Dear Applicant:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (Our File: TW/026/2018)

On March 5, 2018 the Department of Transportation and Works received your request for access to the following records:

Records related to contract 31-17PHP for work on Highway 205. Request includes internal correspondence (in any and all formats, including paper and electronic), briefing materials, decision notes, and the scoring breakdown for this work when the 2017 edition of the Five-Year Provincial Roads Plan was released. Date range of request is Jan. 1, 2017 to the present.

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. Please note page 83-112 reference 31-16PHP at the top. These pages are in fact part of the 31-17PHP tender package. There had been an administrative error in the header.

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):

31. Disclosure harmful to law enforcement
   (1) The head of a public body may refuse to disclose information to an applicant where the disclosure could reasonably be expected to reveal the arrangements for the security of property or a system, including a building, a vehicle, a computer system or a communications system;

35. Disclosure harmful to the financial or economic interests of a public body
   (1) The head of a public body may refuse to disclose to applicant information which could reasonably be expected to disclose (d) information, the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in significant loss or gain to a third party;
39. Disclosure harmful to business interests of a third party
(1) The head of a public body shall refuse to disclose to an applicant information
(a) that would reveal
(iii) commercial, financial, labour relations, scientific or technical information of a
third party;
(b) that is supplied, implicitly or explicitly, in confidence;
the disclosure of which could reasonably be expected to
(iii) result in undue financial loss or gain to any person.

40. Disclosure harmful to personal privacy
(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) 729-5313 or by email at ATTW@gov.nl.ca

Sincerely,

[Signature]

Angela McIntyre
ATIPP Coordinator
Department of Transportation and Works
Enclosures
Disclosure harmful to law enforcement

31. (1) The head of a public body may refuse to disclose information to an applicant where the disclosure could reasonably be expected to

(a) interfere with or harm a law enforcement matter;

(b) prejudice the defence of Canada or of a foreign state allied to or associated with Canada or harm the detection, prevention or suppression of espionage, sabotage or terrorism;

(c) reveal investigative techniques and procedures currently used, or likely to be used, in law enforcement;

(d) reveal the identity of a confidential source of law enforcement information or reveal information provided by that source with respect to a law enforcement matter;

(e) reveal law enforcement intelligence information;

(f) endanger the life or physical safety of a law enforcement officer or another person;

(g) reveal information relating to or used in the exercise of prosecutorial discretion;

(h) deprive a person of the right to a fair trial or impartial adjudication;

(i) reveal a record that has been confiscated from a person by a peace officer in accordance with an Act or regulation;

(j) facilitate the escape from custody of a person who is under lawful detention;

(k) facilitate the commission or tend to impede the detection of an offence under an Act or regulation of the province or Canada;

(l) reveal the arrangements for the security of property or a system, including a building, a vehicle, a computer system or a communications system;

(m) reveal technical information about weapons used or that may be used in law enforcement;

(n) adversely affect the detection, investigation, prevention or prosecution of an offence or the security of a centre of lawful detention;

(o) reveal information in a correctional record supplied, implicitly or explicitly, in confidence; or

(p) harm the conduct of existing or imminent legal proceedings.

(2) The head of a public body may refuse to disclose information to an applicant if the information

(a) is in a law enforcement record and the disclosure would be an offence under an Act of Parliament;
(b) is in a law enforcement record and the disclosure could reasonably be expected to expose to civil liability the author of the record or a person who has been quoted or paraphrased in the record; or

c) is about the history, supervision or release of a person who is in custody or under supervision and the disclosure could reasonably be expected to harm the proper custody or supervision of that person.

(3) The head of a public body shall not refuse to disclose under this section

(a) a report prepared in the course of routine inspections by an agency that is authorized to enforce compliance with an Act; or

(b) a report, including statistical analysis, on the degree of success achieved in a law enforcement program unless disclosure of the report could reasonably be expected to interfere with or harm the matters referred to in subsection (1) or (2); or

(c) statistical information on decisions to approve or not to approve prosecutions.
Disclosure harmful to the financial or economic interests of a public body

35. (1) The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose

(a) trade secrets of a public body or the government of the province;

(b) financial, commercial, scientific or technical information that belongs to a public body or to the government of the province and that has, or is reasonably likely to have, monetary value;

(c) plans that relate to the management of personnel of or the administration of a public body and that have not yet been implemented or made public;

(d) information, the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in significant loss or gain to a third party;

(e) scientific or technical information obtained through research by an employee of a public body, the disclosure of which could reasonably be expected to deprive the employee of priority of publication;

(f) positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the government of the province or a public body, or considerations which relate to those negotiations;

(g) information, the disclosure of which could reasonably be expected to prejudice the financial or economic interest of the government of the province or a public body; or

(h) information, the disclosure of which could reasonably be expected to be injurious to the ability of the government of the province to manage the economy of the province.

