne 1000  
Lower Island Cove 2000

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John's, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.  
Sent: Wednesday, March 25, 2015 8:04 PM  
To: Spencer, Garry L.; Groves, Glen; Waterman, Wade; Matthews, Donald; Randell, Kent; McCarthy, Cyril; Tee, Dion; Edwards, Luke; Ellsworth, Barry W.; Morris, Christian; Payne, Benson; Morris, Chris L.; Skanes, Bill; Bruce, Darryl K.; McGrath, Bruce  
Cc: Gosse, Gary R.; Smith, Clifford G  
Subject: Maintenance Grade III 2015/16

To: Regional Directors, Regional Engineers, Superintendents of Operations  
cc: ADM (Transportation), Director of Highway Design and Construction  

If you require Maintenance Grade III for the 2015/2016 Fiscal year, could you please forward a list of your locations and quantities in cubic metres to me prior to Friday, April 17, 2015 so we can get the tenders issued early again this year.
The list should only include MG III that **will not** be included in Capital Projects.

If you require further information, please call or email.

thanks, Paula

---

**Paula Manning**  
Highway Systems Analyst  
Department of Transportation and Works  
6th Floor, West Block, Confederation Building  
PO Box 8700  
St. John’s, NL  
A1B 4J6

email: manningp@gov.nl.ca  
Tel: 709.729.5358  
Fax: 709.729.6934
Hi Paula,

yes the below salt was delivered. I spoke to each supervisor on this.

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
Harding Road - White Hills
St. John’s, NL A1B 4J6
P.O.Box 21301

t (709)-729-6264
e christianmorris@gov.nl.ca

Hi Christian,
I have been forwarded Invoices from Avalon Coal and A Harvey for Salt for the Avalon Region and I can’t confirm receipt until I receive something from you advising that you did receive it. Would like to get these paid as soon as possible...
Can you confirm the following:

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Supplier</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb 13th</td>
<td>St Josephs</td>
<td>Avalon Coal</td>
<td>500 tonnes</td>
</tr>
<tr>
<td>Feb 17th</td>
<td>Trepasssey</td>
<td>A Harvey</td>
<td>181.4 tonnes</td>
</tr>
<tr>
<td>Feb 13th</td>
<td>Renews</td>
<td>A Harvey</td>
<td>403 tonnes</td>
</tr>
<tr>
<td>Feb 13th</td>
<td>White Hills</td>
<td>A Harvey</td>
<td>496.33 tonnes</td>
</tr>
<tr>
<td>Feb 17th</td>
<td>Tors Cove</td>
<td>A Harvey</td>
<td>401.71 tonnes</td>
</tr>
<tr>
<td>Feb 17th</td>
<td>Placentia</td>
<td>A Harvey</td>
<td>310 tonnes</td>
</tr>
<tr>
<td>Feb 18th</td>
<td>Foxtrap</td>
<td>A Harvey</td>
<td>1000 tonnes</td>
</tr>
</tbody>
</table>
In addition, we will need someone in your Region to include as the Requester for all your Winter Salt for next year (I will need the name before the end of April.) Someone will have to be assigned to these in Oracle.

Thanks, Paula

Paula Manning  
Highway Systems Analyst  
Department of Transportation and Works  
6th Floor, West Block, Confederation Building  
PO Box 8700  
St. John’s, NL  
A1B 4J6  

email: manningp@gov.nl.ca  
Tel:  709.729.5358  
Fax:  709.729.6934
Christian,
Darryl’s number is 368-4085. He said he was starting trucking today but I am not sure when he will be finished so that you can request Bill to arrange for his staff to do the cross section. Bill would need some advance notice...and I know your Unit is anxious to start mixing it.
Thanks, Paula

Hi Darryl,
As we discussed by telephone, attached is the PO for the Winter Sand which closed noon today.
Thanks, Paula

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
6th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

e-mail: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934
Government of Newfoundland and Labrador
Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL.
A1B 4R4

Purchase Order No. 214063698 Revision No. 0 Page No. 1

SHIP TO: AS INDICATED BELOW
Canada

BILL TO: Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

TO: WEIR'S CONSTRUCTION LIMITED
PO Box 14091, Station Manuels
Conception Bay South, NL
A1W 3J1
Canada

TO: WEIR'S CONSTRUCTION LIMITED
PO Box 14091, Station Manuels
Conception Bay South, NL
A1W 3J1
Canada

Bill To: Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

Customer No. Supplier No. Ordered / Buyer Revised / Buyer
0031016629 13-MAR-15 Manning, P

F.O.B: DESTINATION

Requestor: Manning, Paula

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: Mercer, D
DATE: 13-MAR-15 TOTAL: $18,300.00

<table>
<thead>
<tr>
<th>Line NO.</th>
<th>Item No./Description</th>
<th>Promised Date</th>
<th>Quantity / UOM</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Winter Sand -Tors Cove March 13 2015</td>
<td>300 CUBIC METRE</td>
<td>61.00</td>
<td>18,300.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

***End of Document***
-----Original Message-----
From: Morris, Christian
Sent: Monday, March 09, 2015 1:56 PM
To: Manning, Paula A.
Subject: RE: Winter Sand Renews

Paula,

Are we getting 700 cubic meters delivered to st. josephs and 300 to hearts content just want to see if im reading the attachment right.

Is it possible to have half of hearts contents order brought to st. jospehs. The difference in haul time is huge if we have to haul from Hearts content. With the unit nearly out and weather coming Wednesday we are cutting it close.

Christian Morris
Superintendent of Operations
Department of Transportation and Works
Harding Road - White Hills
St. John's, NL  A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca

-----Original Message-----
From: Manning, Paula A.
Sent: Monday, March 09, 2015 12:35 PM
To: Morris, Christian; Spencer, Garry L.
Subject: Winter Sand Renews

Tender closed at noon - no bids on Winter Sand for Renewes. Looks like we will have to truck from another unit. We had an extra 300 metres to be delivered to Hearts Content by G& R this week, I know it's quite a distance, do you have/see any other options?
Government of Newfoundland and Labrador

Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

Purchase Order No. 214061571  Revision No. 0  Page No. 1

**TO:** G & R TRUCKING LIMITED
PO Box 567
Clarke's Beach, NL
A0A 1W0
Canada

**SHIP TO:** AS PER ORIGINAL TENDER
Canada

**BILL TO:** Transportation & Works
P O Box 21301
St John's, NL A1A 5G6
Canada

**IMPORTANCE:** Document valid ONLY if NAME and DATE are present in "Authorized By" section.

**AUTHORIZED BY:** Mercer, D
**DATE:** 03-MAR-15
**TOTAL:** $41,825.40

<table>
<thead>
<tr>
<th>Line NO</th>
<th>Item No./Description</th>
<th>Promised Date</th>
<th>Quantity / UOM</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Winter Sand - St Josephs</td>
<td>390 CUBIC METRE</td>
<td>38.38</td>
<td>14,968.20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* SHIP TO:
  AS INDICATED BELOW
  Canada

<table>
<thead>
<tr>
<th>Line NO</th>
<th>Item No./Description</th>
<th>Promised Date</th>
<th>Quantity / UOM</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Winter Sand - Bay Roberts</td>
<td>310 CUBIC METRE</td>
<td>39.72</td>
<td>12,313.20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
  (deliver to St. Josephs)

<table>
<thead>
<tr>
<th>Line NO</th>
<th>Item No./Description</th>
<th>Promised Date</th>
<th>Quantity / UOM</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Winter Sand - Hearts Content</td>
<td>300 CUBIC METRE</td>
<td>48.48</td>
<td>14,544.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

***End of Document***
From:  Manning, Paula A.
To:  Manning, Paula A.
Subject:  FW: Invite Prices - 400 m3 of Winter Sand for Renews & Corner Brook
Date:  Friday, September 08, 2017 9:41:06 AM

From: Manning, Paula A.
Sent: Friday, March 06, 2015 10:40 AM
To: Morrissey, John
Cc: Slaney, Stephen
Subject: FW: Invite Prices - 400 m3 of Winter Sand for Renews & Corner Brook

John,

Could you please assign a Project Number for the following

**Project No.** INVITE PRICES - Supply & Stockpile Winter Sand at Renews in the Avalon Region and Corner Brook in the Western Region of the Department of Transportation and Works in the Province of Newfoundland & Labrador.

Close NOON, Monday, March 9, 2015

Thanks, Paula

From: Gosse, Gary R.
Sent: Thursday, March 05, 2015 4:07 PM
To: Manning, Paula A.
Subject: RE: Invite Prices - 400 m3 of Winter Sand for Renews

Get quotes

Gary Gosse P.Eng.
Assistant Deputy Minister-Transportation

From: Manning, Paula A.
Sent: Thursday, March 05, 2015 2:08 PM
To: Gosse, Gary R.
Subject: RE: Invite Prices - 400 m3 of Winter Sand for Renews
Importance: High

Also Corner Brook needs more Sand – we’ve already purchased the max allowed. They need another 400 cubic metres.
Thanks, Paula

From: Manning, Paula A.
Sent: Thursday, March 05, 2015 2:07 PM
To: Gosse, Gary R.
Subject: Invite Prices - 400 m3 of Winter Sand for Renews
Importance: High
Gary,
Renews is getting low on sand – can we invite prices with no commitment again? 400 cubic metres...
Thanks, Paula

Paula Manning  
Highway Systems Analyst  
Department of Transportation and Works  
6th Floor, West Block, Confederation Building  
PO Box 8700  
St. John’s, NL  
A1B 4J6

email: manningp@gov.nl.ca  
Tel: 709.729.5358  
Fax: 709.729.6934
200 may not be enough for renew. Last year between now and end of season they used just under 600t.

I heard from St. josephs they should be fine for next couple weeks. Hopefully will have barely enough for them. If we can get even and little would be beneficial, even if we had to transport.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John's, NL  A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

I only tendered for White Hills and Trepassey as we had discussed.  
How much more do they need at Renew? Will 200 cubic metres be enough?  
Is anyone else running low on sand? If I have to do another tender, I would rather include them all in one.  
St Josephs will have plenty of sand (700 cubic metres) by the middle/end of next week, can they wait and truck some from there? It’s 130 km one way, maybe too long of a distance?  
thanks

Did we get any extra for Renew?
Hi Christian,

Lawrence Carey asked me to send this email to you:

We are nearly out of sand again, only 100 Tonne remaining.
We were supposed to get 450 cu m from Southern Construction, whereas we only received 250 cu. M, and Trepassey Depot got 150 cu. M.
That is all Southern Construction had. Have you tendered for more sand, for Renews?
We have lots of salt.

Thanks,

Pam
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: Additional Salt
Date: Friday, September 08, 2017 9:06:16 AM

From: Manning, Paula A.  
Sent: Thursday, February 26, 2015 9:58 AM  
To: 'Jim Peddigrew'  
Cc: Morris, Christian  
Subject: RE: Additional Salt

Perfect – thanks Jim

From: Jim Peddigrew [mailto:jap@aharvey.nf.ca]  
Sent: Thursday, February 26, 2015 9:55 AM  
To: Manning, Paula A.  
Subject: RE: Additional Salt

Paula,

We’ve in fact delivered 496 tonnes. Will arrange to get at least another 500 to them today/tomorrow.

Regards
Jim

From: Manning, Paula A. [mailto:manningp@gov.nl.ca]  
Sent: February-26-15 9:50 AM  
To: Jim Peddigrew  
Cc: Morris, Christian  
Subject: FW: Additional Salt

Jim,

Our White Hills office reports they are out of Salt. They advised they have received 400 of the 1500 tonnes issued on the attached PO to date. Could you please arrange to ship the remainder to them at your earliest convenience.

Thanks, Paula

From: Manning, Paula A.  
Sent: Friday, February 13, 2015 3:57 PM  
To: Jim Peddigrew  
Subject: RE: Additional Salt

Thanks Jim, PO for 1500 tonnes for White Hills is attached...

From: Jim Peddigrew [jap@aharvey.nf.ca]  
Sent: Friday, February 13, 2015 3:18 PM  
To: Manning, Paula A.
Subject: RE: Additional Salt

Paula,

We’ll start Monday morning on the White Hills.

We’ve delivered about 160 tonnes to Renews today.

Regards
Jim

From: Manning, Paula A. [mailto:manningp@gov.nl.ca]
Sent: February-13-15 2:51 PM
To: Jim Peddigrew
Subject: RE: Additional Salt

Thanks Jim, PO is attached. We are also getting low in White Hills, not sure if you have someone to deliver over the weekend, if not, maybe Monday? We need 1500 tonnes, I will send the PO for that to you shortly as well.
Thanks, Paula

From: Jim Peddigrew [mailto:jap@aharvey.nf.ca]
Sent: Friday, February 13, 2015 10:05 AM
To: Manning, Paula A.
Subject: RE: Additional Salt

Paula,

One load on the way.

Jim

From: Jim Peddigrew
Sent: February-13-15 9:54 AM
To: 'Manning, Paula A.'
Subject: RE: Additional Salt

Paula,

Unable to get any semi-dumps today however, we have a couple of tandems coming in and will be able to get some salt to Renews today.
Please give me a call.

Jim

From: Manning, Paula A. [mailto:manningp@gov.nl.ca]
Sent: February-13-15 9:05 AM
To: Jim Peddigrew
Subject: RE: Additional Salt
thanks Jim

From: Jim Peddigrew [mailto: jap@aharvey.nf.ca]
Sent: Friday, February 13, 2015 9:02 AM
To: Manning, Paula A.
Subject: RE: Additional Salt

Paula,

I’ll see what I can arrange and get back to you.

Jim

From: Manning, Paula A. [mailto: manningp@gov.nl.ca]
Sent: February-12-15 8:58 PM
To: Jim Peddigrew
Subject: RE: Additional Salt
Importance: High

Jim,
It looks like our Renews Unit is getting quite low in salt. Just wondering if you could arrange some deliveries to them as soon as possible ~ 400t would be great. (403 tonnes would be 13 loads)
We are looking at getting salt for other units as well as indicated below (my email of Feb 4th ).
I will get the PO for Renews completed tomorrow. I’m still waiting on funding for the remainder but should have it soon.

If you could get back to me soon on an estimated delivery date for Renews, it would be great.
Thanks and if you require additional information, please call or email.

Paula

From: Jim Peddigrew [mailto: jap@aharvey.nf.ca]
Sent: Thursday, February 05, 2015 10:54 AM
To: Manning, Paula A.
Subject: RE: Additional Salt

Paula,

Tors Cove and Renews price will stay the same. Placentia will be $ 127.00 per tonne delivered.

Jim

From: Manning, Paula A. [mailto: manningp@gov.nl.ca]
Sent: February-04-15 11:09 AM
To: Jim Peddigrew
Subject: Additional Salt
Importance: High

Jim,
Looks like we will be purchasing Additional Salt. The figures below are tentative. I am waiting on funding approval. I assume Tors Cove and Renews prices will remain the same as the Original Tender Price?
Could you give me a price for delivery of 310 Tonnes to Placentia Depot? I will adjust the quantities to 31 tonne loads.

thanks, Paula

<table>
<thead>
<tr>
<th>Location</th>
<th>Salt (Tonnes) Now Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foxtrap</td>
<td>3,000</td>
</tr>
<tr>
<td>Donovans</td>
<td>3,500</td>
</tr>
<tr>
<td>White Hills</td>
<td>1,500</td>
</tr>
<tr>
<td>Tors Cove</td>
<td>400</td>
</tr>
<tr>
<td>Renews</td>
<td>400</td>
</tr>
<tr>
<td>Placentia (add'l trucking charges)</td>
<td>300</td>
</tr>
<tr>
<td>Total A Harvey and Company Ltd</td>
<td>9,100</td>
</tr>
</tbody>
</table>

**Paula Manning**
Highway Systems Analyst  
Department of Transportation and Works  
6th Floor, West Block, Confederation Building  
PO Box 8700  
St. John’s, NL  
A1B 4J6

gov.nl.ca
Tel: 709.729.5358  
Fax: 709.729.6934

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error, please delete it immediately and notify the sender.”

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From: Manning, Paula A.  
To: Manning, Paula A.  
Subject: FW: Winter Sand??  
Date: Friday, September 08, 2017 8:58:15 AM

From: Morris, Christian  
Sent: Tuesday, February 24, 2015 9:26 AM  
To: Manning, Paula A.; Spencer, Garry L.  
Subject: RE: Winter Sand??

From the graphs and depots I have spoken to, they think they will have just enough. Did we get any more for Trepassey besides the 426 we were sharing. If not maybe some to share between Trepassey and St. Josephs would be warranted.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John's, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.  
Sent: Monday, February 23, 2015 9:19 AM  
To: Morris, Christian; Spencer, Garry L.  
Subject: RE: Winter Sand??  
Importance: High

Christian,  
Can you send me a list of locations and quantities of where Winter Sand is Required to get us through this winter.  
I will be asking Gary Gosse for permission to Invite Prices and I would like to do them all on the one tender.  
So far I have:  

White Hills:  500 cubic metres  

Thanks, Paula

From: Morris, Christian  
Sent: Friday, February 20, 2015 2:12 PM  
To: Manning, Paula A.; Spencer, Garry L.  
Subject: RE: Winter Sand??

We will need 1000-1500t of sand at white hills Paula . : )
Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John's, NL  A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.  
Sent: Friday, February 20, 2015 1:42 PM  
To: Morris, Christian; Spencer, Garry L.  
Subject: RE: Winter Sand??

1500 tonnes

From: Morris, Christian  
Sent: Friday, February 20, 2015 1:40 PM  
To: Manning, Paula A.; Spencer, Garry L.  
Subject: RE: Winter Sand??

Let me check with the depot to see what is left there. How much salt were we getting for there again?

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
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t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.  
Sent: Friday, February 20, 2015 1:38 PM  
To: Morris, Christian; Spencer, Garry L.  
Subject: RE: Winter Sand??

Do you need the 375 for White Hills?

From: Morris, Christian  
Sent: Friday, February 20, 2015 1:37 PM  
To: Manning, Paula A.; Spencer, Garry L.  
Subject: RE: Winter Sand??

I believe we will need some at renew and Trepassey, as there was only 426 there when it was cross sectioned to share between them, so we said 300 to renew and 126 to Trepassey. I will have to check with other units to confirm.

Thanks
From: Manning, Paula A.
Sent: Friday, February 20, 2015 11:22 AM
To: Morris, Christian; Spencer, Garry L.
Subject: Winter Sand??

Just speaking with Darryl from Weirs and they have ~2500 tonnes of sand available (1400 m3)
We can purchase 375 cubic metres for White Hills ($15,000.00 worth) without having to go to tender.
Will you need Sand anywhere else? If so, we can do a quick tender (Invite Prices) early next week.
Please advise...
thanks

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
6th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

e-mail: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934
Hi Darryl
As we discussed by telephone, attached is the PO for 365 cubic metres of winter sand to be delivered to Tors Cove.
Please contact Christian Morris at 729-6264 or email christianmorris@gov.nl.ca to arrange for delivery and cross sections.
Thanks, Paula
**To:** WEIR'S CONSTRUCTION LIMITED  
PO Box 14091, Station Manuels  
Conception Bay South, NL  
A1W 3J1  
Canada

**Bill To:** Transportation & Works  
P O Box 21301  
St John's, NL A1A 5G6  
Canada

---

**Customer No.** 0031016629  
**Supplier No.**  
**Ordered / Buyer** 17-FEB-15 Manning, P  
**Revised / Buyer**  
**F.O.B:** DESTINATION  
**Requestor:** Manning, Paula  
**Contact:**  

**IMPORTANT:** Document valid ONLY if NAME and DATE are present in "Authorized By" section.

**AUTHORIZED BY:** Adams, M  
**DATE:** 17-FEB-15  
**TOTAL:** $14,965.00

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<th>Line NO</th>
<th>Item No./Description</th>
<th>Promised Date</th>
<th>Quantity / UOM</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Tax</th>
</tr>
</thead>
</table>
| 1       | Winter Sand - Tors Cove  
(Additional Sand - Feb 18 2015) | 365 CUBIC METRE | 41.00 | 14,965.00 |

***End of Document***
From: Manning, Paula A.
Sent: Tuesday, February 17, 2015 2:40 PM
To: jap@aharvey.nf.ca
Cc: Morris, Christian; Spencer, Garry L.
Subject: PO for Additional Salt @ Trepassey and Tors Cove

Jim,

Please see attached – PO for additional salt for Trepassey and Tors Cove

Thanks, Paula

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
6th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

email: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934
Government of Newfoundland and Labrador  
Government Purchasing Agency  
30 Strawberry Marsh Rd.  
St. John's NL  
A1B 4R4

TO:  
A HARVEY & COMPANY LIMITED  
PO Box 5128  
60 Water Street  
St John's, NL  
A1C 5V6  
Canada

BILL TO:  
Transportation & Works  
Highway Maint Division  
Conf Bldg, West Block, P O Box 8700  
St John's, NL A1B 4J6  
Canada

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<th>Customer No.</th>
<th>Supplier No.</th>
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<td>0031065816</td>
<td>16-FEB-15 Manning, P</td>
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F.O.B:  
DESTINATION  
Requestor:  
Manning, Paula

Contact:  

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY:  
Adams, M  
DATE:  
17-FEB-15  
TOTAL:  
$63,243.10

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<th>Quantity / UOM</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Tax</th>
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</thead>
<tbody>
<tr>
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<td>Salt - Trepassey (additional Salt Feb 17 2015)</td>
<td>186</td>
<td>TONNE (METRIC)</td>
<td>114.90</td>
<td>21,371.40</td>
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<tr>
<td>2</td>
<td>Salt - Tors Cove ((additional Salt Feb 17 2015))</td>
<td>403</td>
<td>TONNE (METRIC)</td>
<td>103.90</td>
<td>41,871.70</td>
<td></td>
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</tbody>
</table>

***End of Document***
1000 tonnes (555m3) exceeds $15,000.00 which is all we can increase by contract.
I will check with Weirs to see if they can supply 365 m3 @ 41.00 = $14965.00
We could then tender for the remainder.
Will let you know what Weirs say...

Yes 1000t of sand should be good.

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
Harding Road - White Hills
St. John's, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca

How much sand do you need? Is 550 m3 (1000 tonnes) about right?

Tors Cove is now getting low on both salt and sand. We had request 400t of salt for them, but of course now need sand to go with it.
From: Morris, Christian  
Sent: Monday, February 16, 2015 10:58 AM  
To: Manning, Paula A.  
Subject: RE: Please call me 7295358

Semi is being used today, We could have the semi start tomorrow morning hauling with the operator who uses it normally, and Leo use the flyers he has starting today.

From: Manning, Paula A.  
Sent: Monday, February 16, 2015 10:48 AM  
To: Morris, Christian  
Subject: RE: Please call me 7295358

Leo just called again – he seems to think they can haul the sand from Southern Construction no problem if they had the semi dump from Bay Roberts. That is all they would need, they have their own driver, etc...
It would incur some overtime but probably still be much cheaper in the end than having to invite prices...
Southern doesn’t have any of their equipment insured or licenced so it would take sometime to get that done.
The other alternative would be to hire from standing offer to truck?

From: Manning, Paula A.  
Sent: Monday, February 16, 2015 10:05 AM  
To: Morris, Christian  
Subject: Please call me 7295358
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: Emergency Winter Sand @ Renews and Trepassey
Date: Friday, September 08, 2017 9:41:20 AM
Importance: High

From: Manning, Paula A.
Sent: Tuesday, February 17, 2015 9:22 AM
To: Slaney, Stephen
Subject: FW: Emergency Winter Sand @ Renews and Trepassey
Importance: High

From: Manning, Paula A.
Sent: Tuesday, February 17, 2015 9:10 AM
To: Jones, David
Cc: Gosse, Gary R.; Skanes, Bill
Subject: Emergency Winter Sand @ Renews and Trepassey
Importance: High

David,

Thanks, Paula
Paula Manning
Highway Systems Analyst
Department of Transportation and Works
6th Floor, West Block, Confederation Building
PO Box 8700
St. John's, NL
A1B 4J6

email: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: Southern Construction
Date: Friday, September 08, 2017 9:41:33 AM

From: Manning, Paula A.
Sent: Tuesday, February 17, 2015 7:55 AM
To: Slaney, Stephen
Subject: Southern Construction

Hi Steve,

Can you check to see if Southern Construction still has valid insurances etc on file. They were the successful bidder on 28-14PHM #12 Renews Winter Sand. We need to purchase additional sand from them...

Thanks, Paula

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
6th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

email: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934
I have now just herd from Trepassey that they are getting low on material. Base on previous usage, they would require 200t salt and 600t of sand to make it to end of season. Will be checking with all units now that we are past this latest large storm system.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John’s, NL  A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

Southern Construction has 500-600 cubic metres but can’t deliver at the price last year $56.00 but we can get it for that price if we arrange to pick it up ourselves. I assume we would need cross sections done and we would purchase all of it?  
In order for us to pay extra, we will have to do a tender and invite prices...  
Let me know what you decide...

Paula
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: Salt @ Renews and White Hills
Date: Friday, September 08, 2017 8:59:06 AM

From: Morris, Christian
Sent: Monday, February 16, 2015 9:00 AM
To: Manning, Paula A.
Subject: RE: Salt @ Renews and White Hills

As a fyi Renews said southern construction has sand.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John’s, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.
Sent: Friday, February 13, 2015 3:59 PM
To: Morris, Christian; Spencer, Garry L.
Subject: Salt @ Renews and White Hills

160 tonnes Salt delivered to Renews today - they will start White Hills on Monday. 1500 tonnes reserved for White Hills.  
Will have more info about the possibility of Winter Sand for Renews early next week.
From: Morris, Christian  
Sent: Friday, February 13, 2015 10:30 AM  
To: Manning, Paula A.; Spencer, Garry L.  
Subject: RE: Additional Salt

OK thanks,

I will check with other units, but not sure where has to spare.

Also could you tell me any status on salt for whitehills. The supervisor said they are now getting real low and may have to borrow from Donovans or Foxtrap by the end of the weekend.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John's, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.  
Sent: Friday, February 13, 2015 10:20 AM  
To: Morris, Christian; Spencer, Garry L.  
Subject: RE: Additional Salt

I will try the contractors in the area but Sand is not easily accessible this time of the year. Have you checked with your other Units to see if they can spare some and arrange to get it trucked in?

From: Morris, Christian  
Sent: Friday, February 13, 2015 9:41 AM  
To: Manning, Paula A.; Spencer, Garry L.  
Subject: RE: Additional Salt  
Importance: High

I was just informed by the renew depot they have no pure sand left to mix the salt with. Are we able to get some sand, preferably 1200t to allow and even 25/75 mix.

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills
From: Manning, Paula A.
Sent: Friday, February 13, 2015 8:53 AM
To: Morris, Christian; Spencer, Garry L.
Subject: FW: Additional Salt

Delivery of 500 tonnes of Salt for St Josephs will begin today from Avalon Coal Salt and Oil. Still waiting to hear back from A Harvey on Renewes.

From: Avalon Coal & Salt [mailto:avaloncso@personainternet.com]
Sent: Friday, February 13, 2015 8:16 AM
To: Manning, Paula A.
Subject: Re: Additional Salt

Good Morning Paula,

We can start St. Josephs as soon as you gives us the go ahead.

From: Manning, Paula A.
Sent: Thursday, February 12, 2015 8:48 PM
To: avaloncso@personainternet.com
Subject: Additional Salt

Hi

Our St Joseph's Unit reports they are getting quite low in Salt. Just wondering if you could arrange some deliveries to them as soon as possible ~ 500 tonnes would be great.
We are looking at getting salt for other units as well – the quantities below are tentative but I think they will be close to what we will need over the next little while.
I will get the PO for St Josephs done tomorrow. I'm still waiting on funding for the remainder but should have it soon.

If you could get back to me soon on an estimated delivery date for St Josephs, it would be great.
Thanks and if you require additional information, please call or email.

Paula

<table>
<thead>
<tr>
<th>Location</th>
<th>Tonnes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whitbourne</td>
<td>1,500</td>
</tr>
<tr>
<td>Bay Roberts</td>
<td>1,000</td>
</tr>
<tr>
<td>Avondale</td>
<td>2,000</td>
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<tr>
<td>Location</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------</td>
</tr>
<tr>
<td>St. Josephs</td>
<td>500</td>
</tr>
<tr>
<td>Hearts Content</td>
<td>400</td>
</tr>
<tr>
<td>Bellevue</td>
<td>1,000</td>
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<tr>
<td>Clarenville</td>
<td>1,500</td>
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<tr>
<td>Total Avalon Coal Salt &amp; Oil</td>
<td>8,900</td>
</tr>
</tbody>
</table>

**Paula Manning**

*Highway Maintenance Analyst*

*Department of Transportation and Works*

*6th Floor, West Block, Confederation Building*

*PO Box 8700*

*St. John’s, NL*

*A1B 4J6*

*email:* [manningp@gov.nl.ca](mailto:manningp@gov.nl.ca)

*Tel:* 709.729.5358

*Fax:* 709.729.6934

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This email has been checked for viruses by Avast antivirus software.

[www.avast.com](http://www.avast.com)
Thanks Paula

Christian Morris
Superintendent of Operations
Department of Transportation and Works
Harding Road - White Hills
St. John's, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca

Christian / Garry,
A Harvey will be delivering approx 100 tonnes of Salt to Renews today. The remainder will be trucked as soon as they can get some semi-dumps in place. 400 tonnes in total ordered for Renews.
Paula

Paula,

One load on the way.

Jim

Paula,
Unable to get any semi-dumps today however, we have a couple of tandems coming in and will be able to get some salt to Renews today.

Please give me a call.

Jim

---

**From:** Manning, Paula A.  [mailto:manningp@gov.nl.ca]
**Sent:** February-13-15 9:05 AM
**To:** Jim Peddigrew
**Subject:** RE: Additional Salt

thanks Jim

---

**From:** Jim Peddigrew [mailto:jap@aharvey.nf.ca]
**Sent:** Friday, February 13, 2015 9:02 AM
**To:** Manning, Paula A.
**Subject:** RE: Additional Salt

Paula,

I’ll see what I can arrange and get back to you.

Jim

---

**From:** Manning, Paula A.  [mailto:manningp@gov.nl.ca]
**Sent:** February-12-15 8:58 PM
**To:** Jim Peddigrew
**Subject:** RE: Additional Salt
**Importance:** High

Jim,

It looks like our Renews Unit is getting quite low in salt. Just wondering if you could arrange some deliveries to them as soon as possible ~ 400t would be great. (403 tonnes would be 13 loads)

We are looking at getting salt for other units as well as indicated below (my email of Feb 4th).

I will get the PO for Renews completed tomorrow. I’m still waiting on funding for the remainder but should have it soon.

If you could get back to me soon on an estimated delivery date for Renews, it would be great. Thanks and if you require additional information, please call or email.

Paula

---

**From:** Jim Peddigrew [mailto:jap@aharvey.nf.ca]
**Sent:** Thursday, February 05, 2015 10:54 AM
**To:** Manning, Paula A.
**Subject:** RE: Additional Salt

Paula,

Tors Cove and Renews price will stay the same. Placentia will be $ 127.00 per tonne delivered.
From: Manning, Paula A. [mailto:manningp@gov.nl.ca]
Sent: February-04-15 11:09 AM
To: Jim Peddigrew
Subject: Additional Salt
Importance: High

Jim,

Looks like we will be purchasing Additional Salt. The figures below are tentative. I am waiting on funding approval. I assume Tors Cove and Renews prices will remain the same as the Original Tender Price? Could you give me a price for delivery of 310 Tonnes to Placentia Depot? I will adjust the quantities to 31 tonne loads.

thanks, Paula

<table>
<thead>
<tr>
<th>Location</th>
<th>Salt (Tonnes) Now Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foxtrap</td>
<td>3,000</td>
</tr>
<tr>
<td>Donovans</td>
<td>3,500</td>
</tr>
<tr>
<td>White Hills</td>
<td>1,500</td>
</tr>
<tr>
<td>Tors Cove</td>
<td>400</td>
</tr>
<tr>
<td>Renews</td>
<td>400</td>
</tr>
<tr>
<td>Placentia (add'l trucking charges)</td>
<td>300</td>
</tr>
<tr>
<td>Total A Harvey and Company Ltd</td>
<td>9,100</td>
</tr>
</tbody>
</table>

Paula Manning
Highway Systems Analyst
Department of Transportation and Works
6th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

email: manningp@gov.nl.ca
Tel: 709.729.5358
Fax: 709.729.6934

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

“This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender.”
From: Morris, Christian  
Sent: Wednesday, February 11, 2015 2:06 PM  
To: Manning, Paula A.  
Subject: RE: - URGENT - Additional Salt Required

St. Josephs has around 60t left, so the sooner we could get salt there the better. The same for renews.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John's, NL  A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Morris, Christian  
Sent: Friday, January 30, 2015 11:52 AM  
To: Manning, Paula A.  
Cc: Spencer, Garry L.  
Subject: RE: - URGENT - Additional Salt Required

Paula,

2000t for Avondale

1500t for Whitehills (with no storage we are losing a lot to clumping and having trouble busting it apart)

1500t for Whitbourne

I bump these up to counter the discrepancy in what is remaining compared to the graph. We have used a lot of material with this constantly changing weather lately.

If we can get for other depots we need the following:

500t for St. Josephs

400t for Tors Cove
400t for Hearts Content

400t for Renews

300t for Placentia

Other numbers are good.

Thanks

Christian Morris  
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t (709)-729-6264  
e christianmorris@gov.nl.ca

---

From: Manning, Paula A.  
Sent: Friday, January 30, 2015 11:36 AM  
To: Spencer, Garry L.; Groves, Glen  
Cc: Morris, Christian; Edwards, Luke  
Subject: - URGENT - Additional Salt Required  
Importance: High

Garry / Glen / Christian / Luke  
Please see attached. These are proposed tonnes of Salt that I estimated we will need to get us through the remainder of this winter. I know it’s short notice but could you please review the numbers in Green to see if these estimates are correct and I will advise our Budget Analyst. I based them on the original request received from you last spring and the amount we have purchased to date. I was advised about an hour ago that they need the final $$$ required by 3pm today. Could you let me know by 2pm if at all possible. I think these will be fine to get us through...we can always change quantities around if needed before we do the final award.

thanks, Paula

Paula Manning  
Highway Systems Analyst  
Department of Transportation and Works  
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PO Box 8700  
St. John’s, NL  
A1B 4J6

e-mail: manningp@gov.nl.ca  
Tel: 709.729.5358  
Fax: 709.729.6934
From: Manning, Paula A.
To: Manning, Paula A.
Subject: FW: Tender Results - Maintenance Grade III - Project 26-14 PHM Avalon and Central
Date: Friday, September 08, 2017 9:07:54 AM

From: Manning, Paula A.
Sent: Thursday, August 07, 2014 8:55 AM
To: Morris, Christian
Subject: RE: Tender Results - Maintenance Grade III - Project 26-14 PHM Avalon and Central

Hi, Just sent it to you...

From: Morris, Christian
Sent: Thursday, August 07, 2014 8:42 AM
To: Manning, Paula A.
Subject: RE: Tender Results - Maintenance Grade III - Project 26-14 PHM Avalon and Central

Have they submitted?

The material is required to be in on the 13th

Thanks

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e christianmorris@gov.nl.ca

From: Manning, Paula A.
Sent: Monday, July 28, 2014 9:48 AM
To: Morris, Christian
Subject: RE: Tender Results - Maintenance Grade III - Project 26-14 PHM Avalon and Central

Just spoke with Tendering, they are waiting on the Performance Bond, everything else is good. They emailed Harbour Construction and they said they sent it in so they are waiting for them to resend it...

From: Morris, Christian
Sent: Monday, July 28, 2014 9:25 AM
To: Manning, Paula A.
Subject: RE: Tender Results - Maintenance Grade III - Project 26-14 PHM Avalon and Central

Ok thanks.

Has Harbour construction submitted their paper work to supply tors cove. That’s the only one I haven’t seen.
Thanks

Christian Morris  
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Harding Road - White Hills  
St. John's, NL  A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.  
Sent: Monday, July 28, 2014 8:55 AM  
To: Morris, Christian  
Subject: RE: Tender Results - Maintenance Grade III - Project 26-14 PHM Avalon and Central

Yes, thanks

From: Morris, Christian  
Sent: Monday, July 28, 2014 8:55 AM  
To: Manning, Paula A.  
Subject: RE: Tender Results - Maintenance Grade III - Project 26-14 PHM Avalon and Central

I will set up the PO for these correct?

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
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St. John's, NL  A1B 4J6  
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t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.  
Sent: Tuesday, May 27, 2014 12:24 PM  
To: Morris, Christian  
Subject: FW: Tender Results - Maintenance Grade III - Project 26-14 PHM Avalon and Central

Christian, any decision on this yet?  
thanks

From: Manning, Paula A.  
Sent: Friday, May 16, 2014 11:22 AM  
To: Spencer, Garry L.; Day, Barry C; Morris, Christian; Payne, Benson  
Cc: Adams, Murray F.  
Subject: Tender Results - Maintenance Grade III - Project 26-14 PHM Avalon and Central

To: Regional Directors, Superintendents of Operations - Avalon & Central  
Cc: Director of Highway Design and Construction

The Tender Results for the Maintenance Grade III for Project 26-14 PHM which closed noon yesterday
are attached in PDF for various locations. Could you please advise me prior to Friday, May 23, 2014 if you wish to award all locations and quantities. We did include a 30% increase/decrease condition in the spec if you need to adjust the quantities according to your budget and we can cancel any item in the tender. The completion date is 10 weeks from the date of award letter.

Prices are up slightly on average compared to last year (details are listed on the bottom of the worksheet). We again have 15% security on these as well as Liquidated Damages of $300.00 per day beyond the completion date.

If you require further information, please call or email.

thanks, Paula

Paula Manning
Manager of Equipment Support
Department of Transportation and Works
6th Floor, West Block, Confederation Building
PO Box 8700
St. John’s, NL
A1B 4J6

e-mail: manningp@gov.nl.ca
Tel: 709.729.5308
Fax: 709.729.6934
From: Morris, Christian
Sent: Tuesday, April 08, 2014 7:57 AM
To: Manning, Paula A.
Cc: Spencer, Garry L.
Subject: RE: Maintenance Grade III 2014/15

Paula,
our units have used most of last year’s order, therefor we will require a similar amount shown below. Also, similar to last year, for Lower Island Coves order can we have 30% delivered to Hearts Content.

1 Foxtrap 1500
2 Tors Cove 1000
3 St Josephs 1500
4 Springfield Pit 2500
5 Birch Hills 1000
6 Whitbourne 1000
Lower Island Cove 2000

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
Harding Road - White Hills
St. John's, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca

From: Manning, Paula A.
Sent: Thursday, March 20, 2014 11:32 AM
To: Spencer, Garry L.; Groves, Glen; Waterman, Wade; Matthews, Donald; Randell, Kent; Goodman, Paul; McCarthy, Cyril; Tee, Dion; Edwards, Luke; Ellsworth, Barry W.; Morris, Christian; Payne, Benson; Morris, Chris L.; Day, Barry C; Skanes, Bill; Day, Barry C
Cc: Gosse, Gary R.; Adams, Murray F.
Subject: Maintenance Grade III 2014/15

To: Regional Directors, Regional Engineers, Superintendents of Operations
cc: ADM (Transportation), Director of Highway Design and Construction

If you require Maintenance Grade III for the 2014/2015 Fiscal year, could you please forward a list of your locations and quantities in cubic metres to me prior to Friday, April 18, 2014 so we can get the tenders issued early again this year.
The list should only include MG III that will **not** be included in Capital Projects.

If you require further information, please call or email.

thanks, Paula

---

**Paula Manning**  
Manager of Equipment Support  
Department of Transportation and Works  
6th Floor, West Block, Confederation Building  
PO Box 8700  
St. John's, NL  
A1B 4J6

email: [manningp@gov.nl.ca](mailto:manningp@gov.nl.ca)  
Tel:  709.729.5308  
Fax:  709.729.6934
From: Morris, Christian
Sent: Tuesday, March 25, 2014 10:48 AM
To: Manning, Paula A.
Subject: RE: $14,795.00 for Winter Sand in Renews

Yes, everyone seems to have some salt, but no sand to mix it with.

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John’s, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.  
Sent: Tuesday, March 25, 2014 10:47 AM  
To: Morris, Christian  
Subject: RE: $14,795.00 for Winter Sand in Renews

Are all Units ok for Salt besides Tors Cove?

From: Morris, Christian  
Sent: Tuesday, March 25, 2014 10:46 AM  
To: Manning, Paula A.  
Subject: RE: $14,795.00 for Winter Sand in Renews

I have asked around and haven’t heard anything further required. Maybe worthwhile to get a couple hundred for Avondale so we could distribute if others need.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John’s, NL A1B 4J6  
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t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.  
Sent: Tuesday, March 25, 2014 10:44 AM  
To: Morris, Christian
Subject: RE: $14,795.00 for Winter Sand in Renews

Christian,
Is that it? I need to know this morning cause I have to do an emergency 1 day tender call and I don't want to have to do more than one. I'm not here tomorrow.

thanks

From: Morris, Christian
Sent: Tuesday, March 25, 2014 10:40 AM
To: Manning, Paula A.
Subject: RE: $14,795.00 for Winter Sand in Renews

Paula, I just got a call from our Torbay unit here at whitehills out of sand now. Would 300t be possible for there.

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
Harding Road - White Hills
St. John’s, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca

From: Morris, Christian
Sent: Tuesday, March 25, 2014 8:38 AM
To: Manning, Paula A.
Subject: RE: $14,795.00 for Winter Sand in Renews

Hi Paula, we would need approx. 400-500t sand in Bay Roberts

300t sand & 100t salt in Tors Cove

400t sand in Renews (already ordered below)

Thanks

Christian Morris
Superintendent of Operations
Department of Transportation and Works
Harding Road - White Hills
St. John’s, NL A1B 4J6
P.O.Box 21301
t (709)-729-6264
e christianmorris@gov.nl.ca

From: Morris, Christian
Sent: Tuesday, March 25, 2014 8:23 AM
To: Manning, Paula A.
Subject: RE: $14,795.00 for Winter Sand in Renews
St. Josephs has no salt left now either. I am going to try and get a little from Donovans so they can mix 200t.

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John's, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Morris, Christian  
Sent: Tuesday, March 25, 2014 7:52 AM  
To: Manning, Paula A.  
Subject: RE: $14,795.00 for Winter Sand in Renews

Any word on this. Of course now the day before the storm I have already herd from Tors Cove low on salt and sand, and Bay Roberts low on sand and in need. And the day is only young.