(2) The head of a public body shall not refuse to disclose under subsection (1) the results of product or environmental testing carried out by or for that public body, unless the testing was done

(a) for a fee as a service to a person or a group of persons other than the public body; or

(b) for the purpose of developing methods of testing.
Disclosure harmful to business interests of a third party

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

   (a) that would reveal

      (i) trade secrets of a third party, or

      (ii) commercial, financial, labour relations, scientific or technical information of a third
           party;

   (b) that is supplied, implicitly or explicitly, in confidence; and

   (c) the disclosure of which could reasonably be expected to

      (i) harm significantly the competitive position or interfere significantly with the
          negotiating position of the third party,

      (ii) result in similar information no longer being supplied to the public body when it is in
           the public interest that similar information continue to be supplied,

      (iii) result in undue financial loss or gain to any person, or

      (iv) reveal information supplied to, or the report of, an arbitrator, mediator, labour
           relations officer or other person or body appointed to resolve or inquire into a labour
           relations dispute.

   (2) The head of a public body shall refuse to disclose to an applicant information that was
        obtained on a tax return, gathered for the purpose of determining tax liability or collecting a tax,
        or royalty information submitted on royalty returns, except where that information is non-
        identifying aggregate royalty information.

   (3) Subsections (1) and (2) do not apply where

   (a) the third party consents to the disclosure; or

   (b) the information is in a record that is in the custody or control of the Provincial Archives
        of Newfoundland and Labrador or the archives of a public body and that has been in
        existence for 50 years or more.
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).
From: Dunford, Joe  
Sent: Thursday, June 1, 2017 3:28 PM  
To: Groves, Glen  
Subject: RE: Route 205 - Hillview to St. Jone's Within  

thanks  

Joe Dunford, M.Eng. P.Eng.  
Assistant Deputy Minister - Transportation  
Transportation and Works  
P: (709) 729-0648  

From: Groves, Glen  
Sent: Thursday, June 1, 2017 3:15 PM  
To: Dunford, Joe <JoeDunford@gov.nl.ca>  
Subject: FW: Route 205 - Hillview to St. Jone's Within  

Joe,  

The proposed work on Route 205 is described as follows:  

*Upgrade and repave sections of Route 205 from Hillview to St. Jone’s Within, km 4.5 to km 6.1, km 6.3 to km 7.3 and km 8.1 to km 16.9. Upgrade and repave Route 205-12, St. Jone’s Within, km 0.0 to km 0.6. Total distance 12.0 km’s.*  

**Point Ranking: 230/400**  

**Estimated Cost: $3.3M**  

Darryl’s comments below explains the basis of the point ranking.  

Glen Groves, P. ENG.  
Regional Director  
Department of Transportation and Works  
3 Duffitt Place Clarenville, NL A5A 1E9  
t (709) 466-4132, f (709) 466-4048  

From: Bruce, Darryl K.  
Sent: Thursday, June 01, 2017 1:30 PM  
To: Groves, Glen  
Subject: Route 205 - Hillview to St. Jone’s Within  

Glen,  

As per your request, below is the information regarding the ranking of Route 205 from Hillview to St. Jone’s Within.  

This project was not included in the five year plan because of its’ point rating based on the previous ranking methodology. This section of road was listed as two projects with an equal point value of 290/500. In an effort to finalize the five year plan it was decided to look at only projects with an existing point value of 300 or greater with the assumption that we would have more than enough projects based on a preliminary budget to complete the five year plan. The remaining projects would then be ranked before the next meeting for the five year plan. The projects were listed as follows:  

*Resurface sections of Route 205 from Hillview towards Hatchet Cove, km 4.4 to km 5.9, km 6.1 to km 7.1 and km 7.9 to km 9.5, total distance 4.1 km’s.*  

*Resurface a section of Route 205 from Hatchet Cove to St. Jone’s Within, km 9.5 to km 16.7, total distance 7.2 km’s.*
These projects have now been combined into one project with some slight adjustments in chainage based on a recent site visit. The project is now listed as follows:

Upgrade and repave sections of Route 205 from Hillview to St. Jone’s Within, km 4.5 to km 6.1, km 6.3 to km 7.3 and km 8.1 to km 16.9. Upgrade and repave Route 205-12, St. Jone’s Within, km 0.0 to km 0.6. Total distance 12.0 km’s.

This project has a score of 230/400 based on the new rating criteria as follows:

**Safety**
This road is evaluated on the road roughness (MIRI) and the AADT. The AADT for this route is less than 1000 vehicles therefore it received 1/5 points for a total score of 20/100.

**Reliability**
This road is evaluated based on the road roughness (MIRI) and the Functional Class. The functional class of this route is 4 and the MIRI is 5.16. The maximum MIRI for evaluation is 3.5 or greater. The road received the highest MIRI point value however it did not receive maximum points because of its’ functional class. This route received a point value of 4/5 for a total score of 200/250.

**Usage**
This criteria is rated based on the service population of the Route. Route 205 would service between 101 and 1000 residents therefore it received 1/5 points for a total score of 10/50.

As discussed earlier, this will be a common point value for projects as functional class 4 roads represent a large amount of roads and the majority listed in capital have a MIRI greater than 3.5 and service less than 1000 residents.

If you have any questions or require anything further please contact me.

Darryl Bruce, P.Eng.
Regional Engineer
Department of Transportation and Works
3 Duffitt Place, Clarenville, NL, A5A 1E9
t 709.466.4133, f 709.466.4158
The following project is requested to be advertised on the Tendering & Contracts website:

Project 31-16PHP  Closing: September 7, 2017

Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8
REQUEST FOR PUBLIC ADVERTISEMENT

TO: MGR, TENDERING AND CONTRACTS, TRANSPORTATION AND WORKS, Jacqueline Vickers

FROM: A.D.M. INFRASTRUCTURE Cory Grandy

PROJECT DESCRIPTION(S)

PROJECT NO. 0031-17PHP Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8


This project is under Regional Manager Darryl Bruce, Clarenville Eastern. The estimate was prepared by DISTRICT 2. The funding for this project is Provincial and exceeds $100,000.

Non-refundable purchase price for plans specs $22.60 ($20.00 + 13% HST) Advertise in appropriate papers. NLCA Bid Depository Not Required

APPROVED BY: Joe Dunford, ADM Operations
Please see attached Transportation tender notice.

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
DEPARTMENT OF TRANSPORTATION & WORKS
INVITATION TO TENDER

Tenders will be received up to the dates & times indicated below for the following projects:

A/PROJECT #031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

PURCHASE PRICE: $45.20

Closing Date: September 7th, 2017 @ 12:00PM

Electronic specs may be obtained free of charge by emailing a request to janiceshulba@gov.nl.ca, stephenslaney@gov.nl.ca. Receipt of the purchase price indicated above, (NON REFUNDABLE, HST INCLUDED) specs may be purchased from Tendering & Contracts, Ground Floor, East Block, Confederation Building, P.O. Box 8700, St. John's, NL A1B 4J6, Phone # 709-729-3786, Fax # 709-729-6729, & viewed at the office of the NL Construction Assoc. Tenders addressed to the Deputy Minister of Transportation & Works must be delivered to Tendering & Contracts at the address above & be submitted on forms provided & in sealed envelopes clearly marked as to the contents. Tenders will be opened immediately after the tender closing time. The Department does not bind itself to accept the lowest or any tender.

Please note that all current construction & service contract tender notices are also available on the Government of Newfoundland and Labrador web site at www.tw.gov.nl.ca/tenderingandcontracts

Honourable Steve Crocker
Minister
Transportation & Works
From: Dunford, Joe
Sent: Wednesday, August 23, 2017 3:02 PM
To: Bruce, Darryl K.
Subject: Re: Hillview to St. Jones Within Tnder

thanks darryl!

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Bruce, Darryl K.
Sent: Wednesday, August 23, 2017 1:23 PM
To: Dunford, Joe
Subject: RE: Hillview to St. Jones Within Tnder

Hi Joe,

Work involves the replacement of 7 deteriorated road culverts and the remainder of money is put into one lift of levelling asphalt. Looking at 9 areas for a total distance of approximately 4.4 km's between Hillview and St. Jones Within. This should take of the worst areas for now. If you require anything else just let me know.

Darryl

From: Dunford, Joe
Sent: Wednesday, August 23, 2017 12:23 PM
To: Bruce, Darryl K.; Morrisey, John
Cc: Grandy, Cory
Subject: RE: Hillview to St. Jones Within Tnder

Thanks folks. This is an important one. When it goes out please let me know. Also Darryl, would you send me a quick description of the work being done please.

Joe Dunford, M.Eng. P.Eng.
Assistant Deputy Minister – Operations
Transportation and Works
P: (709) 729-0648

From: Bruce, Darryl K.
Sent: Wednesday, August 23, 2017 9:01 AM
To: Morrisey, John <morriseyj@gov.nl.ca>
Cc: Grandy, Cory <corygrandy@gov.nl.ca>; Dunford, Joe <joeDunford@gov.nl.ca>
Subject: Hillview to St. Jones Within Tnder

John,

The tender for levelling sections of Route 205 between Hillview and St. Jones Within is now available on the Highways directory. Work includes levelling nine locations and replacement of deteriorated road culverts only in areas identified to be repaved. The total distance to be levelled is approximately 4.4 kms. Work for culvert replacements accounts for less than 15% of the total project cost. The total estimated cost of the project, including engineering, is $499,889.50.

If you have any questions or require anything further please contact me.

Darryl Bruce, P.Eng.
Regional Engineer
Department of Transportation and Works
3 Duffit Place, Clarenville, NL, A5A 1E9
t 709.466.4133, f 709.466.4158
No worries.

If asked, can I share the details of the work (culverts, guide rail, number of sections, etc.)?

Colin
Colin Holloway, MHA
District of Terra Nova
Parliamentary Secretary to the Minister of Municipal Affairs and Environment
Office of Climate Change and Fire and Emergency Services
Telephone: (709) 466-4165
Fax: (709) 466-4178
Toll Free: 1-800-514-9073

if you talk about it please make no reference to funding about as people will be bidding on this work

joe

Sent from my BlackBerry 10 smartphone on the Bell network.

Thanks Joe.

This is great news!

Colin
Colin Holloway, MHA
District of Terra Nova
Parliamentary Secretary to the Minister of Municipal Affairs and Environment
Office of Climate Change and Fire and Emergency Services
Telephone: (709) 466-4165
Fax: (709) 466-4178
Toll Free: 1-800-514-9073

fyi

Sent from my BlackBerry 10 smartphone on the Bell network.
Project 31-16PHP Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

This project involves resurfacing approximately nine (9) locations on Route 205, Hillview to St. Jones Within, between km 6.7 and km 14.8.