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John's, NL A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca

From: Manning, Paula A.  
Sent: Monday, March 24, 2014 9:07 AM  
To: McCarthy, Charlene  
Cc: Gosse, Gary R.; Adams, Murray F.; Spencer, Garry L.; Morris, Christian; Gillis, Michelle  
Subject: $14,795.00 for Winter Sand in Renews  
Importance: High

Hi Charlene,  
I was informed this morning that we are almost out of sand in Renews again. The contractor who supplied our Emergency Sand Tender does have an additional 400 tonnes available (220 m3). We can do a contract extension from our Emergency Sand Tender up to $15,000.00 under section 5 (b) of the public tender act – Project 104-13 PHM. Could you please advise if you have this funding available and I will proceed with getting a PO issued.  
Harbour Construction  220 m3 @ 67.25 = $14,795.00  
thanks, Paula

From: Morris, Christian  
Sent: Monday, March 24, 2014 7:47 AM  
To: Manning, Paula A.  
Subject: Sand
Paula, our Renews Depot is almost out of sand again. The supplier Harbour Construction who supplied previously apparently has 300-400t of sand in stock. Is there any way we could get this. I may be able to move a little salt around to mix if I can get the sand

Thanks

Christian Morris  
Superintendent of Operations  
Department of Transportation and Works  
Harding Road - White Hills  
St. John’s, NL  A1B 4J6  
P.O.Box 21301  
t (709)-729-6264  
e christianmorris@gov.nl.ca
Good afternoon Garry, could you please advise if its ok to release the security on #009-13PHM - #2, Tors Cove, Supply and stockpile MGIII in the Avalon Region & 013-13PHM - #12 - Renews - Supply and stockpiling of Winter Sand at various locations in the Avalon Region of the Department of Transportation and Works in the Province of Newfoundland and Labrador for Harbour Construction.

Thanks

**Stephen Slaney**
Program Co-Ordinator
Tendering & Contracts
Dept.of Transportation & Works
Ground Floor
East Block, Confederation Building
e-mail: stephenslaney@gov.nl.ca
tel: 709-729-3925
fax:709-729-6729
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TRANSPORTATION AND WORKS
MATERIALS ENGINEERING

GRAIN SIZE DISTRIBUTION
TEST REPORT

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
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<th>% Rtd</th>
<th>% Pass</th>
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Wt dry: 5454.0
Wt wash: 5062.0
Loss: 392.0

Sampled By: 1 Time: NA
Tested By: V. Piraino
Lab Number (If applicable): M-218-17
Checked By: J. Inkpen
Intended Use: MG3

Specification

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<thead>
<tr>
<th>Project Name: NA</th>
<th>Project Number: NA</th>
<th>Remarks: Within Specification</th>
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<tr>
<td>Contractor: NA</td>
<td>Date Sampled: 22-Aug-17</td>
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<tr>
<td>Source Name: Tors Cove</td>
<td>Pit</td>
<td>Quarry</td>
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<td>Sample Location: Stockpile</td>
<td>Road Station</td>
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Rev: May 2017
**GRAIN SIZE DISTRIBUTION TEST REPORT**

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**Wt dry** 5512.0  
**Wt wash** 5072.0  
**Loss** 440.0  
2.00 90.7
0.425 83.4
0.075 37.9
Pan 2.9
Total 214.9

---

**Project Name:** NA  
**Project Number:** NA  
**Date Sampled:** 22-Aug-17  
**Specification:** 25.4 100 100  
**Remarks:** Material within Specification

**Contractor:** NA  
**Source Name:** Tors Cove  
**Sample Location:** Stockpile  
**Sampled By:** Depo  
**Sampled Number:** 2  
**Tested By:** V.Piraino  
**Lab Number (If applicable):** M-218-17  
**Checked By:** J. Inkpen  
**Intended Use:** MG3  
**Rev:** May 2017
Project Name: Renews Winter Sand
Project Number: NA
Contractor: Clarke's Trucking & Excavating
Date Sampled: August 8th, 2017
Source Name: NA
Sample Location: Stockpile
Sampled By: Depot
Sample Number: 1
 Tested By: Curtis Cook
Lab Number (If applicable): M-191-17
Checked By: J. Inkpen

Specification

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<tr>
<th>Grain Size (mm)</th>
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<th>% Pass</th>
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<tbody>
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Winter Sand

Rev: May 2017
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<th>Grain Size (mm)</th>
<th>Wt Rtd</th>
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<td>WL</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>1538.4</td>
<td>100.0</td>
<td></td>
</tr>
</tbody>
</table>

- **Wt dry**: 1538.4
- **Wt wash**: 1452.2
- **Loss**: 86.2
- **Pan**: 4.4
- **Total**: 611.4

**Project Name**: Renews Winter Sand

**Contractor**: Clarke's Trucking & Excavating

**Date Sampled**: August 8th, 2017

**Source Name**: NA

**Sample Location**: Stockpile

**Sampled By**: Depot

**Sample Number**: 2

**Time**: NA

**Tested By**: Curtis Cook

**Lab Number (If applicable)**: M-191-17

**Checked By**: J. Inkpen

**Intended Use**: Winter Sand

**Remarks**:

- Slightly coarse on the 6.35 mm sieve. Slightly fine on the 0.075 mm sieve (0.2%).

**Specification**:

- **6.35**: 100
- **4.75**: 70
- **2.00**: 50
- **0.425**: 5
- **0.075**: 0

**Rev**: May 2017
### Grain Size Distribution Test Report

**Project Name:** Renews Winter Sand  
**Project Number:** NA  
**Contractor:** Clarke's Trucking & Excavating  
**Date Sampled:** August 8th, 2017  
**Source Name:** NA  
**Sample Location:** Stockpile  
**Sampled By:** Depot  
**Tested By:** Curtis Cook  
**Checked By:** J. Inkpen  
**Specimen:** Winter Sand

<table>
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<th>Grain Size (mm)</th>
<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
</tr>
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<tbody>
<tr>
<td>6.35</td>
<td>20.1</td>
<td>1.2</td>
<td>98.8</td>
</tr>
<tr>
<td>4.75</td>
<td>155.0</td>
<td>9.3</td>
<td>89.5</td>
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<td>2.00</td>
<td>671.1</td>
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<td>49.0</td>
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<tr>
<td>0.425</td>
<td>545.3</td>
<td>32.8</td>
<td>16.2</td>
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<tr>
<td>0.075</td>
<td>130.2</td>
<td>7.8</td>
<td>8.3</td>
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<tr>
<td>Pan</td>
<td>11.6</td>
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<td></td>
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<tr>
<td>WL</td>
<td>126.9</td>
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<tr>
<td>Total</td>
<td>1660.2</td>
<td>100.0</td>
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</table>

**Remark:** Slightly coarse on the 6.35 mm sieve and 2.0 mm sieve.

---

**Graph and Table:**
- The graph shows the grain size distribution of the specimen Winter Sand.
- The table lists the weight percent (% Rtd), percentage of material passing (% Pass), and weight (Wt) for each grain size.

---

**Specifications:**
- 6.35: 100 100  
- 4.75: 70 95  
- 2.00: 50 80  
- 0.425: 253.0  
- 0.075: 60.4  
- Pan: 5.4  
- Total: 630.2

---

**Remarks:**
- Slightly coarse on the 6.35 mm sieve and 2.0 mm sieve.

---

**Dates and Numbers:**
- **Wt dry:** 1660.2  
- **Wt wash:** 1533.3  
- **Loss:** 126.9  

---

**Review:** Rev: May 2017
**Project Name:** Renews Winter Sand

**Project Number:** NA

**Contractor:** Clarke's Trucking & Excavating

**Date Sampled:** August 8th, 2017

**Source Name:** NA

**Sample Location:** Stockpile

**Sampled By:** Depot

**Sampled Number:** 4

**Tested By:** Curtis Cook

**Lab Number (If applicable):** M-191-17

**Checked By:** J. Inkpen

**Intended Use:** Winter Sand

**Specification:**

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<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.35</td>
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<tr>
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<td>120.6</td>
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<td>89.5</td>
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<td>2.00</td>
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<td>57.5</td>
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<td>554.8</td>
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<tr>
<td>0.075</td>
<td>139.3</td>
<td>10.4</td>
<td>5.8</td>
</tr>
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</table>

| Pan     | 5.7    |      | 5.8    |
| WL      | 72.1   |      |        |

**Total:** 1342.5

**Wt dry:** 1342.5

**Wt Wash:** 1270.4

**Loss:** 72.1

**Factor:** 2.211

**Total:** 510.8

**Remarks:** Slightly coarse on the 6.35 mm sieve.
### GRAIN SIZE DISTRIBUTION TEST REPORT

**Winter Sand**

<table>
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<tr>
<th>Grain Size (mm)</th>
<th>Sieve Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.35</td>
<td>20.6</td>
<td>1.3</td>
<td>98.7</td>
</tr>
<tr>
<td>4.75</td>
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<td>10.3</td>
<td>88.4</td>
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<td>18.1</td>
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<tr>
<td>0.075</td>
<td>166.9</td>
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<td>7.2</td>
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<td>Pan</td>
<td>14.8</td>
<td></td>
<td></td>
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<tr>
<td>WL</td>
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<td></td>
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<tr>
<td>Total</td>
<td>1534.4</td>
<td>100.0</td>
<td></td>
</tr>
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</table>

**Wt dry** 1534.4  
**Wt wash** 1438.8  
**Loss** 95.6

**Specification**  

**Remarks:**  
Slight coarse on the 6.35 mm sieve. Slightly fine on the 0.075 mm sieve.

<table>
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<tr>
<th>Specification</th>
<th>Remarks:</th>
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<tbody>
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</tr>
<tr>
<td>4.76</td>
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<tr>
<td>2.00</td>
<td>50</td>
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**Project Details:**

**Project Name:** NA  
**Project Number:** NA  
**Contractor:** Clarke’s Construction  
**Date Sampled:** 1-Aug-17  
**Source Name:** Tors Cove  
**Sample Location:** Stockpile  
**Sample Number:** 1  
**Sampled By:** Depo  
**Tested By:** A. Bromley/C. Cook  
**Lab Number (If applicable):** M-185-17  
**Checked By:** J. Inkpen  
**Intended Use:** Winter Sand  
**Rev:** May 2017
### Grain Size Distribution

#### Test Report

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
<th>Sieve</th>
<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.075</td>
<td>149.7</td>
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<td>17.5</td>
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<tr>
<td>0.425</td>
<td>580.6</td>
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<td>17.5</td>
<td>100.0</td>
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<tr>
<td>2.00</td>
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<td>31.5</td>
<td>57.8</td>
<td>100.0</td>
</tr>
<tr>
<td>4.75</td>
<td>133.7</td>
<td>9.3</td>
<td>89.2</td>
<td>100.0</td>
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<td>6.35</td>
<td>21.2</td>
<td>1.5</td>
<td>98.5</td>
<td>100.0</td>
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<tr>
<td>Pan</td>
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<td>7.1</td>
<td>7.1</td>
<td>100.0</td>
</tr>
<tr>
<td>WL</td>
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<tr>
<td>Total</td>
<td>1439.8</td>
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</table>

#### Project Information

- **Project Name:** NA
- **Contractor:** Clarke's Construction
- **Source Name:** Tors Cove
- **Sample Location:** Stockpile
- **Sampled By:** Depo
- **Tested By:** A. Bromley/C. Cook
- **Checked By:** J. Inkpen

#### Remarks:

- Slightly coarse on the 6.35 mm sieve. Slightly fine on the 0.075 mm sieve.
- Intended Use: Winter Sand

---

**Specification**

- 6.35 mm sieve requirement: 100% for 100% Pass
- 4.75 mm sieve requirement: 70% for 95% Pass
- 2.00 mm sieve requirement: 50% for 80% Pass

**Rev:** May 2017
### Grain Size Distribution Test Report

#### Project Name: NA

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
<th>6.35</th>
<th>4.75</th>
<th>2.00</th>
<th>0.425</th>
<th>0.075</th>
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<tbody>
<tr>
<td>% Rtd</td>
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<td>162.1</td>
</tr>
<tr>
<td>% Pass</td>
<td>98.7</td>
<td>87.8</td>
<td>57.4</td>
<td>16.1</td>
<td>5.8</td>
</tr>
</tbody>
</table>

| Pan            | 12.3 |
| WL             | 78.2 |
| Total          | 1570.1|

| Wt dry         | 1570.1 |
| Wt wash        | 1491.9 |
| Loss           | 78.2   |

**Percent Finer**

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<th>0.50</th>
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<th>1.5</th>
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<th>6.0</th>
<th>6.5</th>
<th>7.0</th>
<th>7.5</th>
<th>8.0</th>
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<tbody>
<tr>
<td>Wt Rtd</td>
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<td>20.3</td>
<td>170.5</td>
<td>477.6</td>
<td>649.1</td>
<td>162.1</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>% Rtd</td>
<td></td>
<td>1.3</td>
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</tr>
<tr>
<td>% Pass</td>
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<td>87.8</td>
<td>57.4</td>
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<td>5.8</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Specifications**

- **6.35**: 100%
- **4.75**: 95%
- **2.00**: 80%
- **0.425**: 50%
- **0.075**: 6%

**Remarks:**

- Slightly coarse on the 6.35 mm sieve.
- Slightly fine on the 0.075 mm sieve.

**Checked By:** J. Inkpen

**Revised:** May 2017
**Grain Size Distribution Test Report**

**WINTER SAND**

<table>
<thead>
<tr>
<th>Sieve (mm)</th>
<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.35</td>
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<td>100.0</td>
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<tr>
<td>4.76</td>
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<td>87.8</td>
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<tr>
<td>2.00</td>
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<td>0.425</td>
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</tr>
<tr>
<td>Pan</td>
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<td></td>
</tr>
<tr>
<td>WL</td>
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<td></td>
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</tr>
<tr>
<td>Total</td>
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</table>

**Volume and Loss Calculations**

- **Wt dry**: 533
- **Wt wash**: 513
- **Loss**: 20

**Project Number & Description**

**Contractor**: Torrs Depot

**Date Sampled**: 18-Aug-16

**Specification**

- **6.35**: 100
- **4.76**: 70
- **2.00**: 50
- **0.425**: 5
- **0.075**: 0

**Remarks**: Within Spec

**PBH**: 6

**Acceptance**: ✔️  
**Rejection**: ☐
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TRANSPORTATION AND WORKS
MATERIALS ENGINEERING

GRAIN SIZE DISTRIBUTION
TEST REPORT

<table>
<thead>
<tr>
<th>Sieve</th>
<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.35</td>
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<td>100.0</td>
</tr>
<tr>
<td>4.76</td>
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<tr>
<td>WL</td>
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<tr>
<td>Total</td>
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Project Number & Description: Torrs Depot
Contractor: Date Sampled: 18-Aug-16
Pit Name: Quarry Name: Stock pile: Crushed: Road Station:
Sampled by: TW Sample #: 1 Time:
Tested by: BK Checked by: Intended Use
LAB No. M-167-16
Accepted: Rejected:

Specification Remarks:
6.35 100 100 Peter Norris
4.76 70 95 within spec
2.00 50 80
0.425 5 25
0.075 0 6
## Grain Size Distribution Test Report

<table>
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<tr>
<th>Sieve (mm)</th>
<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
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</thead>
<tbody>
<tr>
<td>6.35</td>
<td>0.0</td>
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### Project Number & Description:
- **Torr Cove**

<table>
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<th>Spec</th>
<th>Remarks:</th>
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<tbody>
<tr>
<td>Stock pile</td>
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<td>LAB No.</td>
<td>M-167-16 Intended Use</td>
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<td>5 25</td>
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<td>Accepted</td>
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<td>0 6</td>
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</table>

---

**Graph:**
- **WINTER SAND**

**Note:**
- Values in **red** indicate values outside the specification limits.
- **Within Spec** status is marked as *within spec*.
## Grain Size Distribution Test Report

<table>
<thead>
<tr>
<th>Sieve (mm)</th>
<th>Wt Rtd</th>
<th>% Wt Rtd</th>
<th>% Pass</th>
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<td>Pan</td>
<td>9</td>
<td></td>
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</tr>
<tr>
<td>WL</td>
<td>266</td>
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<tr>
<td>Total</td>
<td>3634</td>
<td></td>
<td>100.0</td>
</tr>
</tbody>
</table>

**Wt dry** 3634  
**Wt wash** 3368  
**Loss** 266

### Project Information

- **Project Number & Description:** Tors Cove Depot  
- **Contractor:** N/A  
- **Date Sampled:** 16-Aug-16  
- **Pit Name:** N/A  
- **Quarry Name:**  
- **Stock pile** Crushed  
- **Road Station:**  
- **Sampled by:** Contractor  
- **Sample #:** 1  
- **Time:** 4.76  
- **Tested by:** Bennett/Bromley  
- **Checked by:**  
- **LAB No.:** M150-16  
- **Intended Use:**  

### Specification

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<td>0.075</td>
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### Results

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<tbody>
<tr>
<td>Wt wash</td>
<td>3368</td>
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<tr>
<td>Loss</td>
<td>266</td>
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</table>

**Factor** 4.547  
**Total** 322
## Grain Size Distribution Test Report

### Project Number & Description: Tors Cove Depot

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<table>
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<tr>
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<th>Stock pile</th>
<th>Crushed:</th>
<th>Road Station:</th>
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<th>Time:</th>
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<table>
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<th>Checked by:</th>
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<th>Intended Use</th>
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<th>Wt wash</th>
<th>Loss</th>
<th>Factor</th>
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<td>3097</td>
<td>233</td>
<td>4.305</td>
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<th>Sieve</th>
<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
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### Notes:

- Wt dry: 3330
- Wt wash: 3097
- Loss: 233
- Factor: 4.305

### Remarks:

- Peter Norris: 685-6426
### Project Number & Description:

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<td>Stock pile</td>
<td>Crushed:</td>
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<td>Contractor</td>
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### Torrs Depot

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### Grain Size Distribution Test Report

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<th>% Pass</th>
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<table>
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<tr>
<th>Ave. Gran Size (mm)</th>
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<th>Wt wash</th>
<th>Loss</th>
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### Notes:

- Specimen on 6.35 mm sieve
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TRANSPORTATION AND WORKS MATERIALS ENGINEERING

GRAIN SIZE DISTRIBUTION TEST REPORT

<table>
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<th>% Rtd</th>
<th>% Pass</th>
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Wt dry: 942
Wt wash: 872
Loss: 70

-4.75 | 781
Slug: #DIV/0!

Project Number & Description: Torrs Cove / Keneuws
Contractor: Torrs Depot
Date Sampled: 21-Jul-16

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Material is too fine on the 0.075mm sieve.
## Grain Size Distribution Test Report

**Project Number & Description:** Torr Cove / Rehens

**Contractor:**

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<th>Item</th>
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<td>% Pass</td>
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**Date Sampled:** July 21, 2016

**Stockpile:** Crushed

**Quarry Name:** Road Station:

**Sampled by:** Contractor

**Sample #: 2**

**Time:** 2.00

**Tested by:** Stewart

**Checked by:**

**LAB No.:** M113-16

**Intended Use:**

**Accepted:**

**Rejected:**
### GRAIN SIZE DISTRIBUTION TEST REPORT

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<th>Grain Size (mm)</th>
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<th>% Rtd</th>
<th>% Pass</th>
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- Wt dry: 6685
- Wt wash: 6143
- Loss: 542
- Slug: 326
- Factor: 8.31
- Total: 326

### Project Number & Description:
- Tors Cove Depot

### Contractor:
- Clarkes Trucking Ltd.

### Date Sampled:
- 3-Sep-15

### Specification:
- 25.4 100 100

### Remarks:
- Comments: 62% crush count
- Accepted: 0.075 6 10
Project Number & Description: Tors Cove Depot
Contractor: Clarkes Trucking Ltd. Date Sampled: 3-Sep-15
Pit Name: Quarry Name: St. John’s Specification Remarks:
Stock pile Crushed: Road Station: 25.4 100 100
Sampled by: TW Sample #: 2 Time: 4.76 35 60
Tested by: BK Checked by: 1.200 15 35
LAB No. comments: 67% crush count 0.300 5 20
Accepted: Rejected: 0.075 6 10
## Grain Size Distribution Test Report

### Project Number & Description: Tors Cove Depot

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### Specification

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### Remarks:

- 54% crush count

### Maintenance 3

#### Grain Size Distribution

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### Laboratory No.