Work shall include removal of eight (8) culverts and installation of seven (7) culverts. Guide Rail shall be reinstalled on new posts at one culvert replacement site. Guide Rail shall be removed and not replaced as you enter Hatchet Cove to allow for reshaping of the existing shoulder. Culvert cuts shall be topped up with Granular “A” and existing asphalt shall be tack coated prior to paving with a 50mm thickness surface course asphalt. Granular “B” shall be used for shouldering.

Thanks folks. This is an important one. When it goes out please let me know. Also Darryl, would you send me a quick description of the work being done please.

Joe Dunford, M.Eng. P.Eng.
Assistant Deputy Minister – Operations
Transportation and Works
P: (709) 729-0648

The tender for levelling sections of Route 205 between Hillview and St. Jones Within is now available on the Highways directory. Work includes levelling nine locations and replacement of deteriorated road culverts only in areas identified to be repaved. The total distance to be levelled is approximately 4.4 kms. Work for culvert replacements accounts for less than 15% of the total project cost. The total estimated cost of the project, including engineering, is $499,889.50.

If you have any questions or require anything further please contact me.

Darryl Bruce, P.Eng.
Regional Engineer
Department of Transportation and Works
3 Duffitt Place, Clarenville, NL, A5A 1E9
t 709.466.4133, f 709.466.4158
See attached for generation of award letter. Thanks.
# Report After Public Tender Call

**TENDER #:** 10734  
**DOCKET #:** 10734  
**TENDER CLOSING DATE & TIME:** 2017/09/07 12:00:00PM

**TENDER DESCRIPTION:** 031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

**PROJECT #:**

**NUMBER OF TENDERS RECEIVED:** 2  
**NUMBER OF ADDENDUM ISSUED:**

**CHAIRMAN:** Stephen Slaney  
**SECRETARY:** Lisa Willar

## Schedule of Tenders

<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>J-1 CONTRACTING LIMITED, P.O. Box 9068, Clareville, NL, A5A2C2</td>
<td>$420,636.00</td>
<td>$63,095.40</td>
<td>$483,731.40</td>
<td>Bid Bond</td>
</tr>
<tr>
<td>FARRELLS EXCAVATING LTD, P.O. Box 909, Mount Pearl, NL, A1N3C8</td>
<td>$493,695.00</td>
<td>$74,054.25</td>
<td>$567,749.25</td>
<td>Bid Bond</td>
</tr>
</tbody>
</table>

## Transportation Tenders (Only)

### Pre-Tender Estimate of Cost:
- Base Bid: $454,454.00  
- Materials: $350.00  
- Other Charges:  
- Engineering: $454,454.00  
- **Total Cost:** $500,274.50

### Post-Tender Estimate of Cost:
- Base Bid: $420,636.00  
- Materials:  
- Other Charges:  
- Engineering: $420,636.00  
- **Total Cost:** $463,084.60

## Estimated Substantial Completion Date:
- **Estimated Date:**

## Design Manager:
- **Design Manager:** Darrell Bruce

## Construction Manager:
- **Construction Manager:**

## Recommended Tender:
- **Recommended Tender:** JI CONTRACTING LTD

## Tender Analysis Completed & Recommended By:
- **Tender Analysis Completed & Recommended By:**

## Contract Award:
- **Contract Award Completed & Recommended By:**

## Remarks:
- **Remarks:**

---

**Report Number:** 0014  
**Date Printed:** 2017/09/07
Good morning John, please see attached completed appendices for J-1.

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

Hi Steve,

Here are the forms for Project No: 31-17PHP as requested.

Have a great weekend,
Newfoundland
Labrador
Transportation and Works

DECLARATION OF SUB CONTRACTORS
APPENDIX 'B'

The Tender submitter also agrees that the following is a complete list of Sub-Contractors that will be required in the performance of the work and that no addition, deletion, or changes to this list will be permitted after the list is submitted.

State OWN FORCES if a Sub-Contractor is not required for any of the trades listed. If additional trades are required, insert in blank spaces.

<table>
<thead>
<tr>
<th>SUB-CONTRACTOR</th>
<th>ADDRESS</th>
<th>TRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Own Forces</td>
<td></td>
<td>CRUSHING</td>
</tr>
<tr>
<td>Own Forces/G&amp;R Contracting</td>
<td>Sandringham, NL</td>
<td>SUBGRADE</td>
</tr>
<tr>
<td>Own Forces</td>
<td></td>
<td>PAVING</td>
</tr>
<tr>
<td>S&amp;H Construction</td>
<td>Clarenville, NL</td>
<td>Guide Rail</td>
</tr>
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CONTRACTOR:  J-1 Contracting Ltd.

ADDRESS:  PO Box 9068  Clarenville, NL  A5A 2C2

DATE:  September 8, 2017
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>September 2017</th>
<th>October 2017</th>
</tr>
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<td>1 2 3 4</td>
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<tr>
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<td>Culverts</td>
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<tr>
<td>Granulars</td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
</tr>
<tr>
<td>Guide Rail</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demobilization</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

Project Name: Levelling sections of Route 205 between Hillview & St. Jones Within from km 6.7 to Km 14.8

Contractor: J-1 Contracting Ltd.

Address: PO Box 9068, Clarenville, NL A5A 2C2

Signature: [Redacted]

s. 40(1)
DECLARATION OF EQUIPMENT
APPENDIX TV'

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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<tr>
<td>1</td>
<td>Asphalt Plant</td>
<td>ADM250</td>
<td>8</td>
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<td>J-1 Contracting Ltd.</td>
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<tr>
<td>1</td>
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<td>CR462</td>
<td>5</td>
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<td>J-1 Contracting Ltd.</td>
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<tr>
<td>2</td>
<td>Asphalt Rollers</td>
<td>Volvo</td>
<td>9</td>
<td>Clarenville, NL</td>
<td>J-1 Contracting Ltd.</td>
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<tr>
<td>2</td>
<td>Loaders</td>
<td>Cat 980</td>
<td>3</td>
<td>Clarenville, NL</td>
<td>J-1 Contracting Ltd.</td>
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<tr>
<td>10</td>
<td>Tractors with Live Bottom Trailers</td>
<td>30 tonne 0-7</td>
<td>Clarenville, NL</td>
<td>J-1 Contracting Ltd.</td>
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<td>2</td>
<td>Excavators</td>
<td>470JD</td>
<td>1</td>
<td>Clarenville, NL</td>
<td>J-1 Contracting Ltd.</td>
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</tbody>
</table>

CONTRACTOR: J-1 Contracting Ltd

ADDRESS: PO Box 9068  Clarenville, NL  A5A 2C2

DATE: September 8, 2017
From: Willar, Lisa
Sent: Tuesday, September 12, 2017 2:32 PM
To: Tee, Dion; Grandy, Cory; Bruce, Darryl K.; Fitzgerald, Barry; Mercer, Deborah; Hanlon, Denise
Cc: Morrissey, John; Tapper, Jill
Subject: Award Letter - 031-17PHP
Attachments: PDF

Please see attached.

Thank you,

Lisa Willar
Clerk Typist III
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
East Block, Confederation Building
E-Mail: lisa.willar@gov.nl.ca
Tel: (709) 729-7292
Fax: (709) 729-6729
J-1 Contracting Limited
P.O. Box 9068
Clareville, NL
A5A 2C2

Dear Sir:

Re: #031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

I am pleased to inform you that your tender for the above noted project in the amount of $483,731.40 (HST included) 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).

Enclosed find a copy of the Tender Book covering the work involved in this project. Would you please have it signed and sealed by your company and returned to Tendering and Contracts within two (2) weeks. When the documents have been signed by department officials a copy will be forwarded to you for your records.

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.

As you may be aware certain concerns have arisen with respect to the quality of certain hot mix asphalt concrete work done in this Province over the last several years and deficiencies in the same.
As a result of these concerns a number of changes have been made to a number of terms and conditions of the tender documents and specifications book that form part of the contract that you and all others bid on and that all successful bidders on road contracts are required to sign.

The terms and conditions of G.C. 31 (see the Supplementary General Conditions attached to the tender documents in this regard) have been altered. Specifically, the warranty period provided for in the same has been extended from one (1) to two (2) years. As well, where a Contractor claims a fault or defect in roadwork is as a result of a defect or fault resulting from the design of the work, the onus has been placed on the Contractor to establish the same. Additionally, where a dispute exists with respect to a warranty issue the Contractor may be required by the Owner to correct the work concerned pending resolution of this matter under the dispute resolution mechanisms provided for in the tender documents which form part of the contract.

Certain changes have also been made to section 160 of the Specifications Book which forms part of the contract that all successful tender bidders must execute before beginning work on a project. The Contractor Performance Evaluation System provided for in section 160 of the Specifications Book has been revamped to make the compliance standards more rigid. The Contractor Performance Evaluation Form has been divided into two parts. Part I of the Contractor Evaluation Report now evaluates the Performance by a Contractor of Contract Work other than Warranty Work and Part II deals with the evaluation of the Contractor’s performance of any required Warranty Work under the contract. Under Part I Contractors whose work is found to be unacceptable at the time a Final Completion Certificate is issued will be subject to having their bidding privileges suspended for a period of time determined by the Department and will not have those privileges reinstated until they can demonstrate to the Department’s satisfaction that the issue(s) giving rise to the suspension have been addressed and that the Contractor can meet the appropriate standards in future. Contractors whose work is found to be unsatisfactory at the time a Final Completion Certificate is issued may have their bidding privileges suspended following a review of their performance on the contract in question and previous contracts by the Department for a period of time determined by the Department and not reinstated until they can demonstrate to the Department’s satisfaction that the issue(s) giving rise to the suspension is/are addressed and that the Contractor can meet the appropriate standards in future. As noted the provisions of the Contractor Performance Evaluation system have also been broadened to cover the Contractor performance of the Contractor’s obligations under GC 31 as amended during the extended warranty period referenced above. As part of the Contractor Performance Evaluation System a new Contractor Performance Report with respect to Warranty Work under the Contract being Part II of the Contractor Performance Evaluation Form which relates to the performance of work under the warranty provided in the contract has been created. Further to that process Contractors who do not appropriately address and correct faults or defects in their work will be subject to having their tendering privileges revoked until such deficiencies are corrected and/or the matter concerned otherwise resolved.