- 0.1
- 0.5
- 0.75
- 1.0
- 1.2
- 2.0
- 2.5
- 5.0
- 7.5
- 10.0

### Comments

- 54% crush count
**Grain Size Distribution Test Report**

<table>
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<td>6.35</td>
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**Sample Details**

- **Pit Name:** Weir’s Const Ltd
- **Quarry Name:** TCH Quarry
- **Date Sampled:** 20-Aug-15
- **Stockpile Crushed:** Road Station
- **Sampled by:** MEPS
- **Sample #: 1**
- **Time:** 2.00
- **Tested by:** N. Young
- **Checked by:** 0.420
- **LAB No.:** M300-15
- **Intended Use:** 0.075
- **Accepted:** 0
- **Rejected:** 0

**Project Number & Description:**

- **Project Number:** TORS COVE Depot
- **Description:** Winter Sand

**Remarks:**

- **Spec:** 63.5 %
- **Loss:** 17 %
- **Pan:** 3
- **Wt dry:** 569
- **Wt wash:** 552
- **Slug:** 516
- **Factor:** 1.000
- **Total:** 516

**Tested by:** Wayne Dillon

**MATERIALS ENGINEERING**

**TRANSPORTATION AND WORKS**

**NEWFOUNDLAND AND LABRADOR**

**Government of Newfoundland and Labrador**

**Transportation and Works**

**Materials Engineering**
## GRAIN SIZE DISTRIBUTION TEST REPORT

### Project Number & Description:
- **TOR S COVE Depot**

### Contractor:
- Weir's Const Ltd.

### Date Sampled:
- 20-Aug-15

### Stock pile:
- Crushed: Quarry Name: TCH Quarry

### Specification:
- **Grain Size Distribution**
  - **6.35**
  - **4.76**
  - **2.00**
  - **0.425**
  - **0.075**

### Remarks:
- Wayne Dillon

### Project Details:
- **MEPS:** Sample #: 2
- **Time:** 2.00
- **N. Young**
- **Checked by:** 0.420
- **M300-15**
- **Intended Use**

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<th>Wt wash</th>
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### Laboratory Details:
- **LAB No:** M300-15
- **Accepted:** 0.075
- **Rejected:**

### WINTER SAND

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<th>% Pass</th>
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### Stockpile Details:
- **Crushed:**
  - **Station:** 683
  - **Sample #: 2**
  - **Time:** 2.00
  - **N. Young**
  - **Checked by:** 0.420
  - **M300-15**
  - **Intended Use**

### Laboratory Details:
- **LAB No:** M300-15
- **Accepted:** 0.075
- **Rejected:**

### Test Values:
- **MEPS:** Sample #: 2
- **Time:** 2.00
- **N. Young**
- **Checked by:** 0.420
- **M300-15**
- **Intended Use**

### Accepted:
- **Rejected:**
### Grain Size Distribution Report

**Project Number & Description:**

- **Contractor:** Weir’s Const Ltd.
- **Date Sampled:** 20-Aug-15
- **Specification:**
  - Pit Name: TCH Quarry
  - Specification: 6.35 100 100
  - Remarks: Wayne Dillon
- **Stock pile Crushed:**
  - Stock pile Crushed: 4.76 70 95
  - Intended Use: 683-6426
- **Sampled by:** MEPS:
  - Sample #: 3
  - Time: 2.00 50 80
- **Tested by:** N. Young
  - Checked by: 0.420 5 25
- **LAB No.:** M300-15
  - Intended Use: 0.075 0 6
- **Accepted:**
- **Rejected:**

---

**Sieve Wt**

<table>
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<th>Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
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<td>Total 793</td>
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**Loss**

- **Wt dry:** 793
- **Wt wash:** 771
- **Loss:** 22
- **-4.75:** 723
- **Pan:** 4
- **Slug:** 723
- **Factor:** 1.000
- **Total:** 723

**WINTER SAND**

---

**Graph**

- Grain Size (mm)
- Wt Rtd
- % Rtd
- % Pass

---

**Remarks:**

- Contractor: Date
- Sampled: Remarks:
- Pit Name: Stockpile Crushed: Road Station:
- Sampled by: Sample #: Time:
- Tested by: Checked by:
- LAB No.: Intended Use
- Accepted: Rejected:

---

**Graph Data**

- **Grain Size (mm):** 0.05, 0.425, 2.00, 4.76, 6.35
- **Percent Finer:** 0 to 100
- **Wt:** 793
- **Wt dry:** 793
- **Wt wash:** 771
- **Loss:** 22
- **-4.75:** 723
- **Pan:** 4
- **Slug:** 723
- **Factor:** 1.000
- **Total:** 723

---

**Comments:**

- TORS COVE Depot
- GOVERNMENT OF NEWFOUNDLAND AND LABRADOR TRANSPORTATION AND WORKS MATERIALS ENGINEERING
Sieve Wt | Rtd % | Pass
--- | --- | ---
6.35 | 10 | 99.0
4.76 | 80 | 91.3
2.00 | 371 | 55.6
0.425 | 390 | 12.6
0.075 | 131 | 5.4
Pan | 11 | 5.4
WL | 45 |
Total | 1038 | 100.0

Wt dry 1038
Wt wash 993
Loss 45
-W-4.75 903
Slug 338
Factor 2.672
Total 338

Project Number & Description: Unit 113 Renews Depot
Contractor: Clarks Excavating Date Sampled: 19-Aug-15
Stock pile: Crushed Road Station:
Sampled by: Transportation & Works Sample #: 1 Time:
Tested by: C.Cook/ J. Pierce Checked by:
LAB No. M296-15 Intended Use
Accepted: Rejected:
### GRAIN SIZE DISTRIBUTION TEST REPORT

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- **WINTER SAND**

<table>
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<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
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<tbody>
<tr>
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<tr>
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- **Wt dry**: 780
- **Wt wash**: 743
- **Loss**: 37
- **-4.75**: 669
- **Slug**: 360
- **Factor**: 1.858
- **Total**: 360

**Project Number & Description:** Unit 113 Renews Depot

**Contractor:** Clarks Excavating  | **Date Sampled:** 19-Aug-15

**Specification**

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**Accepted:** Rejected:
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TRANSPORTATION AND WORKS
MATERIALS ENGINEERING

GRAIN SIZE DISTRIBUTION
TEST REPORT

**WINTER SAND**

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- Wt dry: 1164
- Wt wash: 1100
- Loss: 64
- Slug: 363
- Factor: 2.782
- Total: 363

**Project Number & Description:** Unit 113 Renews Depot

**Contractor:** Clarks Excavating  **Date Sampled:** 19-Aug-15

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**Remarks:**

**Accepted:**

**Rejected:**
**GRAIN SIZE DISTRIBUTION TEST REPORT**

**WINTER SAND**

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- Wt dry: 1742
- Wt wash: 1673
- Loss: 69
- Slug: 464
- Factor: 3.153
- Total: 464

**Project Number & Description:**

Renews Depot

**Contractor:** Clarks Transport
**Date Sampled:** 21-Jul-15

**Specification**

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**Remarks:**
## GRAIN SIZE DISTRIBUTION TEST REPORT

### Grain Size (%)

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<th>Wt Rtd</th>
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<th>% Pass</th>
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<td>Total</td>
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### Project Number & Description:
Renews depot

### Contractor:
Clarks Transport

### Date Sampled:
21-Jul-15

### Specification:
| 6.35 | 100 | 100 |

### Remarks:

### Stock pile:
Crushed: 4.76

### Road Station:
70 95

### Sampled by:
Transportation & Works

### Sample #:
2

### Time:
2.00 50 80

### Sampled by:
Cook

### Checked by:
0.420 5 25

### LAB No.:
M207-15

### Intended Use:
0.075 0 6

### Accepted:

### Rejected:
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TRANSPORTATION AND WORKS
MATERIALS ENGINEERING

GRAIN SIZE DISTRIBUTION
TEST REPORT

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<th>Grain Size (mm)</th>
<th>Percent Finer</th>
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<tr>
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WINTER SAND

Sieve	Wt Rtd	% Rtd	% Pass
6.35	34	2.4	97.6
4.76	174	12.1	85.5
2.00	549	38.3	47.3
0.425	506	35.2	12.0
0.075	116	8.0	4.0
Pan	6	4.0
WL	51
Total	1436	100.0

Wt dry	1436
Wt wash	1385
Loss	51
 Slug	377
 Factor	3.122
 Total	377

Project Number & Description: Renews depot
Contractor: Clarks Transport	Date Sampled: 21-Jul-15
Stock pile Crushed: Quarry Name: 6.35	100	100
Sampled by: Transportation & Works	Sample #: 3	Time: 2.00	50	80
Tested by: Stewart	Checked by: 0.420	5	25
LAB No.	M207-15	Intended Use 0.075	0	6

Accepted: Rejected:
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<th>Grain Size (mm)</th>
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<th>Loss 61</th>
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<th>Slug 325</th>
<th>Pan 2</th>
<th>Factor 3.883</th>
<th>Total 325</th>
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### Project Number & Description:
Renews depot

### Contractor:
Clarks Transport

### Date Sampled:
Aug 13, 2015

### Quarry Name:

### Specification:
- 6.35: 100
- 2.00: 70
- 0.425: 95

### Remarks:
- Intended Use: M269-15
- Transport & Works
- Sample #: 4
- Time: 2.00
- Checked by: Stewart
- Accepted: 0.075
- Rejected: 0.075
- Pan: 2
- Factor: 3.883
## Grain Size Distribution Test Report

**Project Number & Description:** Renews depot

**Contractor:** Clarks Transport  
**Date Sampled:** Aug 13, 2015

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
<th>Wt dry</th>
<th>Wt wash</th>
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**Specification**  
- Wt dry: 1347  
- Wt wash: 1305  
- Loss: 42  
- Slug: 300  
- Factor: 3.970

**Remarks:**
- Project:  
  - GOVERNMENT OF NEWFOUNDLAND AND LABRADOR TRANSPORTATION AND WORKS MATERIALS ENGINEERING
- Specification:  
  - 6.35 Wt Rtd 90.9% Pass 100  
  - 4.76 Wt Rtd 91.5% Pass 100  
  - 2.00 Wt Rtd 55.3% Pass 100  
  - 0.425 Wt Rtd 14.6% Pass 100  
  - 0.075 Wt Rtd 7.6% Pass 100

**Accepted:**  
- Rejected:
Project Number & Description: Renews depot

Contractor: Clarks Transport  Date Sampled: Aug 13, 2015

Specification  Remarks:

Grain Size (mm)

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Contractor: Date
Sampled:
Remarks:

Pit Name: Quarry Name:
Stock pile: Crushed:
Road Station: 4.76 70 95
Sampled by: Transportation & Works  Sample #: 6  Time: 2.00 50 80
Tested by: Stewart  Checked by: 0.420 5 25
LAB No. M269-15  Intended Use 0.075 0 6
Accepted: Rejected:
## Grain Size Distribution Test Report

### Project Number & Description:
Renews Depot

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### Contractor:
Clarks Transport

### Date Sampled:
21-Jul-15

### Quarry Name:

### Stock Pile Crushed:
4.76

### Road Station:
4.76

### Sampled by:
Transportation & Works

### Sample #: 1

### Time:
2.00

### Tested by:
Stewart

### Checked by:

### LAB No.:
M207-15

### Intended Use:

### Accepted:

### Rejected:

### Specified & % Pass:

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### Loss & % Pass:

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<th>Wt wash</th>
<th>Loss</th>
<th>Slug</th>
<th>Factor</th>
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<tr>
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<td>2</td>
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### Wt dry:
1742

### Wt wash:
1673

### Total:
464

---

**GOVERNMENT OF NEWFOUNDLAND AND LABRADOR**
**TRANSPORTATION AND WORKS**
**MATERIALS ENGINEERING**
## Grain Size Distribution Test Report

### WINTER SAND

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
<th>Percent Finer</th>
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<tbody>
<tr>
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<tr>
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<tr>
<td>0.075</td>
<td>0</td>
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<td>0.425</td>
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### Project Number & Description:
Renews depot

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Clarks Transport</th>
<th>Date Sampled: 21-Jul-15</th>
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<tbody>
<tr>
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<td>100 100</td>
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<tr>
<td>Remarks:</td>
<td></td>
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</tr>
<tr>
<td>Stock pile</td>
<td>Crushed:</td>
<td>4.76 70 95</td>
</tr>
<tr>
<td>Sampled by:</td>
<td>Transportation &amp; Works</td>
<td>Sample #: 2</td>
</tr>
<tr>
<td>Tested by:</td>
<td>Cook</td>
<td>0.420 5 25</td>
</tr>
<tr>
<td>LAB No.</td>
<td>M207-15</td>
<td>Intended Use 0.075 0 6</td>
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<tr>
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<td>Rejected:</td>
<td></td>
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<tr>
<td>Grain Size (mm)</td>
<td>Percent Finer</td>
<td>Grain Size (mm)</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------</td>
<td>----------------</td>
</tr>
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<td>0</td>
<td>0.425</td>
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<tr>
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<tr>
<td>3.15</td>
<td>100</td>
<td>0.425</td>
</tr>
</tbody>
</table>

**Sieve Wt Rtd % Rtd % Pass**

- **6.35**: 34 2.4 97.6
- **4.76**: 174 12.1 85.5
- **2.00**: 549 38.3 47.3
- **0.425**: 506 35.2 12.0
- **0.075**: 116 8.0 4.0

**Pan**: 6 4.0
**WL**: 51 4.0

**Total**: 1436 100.0

**Wt dry**: 1436
**Wt wash**: 1385

**Loss**: 51 2.00 176
**0.425**: 162

**Slug**: 377 0.075 37
**Pan**: 2
**Factor**: 3.122

**Total**: 377

**Project Number & Description:** Renews depot

**Contractor:** Clarks Transport
**Date Sampled:** 21-Jul-15
**Quarry Name:**
**Stock pile:** Crushed: 4.76
**Road Station:** 4.76
**Sample #:** 3
**Time:** 2.00
**Sampled by:** Transportation & Works
**Sample #:** 3
**Time:** 2.00
**Tested by:** Stewart
**Checked by:** 0.420
**M207-15**

**Accepted:** Rejected

**Specification**

- **6.35** 100 100
- **4.76** 70 95
- **2.00** 50 80
- **0.420** 5 25
- **0.075** 0 6

**Remarks:**

- GOVERNMENT OF NEWFOUNDLAND AND LABRADOR TRANSPORTATION AND WORKS MATERIALS ENGINEERING
- GRAIN SIZE DISTRIBUTION TEST REPORT

---

**Graph:**

- Title: WINTER SAND
- X-axis: Grain Size (mm)
- Y-axis: Percent Finer
- Data points and lines for different grain sizes and percent finer.
### GRAIN SIZE DISTRIBUTION TEST REPORT

**WINTER SAND**

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
<th>Percent Finer</th>
<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.075</td>
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<td>100</td>
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<tr>
<td>0.425</td>
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<td>2.00</td>
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<td>0</td>
<td>100</td>
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</tr>
<tr>
<td>6.35</td>
<td>85</td>
<td>100</td>
<td>0</td>
<td>100</td>
</tr>
</tbody>
</table>

**Wt dry** 1062  **Wt wash** 1035

- **Loss** 27  **Slug** 415  **Pan** 2  **Factor** 2.198  **Total** 415

---

**Contractor:** Clarks Transport  **Date Sampled:** 15-Jul-15

**Stock pile** Crushed  **Road Station:** 4.76  **Sample #:** 1  **Time:** N/A  **Checked by:** Jason Stewart  **LAB No.** M176-15  **Intended Use**

**Specification**

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
<th>Percent Finer</th>
<th>Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.075</td>
<td>0</td>
<td>10</td>
<td>0</td>
<td>100</td>
</tr>
<tr>
<td>0.425</td>
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<td>25</td>
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<td>100</td>
</tr>
<tr>
<td>2.00</td>
<td>50</td>
<td>80</td>
<td>0</td>
<td>100</td>
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<tr>
<td>4.76</td>
<td>70</td>
<td>95</td>
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</tr>
<tr>
<td>6.35</td>
<td>85</td>
<td>100</td>
<td>0</td>
<td>100</td>
</tr>
</tbody>
</table>

**Remarks:**

- Specification: 6.35 100 100

---

**Project Number & Description:** Renews Depot  **Depot Name:** Transportation & Works  **Transportation & Works Sample #:** N/A  **Checked by:** Jason Stewart  **M176-15 Intended Use**

- **Remarks:**
  - Specification: 6.35 100 100
### GRAIN SIZE DISTRIBUTION TEST REPORT

#### Grain Size Distribution

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
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</thead>
<tbody>
<tr>
<td>6.35</td>
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<td>Pan</td>
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<td>3.8</td>
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<tr>
<td>Total</td>
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</table>

- **Wt dry**: 1783
- **Wt wash**: 1720
- **Loss**: 63
- **-4.75**: 1445
- **0.075**: 36
- **Slug**: 324
- **Pan**: 1
- **Factor**: 4.460
- **Total**: 324

#### Project Number & Description:
Renews depot

<table>
<thead>
<tr>
<th>Contractor: Clarks Transport</th>
<th>Date Sampled: 15-Jul-15</th>
<th>Specification</th>
<th>Remarks:</th>
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</thead>
<tbody>
<tr>
<td>Pit Name: Crushed: Quarry Name:</td>
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<td>6.35</td>
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<tr>
<td>Stock pile: Crushed: Road Station:</td>
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<td>70</td>
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<td>Sampled by: Transportation &amp; Works</td>
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<tr>
<td>Tested by: Curtis Cook</td>
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<tr>
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<tr>
<td>Accepted: Rejected:</td>
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GOLDEN WAVE DISTRIBUTION TEST REPORT

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<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
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<tbody>
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<td>0.05</td>
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<td>5.00</td>
<td>50.0</td>
</tr>
<tr>
<td>0.425</td>
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<td>20.0</td>
<td>40.0</td>
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<td>20.0</td>
</tr>
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**Remarks:**

- Contractor: Clarks Transport
- Date Sampled: 15-Jul-15
- Quarry Name: Renews depot
- Specification | Remarks:
  - 6.35 | 100 | 100
  - 4.76 | 70 | 95
  - 2.00 | 50 | 80
  - 0.425 | 20 | 20
  - 0.075 | 0 | 0
- Pan: 2
- WL: 13
- Total: 655
- Wt dry: 655
- Wt wash: 642
- Loss: 13
- Slug: 554
- Factor: 1.000

**Project Number & Description:**
- GOVERNMENT OF NEWFOUNDLAND AND LABRADOR TRANSPORTATION AND WORKS MATERIALS ENGINEERING
- Project Number: M176-15
- Intended Use: Renews depot
- Checked by: Jason Stewart
- Sample #: 3
- Time: N/A
| 6.35 | 0  |
| 6.35 | 100|
| 4.76 | 100|
| 4.76 | 0  |
| 2   | 100|
| 2   | 0  |
| 0.425| 100|
| 0.425| 0  |
| 0.075| 100|
| 0.075| 0  |
**GRAIN SIZE DISTRIBUTION TEST REPORT**

**Grain Size (mm)**

<table>
<thead>
<tr>
<th>Grain Size</th>
<th>Wt dry</th>
<th>Wt wash</th>
<th>Loss</th>
<th>Slug</th>
<th>Factor</th>
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**WINTER SAND**

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<tr>
<th>Sieve</th>
<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
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<tr>
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**Project Number & Description:**

Renews Depot

**Contractor:** Clarks Transport  
**Date Sampled:** 6-Jul-15

<table>
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<tr>
<th>Specification</th>
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<td>4.76</td>
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<td>0.425</td>
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<td>Pan</td>
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**Stock pile**

<table>
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<tr>
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<th>Road Station</th>
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<td>4.76</td>
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<tr>
<td>95</td>
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**Sample by**

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<th>Transportation &amp; Works</th>
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<th>Time:</th>
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**Tested by**

<table>
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<th>Stewart</th>
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**LAB No.**

<table>
<thead>
<tr>
<th>M149-15</th>
<th>Intended Use</th>
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<tr>
<td>0.075</td>
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**Accepted:**

<p>| Rejected: |</p>
<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
<th>0.075</th>
<th>0.425</th>
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<tbody>
<tr>
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<td>0.50</td>
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<td>10.0</td>
<td>100</td>
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</table>

### WINTER SAND

<table>
<thead>
<tr>
<th>Sieve Wt</th>
<th>Wt Rtd</th>
<th>% Rtd</th>
<th>% Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.35</td>
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<td>1.9</td>
<td>98.1</td>
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</tr>
<tr>
<td>WL</td>
<td>21</td>
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</tr>
<tr>
<td>Total</td>
<td>1080</td>
<td>100.0</td>
<td></td>
</tr>
</tbody>
</table>

**Wt dry:** 1080  
**Wt wash:** 1059  
**Loss:** 21  
**Slug:** 506  
**Factor:** 1.840  

**Project Number & Description:** Renews depot

**Contractor:** Clarks Transport  
**Date Sampled:** 6-Jul-15  
**Quarry Name:**  
**Stock pile Crushed:**  
**Road Station:**  
**Sampled by:** Transportation & Works  
**Sample #:** 2  
**Time:** 2.00, 50, 80  
**Tested by:** Stewart  
**Checked by:** 0.420, 5, 25  
**LAB No.:** M149-15  
**Intended Use:**  
**Accept:** Rejected:  

**Specification** | 6.35 | 100 | 100
|-----------------|------|-----|-----|

**Remarks:**

**GOVERNMENT OF NEWFOUNDLAND AND LABRADOR**

**TRANSPORTATION AND WORKS**

**MATERIALS ENGINEERING**

**GRAIN SIZE DISTRIBUTION**

**TEST REPORT**
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TRANSPORTATION AND WORKS
MATERIALS ENGINEERING

GRAIN SIZE DISTRIBUTION
TEST REPORT

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
<th>Percent Finer</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.075</td>
<td>100</td>
</tr>
<tr>
<td>0.425</td>
<td>90</td>
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<tr>
<td>2.00</td>
<td>80</td>
</tr>
<tr>
<td>4.76</td>
<td>70</td>
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<tr>
<td>6.35</td>
<td>60</td>
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**WINTER SAND**

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
<th>Percent Finer</th>
</tr>
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<tbody>
<tr>
<td>0.075</td>
<td>0</td>
</tr>
<tr>
<td>0.50</td>
<td>10</td>
</tr>
<tr>
<td>1.00</td>
<td>20</td>
</tr>
<tr>
<td>1.50</td>
<td>30</td>
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</tr>
<tr>
<td>4.50</td>
<td>90</td>
</tr>
<tr>
<td>5.00</td>
<td>100</td>
</tr>
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</table>