Another new Supplementary General Condition has also been added to the tender documents. This new Supplementary General Condition makes it clear that no payments will be made to the Contractor under Sections 330.05.10.01 and 330.06.09.03 of the Specifications Book related to Pavement Smoothness & Asphalt Density until any faults or defects in the Contractors’s work identified in the Warranty Period provided for in GC 31 have been satisfactorily addressed and
the warranty period has expired; unless no such deficiencies are found to exist in the Contractor’s work that are covered by the warranty during the warranty period, in which case such payments will be made to the Contractor within thirty (30) days of the expiration of the warranty period.

Where a Contractor fails to honour its commitments under the tender documents and the contract to which it relates whether related to a warranty claim or other matter covered by the contract, Government will also be making a claim against that Contractor’s bonding company.

You are further advised that the Department will be closely and strictly monitoring all road construction projects to ensure that Contractors properly and fully comply with all applicable specifications. Where a Contractor does not comply with the same, as noted above the Department will pursue all of the contractual and other legal remedies available to it to ensure compliance and to address defective work by a Contractor.

We believe these measures to be in the public interest and in the interests of the industry in ensuring that specifications are appropriately met and that quality work is done by all contractors.

Accordingly, I would ask you to please contact our Regional Engineer, Darryl Bruce at (709) 466-4133, Transportation and Works, Eastern Region, within the next ten (10) days to arrange for a suitable time to further discuss the work, the contract and the above.

Yours truly,

Tracy King
Deputy Minister

“Never give safety a day off”

cc: Dion Tee, Director of Road Operations, TW
Darryl Bruce, Regional Engineer, Eastern Region
Barry Fitzgerald, Manager Occupational Health & Safety
Debbie Mercer, Accounts Payable Supervisor
Denise Hanlon, Secretary, Highway Design & Construction
A few questions that would have to be answered.

What would be the cost if it were to be replaced?
Would the cost require an approved contract extension by the Deputy Minister?
Would the contractor be willing to do the work?

John

From: Bruce, Darryl K.
Sent: Thursday, September 28, 2017 10:52 AM
To: Morrissey, John <morriseyj@gov.nl.ca>; Worthman, Matthew <MatthewWorthman@gov.nl.ca>; King, Tracy <TracyKing@gov.nl.ca>
Cc: Grandy, Cory <corygrandy@gov.nl.ca>; Dunford, Joe <JoeDunford@gov.nl.ca>
Subject: Re: Road Work In St. Jones Within

Only culverts that were within the limits of paving are being replaced. This culvert is outside the project limits and is probably in similar condition to the majority on this route.

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Morrissey, John
Sent: Thursday, September 28, 2017 10:43 AM
To: Worthman, Matthew; King, Tracy
Cc: Grandy, Cory; Dunford, Joe; Bruce, Darryl K.
Subject: RE: Road Work In St. Jones Within

Regional Engineer Darryl Bruce would have to investigate this issue with a cost estimate for possible inclusion as a contract extension.

From: Worthman, Matthew
Sent: Thursday, September 28, 2017 10:39 AM
To: King, Tracy <TracyKing@gov.nl.ca>
Cc: Grandy, Cory <corygrandy@gov.nl.ca>; Dunford, Joe <JoeDunford@gov.nl.ca>; Morrissey, John <morriseyj@gov.nl.ca>
Subject: FW: Road Work In St. Jones Within

Hi folks:
Please see the following email from MHA Halloway.

Please advise.

MATTHEW WORTHMAN, B.Ed. | Executive Assistant to the Minister

Transportation and Works
5th Floor, West Block
Confederation Building
P.O. Box 8700, St. John’s, NL A1B 4J6

t: 709-729-5884 | f: 709-729-4285 | e: matthewworthman@gov.nl.ca

From: Holloway, Colin
Sent: Thursday, September 28, 2017 10:37 AM
To: Worthman, Matthew <MatthewWorthman@gov.nl.ca>
Cc: Crocker, Steve <SteveCrocker@gov.nl.ca>
Subject: Road Work in St. Jones Within

Hi Matthew,

I need your assistance.

J-1 Contracting is currently advancing the road work contract between Hillview and St. Jones Within.

Under the scope of work, several new culverts are being replaced.

However, one culvert near St. Jones Within is not included in the scope.

This culvert has been flagged by TW staff for needed replacement. The culvert is blocked and rusted out. It is suggested that the culvert is too small to carry the water.

J-1 Contracting will be finished installing culverts today.

Given the contract is under budget, can we have this culvert replacement added to the scope of work?

TW staff tell me it is only a matter of time before we are back in the community replacing this one.

Thanks,

Colin

Colin W. Holloway, B.A.
MHA - District of Terra Nova
Parliamentary Secretary to Minister of Municipal Affairs, Environment and Climate Change
T. (709) 466-4165
E. ColinHolloway@gov.nl.ca
FaceBook. Twitter: @HollowayMHA
Thanks John.