**Sieve** | **Wt Rtd** | **% Rtd** | **% Pass**
--- | --- | --- | ---
6.35 | 20 | 1.5 | 98.5
4.76 | 117 | 8.7 | 89.8
2.00 | 512 | 38.1 | 51.7
0.425 | 559 | 41.6 | 10.1
0.075 | 104 | 7.7 | 2.4

**Pan** | **WL** | **Total**
--- | --- | ---
6 | 26 | 376

**Wt dry** | **1344**
**Wt wash** | **1318**
**Loss** | **26**

**Slug** | **376**
**Factor** | **3.141**

**Project Number & Description:** Renews depot

**Contractor:** Clarks Transport  
**Date Sampled:** 6-Jul-15

**Specification**

<table>
<thead>
<tr>
<th>Stock pile</th>
<th>Road Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed:</td>
<td>Renews depot</td>
</tr>
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</table>

**Sampled by:** Transportation & Works  
**Sample #:** 3  
**Time:**

**Tested by:** Stewart  
**Checked by:**

**LAB No.:** M149-15  
**Intended Use**

**Accepted:**  
**Rejected:**
| 6.35 | 0         |
| 6.35 | 100       |
| 4.76 | 100       |
| 4.76 | 0         |
| 2    | 100       |
| 2    | 0         |
| 0.425| 100       |
| 0.425| 0         |
| 0.075| 100       |
| 0.075| 0         |
### Grain Size Distribution Test Report

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<th>% Rtd</th>
<th>% Pass</th>
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<td>100.0</td>
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- **Wt dry**: 5015
- **Wt wash**: 4777
- **Loss**: 238
- **Slug**: 2490
- **Pan**: 448
- **Factor**: 5.56
- **Total**: 448

**Project Number & Description:** Tors Cove Depot

**Contractor:** Clarks Transport  **Date Sampled:** 6-Jul-15

**Pit Name:** Quarry Name: 25.4 100 100  **Specification**  **Remarks:**

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<th>Sampled by:</th>
<th>Sample #:</th>
<th>Time:</th>
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<th>Checked by:</th>
<th>LAB No:</th>
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<th>Accepted:</th>
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<td>J Stewart</td>
<td>1200</td>
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**Remarks:**
- Government of Newfoundland and Labrador Transportation and Works Materials Engineering
- Specification
- Project Number & Description
- Contractor
- Date Sampled
- Specification
- Remarks
- Stock pile
- Crushed
- Road Station
- Sampled by
- Sample #: 1
- Time: N\A
- Tested by
- Checked by
- LAB No: M149-15
- Intended Use
- Accepted
- Rejected

**Remarks:**
- 0.075 6 10
## GRAIN SIZE DISTRIBUTION TEST REPORT

### Project Number & Description:
- **Tors Cove Depot**

### Contractor:
- **Clarks Transport**

### Date Sampled:
- **6-Jul-15**

###Specification: 25.4 100 100

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<th>Grain Size (mm)</th>
<th>Percent Finer</th>
<th>Grain Size (mm)</th>
<th>Percent Finer</th>
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<th>Percent Finer</th>
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### Remarks:
- **GOVERNMENT OF NEWFOUNDLAND AND LABRADOR TRANSPORTATION AND WORKS MATERIALS ENGINEERING**

### Contractor:
- **J Stewart**

### Sampled:
- **Transportation and Work**

### Tested:
- **M149-15**

### Accepted:
- **0.075 100 6 10**
## Grain Size Distribution Test Report

### Grain Size (mm)

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<thead>
<tr>
<th>Grain Size (mm)</th>
<th>Percent Finer</th>
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<tbody>
<tr>
<td>0.075</td>
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<tr>
<td>0.100</td>
<td>90</td>
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### Project Number & Description:
- Tors Cove Depot

### Contractor:
- Clarks Transport

### Date Sampled:
- 6-Jul-15

### Specification

<table>
<thead>
<tr>
<th>Component</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>Wt dry</td>
<td>4771</td>
</tr>
<tr>
<td>Wt wash</td>
<td>4583</td>
</tr>
<tr>
<td>Loss</td>
<td>188</td>
</tr>
</tbody>
</table>

### Remarks:
- Maintenance 3

### Graphical Representation

#### Graphical Representation

- **Maintenance 3**

### General Information
- **Contractor:** Clarks Transport
- **Pit Name:** Crushed
- **Quarry Name:** Tors Cove Depot
- **Road Station:** 9.51
- **Sampled by:** Transportation and Works
- **Sample #:** 3
- **Time:** NA
- **Tested by:** J Stewart
- **Checked by:** M149-15
- **Intended Use:**
- **LAB No.:** M149-15
- **Accepted:** 0.075
- **Rejected:** 0.075

### Project Number & Description:
- Tors Cove Depot

### Contractor:
- Clarks Transport

### Date Sampled:
- 6-Jul-15

### Specification

<table>
<thead>
<tr>
<th>Component</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wt dry</td>
<td>4771</td>
</tr>
<tr>
<td>Wt wash</td>
<td>4583</td>
</tr>
<tr>
<td>Loss</td>
<td>188</td>
</tr>
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</table>

### Remarks:
- Maintenance 3

### Graphical Representation

- **Maintenance 3**

### General Information
- **Contractor:** Clarks Transport
- **Pit Name:** Crushed
- **Quarry Name:** Tors Cove Depot
- **Road Station:** 9.51
- **Sampled by:** Transportation and Works
- **Sample #:** 3
- **Time:** NA
- **Tested by:** J Stewart
- **Checked by:** M149-15
- **Intended Use:**
- **LAB No.:** M149-15
- **Accepted:** 0.075
- **Rejected:** 0.075
**Project Number & Description:** TORS COVE Depot

**Contractor:** Weir's Const Ltd.  
**Date Sampled:** 11-Jun-15  
**Quarry Name:** Foxtrap  
**Stock pile:** Crushed  
**Road Station:**  
**Sampled by:** Contractor  
**Sample #:** 1  
**Time:** 2.00  
**Tested by:** J.S  
**Checked by:**  
**LAB No.:** M091-15  
**Intended Use:**

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<tbody>
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**Wt %**

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**Loss**

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**Specifications**

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<th>Grainsize (mm)</th>
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<th>Contractor Sample #</th>
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**Intended Use:**

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</table>
### Grain Size Distribution Test Report

#### Project Number & Description:
**TORC COVE Depot**

#### Contractor:
Weir’s Const Ltd.

#### Date Sampled:
11-Jun-15

### Specification

<table>
<thead>
<tr>
<th>Grain Size (mm)</th>
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<td>Total</td>
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<td>889</td>
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#### Remarks:
- **Tested by:** J.S
- **Checked by:** 0.420 5 25
- **Lab No.:** M091-15
- **Intended Use:** Pan 1
- **Total:** 388

#### Project Details:
- **Stockpile Crushed:** 4.76
- **Road Station:** 70
- **Time:** 50
- **Sample #:** 2
- **Accepted:**
- **Rejected:**

#### WINTER SAND

<table>
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<tr>
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<th>% Rtd</th>
<th>% Pass</th>
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<tbody>
<tr>
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#### Percent Finer Grain Size

- **Wt Rtd:** 6.35 30 4.76 73 2.00 294 0.425 334 0.075 156 2 2 0 0.425 100 0.075 100

- **Loss:** 28
- **SLUG:** 388
- **Factor:** 2.026

#### Contractor Sample #:
J.S

#### M091-15

**Grain Size Distribution Chart**

---

**Government of Newfoundland and Labrador**

**Transportation and Works**

**Materials Engineering**

**Newfoundland Labrador**
**GRAIN SIZE DISTRIBUTION TEST REPORT**

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<tr>
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<th>Rtd %</th>
<th>% Rtd</th>
<th>% Pass</th>
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- **Wt dry**: 849
- **Wt wash**: 827
- **Loss**: 22
- **Slug**: 330
- **Factor**: 2.121
- **Total**: 330

**Specifications**

<table>
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<th>Remarks</th>
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<td>-4.75</td>
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<tr>
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**Remarks**

- **Project Number & Description**: TORS COVE Depot
- **Contractor**: Weir’s Const Ltd.
- **Date Sampled**: 11-Jun-15
- **Stock pile**: Crushed
- **Quarry Name**: Foxtrap
- **Stock pile**: Crushed
- **Road Station**: 4.76 70 95 683-6426
- **Sampled by**: Contractor
- **Sample #:**: 3
- **Sample #:**: 3
- **Time**: 2.00 50 80
- **Tested by**: J.S
- **Checked by**: 0.420 5 25
- **LAB No.**: M091-15
- **Intended Use**: 0.075 0 6
- **Accepted**:
- **Rejected**: Wayne Dillon
## GRAIN SIZE DISTRIBUTION TEST REPORT

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### WINTER SAND

- **Percent Finer by Weight**
  - 90
  - 80
  - 70
  - 60
  - 50
  - 40

- **Percent Coarser by Weight**
  - 10
  - 20
  - 30
  - 40
  - 50
  - 60

**Government of Newfoundland and Labrador**

**Department of Transportation and Works**

**Materials Engineering Division**
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PROJECT NUMBER: Tor's Cove Unit 303
PROJECT NAME: 
CONTRACTOR: Weir's
SOURCE NAME: Foxtrap
SOURCE LOCATION:
SAMPLE NUMBER: M-145-15
STATION NUMBER:
COMMENTS: 
DATE TESTED: 9-Jul
DATE SAMPLED: 9-Jul
TIME: 
SOURCE LOCATION: 
TESTED BY: BK
SAMPLED BY: TW

#4
Washed Loss: 14
O.D. WT. (dry): 613
O.D. WT. (washed): 599
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION AND WORKS
MATERIALS ENGINEERING DIVISION

GRAIN SIZE DISTRIBUTION TEST REPORT

WINTER SAND

U.S. STANDARD SIEVE

PERCENT FINER BY WEIGHT

PERCENT COARSER BY WEIGHT

GRAIN SIZE mm

0.075

0.149

0.250

0.297

0.425

0.595

1.41

2.00

4.76

6.35

9.51

12.7

19.0

25.4

50.4

76.1

PERCENT COARSER BY WEIGHT

10

20

30

40

50

60

70

80

90
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wash loss 22

743 100.0

**PROJECT NUMBER**: Tor's Cove Unit 303

**PROJECT NAME**: 

**SAMPLED BY**: TW

**CONTRACTOR**: Weir's

**DATE SAMPLED**: 9-Jul

**SOURCE NAME**: Foxtrap

**DATE TESTED**: 9-Jul

**SOURCE LOCATION**: 

**TESTED BY**: BK

**SAMPLE NUMBER**: M-145-15

**TIME**: 

**STATION NUMBER**: 

**COMMENTS**: #5

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**GRAIN SIZE DISTRIBUTION TEST REPORT**

**WINTER SAND**
PROJECT NUMBER: Tor's Cove Unit 303

PROJECT NAME: 

SAMPLING BY: TW

CONTRACTOR: Weir's
DATE SAMPLED: 9-Jul

SOURCE NAME: Foxtrap
DATE TESTED: 9-Jul

SOURCE LOCATION: 

TESTED BY: BK

SAMPLE NUMBER: M-145-15
TIME: 

STATION NUMBER: 

COMMENTS: #6

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GRAIN SIZE DISTRIBUTION
TEST REPORT

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| Wt dry        | 3570  |
| Wt wash       | 3370  |
| Loss          | 200   |

Wt dry 3570
Wt wash 3370
Loss 200

Project Number & Description: Tors Cove
Contractor: Clarks Trucking
Date Sampled: N/A
Pit Name: Tors Cove
Quarry Name: TCH Quarry
Stock pile Crushed: 9.51
Road Station: 55
Time: 80
Sampled by: Contractor
Sample #: 1
Tested by: Terry Brett
Checked by: 4.76
1.200
0.300
0.075
Accepted: 100%
Rejected:

Specification
25.4 100 100 Proposed MG 3 For
Remarks:
Tors Cove Depot
100% crushed

Governed by: Government of Newfoundland and Labrador
Transportation and Works
Materials Engineering
Grain Size Distribution Test Report

Terry Brett Checked by: 100%
Clarks Trucking
M293-15
Intended Use
Labor No. 0.1 0.5 5.0 60 70 80 90 100
Percent Finer
Grain Size (mm)
### FINAL May 31 2017 - Tender Award Winter Salt

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<th>Item No.</th>
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<th>Unit Price</th>
<th>Low Bidder</th>
<th>Total Cost</th>
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### FINAL May 31 2017 - Tender Award Winter Sand

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Total Cost Salt and Sand: **$5,614,177.00**
## SALT AND SAND - AVALON REGION 2016-17

### FINAL May 24 2016 - Tender Award Winter Salt

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### FINAL May 24 2016 - Tender Award Winter Sand

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Total Cost Salt and Sand: $5,120,149.00
### FINAL June 15 2015 - Tender Award Winter Salt

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### TOTAL

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Total Cost Salt and Sand: $6,352,178.00
Winter Sand Awards 2016‐2017
Item

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28‐16 PHM
28‐16 PHM
28‐16 PHM
28‐16 PHM
28‐16 PHM
28‐16 PHM
28‐16 PHM
28‐16 PHM
28‐16 PHM
28‐16 PHM
28‐16 PHM

No.
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2
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7
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9
10
11
12

WHITE HILLS
ST. JOSEPHS
PLACENTIA
WHITBOURNE
BAY ROBERTS
HEARTS CONTENT
AVONDALE
LOWER ISLAND COVE
TORS COVE
TREPASSEY
ST. BRIDES
RENEWS

Cubic Metres
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1300
1800
3800
3200
1800
2500
1400
1100
1100
1400

29‐16 PHM
29‐16 PHM
29‐16 PHM
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29‐16 PHM
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29‐16 PHM
29‐16 PHM
29‐16 PHM
29‐16 PHM

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12

AMHERST COVE
PORT REXTON
LETHBRIDGE
SOUTHERN BAY
CLARENVILLE
GOOBIES
BELLEVUE
BLACK BROOK
BOAT HR JCT
GRAND BANK
EASTPORT
TERRENCEVILLE JCT.

2700
1800
1900
1100
1900
3400
1600
2100
3200
1300
1600
1800

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30‐16 PHM

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9
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SPRINGDALE
NORTHERN ARM
ROBERTS ARM
BAIE VERTE
LA SCIE
LEWISPORTE
NEW WORLD ISLAND
MILLTOWN
LUMSDEN
POOLS COVE

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4600
4600
2300
1700
3000
2700
2000

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$ 42.06
$ 49.20

Low

Total

218

Requestor /
Approver

PO #

Account Centre/Distribution

Bidder
Weirs Construction
Weirs Construction
Edward Collins
Weirs Construction
Sparkes Trucking
Sparkes Trucking
Weirs Construction
G & R Trucking
Clarkes Trucking
Southern Construction
MJ Hickey Construction
Clarkes Trucking

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Christian Morris

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Hayward Porter
Hayward Porter
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Sparkes Trucking
Nortech Construction
Dean Clarke
Brenton Investments
G & R Contracting
Dean Clarke

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J & J Paving
P & B Trucking
J & J Paving
J & J Paving
J & J Paving
P & B Trucking
P & B Trucking
Dynamic Construction
Dynamic Construction
P & B Trucking

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Department of Transportation and Works
Project 09-17PHM - Maintenance Grade III - Avalon - May 19, 2017
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<td>4</td>
<td>Springfield Pit</td>
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<td>5</td>
<td>Birch Hills</td>
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<td>6</td>
<td>Whitbourne</td>
<td>1,000</td>
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<td>7</td>
<td>Lower Island Cove (Flambro Head) / Hearts Content</td>
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<td></td>
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<td>8</td>
<td>Springdale</td>
<td>2,000</td>
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<td>9</td>
<td>Pools Cove</td>
<td>2,000</td>
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<td>10</td>
<td>Lewisporte</td>
<td>1,000</td>
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<td>11</td>
<td>Flatwater Pit (Baie Verte)</td>
<td>2,000</td>
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Avalon Region: $281,350.00
Central Region: $230,160.00
AGREEMENT AND DISPOSITION OF TIED BIDS

THIS AGREEMENT was made in the City of St. John's, in the Province of Newfoundland and Labrador, on May 24, 2017.

We, (A) Weir's Construction Ltd and (B) Clarke's Trucking & Graving Ltd agree (for consideration mutually exchanged the receipt and sufficiency of which is hereby acknowledged) that we are tied as preferred bidder on Project No. 009-17 PM 44-Freetap and covenant and agree to select a winner, to be known and acknowledged as the sole preferred bidder, by a coin toss to be carried out by representatives of Tendering and Contracts. In signing below the parties hereto agree to be bound by the result of that coin toss.

AND each of the above noted parties, A and B, hereby specifically waive against, release and discharge the Department of Transportation and Works and its principals and any successors thereof from any claim arising from the winner of the coin toss being treated as the sole preferred bidder under this Contract. The parties, A and B, agree that no review of this result shall be made to any Court or tribunal.

AND for their part, the Department of Transportation and Works, its principals and successors agree to be bound by the result of the coin toss herein.

SIGNED, SEALED AND DELIVERED by the parties hereto on the day and year first before written.

[Signature]

Witness: s.40(1)

[Signature]

Witness

[Signature]

Winner: s.40(1)

[Signature]

For: (A) (Weirs)

[Signature]

For: (B) (Clarke's)

[Signature]

(Weirs)
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<th>Supplier No.</th>
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<td>0031585847</td>
<td>11-SEP-15 O'Keefe, J</td>
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</table>

**F.O.B:**

DESTINATION

**Requestor:**

Smith, Kathy

**Contact:**

---

**IMPORTANT:** Document valid ONLY if NAME and DATE are present in “Authorized By” section.

**AUTHORIZED BY:** Morris, C  
**DATE:** 11-SEP-15  
**TOTAL:** $24,600.00

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<td>PROJECT # 14-15 FHM ($24.60</td>
<td></td>
<td>PER CUBIC METRE)</td>
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***End of Document***
**Government of Newfoundland and Labrador**

**Government Purchasing Agency**

30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

**TO:** CONCORD PAVING LIMITED
PO Box 779
Carbonear, NL
A1Y 1C3
Canada

**BILL TO:** Department of Finance
Corporate Financial Services
657 Topsail Road
St. John's, NL A1E 2E3
Canada

<table>
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<th>Customer No.</th>
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<td>0031157217</td>
<td>11-SEP-15 O'Keefe, J</td>
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**F.O.B:**
DESTINATION

**Requestor:**
Smith, Kathy

**IMPORTANT:** Document valid ONLY if NAME and DATE are present in "Authorized By" section.

**AUTHORIZED BY:** Morris, C
**DATE:** 11-SEP-15
**TOTAL:** $87,000.00

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<td>43.50</td>
<td>87,000.00</td>
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115011754 MG3 Lower Island Cove

***End of Document***
Government of Newfoundland and Labrador  
Government Purchasing Agency  
30 Strawberry Marsh Rd.  
St. John's, NL  
A1B 4R4

**TO:** WEIR'S CONSTRUCTION LIMITED  
PO Box 14091, Station Manuels  
Conception Bay South, NL  
A1W 3J1  
Canada

**BILL TO:** Department of Finance  
Corporate Financial Services  
657 Topsail Road  
St John's, NL A1E 2E3  
Canada

<table>
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**F.O.B:** DESTINATION  
Requestor: Smith, Kathy  
Contact:

**IMPORTANT:** Document valid ONLY if NAME and DATE are present in "Authorized By" section.

**AUTHORIZED BY:** Morris, C  
**DATE:** 11-SEP-15  
**TOTAL:** $25,500.00

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<td>1</td>
<td>MG111 FOR FOXTRAP, PROJECT # 14-15 PHM ($17.00 PER CUBIC METRE)</td>
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<td>1500 CUBIC METRE</td>
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***End of Document***
Government of Newfoundland and Labrador
Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

TO: FARRELL'S EXCAVATING LTD
PO Box 909
Mount Pearl, NL
A1N 3C8
Canada

BILL TO: Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

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F.O.B:
DESTINATION

Requestor:
Smith, Kathy

Contact:

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

Authorized By: Morris, C
Date: 11-SEP-15
Total: $43,500.00

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<td>1500 CUBIC</td>
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***End of Document***
Government of Newfoundland and Labrador
Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

TO: CLARKE'S TRUCKING & EXCAVATING LIMITED
163 Paradise Road
Paradise, NL
A1L 2Y1
Canada

BILL TO: Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

Customer No.  Supplier No.  Ordered / Buyer  Revised / Buyer
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0031585847  230  11-SEP-15 O'Keefe, J

F.O.B: DESTINATION  Requestor: Smith, Kathy  Contact:

**IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.**

**AUTHORIZED BY:** Morris, C  **DATE:** 11-SEP-15  **TOTAL:** $24,650.00

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<td>METRE</td>
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115011754  MG3 - Tors Cove

***End of Document***
Government of Newfoundland and Labrador
Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

TO:  DAWES CONCRETE PRODUCTS LTD
     P O Box 280
     Bay Roberts, NL
     A0A 1G0
     Canada

BILL TO:  Department of Finance
          Corporate Financial Services
          657 Topsail Road
          St John's, NL A1E 2E3
          Canada

Customer No.  Supplier No.  Ordered / Buyer  Revised / Buyer
0031005382  11-SEP-15 O'Keefe, J

F.O.B:  DESTINATION
Requestor:  Smith, Kathy

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY:  Morris, C  DATE:  11-SEP-15  TOTAL:  $45,200.00

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***End of Document***
Government of Newfoundland and Labrador
Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's, NL
A1B 4R4

TO: CLIFFORD COOPER CONSTRUCTION LIMITED
    General Delivery
    Old Shop, NL
    A0B 2W0
    Canada

BILL TO: Department of Finance
        Corporate Financial Services
        657 Topsail Road
        St John's, NL A1E 2E3
        Canada

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Customer No.  Supplier No.  Ordered / Buyer  Revised / Buyer
0031565468      11-SEP-15 O'Keefe, J

F.O.B: DESTINATION
Requestor: Smith, Kathy
Contact:

IMPORTANT: Document valid ONLY if NAME and DATE are present in “Authorized By” section.