Darryl:

Denise is working on permits currently. Projects 40-17 through to 47-17PHM haven’t been awarded yet but likely will occur mid next week.

Hi John,

Wondering about project permits for the following projects:

31-17 PHP
32-17 PMB
40-17 PHM
43-17 PHM
46-17 PHM

Thanks,

Darryl Bruce, P.Eng.
Regional Engineer
Department of Transportation and Works
3 Duffitt Place, Clarenville, NL, A5A 1E9
t 709.466.4133, f 709.466.4158
From: Willar, Lisa
Sent: Thursday, November 16, 2017 3:51 PM
To: Bruce, Darryl K.
Cc: Morrissey, John
Subject: HP TRIM DOCUMENT : DOC/2017/19256 : Signed Contract - J-1 Contracting Ltd.- 031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8
Attachments: Signed Contract - J-1 Contracting Ltd.- 031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8.PDF

------< HP TRIM Record Information >------

Record Number : DOC/2017/19256
Title : Signed Contract - J-1 Contracting Ltd.- 031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8
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 19th day of Sept. 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-18.1.

hereinafter called the "Owner"

AND J-1 Contracting Ltd.

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. 31-17PHP (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 1st day of 2017 and substantially perform the Work of this Contract as certified by the Engineer by the 31st day of October, 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 Four hundred eighty three thousand seven hundred thirty one dollars and forty cents ($483,731.40) (including HST) in Canadian funds which price shall be subject to adjustments as may by required in accordance with the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

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

a. make monthly payments to the Contractor on account of the Contract Price. The amounts
of such payments shall be as certified by the Engineer and
b. upon Substantial Performance of the work as certified by the Engineer pay to the
contractor any unpaid balance of holdback monies then due; and
c. upon Total Performance of the Work as certified by the Engineer pay to the contractor any
unpaid balance of the Contract Price then due.

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

ARTICLE A-5 ADDRESSES FOR NOTICES

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

The Owner at: Tendering and Contracts, Dept. of Transportation & Works
Ground Floor-West Wing, East Block, Confederation Bldg.
P.O. Box 8700, St. John’s, NL, A1B 4J6

The Contractor at: J-1 Contracting Ltd., P.O. Box 9068, Clarenville, NL A5A 2C2

The Engineer at: Darryl Bruce, Regional Engineer, 3 Duffitt Place, Clarenville, NL A5A 1E9

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

[Signature]
Tracy King, Deputy Minister Date

CORPORATE SEAL

s. 40(1)

CONTRACTOR

[Name and Title]

[Signature]
Signed Date

Name and Title

AGREEMENT 2
N.B. Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.
**TW CORRESPONDENCE CHECKLIST**

**Title:** 031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

**Drafter:** Stephen Slaney

**TRIM #:**

**Date:** September 28, 2017

**Authority to Approve:** (TBM, OC, MC, etc)

**Date:**

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<thead>
<tr>
<th>Approvals</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Date</th>
<th>Comments</th>
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<td>Responsible ADM(s)</td>
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<td>Other (specify):</td>
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<td>Deputy Minister</td>
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<tr>
<td>Minister</td>
<td></td>
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<td></td>
</tr>
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Signed by [Signature]

***Please have DM sign and return***

Thanks

Steve Slaney
<table>
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<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ORIGINAL</th>
<th>VARIANCE</th>
<th>REVISED TOTAL</th>
<th>UNIT PRICE</th>
<th>VALUE OF VARIANCE</th>
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<td>82.0</td>
<td>$220.00</td>
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<td>Granular “A”</td>
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<td>-7.5</td>
<td>116.5</td>
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<td>38.</td>
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<td>24.0</td>
<td>$60.00</td>
<td>$1,740.00</td>
</tr>
<tr>
<td>47.</td>
<td>Supply Fill in Place</td>
<td>m³</td>
<td>200.0</td>
<td>253.0</td>
<td>433.0</td>
<td>$18.00</td>
<td>$4,194.00</td>
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**VALUE OF ADDITIONAL WORK AND/OR VARIANCES:** $40,738.20

**ORIGINAL VALUE OF TENDER:** $420,690.00

**REVISED VALUE OF TENDER:** $461,428.20

**EXPLANATION WHY ADDITIONAL WORK IS REQUIRED OR QUANTITY VARIANCES ARE EXPECTED:**

12. **Selected Granular Base Course** - Granular “B” - Granular “B” was more than anticipated because granular “B” used for shouldering had to be much thicker because existing asphalt was deteriorated so badly surface course overlay had to be thicker to repair the damage. The existing shoulder was much lower than expected prior to paving and resulting in more Granular “B” being used to re-establish the shoulder.

16. **Hot Mix Asphaltic Concrete** - Asphalitic Surface Course - Asphalitic Surface Course was more than anticipated because extra was required to repair existing asphalt deterioration.

47. **Supply Fill in Place** - Supply Rock Fill in Place - Supply Rock Fill in Place was more than anticipated due to extra quantities being used for culvert installation and to re-establish subgrade in several areas.