AUTHORIZED BY: Morris, C  DATE: 11-SEP-15  TOTAL: $30,900.00

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<th>Line No.</th>
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<tr>
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***End of Document***
CONTRACTOR

PLEASE NOTE THE FOLLOWING

1. Liquidated Damages will apply to this contract – Please see SGC # 9 for details.

2. **15% Bid Security** is required for each location. Please see SGC # 3 and #24 for details.
Clifford Cooper Construction Ltd
Old Shop
Trinity Bay, NL
A0B 2W0

Dear Sir:

Re: #014-15PHM #6 – Whitbourne Depot - Supply & Stockpile MGIII at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL

I am pleased to inform you that your tender for the above noted project in the amount of $30,900.00 (HST excluded) for 1,000 m$^3$ has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

[Signature]

Lori Anne Companion
Deputy Minister

cc: Regional Director
    Director OH&S
    Accounts
    Denise Hanlon
    Paula Manning
Concord Paving Ltd  
P.O. Box 779  
Cabot Narrows, NL  
A1Y 1C3

Dear Sir:

Re: #014-15PHM #7 – Flambro Head (Lower Island Cove) & Hearts Content Depot - Supply & Stockpile MGIII at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL

I am pleased to inform you that your tender for the above noted project in the amount of $87,000.00 (HST excluded) for 2,000 m³ has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John's, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department's Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,


Lori Anne Companion  
Deputy Minister

cc: Regional Director  
    Director OH&S  
    Accounts  
    Denise Hanlon  
    Paula Manning
Clarke’s Trucking & Excavating Ltd
163 Paradise Rd
Paradise, NL
A1L 2Y1

Dear Sir:

Re: #014-15PHM #5 – Birch Hills - Supply & Stockpile MG III at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL

I am pleased to inform you that your tender for the above noted project in the amount of $24,600.00 (HST excluded) for 1,000 m³ has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

[Signature]

Lori Anne Companion
Deputy Minister

cc: Regional Director
    Director OH&S
    Accounts
    Denise Hanlon
    Paula Manning
June 17, 2015

Dawes Concrete Products Ltd
P.O. Box 280
Bay Roberts, NL
A0A 1A0

Dear Sir:

Re: #014-15PHM #4 – Springfield Pit - Supply & Stockpile MGIII at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL

I am pleased to inform you that your tender for the above noted project in the amount of $45,200.00 (HST excluded) for 2,000 m³ has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

Lori Anne Companion
Deputy Minister

cc: Regional Director
Director OH&S
Accounts
Denise Hanlon
Paula Manning
Clarke's Trucking & Excavating Ltd
163 Paradise Rd
Paradise, NL
A1L 2Y1

Dear Sir:

Re: #014-15PHM #2 – Tors Cove Depot - Supply & Stockpile MGIII at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL

I am pleased to inform you that your tender for the above noted project in the amount of $24,650.00 (HST excluded) for 1,000 m³ has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John's, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department's Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

[Signature]

Lori Anne Companion
Deputy Minister

cc: Regional Director
    Director OH&S
    Accounts
    Denise Hanlon
    Paula Manning
June 17, 2015

Farrell’s Excavating Ltd
P.O. Box 909
Mount Pearl, NL
A1N 3C8

Dear Sir:

Re: #014-15PHM #3 – St Joseph’s Depot - Supply & Stockpile MGIII at Various Locations in the Avalon and Central Regions of the Department of Transportation & Works, NL

I am pleased to inform you that your tender for the above noted project in the amount of $43,500.00 (HST excluded) has been accepted. We are exercising clause SGC 15 subsection H of the specifications thereby decreasing the amount of MG III ordered by 450 m$^3$, therefore the revised award is in the amount of $30,450.00 (HST Excluded) for a total amount ordered of 1050 m$^3$. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with the specified bonding, a letter of good standing under the Certificate of Recognition program from the Newfoundland & Labrador Construction Safety Association and a Certificate of Clearance from the Workplace Health, Safety & Compensation Commission to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the bonding, insurances and letters from NLCSA & WHSCC are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.

In the meantime, please contact our Regional Director, Garry Spencer, at (709) 729-2382, Department of Transportation & Works, Avalon, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Yours truly,

Lori Anne Companion
Deputy Minister

cc: Regional Director
Director OH&S
Accounts
Denise Hanlon
Paula Manning
PROJECT NAME

Supply and Stockpile Winter Sand at Various locations in the Avalon Region of the Department of Transportation and Works, NL

CONTRACTOR________________________________________________________
CONTRACTOR

PLEASE NOTE THE FOLLOWING

1. Liquidated Damages will apply to this contract – Please see SGC # 9 for details.

2. **15% Bid Security** is required for each location. If contractors are bidding on more than one item, they can submit one Bid Security for the Total Tendered Amount. Please see SGC # 3 and #24 for details.
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<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
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<tbody>
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<td>Project Title and Contents</td>
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<td>2</td>
<td>Tender Amendment Form</td>
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<td>3</td>
<td>Notice to Bidders</td>
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<td>Declaration of Sub-Contractors Form</td>
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<td>Construction Schedule Form</td>
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<td>General Conditions</td>
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<td>12</td>
<td>Form of Agreement</td>
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</table>

# LIST OF PROJECT PLANS
Supply and Stockpile Winter Sand at Various locations in the Avalon Region of the Department of Transportation and Works, NL

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.

### UNIT PRICE CHANGES

<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>TENDER ITEM DESCRIPTION</th>
<th>PART</th>
<th>ESTIMATED QUANTITY</th>
<th>+ / -</th>
<th>* UNIT PRICE CHANGE</th>
<th>* TENDER AMOUNT CHANGE LESS H.S.T.</th>
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**FOR DEPARTMENT USE**

Total Change $

Revised total tender price as per addendum(s)

Do Not Include H.S.T. in bid prices

This will increase / decrease my total tender price (excluding 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:

Supply and Stockpile Winter Sand at Various locations in the Avalon Region of the Department of Transportation and Works, NL

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

FROM:

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 unit prices totalling the sum of ____________________

Please See Individual Unit Prices ($ N/A )

in lawful money of Canada which includes all prime costs, allowances, and Government sales or excise taxes, excluding HST, in force at this date, except as otherwise provided in the tender documents. PLEASE DO NOT INCLUDE HST IN BID PRICES – SEE SGC # 16

2. The Work shall be completed no later than the 15th day of September, 2017 unless otherwise noted in the Tender.

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 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 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.

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.
UNIT PRICE TABLE
MAINTENANCE

Contractors are to show their UNIT PRICE in numerals in the Unit Price column and written in the blank row below each item.

**Contractors may bid on one or more items of Winter Sand.**

SGC's apply to all locations unless otherwise indicated.

<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>1</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at White Hills</td>
<td>m³</td>
<td>2300</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Winter Sand to be stockpiled at the Department Depot at St. Joseph's</td>
<td>m³</td>
<td>2200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Winter Sand to be stockpiled at the Department's Depot at Placentia</td>
<td>m³</td>
<td>1300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Winter Sand to be stockpiled at the Department Depot at Whitbourne</td>
<td>m³</td>
<td>1800</td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at Bay Roberts</td>
<td>m³</td>
<td>4500</td>
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<tr>
<td>6</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at Heart's Content</td>
<td>m³</td>
<td>3000</td>
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<tr>
<td>7</td>
<td>Winter Sand to be stockpiled at the Department Depot at Avondale</td>
<td>m³</td>
<td>2400</td>
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</tbody>
</table>
UNIT PRICE TABLE
MAINTENANCE

Contractors are to show their UNIT PRICE in numerals in the Unit Price column and written in the blank row below each item.

Contractors may bid on one or more items of Winter Sand.

SGC’s apply to all locations unless otherwise indicated.

<table>
<thead>
<tr>
<th>No.</th>
<th>TENDER ITEM</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>8</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at Lower Island Cove (Flambro Head)</td>
<td>m³</td>
<td>2500</td>
<td></td>
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<tr>
<td>9</td>
<td>Winter Sand to be stockpiled at the Department Depot at Tors Cove</td>
<td>m³</td>
<td>1700</td>
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<tr>
<td>10</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at Trepassey</td>
<td>m³</td>
<td>1300</td>
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<tr>
<td>11</td>
<td>Winter Sand to be stockpiled at the Department Depot at St. Brides</td>
<td>m³</td>
<td>1100</td>
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<tr>
<td>12</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at Renews</td>
<td>m³</td>
<td>1600</td>
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<tr>
<td>13</td>
<td>Winter Sand to be stockpiled at the Town of Torbay's Storage Location at the Municipal Yard in Torbay - see SGC # 30</td>
<td>m³</td>
<td>1100</td>
<td></td>
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</tbody>
</table>
10. WE hereby acknowledge receipt of the following addenda:

   Addendum No.

   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

Address

Postal Code

Telephone #

Fax#

E-Mail

__________________________  __________________________
Witness          Signed

__________________________  __________________________
Witness          Name and Title (Print)

__________________________  __________________________
Witness          Date

__________________________  __________________________
Witness          Signed

__________________________  __________________________
Witness          Name and Title (Print)

__________________________  __________________________
Witness          Date

CORPORATE SEAL

12. PLEASE DO NOT WRITE IN THE AREA BELOW – FOR DEPARTMENT USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED

__________________________  __________________________
Signature          Date

__________________________  __________________________
Signature          Date

CONFIRMED ON BEHALF OF THE OWNER

__________________________  __________________________
Signature          Title

__________________________  __________________________
Signature          Title
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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CONTRACTOR
ADDRESS
DATE
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>
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<tbody>
<tr>
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<td>CRUSHING</td>
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<td>SUBGRADE</td>
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<td>PAVING</td>
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<td>STRUCTURE</td>
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</table>

CONTRACTOR
ADDRESS
DATE
CONSTRUCTION SCHEDULE FORM
APPENDIX ‘C’

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>WEEK</th>
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Project Name
Contractor
Address
Signature
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:
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 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 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 Y/M/D</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>
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<tr>
<td>A. BLASTING</td>
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<tr>
<td>B. PILE DRIVING OR CAISSON WORK</td>
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<tr>
<td>C. REMOVAL OR WEAKENING OF SUPPORT</td>
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<tr>
<td>2A. BUILDERS’ RISK “BROAD FORM” or 2B. INSTALLATION FLOATER “BROAD FORM” or 2C. PIERS, WHARVES, &amp; DOCKS RIDER</td>
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<td></td>
<td>100% Contract Value if Exceeds $25,000</td>
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<td>3. AUTOMOBILE LIABILITY INSURANCE</td>
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<td></td>
<td>$2,000,000 Minimum</td>
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<tr>
<td>4. AIRCRAFT and/or WATER CRAFT LIABILITY INSURANCE</td>
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<td></td>
<td>Not required</td>
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<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 4/4th COLLISION LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Not required</td>
</tr>
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</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.
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 **FIFTEEN** percent (15%) 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 $15 000.00 ($100 000.00 x 15%), and an increase in the bid of $2 000.00 is submitted by telegram, fax, telex, or the like, then additional Bid Security of $300.00 ($2 000.00 x 15%) 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.

Supply and Stockpile Winter Sand at Various locations in the Avalon Region of the Department of Transportation and Works, NL

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](http://www.tw.gov.nl.ca/publications/specbook2011.pdf) and on the following pages:
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 work 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 for liquidated damages will be $300.00 per day for each day beyond the completion date specified. Days will include all days including Saturday, Sunday and holidays.

For contractors who submit 15% Security, if the work is not started prior to the completion date specified, the security deposit will be forfeited to the Department. In addition, the Contractor may be liable for the costs associated with re-tendering the Project and/or the increasing cost of awarding the project to subsequent bidders to get the work completed. Liquidated damages of $300.00 per day will be deducted from the 15% Bid Security.
For contractors who submit bonding as Security, the bonding company will be liable to ensure the work is completed as specified in the tender document. All costs associated with the Department’s damages to get the work completed shall be claimed from the bonding company. These liquidated damages may be substantial.

No bonus will be assessed for completing the project ahead of the given completion date. The Department reserves the right to deduct liquidated damages from any progress estimates before issuing payment to the contractor. The Department also reserves the right to invoice the contractor for any liquidated damages and to deduct any liquidated damages from payments and holdbacks.

10. DELETED
11. **DELETED**

12. **DELETED**

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. **DELETED**

15. **SPECIFICATION FOR WINTER SAND**

A. This specification covers the requirements for the supply, delivery and acceptance of winter sand. Please see Section 317 of the Department of Transportation and Works Specifications Book.

B. The sand shall be natural or manufactured from natural aggregates consisting of sound and durable predominately angular particles completely resistant to breakdown under traffic and freezing conditions. The sand particles shall be clean, hard and free from organic matter, clay and deleterious materials such as shale, salts, ochre and schists.

C. The sand for all items shall conform to the following gradation limits:

<table>
<thead>
<tr>
<th>SIEVE SIZE</th>
<th>% PASSING BY DRY WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.35 mm</td>
<td>100</td>
</tr>
<tr>
<td>4.76 mm</td>
<td>70 - 95</td>
</tr>
<tr>
<td>2.00 mm</td>
<td>50 - 80</td>
</tr>
<tr>
<td>0.420 mm</td>
<td>5 - 25</td>
</tr>
<tr>
<td>0.075 mm</td>
<td>0 - 6</td>
</tr>
</tbody>
</table>
NOTE: In excess of 2.0% of the material retained on the 6.35 mm sieve will be cause for rejection of the material.

The gradation shall not show marked fluctuations from opposite extremes of the limiting sizes and the plotted curve shall flow in a manner free from acute changes in direction.

D. The contractor shall notify the Regional Director of the Department of Transportation and Works not less than two (2) working days in advance of his commencement of operations in any and every material source. The purpose of this notification is to enable the Regional Director to determine the ability of the contractor to produce sand conforming to these specifications from the material source. The acceptance of the material source or of the contractors’ methods and operation shall not, in any way, have the effect or be deemed to have the effect, of approval or acceptance of the final product delivered to the Department.

E. The sand must be delivered to the Department’s storage area at the location(s) listed in the tender award.

F. Sand must be stockpiled by the contractor where directed by authorized Department personnel at the delivery location by building up in layers not exceeding one metre in thickness and finishing to a uniform cross section. Acceptance of sand delivered will be contingent on samples taken at the discretion of Department personnel being within the limits of the gradation and within all requirements of the specifications. The Department may, in writing, order the contractor to remove from the delivery location any or all sand not conforming to these specifications and such removal must be completed within five (5) days.

G. Contractors may tender on any location or on any number or combination of locations listed in this tender notice.

H. The unit price tendered will include all costs of provision of aggregate source, labour, equipment, equipment operation, transportation of personnel and equipment, transportation of sand to delivery location, stockpiling, insurance, overhead, profit and any and all costs incidental to the satisfactory completion of the contract. Payment will be made on the basis of volume as determined by Department personnel by the cross section method. In the event cross sections determine excess material has been placed in the stockpile, the Contractor has five (5) days after this determination is made to remove the sand if he so desires.
The owner reserves the right to then do a final cross section. Engineering costs to be free on first quantity measurement and charged to contractors for additional engineering quantity measurements.

I. By tendering the contractor agrees that the Department may increase or decrease the quantity of the order to the successful contractor by an amount not exceeding 50% of the quantity listed in the tender notice without adjustment of the price tendered. The Department also reserves the right to cancel any item in this tender.

J. Successful contractors are reminded that they must pay all royalties to the Department of Mines and Energy, as applicable.

K. Delivery may commence upon receipt of tender award and must be completed by **September 15, 2017** for all locations unless otherwise noted in the tender. **Contractors should note reference to Liquidated Damages in SGC # 9.**

L. The lowest or any tender not necessarily accepted.

M. If this work is to be done by a sub-contractor, the bidder must note same on the tender in the appropriate location. The use of a sub-contractor after the award of tender is only at the approval of the Department. Contractor’s using sub-contractor to do their producing must note same in Appendix B of the tender.

N. Contractors are advised that the use of a stacker will be permitted to stockpile the sand as an alternative to the method outlined in Section 310.10 of the Department’s Specification Book. Contractors using this method of stockpiling are also advised that the resulting stockpile shall be constructed in a shape meeting the approval of the Department’s representative. In all cases, the stockpile must be in a shape that can be cross-sectioned by the Department. Any required adjustment to the stockpile shall be undertaken by the Contractor before the stockpile is cross-sectioned.

16. **HST**

Contractors are advised of the following:

The Contractor is advised that Government is not exempt from the Harmonized Sales Tax (H.S.T.). Transportation and Works will pay H.S.T. to the Contractor at the time of invoicing. **DO NOT INCLUDE H.S.T. IN BID PRICES**
17. **ENVIRONMENTAL REQUIREMENTS**

Contractors should note that all aspects of General Environmental Requirements as stated in Division 8 of the Department of Transportation and Works Specifications Book apply to this contract.

18. **PROPERTY INSURANCE**

Contractors are advised General Condition #27 - Property Insurance - is not required for this project.

19. **TENDER AWARD**

Contractors should note Tenders will be awarded on an individual unit basis.

20. **WINTER SAND - UNACCEPTABLE SOURCES**

Contractors are advised that sand sources in the following areas/locations will NOT be accepted:

1) No Source from LaManche Pit on the Avalon Peninsula will be accepted.
2) Sand Sources in the Dump Road Pit near Lower Island Cove are not acceptable.
3) No Source on the Bonavista Peninsula will be accepted.
4) The pit source near Eastport is owned by the Department of Transportation and Works and is not to be used in this tender.
5) Sand sources in the Hammond Farm area near Little Rapids for Wild Cove, Corner Brook and Deer Lake are not acceptable even though the winter sand gradation may meet specifications.
6) Sand sources in the Besaws Pit area in Three Rock Cove area on the Port au Port Peninsula will not be accepted.
7) No source from the Quarry at Sally’s Cove, Route 430, north of Rocky Harbour will be accepted.
8) No source from the Corner Brook Pond Quarry, located approximately 2 km on Pollard’s Point Road from Route 420 and 1 km in on Corner Brook Pond Road will be accepted.
9) No source from the Department’s Pit at Hampden, located approximately 6 km from the intersection of Route 420 on Route 421 will be accepted.
21. **BIDDING SECURITY**

Contractors should note that the 15% Tender Security will be retained by the Department until total performance is certified by the Regional Director.

22. **AGREEMENT**

All conditions of the Agreement hereto attached shall apply to this Contract.

23. **CERTIFICATE OF RECOGNITION**

The Contractor and all Subcontractors 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.

Upon request by the Owner, at any time during the term of the Contract, the Contractor shall provide evidence of then continuing compliance with the Certificate of Recognition Program by the Contractor and any and all of the Contractor's Sub-Contractors.

The Contractor's Safety Plan and the Safety Plan of all of the Contractor's Subcontractors must also be submitted to the Department before the commencement of any work.

Should the Contractor not be in good standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association within 14 days of award of the Contract or fail to maintain such good standing during the term of the Contract or permit a Subcontractor of that Contractor to do work while that Subcontractor is not in such good standing, then the Contractor's Contract may be terminated in accordance with the terms and conditions of the Contract.

24. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

The Contractor is to provide and maintain Comprehensive General Liability Insurance as per General Condition No. 26 for the minimum limit of Two Million Dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and provide and maintain liability insurance in respect of owned licensed vehicles for a minimum limit of $2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
25. **TENDER SURETY AND BONDING**

As stated in SGC # 3 "All tenders, regardless of monetary value, require a Bid Security of at least **fifteen percent (15%)** 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."

- Bidders are advised that a bid bond, certified cheque, bank draft or money order will be accepted as a bid security as outlined in SGC3.(a)
- Bidders who use a bid bond as a bid security will be required to supply a performance bond as outlined in SGC3.(b). Bidders who use a certified cheque, bank draft or money order as a bid security will not require additional security. The bidding security of the successful bidder will be retained as a performance security for the duration of the contract.
- Labour & materials security will NOT be required on this contract

26. **OVER WEIGHT TRUCKING**

Bidders are advised that this contract will be monitored by the Department of Transportation and Works and the Department of Government Services & Lands, Motor Registration Division for compliance to legal weights. Over weight deliveries will not be accepted by the Department as well as notification will be given to Motor Registration Division to monitor deliveries as they see fit.

27. **INVOICES AND PAYMENTS**

Invoices to be sent to the Regional Director as follows:

Items 1 to 12:

Avalon Region:
Mr. Garry Spencer,
Regional Director
Dept. of Transportation & Works
1170 Harding Road, White Hills
PO Box 12301
St. John’s, NL
A1A 5G6
28. **TENDER VALIDITY PERIOD**

Contractors are advised that the tender validity period has been increased from 30 days to 60 days after the Tender Closing Date.

29. **DEPARTMENT OF TRANSPORTATION AND WORKS SAFE WORK PROCEDURE AND OCCUPATIONAL HEALTH AND SAFETY MANUAL**


30. **WINTER SAND FOR THE TOWN OF TORBAY Item # 13 of the Unit Price Table**

1,100 m3 of Winter Sand to be stockpiled at the Town of Torbay’s storage location at the Municipal Yard, Torbay. Purchase Order to be issued from and Invoice to be issued to: Town of Torbay, 1268 Torbay Road, PO Box 1160, Torbay, NL A1K 1K4. For further information on the Winter Sand for Torbay, please contact Supervisor of Operations and Public Works, Tel: 709-437-6532 Ext321, Fax 709-437-1309. Contractors who bid Item # 13 should note that this item, regardless of monetary value, requires an Individual Bid Security of at least fifteen percent (15%) of the total tendered amount for this location, 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/made payable to the Town of Torbay. All reference to “Department” in SGC # 19 shall also include the Town of Torbay.
UNIT PRICE TABLE

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INSTRUCTION TO BIDDERS

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<td>9. Use of Bid Depository</td>
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<td>10. Acceptance of Tender</td>
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</tbody>
</table>
INSTRUCTIONS TO BIDDERS

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 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 initialled 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.
# GENERAL CONDITIONS OF UNIT PRICE CONTRACT

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GENERAL CONDITIONS OF UNIT PRICE CONTRACT

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 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 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 or 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 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 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 GC8 - 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 prejudices 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 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 he 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
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 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.

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 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 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 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, 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 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 transplant 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 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 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 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 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 8 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 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 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 fulfilment 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 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 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 satisfactory 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.
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 wherever 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.
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.
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 __________ day of __________ in the year two thousand-seventeen.

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.

hereinafter called the "Owner"

AND X

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 NO. XX-17XXX (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 __________ day of __________ 2017 and substantially perform the Work of this Contract as certified by the Engineer by the __________th day of __________, 2017.

(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 xxx ($x) (including HST) in 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:

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

The Engineer at: X, Regional Director, x

ARTICLE A-6 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:

<table>
<thead>
<tr>
<th>OWNER</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transportation and Works</td>
<td>Name and Title (Print)</td>
</tr>
<tr>
<td>Tracy King, Deputy Minister Date</td>
<td>Signed Date</td>
</tr>
<tr>
<td></td>
<td>Name and Title</td>
</tr>
<tr>
<td></td>
<td>Signed Date</td>
</tr>
<tr>
<td></td>
<td>Name and Title</td>
</tr>
</tbody>
</table>

CORPORATE SEAL
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.
TRANSPORTATION AND WORKS

TENDER BOOK

PROJECT NO. 28-16PHM

Noon: May 24, 2016

PROJECT NAME

Supply and Stockpile Winter Sand at Various locations in the Avalon Region of the Department of Transportation and Works, NL

CONTRACTOR

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
CONTRACTOR

PLEASE NOTE THE FOLLOWING

1. Liquidated Damages will apply to this contract – Please see SGC # 9 for details.

2. **15% Bid Security** is required for each location. Please see SGC # 3 and #24 for details.
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Project Title and Contents</td>
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<tr>
<td>2</td>
<td>Tender Amendment Form</td>
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<td>3</td>
<td>Notice to Bidders</td>
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<td>4</td>
<td>Tender Form</td>
</tr>
<tr>
<td>5</td>
<td>Distribution of Quantities Form</td>
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<td>6</td>
<td>Declaration of Equipment Form</td>
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<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>
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<td>10</td>
<td>Instructions to Bidders</td>
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<tr>
<td>11</td>
<td>General Conditions</td>
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<tr>
<td>12</td>
<td>Form of Agreement</td>
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</tbody>
</table>

LIST OF PROJECT PLANS
Supply and Stockpile Winter Sand at Various locations in the Avalon Region of the Department of Transportation and Works, NL

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.

### UNIT PRICE CHANGES

<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>TENDER ITEM DESCRIPTION</th>
<th>PART</th>
<th>ESTIMATED QUANTITY</th>
<th>+ / -</th>
<th>* UNIT PRICE CHANGE</th>
<th>*TENDER AMOUNT CHANGE LESS H.S.T.</th>
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</tbody>
</table>

FOR DEPARTMENT USE

$  

Revised total tender price as per addendum(s)

This will increase / decrease my total tender price (excluding 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:

Supply and Stockpile Winter Sand at Various locations in the Avalon Region of the Department of Transportation and Works, NL

To:       Deputy Minister
c/o Tendering and Contracts
Dept. of Transportation & Works
Ground Floor-West Wing, Confederation Building, East Block
P.O. Box 8700, St. John’s, NL A1B 4J6

FROM:

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 list 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 unit prices totalling the sum of_______________________________ Please See Individual Unit Prices ($ N/A ).

in lawful money of Canada which includes all prime costs, allowances, and Government sales or excise taxes, excluding HST, in force at this date, except as otherwise provided in the tender documents. PLEASE DO NOT INCLUDE HST IN BID PRICES – SEE SGC # 16

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 completed no later than the 16th day of September, 2016 unless otherwise noted in the Tender.

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 licensed to carry on such a business in the Province of Newfoundland and Labrador or
(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 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 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.

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>1</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at White Hills</td>
<td>m³</td>
<td>3100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Winter Sand to be stockpiled at the Department Depot at St. Joseph's</td>
<td>m³</td>
<td>1700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Winter Sand to be stockpiled at the Department's Depot at Placentia</td>
<td>m³</td>
<td>1300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Winter Sand to be stockpiled at the Department Depot at Whitbourne</td>
<td>m³</td>
<td>1800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at Bay Roberts</td>
<td>m³</td>
<td>3800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at Heart's Content</td>
<td>m³</td>
<td>3200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Winter Sand to be stockpiled at the Department Depot at Avondale</td>
<td>m³</td>
<td>1800</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
UNIT PRICE TABLE
MAINTENANCE

Contractors are to show their UNIT PRICE in numerals in the Unit Price column and written in the blank row below each item.

Contractors may bid on one or more items of Winter Sand.
SGC's apply to all locations unless otherwise indicated.

<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>8</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at Lower Island Cove (Flambro Head)</td>
<td>m³</td>
<td>2500</td>
<td></td>
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<tr>
<td>9</td>
<td>Winter Sand to be stockpiled at the Department Depot at Tors Cove</td>
<td>m³</td>
<td>1400</td>
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<tr>
<td>10</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at Trepassey</td>
<td>m³</td>
<td>1100</td>
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</tr>
<tr>
<td>11</td>
<td>Winter Sand to be stockpiled at the Department Depot at St. Brides</td>
<td>m³</td>
<td>1100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Winter Sand to be stockpiled at the Department's Storage Location at Renews</td>
<td>m³</td>
<td>1400</td>
<td></td>
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<tr>
<td>13</td>
<td>Winter Sand to be stockpiled at the Town of Torbay's Storage Location at the Municipal Yard in Torbay - see SGC # 30</td>
<td>m³</td>
<td>1100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
10. WE hereby acknowledge receipt of the following addenda:

Addendum No.

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.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Postal Code</th>
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<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone #</td>
<td>Fax#</td>
</tr>
<tr>
<td>Witness</td>
<td>Signed</td>
</tr>
<tr>
<td>Name and Title (Print)</td>
<td>Date</td>
</tr>
<tr>
<td>Witness</td>
<td>Signed</td>
</tr>
<tr>
<td>Name and Title (Print)</td>
<td>Date</td>
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</tbody>
</table>

**CORPORATE SEAL**

12. **PLEASE DO NOT WRITE IN THE AREA BELOW – FOR DEPARTMENT USE ONLY**

**DOCUMENTATION RECEIVED AND COMPLETED**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
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</table>

**CONFIRMED ON BEHALF OF THE OWNER**

<table>
<thead>
<tr>
<th>Title</th>
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<tr>
<td>Title</td>
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</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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CONTRACTOR

ADDRESS

DATE
DEACLRATION 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>
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<tr>
<td></td>
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<td>PAVING</td>
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<td></td>
<td>STRUCTURE</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>ADDRESS</th>
<th>DATE</th>
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</table>

DECLARATION OF SUBCONTRACTORS 1
## Construction Schedule Form

**APPENDIX ‘C’**

<table>
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<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>WEEK</th>
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**Project Name**

**Contractor**

**Address**

**Signature**
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:
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 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 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:**

<table>
<thead>
<tr>
<th>PROJECT NO:</th>
<th>AWARD DATE:</th>
<th>VALUE $ :</th>
</tr>
</thead>
</table>

**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 Y/M/D</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) A. BLASTING B. PILE DRIVING OR CAISSON WORK C. REMOVAL OR WEAKENING OF SUPPORT</td>
<td></td>
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<td>$2,000,000 Minimum</td>
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<tr>
<td>2A. BUILDERS’ RISK “BROAD FORM” or 2B. INSTALLATION FLOATER “BROAD FORM” or 2C. PIERS, WHARVES, &amp; DOCKS RIDER</td>
<td></td>
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<td>100% Contract Value if Exceeds $25,000</td>
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<tr>
<td>3. AUTOMOBILE LIABILITY INSURANCE</td>
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<td></td>
<td></td>
<td>$2,000,000 Minimum</td>
</tr>
<tr>
<td>4. AIRCRAFT and/or WATER CRAFT LIABILITY INSURANCE</td>
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<td>Not required</td>
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<tr>
<td>5. ENVIRONMENTAL IMPAIRMENT LIABILITY</td>
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<td>Not required</td>
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<tr>
<td>6. SHIPBUILDERS’ or SHIP REPAIRER’S LIABILITY INSURANCE</td>
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<td>Not required</td>
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<tr>
<td>7. HULL &amp; MACHINERY INSURANCE, and PROTECTION &amp; INDEMNITY Insurance including 4/4th 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.
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 **FIFTEEN** percent (15%) 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 $15,000.00 ($100,000.00 x 15%), and an increase in the bid of $2,000.00 is submitted by telegram, fax, telex, or the like, then additional Bid Security of $300.00 ($2,000.00 x 15%) 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.

Supply and Stockpile Winter Sand at Various locations in the Avalon Region of the Department of Transportation and Works, NL

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](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 work 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 for liquidated damages will be $300.00 per day for each day beyond the completion date specified. Days will include all days including Saturday, Sunday and holidays.

For contractors who submit 15% Security, if the work is not started prior to the completion date specified, the security deposit will be forfeited to the Department. In addition, the Contractor may be liable for the costs associated with re-tendering the Project and/or the increasing cost of awarding the project to subsequent bidders to get the work completed. Liquidated damages of $300.00 per day will be deducted from the 15% Bid Security.

For contractors who submit bonding as Security, the bonding company will be liable to ensure the work is completed as specified in the tender document. All costs associated with the Department’s damages to get the work completed shall be claimed from the bonding company. These liquidated damages may be substantial.

No bonus will be assessed for completing the project ahead of the given completion date. The Department reserves the right to deduct liquidated damages from any progress estimates before issuing payment to the contractor. The Department also reserves the right to invoice the contractor for any liquidated damages and to deduct any liquidated damages from payments and holdbacks.

10. **DELETED**
11. **DELETED**

12. **DELETED**

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. **DELETED**

15. **SPECIFICATION FOR WINTER SAND**

   A. This specification covers the requirements for the supply, delivery and acceptance of winter sand. Please see Section 317 of the Department of Transportation and Works Specifications Book.

   B. The sand shall be natural or manufactured from natural aggregates consisting of sound and durable predominately angular particles completely resistant to breakdown under traffic and freezing conditions. The sand particles shall be clean, hard and free from organic matter, clay and deleterious materials such as shale, salts, ochre and schists.

   C. The sand for all items shall conform to the following gradation limits:

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<tr>
<th>SIEVE SIZE</th>
<th>% PASSING BY DRY WEIGHT</th>
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<tr>
<td>6.35 mm</td>
<td>100</td>
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<tr>
<td>4.76 mm</td>
<td>70 - 95</td>
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<td>2.00 mm</td>
<td>50 - 80</td>
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<td>5 - 25</td>
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<tr>
<td>0.075 mm</td>
<td>0 - 6</td>
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NOTE: In excess of 2.0% of the material retained on the 6.35 mm sieve will be cause for rejection of the material.

The gradation shall not show marked fluctuations from opposite extremes of the limiting sizes and the plotted curve shall flow in a manner free from acute changes in direction.

D. The contractor shall notify the Regional Director of the Department of Transportation and Works not less than two (2) working days in advance of his commencement of operations in any and every material source. The purpose of this notification is to enable the Regional Director to determine the ability of the contractor to produce sand conforming to these specifications from the material source. The acceptance of the material source or of the contractors’ methods and operation shall not, in any way, have the effect or be deemed to have the effect, of approval or acceptance of the final product delivered to the Department.

E. The sand must be delivered to the Department’s storage area at the location(s) listed in the tender award.

F. Sand must be stockpiled by the contractor where directed by authorized Department personnel at the delivery location by building up in layers not exceeding one metre in thickness and finishing to a uniform cross section. Acceptance of sand delivered will be contingent on samples taken at the discretion of Department personnel being within the limits of the gradation and within all requirements of the specifications. The Department may, in writing, order the contractor to remove from the delivery location any or all sand not conforming to these specifications and such removal must be completed within five (5) days.

G. Contractors may tender on any location or on any number or combination of locations listed in this tender notice.

H. The unit price tendered will include all costs of provision of aggregate source, labour, equipment, equipment operation, transportation of personnel and equipment, transportation of sand to delivery location, stockpiling, insurance, overhead, profit and any and all costs incidental to the satisfactory completion of the contract. Payment will be made on the basis of volume as determined by Department personnel by the cross section method. In the event cross sections determine excess material has been placed in the stockpile, the Contractor has five (5) days after this determination is made to remove the sand if he so desires.
The owner reserves the right to then do a final cross section. Engineering costs to be free on first quantity measurement and charged to contractors for additional engineering quantity measurements.

I. By tendering the contractor agrees that the Department may increase or decrease the quantity of the order to the successful contractor by an amount not exceeding 50% of the quantity listed in the tender notice without adjustment of the price tendered. The Department also reserves the right to cancel any item in this tender.

J. Successful contractors are reminded that they must pay all royalties to the Department of Mines and Energy, as applicable.

K. Delivery may commence upon receipt of tender award and must be completed by September 16, 2016 for all locations unless otherwise noted in the tender. Contractors should note reference to Liquidated Damages in SGC # 9.

L. The lowest or any tender not necessarily accepted.

M. If this work is to be done by a sub-contractor, the bidder must note same on the tender in the appropriate location. The use of a sub-contractor after the award of tender is only at the approval of the Department. Contractor’s using sub-contractor to do their producing must note same in Appendix B of the tender.

N. Contractors are advised that the use of a stacker will be permitted to stockpile the sand as an alternative to the method outlined in Section 310.10 of the Department’s Specification Book. Contractors using this method of stockpiling are also advised that the resulting stockpile shall be constructed in a shape meeting the approval of the Department’s representative. In all cases, the stockpile must be in a shape that can be cross-sectioned by the Department. Any required adjustment to the stockpile shall be undertaken by the Contractor before the stockpile is cross-sectioned.

16. **HST**

Contractors are advised of the following:

The Contractor is advised that Government is not exempt from the Harmonized Sales Tax (H.S.T.). Transportation and Works will pay H.S.T. to the Contractor at the time of invoicing. **DO NOT INCLUDE H.S.T. IN BID PRICES**
17. **ENVIRONMENTAL REQUIREMENTS**

Contractors should note that all aspects of General Environmental Requirements as stated in Division 8 of the Department of Transportation and Works Specifications Book apply to this contract.

18. **PROPERTY INSURANCE**

Contractors are advised General Condition #27 - Property Insurance - is not required for this project.

19. **TENDER AWARD**

Contractors should note Tenders will be awarded on an individual unit basis.

20. **WINTER SAND - UNACCEPTABLE SOURCES**

Contractors are advised that sand sources in the following areas/locations will NOT be accepted:

1) No Source from LaManche Pit on the Avalon Peninsula will be accepted.
2) Sand Sources in the Dump Road Pit near Lower Island Cove are not acceptable.
3) No Source on the Bonavista Peninsula will be accepted.
4) The pit source near Eastport is owned by the Department of Transportation and Works and is not to be used in this tender.
5) Sand sources in the Hammond Farm area near Little Rapids for Wild Cove, Corner Brook and Deer Lake are not acceptable even though the winter sand gradation may meet specifications.
6) Sand sources in the Besaws Pit area in Three Rock Cove area on the Port au Port Peninsula will not be accepted.
7) No source from the Quarry at Sally’s Cove, Route 430, north of Rocky Harbour will be accepted.
8) No source from the Corner Brook Pond Quarry, located approximately 2 km on Pollard’s Point Road from Route 420 and 1 km in on Corner Brook Pond Road will be accepted.
9) No source from the Department’s Pit at Hampden, located approximately 6 km from the intersection of Route 420 on Route 421 will be accepted.
21. **BIDDING SECURITY**

Contractors should note that the 15% Tender Security will be retained by the Department until total performance is certified by the Regional Director.

22. **AGREEMENT**

All conditions of the Agreement hereto attached shall apply to this Contract.

23. **CERTIFICATE OF RECOGNITION**

The Contractor and all Subcontractors 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.

Upon request by the Owner, at any time during the term of the Contract, the Contractor shall provide evidence of then continuing compliance with the Certificate of Recognition Program by the Contractor and any and all of the Contractor's Sub-Contractors.

The Contractor's Safety Plan and the Safety Plan of all of the Contractor's Subcontractors must also be submitted to the Department before the commencement of any work.

Should the Contractor not be in good standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association within 14 days of award of the Contract or fail to maintain such good standing during the term of the Contract or permit a Subcontractor of that Contractor to do work while that Subcontractor is not in such good standing, then the Contractor's Contract may be terminated in accordance with the terms and conditions of the Contract.

24. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

The Contractor is to provide and maintain Comprehensive General Liability Insurance as per General Condition No. 26 for the minimum limit of Two Million Dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and provide and maintain liability insurance in respect of owned licensed vehicles for a minimum limit of $2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
25. **TENDER SURETY AND BONDING**

As stated in SGC # 3 "All tenders, regardless of monetary value, require a Bid Security of at least **fifteen percent (15%)** 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."

- Bidders are advised that a bid bond, certified cheque, bank draft or money order will be accepted as a bid security as outlined in SGC3.(a)
- Bidders who use a bid bond as a bid security will be required to supply a performance bond as outlined in SGC3.(b). Bidders who use a certified cheque, bank draft or money order as a bid security will not require additional security. The bidding security of the successful bidder will be retained as a performance security for the duration of the contract.
- Labour & materials security will NOT be required on this contract

26. **OVER WEIGHT TRUCKING**

Bidders are advised that this contract will be monitored by the Department of Transportation and Works and the Department of Government Services & Lands, Motor Registration Division for compliance to legal weights. Over weight deliveries will not be accepted by the Department as well as notification will be given to Motor Registration Division to monitor deliveries as they see fit.

27. **INVOICES AND PAYMENTS**

Invoices to be sent to the Regional Director as follows:
Items 1 to 12:

Avalon Region:
Mr. Garry Spencer,
Regional Director
Dept. of Transportation & Works
1170 Harding Road, White Hills
PO Box 12301
St. John’s, NL
A1A 5G6
28. **TENDER VALIDITY PERIOD**

Contractors are advised that the tender validity period has been increased from 30 days to 60 days after the Tender Closing Date.

29. **DEPARTMENT OF TRANSPORTATION AND WORKS SAFE WORK PROCEDURE AND OCCUPATIONAL HEALTH AND SAFETY MANUAL**


30. **WINTER SAND FOR THE TOWN OF TORBAY Item # 13 of the Unit Price Table**

1,100 m³ of Winter Sand to be stockpiled at the Town of Torbay’s storage location at the Municipal Yard, Torbay. Purchase Order to be issued from and Invoice to be issued to: Town of Torbay, 1268 Torbay Road, PO Box 1160, Torbay, NL A1K 1K4. For further information on the Winter Sand for Torbay, please contact Supervisor of Operations and Public Works, Tel: 709-437-6532 Ext321, Fax 709-437-1309. Contractors who bid Item # 13 should note that this item, regardless of monetary value, requires an Individual Bid Security of at least fifteen percent (15%) of the total tendered amount for this location, 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/made payable to the Town of Torbay. All reference to “Department” in SGC # 19 shall also include the Town of Torbay.

31. **TAX INCREASES DURING THE LIFE OF THE CONTRACT**

Contractors are advised there are proposed tax increases during the contract period. Effective June 2, 2016 gasoline tax will temporarily increase by 16.5 cents per litre. The tax rate on diesel products will also increase by 5 cents per litre. Effective July 1, 2016, the HST rate will go up from 13 per cent to 15 per cent. Contractors are advised to include such proposed increases in Unit Prices bid for this project.
UNIT PRICE TABLE

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INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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 initialled 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.
**GENERAL CONDITIONS OF UNIT PRICE CONTRACT**

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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 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 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 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 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 GC8 - 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 prejudices 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
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 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.

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 preforming 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 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 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, 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 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 remediating 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 function is to supply and or transplant 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'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, 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 8 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 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 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 fulfilment 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 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 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 satisfactory 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.
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 wherever 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.
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.
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 ___ day of ___ in the year two thousand-fifteen.

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.

hereinafter called the "Owner"

AND X

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 NO. XX-16XXX (See Tender Form for Description) which have been signed in duplicate by both the parties,

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

(c) commence the Work by the ___ day of _ 2016 and substantially perform the Work of this Contract as certified by the Engineer by the XXth day of ___, 2016.

(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 xxx ($x) (including HST) in 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:

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 x

The Engineer at:   X, Regional Director, x

ARTICLE A-6 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

Lori Anne Companion, Deputy MinisterDate

CONTRACTOR

Name and Title (Print)

SignedDate

Name and Title

SignedDate

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.
PROJECT NAME

Supply and Stockpile Maintenance Grade III Granulars at various locations in the Avalon and Central Regions of the Department of Transportation and Works, NL

CONTRACTOR

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
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LIST OF PROJECT PLANS
Supply and Stockpile Maintenance Grade III Granulars at various locations in the Avalon and Central Regions of the Department of Transportation and Works, NL

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.

### UNIT PRICE CHANGES

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**FOR DEPARTMENT USE**

$ 

Revised total tender price as per addendum(s)

**Total Change** $ 

Do Not Include H.S.T. in bid prices

This will increase / decrease my total tender price (excluding 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:

Supply and Stockpile Maintenance Grade III Granulars at various locations in the Avalon and Central Regions of the Department of Transportation and Works, NL

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

FROM:

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 list 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 unit prices totalling the sum of_______________________________

   Please See Individual Unit Prices ($ N/A ).

   in lawful money of Canada which includes all prime costs, allowances, and Government sales or excise taxes, excluding HST, in force at this date, except as otherwise provided in the tender documents. PLEASE DO NOT INCLUDE HST IN BID PRICES – SEE SGC # 16

   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 completed within 10 weeks 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 licensed to carry on such a business in the Province of Newfoundland and Labrador or
(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 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 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.

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.
10. WE hereby acknowledge receipt of the following addenda:
   Addendum No.
   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
    
    Address
    
    Postal Code
    
    Telephone #
    Fax#
    E-Mail
    
    Witness
    
    Signed
    
    Name and Title (Print)
    
    Date
    
    Witness
    
    Signed
    
    Name and Title (Print)
    
    Date

**CORPORATE SEAL**

12. PLEASE DO NOT WRITE IN THE AREA BELOW – FOR DEPARTMENT USE ONLY

    DOCUMENTATION RECEIVED AND COMPLETED
    
    Signature Date
    
    CONFIRMED ON BEHALF OF THE OWNER
    
    Title
    
    Signature Date
    
    Title
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.

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<th>QTY</th>
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CONTRACTOR

ADDRESS

DATE
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.

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<tr>
<th>SUB-CONTRACTOR</th>
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INSTRUCTIONS TO BIDDERS

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 initialled 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.
# GENERAL CONDITIONS OF UNIT PRICE CONTRACT

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GENERAL CONDITIONS OF UNIT PRICE CONTRACT

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 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 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 or 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 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 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 GC8 - 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 prejudices 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 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 he may have, stop the work and/or terminate the contract.

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
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 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.

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 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 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.
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
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.

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 transplant 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'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, 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 8 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 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 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 fulfilment 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 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 an agreement by the Engineer/Architect.
### 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 satisfactory 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.
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 wherever 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.
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.
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 day of in the year two thousand-fifteen.

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.

hereinafter called the "Owner"

AND X

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 NO. XX-16XXX (See Tender Form for Description) which have been signed in duplicate by both the parties,

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

(c) commence the Work by the day of 2016 and substantially perform the Work of this Contract as certified by the Engineer by the XXth day of , 2016.

(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 xxx ($x) (including HST) in 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:

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

AGREEMENT 1
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:

The Engineer at: X, Regional Director, x

ARTICLE A-6 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

Lori Anne Companion, Deputy Minister Date

CONTRACTOR

Name and Title (Print)

Signed Date

Name and Title

Signed Date

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.
PROJECT NAME

Supply and Stockpile Maintenance Grade III Granulars at various locations in the Avalon and Central Regions of the Department of Transportation and Works, NL

CONTRACTOR__________________________
CONTRACTOR

PLEASE NOTE THE FOLLOWING

1. Liquidated Damages will apply to this contract – Please see SGC # 9 for details.

2. **15% Bid Security** is required for each location. Please see SGC # 3 and #24 for details.
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<td>12</td>
<td>Form of Agreement</td>
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LIST OF PROJECT PLANS
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.

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FOR DEPARTMENT USE

Total Change $ 

Do not include HST in bid prices.

This will increase / decrease my total tender price (excluding 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:

Supply and Stockpile Maintenance Grade III Granulars at various locations in the Avalon and Central Regions of the Department of Transportation and Works, NL

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

FROM:

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 list 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 unit prices totalling the sum of______________________________

Please See Individual Unit Prices ($ N/A )

in lawful money of Canada which includes all prime costs, allowances, and Government sales or excise taxes, excluding HST, in force at this date, except as otherwise provided in the tender documents. **PLEASE DO NOT INCLUDE HST IN BID PRICES – SEE SGC # 16**

2. The Work shall be completed within **10 weeks** 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 licensed to carry on such a business in the Province of Newfoundland and Labrador or

(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 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 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.

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.
Contractors are to show their UNIT PRICE in numerals in the Unit Price column and written in the blank row below each item.

Contractors may bid on one or more items

SGC's apply to all locations unless otherwise indicated.

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<thead>
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<th>No.</th>
<th>TENDER ITEM</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>1</td>
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<td>m³</td>
<td>1500</td>
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<td></td>
<td>Location at Springfield Pit</td>
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<td>5</td>
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<td></td>
<td>Location at Birch Hills</td>
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<td>Whitbourne</td>
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<td>7</td>
<td>Supply and Stockpile Maintenance Grade No. 3 at the Department's Depot at</td>
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<td>Flambro Head (Lower Island Cove) and Heart's Content</td>
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<td>please see sgc # 29</td>
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## UNIT PRICE TABLE
### MAINTENANCE

Contractors are to show their UNIT PRICE in numerals in the Unit Price column and written in the blank row below each item.

**Contractors may bid on one or more items**
**SGC's apply to all locations unless otherwise indicated.**

<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>8</td>
<td>Supply and Stockpile Maintenance Grade No. 3 at the Department's Depot at Springdale</td>
<td>m³</td>
<td>2000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Supply and Stockpile Maintenance Grade No. 3 at the Department's Depot at Pool's Cove</td>
<td>m³</td>
<td>2000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Supply and Stockpile Maintenance Grade No. 3 at the Department's Depot at Lewisporte</td>
<td>m³</td>
<td>1000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Supply and Stockpile Maintenance Grade No. 3 at Flat Water Pit (near Baie Verte)</td>
<td>m³</td>
<td>2000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
10. WE hereby acknowledge receipt of the following addenda:

Addendum No.
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.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Postal Code</th>
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<tbody>
<tr>
<td>Address</td>
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<tr>
<td>Telephone #</td>
<td>Fax#</td>
</tr>
</tbody>
</table>

Witness

Signed

Name and Title (Print)

Date

Witness

Signed

Name and Title (Print)

Date

CORPORATE SEAL

12. PLEASE DO NOT WRITE IN THE AREA BELOW – FOR DEPARTMENT USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED

Signature Date

CONFIRMED ON BEHALF OF THE OWNER

Signature Date

Signature Date

TENDER FORM 4
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>
</tr>
</thead>
<tbody>
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</table>

CONTRACTOR

ADDRESS

DATE
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></td>
<td></td>
<td>CRUSHING</td>
</tr>
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<td></td>
<td></td>
<td>SUBGRADE</td>
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<td></td>
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<td>PAVING</td>
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<td>STRUCTURE</td>
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</tbody>
</table>

CONTRACTOR
ADDRESS
DATE
<table>
<thead>
<tr>
<th>MONTHS</th>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>WEEK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Project Name
Contractor
Address
Signature
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:
### PROJECT NO. 14-15PHM

**TRANSPORTATION AND WORKS**  
**SUPPLEMENTARY GENERAL CONDITIONS**

| 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 surface, tunnelling and grading, as applicable only. |
| 4. broad form property damage         |                                            |
| 5. cross liability                   |                                            |
| 6. elevator and hoist liability      |                                            |
| 7. contingent employer’s liability   |                                            |

#### 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 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 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:

<table>
<thead>
<tr>
<th>PROJECT NO:</th>
<th>AWARD DATE:</th>
<th>VALUE $:</th>
</tr>
</thead>
</table>

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 Y/M/D</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>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. REMOVAL OR WEAKENING OF SUPPORT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</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>100% Contract Value if Exceeds $25,000</td>
<td></td>
</tr>
<tr>
<td>3. AUTOMOBILE LIABILITY INSURANCE</td>
<td></td>
<td></td>
<td>$2,000,000 Minimum</td>
<td></td>
</tr>
<tr>
<td>4. AIRCRAFT and/or WATER CRAFT LIABILITY INSURANCE</td>
<td></td>
<td>Not required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. ENVIRONMENTAL IMPAIRMENT LIABILITY</td>
<td></td>
<td>Not required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. SHIPBUILDER'S or SHIP REPAIRER'S LIABILITY INSURANCE</td>
<td></td>
<td>Not required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. HULL &amp; MACHINERY INSURANCE, and PROTECTION &amp; INDEMNITY Insurance including 4/4th COLLISION LIABILITY</td>
<td></td>
<td>Not required</td>
<td></td>
<td></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.
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 **FIFTEEN percent (15%)** 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 $15 000.00 ($100 000.00 x 15%), and an increase in the bid of $2 000.00 is submitted by telegram, fax, telex, or the like, then additional Bid Security of $300.00 ($2 000.00 x 15%) 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.

Supply & stockpile Maintenance Grade III Granulars at various locations in the Avalon and Central Regions of the Dept. of Transportation & Works, NL.

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 work 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 for liquidated damages will be $300.00 per day for each day beyond the completion date specified. Days will include all days including Saturday, Sunday and holidays.

For contractors who submit 15% Security, if the work is not started prior to the completion date specified, the security deposit will be forfeited to the Department. In addition, the Contractor may be liable for the costs associated with re-tendering the Project and/or the increasing cost of awarding the project to subsequent bidders to get the work completed. Liquidated damages of $300.00 per day will be deducted from the 15% Bid Security.

For contractors who submit bonding as Security, the bonding company will be liable to ensure the work is completed as specified in the tender document. All costs associated with the Department’s damages to get the work completed shall be claimed from the bonding company. These liquidated damages may be substantial.

No bonus will be assessed for completing the project ahead of the given completion date. The Department reserves the right to deduct liquidated damages from any progress estimates before issuing payment to the contractor. The Department also reserves the right to invoice the contractor for any liquidated damages and to deduct any liquidated damages from payments and holdbacks.

10. **DELETED**
11. DELETED

12. DELETED

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.

Contractors are advised that the specifications book of the Department of Transportation and Works dated MARCH 2011 and the 2012 and 2013 Errata are available on the following page http://www.tw.gov.nl.ca/publications/index.html.

14. DELETED

15. SPECIFICATION FOR MAINTENANCE GRADE NO. 3

A. This specification covers the requirements for the supply, delivery and acceptance of Maintenance Grade No. 3. Please see Section 315 of the Department of Transportation and Works Specifications Book.

B. All Items shall conform to the following gradation limits:

<table>
<thead>
<tr>
<th>SIEVE SIZE</th>
<th>% PASSING BY DRY WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>25.4 mm</td>
<td>100</td>
</tr>
<tr>
<td>9.51 mm</td>
<td>55 - 80</td>
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<tr>
<td>4.76 mm</td>
<td>35 - 60</td>
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<tr>
<td>1.2 mm</td>
<td>15 - 35</td>
</tr>
<tr>
<td>300 μm</td>
<td>5 - 20</td>
</tr>
<tr>
<td>75 μm</td>
<td>6 - 10</td>
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</tbody>
</table>

Note: 1 μm = 0.001 mm

C. The contractor shall notify the Regional Director of the Department of Transportation and Works not less than two (2) working days in advance of his commencement of operations in any and every material source.

D. The Maintenance Grade No. 3 must be stockpiled at the Department's storage locations or storage areas as listed in the Unit Price Table and Tender Award. In areas
where materials are to be stockpiled within a stated distance of a designated area in the Unit Price Table, the distance shall be kms by road.

E. Acceptance of materials will be contingent on samples taken at the discretion of Department personnel being within the limits of the gradation and within all requirements of the specifications. The Department may, in writing, order the contractor to remove from the delivery location any materials not conforming to these specifications and such removal must be completed within five (5) days.

F. Contractors may tender on any location or on any number or combination of locations listed in the tender notice.

G. The unit price tendered will include all costs of provision of aggregate source, labour, equipment, equipment operation, transportation of personnel and equipment, transportation of materials to the delivery location, stockpiling, insurance, overhead, profit and any and all costs incidental to the satisfactory completion of the contract. Payment will be made on the basis of volume as determined by Department personnel by the cross section method. In the event cross sections determine excess material has been placed in the stockpile, the Contractor has five (5) days after this determination is made to remove the materials if he so desires. The owner reserves the right to then do a final cross section. Engineering costs to be free on first quantity measurement and charged to contractors for additional engineering quantity measurements.

H. By tendering the contractor agrees that the Department may increase or decrease the quantity of the order to the successful contractor by an amount not exceeding 30% of the quantity listed in the tender notice without adjustment of the price tendered. The Department also reserves the right to cancel an item in this tender.

I. Successful contractors are reminded that they must pay all royalties to the Department of Mines and Energy, as applicable.

J. Delivery may commence upon receipt of tender award and must be completed within 10 weeks of date of notification of award of tender. Contractors should note reference to Liquidated Damages in SGC # 9.

K. The lowest or any tender not necessarily accepted.

L. If this work is to be done by a sub-contractor, the bidder must note same on the tender in the appropriate location. The use of a sub-contractor after the award of tender is only at the approval of the Department. Contractor's using sub-contractor to do their producing must note same in Appendix B of the tender.
M. The stockpile must be in a shape that can be cross-sectioned by the Department. Any required adjustment to the stockpile shall be undertaken by the Contractor before the stockpile is cross-sectioned.

N. Where material is required to be stored in sites not owned by the Department of Transportation and Works, the contractor shall provide documentation that they have the necessary permits in place so that the material can remain in the quarry until used by the Department.

16. **HST**

Contractors are advised of the following:

The Contractor is advised that Government is not exempt from the Harmonized Sales Tax (H.S.T.). Transportation and Works will pay 13% H.S.T. to the Contractor at the invoicing stage. **DO NOT INCLUDE H.S.T. IN BID PRICES**

17. **ENVIRONMENTAL REQUIREMENTS**

Contractors should note that all aspects of General Environmental Requirements as stated in Division 8 of the Department of Transportation and Works Specifications Book apply to this contract.

18. **PROPERTY INSURANCE**

Contractors are advised General Condition #27 - Property Insurance - is not required for this project.

19. **TENDER AWARD**

Contractors should note Tenders will be awarded on an individual unit basis. The Department reserves the right to cancel any item in the Tender.

20. **BIDDING SECURITY**

Contractors should note that the **15% Tender Security** will be retained by the Department until total performance is certified by the Regional Director or his representative.

21. **AGREEMENT**

All conditions of the Agreement hereto attached shall apply to this Contract.
22. **CERTIFICATE OF RECOGNITION**

The Contractor and all Subcontractors 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.

Upon request by the Owner, at any time during the term of the Contract, the Contractor shall provide evidence of then continuing compliance with the Certificate of Recognition Program by the Contractor and any and all of the Contractor's Sub-Contractors.

The Contractor's Safety Plan and the Safety Plan of all of the Contractor's Subcontractors must also be submitted to the Department before the commencement of any work.

Should the Contractor not be in good standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association within 14 days of award of the Contract or fail to maintain such good standing during the term of the Contract or permit a Subcontractor of that Contractor to do work while that Subcontractor is not in such good standing, then the Contractor's Contract may be terminated in accordance with the terms and conditions of the Contract.

23. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

The Contractor is to provide and maintain Comprehensive General Liability Insurance as per General Condition No. 26 for the minimum limit of Two Million Dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and provide and maintain liability insurance in respect of owned licensed vehicles for a minimum limit of $2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

24. **TENDER SURETY AND BONDING**

As stated in SGC #3 "All tenders, regardless of monetary value, require a Bid Security of at least fifteen percent (15%) 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.”

Bidders are advised that a bid bond, certified cheque, bank draft or money order will be accepted as a bid security as outlined in SGC3.(a)
Bidder who use a bid bond as a bid security will be required to supply a performance bond as outlined in SGC3.(b). Bidders who use a certified cheque, bank draft or money order as a bid security will not require additional security. The bidding security of the successful bidder will be retained as a performance security for the duration of the contract.
Labour & materials security will NOT be required on this contract.

25. **OVER WEIGHT TRUCKING**

Bidders are advised that this contract will be monitored by the Department of Transportation and Works and the Department of Government Services & Lands, Motor Registration Division for compliance to legal weights. Over weight deliveries will not be accepted by the Department as well as notification will be given to Motor Registration Division to monitor deliveries as they see fit.

26. **INVOICES AND PAYMENTS**

Invoices to be sent to the Regional Director as follows:

**Avalon Region:** (Item #’s 1-7)
Mr. Garry Spencer, Regional Director  
Dept. of Transportation & Works  
1170 Harding Road, White Hills  
St. John’s, NL  
A1A 5G6

**Central Region:** (Item #’s 8-11)
Mr. Bruce McGrath, Regional Director  
Dept. of Transportation & Works  
1A Duggan Street, PO Box 10  
Grand Falls – Windsor, NL  
A2A 2J3

27. **TENDER VALIDITY PERIOD**

Contractors are advised that the tender validity period has been increased from 30 days to 60 days after the Tender Closing Date.

28. **DEPARTMENT OF TRANSPORTATION AND WORKS SAFE WORK PROCEDURE AND OCCUPATIONAL HEALTH AND SAFETY MANUAL**

29. **ITEM # 7 OF THE UNIT PRICE TABLE**

Contractors are advised that 30% of the quantity awarded for Lower Island Cove, Item # 7 must be delivered to the Department’s Storage location at Hearts Content.
## UNIT PRICE TABLE

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### INSTRUCTION TO BIDDERS

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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
(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 initialled 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.
# GENERAL CONDITIONS OF UNIT PRICE CONTRACT

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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 or 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 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 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 GC8 - 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 prejudices 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 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 he 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
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 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.

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 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 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, 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 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 transplant 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'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, 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 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 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 8 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 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 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 fulfilment 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 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 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 satisfactory 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.
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 wherever 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.
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.
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 day of in the year two thousand-fourteen.

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.

hereinafter called the "Owner"

AND

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 NO. XX-14XXX (See Tender Form for Description) which have been signed in duplicate by both the parties,

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

(c) commence the Work by the day of 2014 and substantially perform the Work of this Contract as certified by the Engineer by the XXth day of , 2014.

(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 xxx ($x) (including HST) in 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:

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 X

The Engineer at: X, Regional Director, X

ARTICLE A-6 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  CONTRACTOR

Department of Transportation and Works

Brent Meade, Deputy Minister  Date

Name and Title (Print)

Signed  Date

Name and Title

CORPORATE SEAL

Signed  Date

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.
March 14th, 2017

G & R Trucking Ltd.
P.O. Box 567
Clarke’s Beach, NL
A0A 1W0

Dear Sir:

Re: 115-16PHM - #1 - Tors Cove - Supply and stockpile winter sand at 5 locations in the Avalon region of the Dept. of Transportation & Works, in the province of Newfoundland & Labrador.

Enclosed, for your records, is a copy of your agreement on the above noted project.

Yours truly,

Lisa Vickers
Manager
Tendering & Contracts

Iw
encl.
**GOVERNMENT OF NEWFOUNDLAND AND LABRADOR**
**TRANSPORTATION AND WORKS**
**MATERIALS ENGINEERING**

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**GRAIN SIZE DISTRIBUTION TEST REPORT**

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| Wt wash| 890 |
| Loss   | 33  |
| -4.75  | 795 |
| Slug   |     |
| Factor | #DIV/0 |
| Total  | 0   |

---

**Project Number & Description:** Torrs Depot

**Contractor:**

**Date Sampled:** 25-Jul-16

**Pit Name:**

**Quarry Name:**

**Stock pile:** Crushed: Road Station:

**Sampled by:** Contractor

**Sample #:** 32

**Time:**

**Tested by:** BarrettKirby

**Checked by:**劃线

**Aug 1, 2016**

**LAB No.:** M-113-16

**Intended Use:** Course on 6.35 mm sieve

**Specification**

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**Remarks:** Peter Norris

---

**Accepted:**

**Rejected:**
**Project Number & Description:**

- **Contractor:**
- **Date Sampled:** 18-Aug-16
- **Pit Name:** Quarry Name:
- **Stock pile:** Crushed:
- **Sampled by:** Contractor TW STAFF Sample #: 1 Time:
- **Tested by:** BK
- **LAB No.:** M-166-16
- **Intended Use:**
- **Accepted:**

**Specifications:**

- **Sieve** | **Wt Rtd** | **% Rtd** | **% Pass**
  - 6.35 | 0 | 0.0 | 100.0
  - 4.76 | 65 | 12.2 | 87.8
  - 2.00 | 155 | 29.1 | 58.7
  - 0.425 | 233 | 43.7 | 15.0
  - 0.075 | 57 | 10.7 | 4.3
  - Pan | 3 | 4.3 |
  - WL | 20 | |

**Total:** 533 100.0

**Weight:**

- **Wt dry:** 533
- **Wt wash:** 513
- **Loss:** 20

**Grain Size (mm):**

- -4.75 | 448
- Slug | #DIV/0!
- Factor | #DIV/0!

**Remarks:**

- ** Within Spec:** Peter Norris