**RECOMMENDED FOR APPROVAL:**

[Signature]

[Director of Highway Design & Construction (Head Office)]

[Permit Issuer (Head Office)]

[FOR USE WHEN CHANGE ORDERS OR EXTENSIONS EXCEED LIMITS]
December 4, 2017

Mr. Bill Hillier  
Director of Highway Design and Construction

RE: Project 31-17 PHP – Leveling sections of Route 205 between Hillview and St. Jones  
Within from km 6.7 to km 14.8

Enclosed is a Supplementary Estimate of Cost (Request No. 2 - Final) for the project referenced  
above. This project is now complete and ran over on contract payments by $40,738.20,  
approximately 9.7% of the contract amount.

Explanation of over runs is detailed on the SEC and is explained in correspondence dated  
November 1, 2017. Final contract payments for this project shall now be set at $461,374.20. The  
project permit for FY 2017/2018 shall be adjusted accordingly.

Please contact me if you wish to discuss.

[Signature]

DARYL BRUCE, P. Eng.  
Regional Engineer

/jd

c. John Morrissey, Manager of Highway Design and Traffic Engineering

encl.
# SUPPLEMENTARY ESTIMATE OF COST

**PROJECT NO:** 31-17 PHF  
**Supplementary No:** 2 [Final]  
**PROJECT:** Leveling sections of Route 205 between Hiloew and St. Jones Within from km 6.7 to km 14.8  
**CONTRACTOR:** J-1 Contracting Ltd.  
**ESTIMATED COST:** $420,636.00

## REQUEST FOR ADDITIONS AND/or REDUCTIONS IN QUANTITIES

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ORIGINAL</th>
<th>VARIANCE</th>
<th>REVISED TOTAL</th>
<th>UNIT PRICE</th>
<th>VALUE OF VARIANCE</th>
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<tbody>
<tr>
<td>6.</td>
<td>Excavation for Foundation</td>
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<td>1000</td>
<td>-129</td>
<td>871</td>
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<td>Supply and installation of Pipe Culverts</td>
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<td>2.0</td>
<td>86.0</td>
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<td>600 mm Diameter</td>
<td>m</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>800 mm Diameter</td>
<td>m</td>
<td>24.0</td>
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<td>Selected Granular Base Course</td>
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<tr>
<td>(b)</td>
<td>Granular &quot;B&quot;</td>
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<td>3540.3</td>
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<td>Asphaltic Surface Course</td>
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<td></td>
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<td></td>
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<tr>
<td>(c)</td>
<td>Liquid Asphalt</td>
<td>t</td>
<td>214.50</td>
<td>32.22</td>
<td>217.72</td>
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<td>$2,886.00</td>
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<td>$6,236.68</td>
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<td>$10.00</td>
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<td>28.</td>
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<td>(a)</td>
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<tr>
<td>47.</td>
<td>Supply Fill in Place</td>
<td></td>
<td>200.0</td>
<td>233.0</td>
<td>433.0</td>
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<td>m²</td>
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</table>

**VALUE OF ADDITIONAL WORK AND/OR VARIANCES:** $40,739.20  
**ORIGINAL VALUE OF TENDER:** $420,636.00  
**REVISED VALUE OF TENDER:** $461,374.20

## EXPLANATION WHY ADDITIONAL WORK IS REQUIRED OR QUANTITY VARIANCES ARE EXPECTED

- **Approved extension to upgrade and pave Route 231-15-3, Cemetery Road, Lady Cove, Random Island cost $23,570.07**
  
12. Selected Granular Base Course - Granular "B" - Granular "B" was more than anticipated because granular "B" used for shouldering had to be much thicker because existing asphalt was determined to be badly surface course overlay had to be thicker to repair the damage.

14. Tack Coat - Tack coat was much lower than expected prior to paving resulting in more Granular "B" being used to re-establish the shoulder.

16. Hot Mix Asphaltic Concrete - Hot Mix Asphaltic Concrete was more than anticipated because extra asphalt was needed to repair existing asphalt deterioration.

47. Supply Fill in Place - Supply Rock Fill in Place - Supply Rock Fill in Place was more than anticipated due to extra quantities being used for culvert installation and to re-establish subgrade in several areas.

## RECOMMENDED FOR APPROVAL

[Signatures and stamps]

**FOR USE WHEN CHANGE ORDERS OR EXTENSIONS EXCEED LIMITS**

[Signatures and dates]

**FOR USE WHEN THE TENDER INCREASES BY MORE THAN 10% OF THE ORIGINAL VALUE DUE TO VARIATION OF QUANTITIES**

[Signatures and dates]
### PROJECT NO: 31-17 PWP
### Supplementary No: 1
### Month Ending: October 30, 2017

### CONTRACTOR: B & J Contracting Ltd.

### ESTIMATED COST: $420,636.00

#### REQUEST FOR ADDITIONAL WORK OR QUANTITY VARIANCES

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<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Original</th>
<th>Variance</th>
<th>Revised Total</th>
<th>Unit Price</th>
<th>Value of Variance</th>
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<td>9.</td>
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<td>79.9</td>
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<td>$200.00</td>
<td>$36,456.00</td>
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<td>11.</td>
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<td>$3,233.58</td>
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<td>16.</td>
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<td>0.0</td>
<td>1.00</td>
<td>$300.00</td>
<td>$300.00</td>
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<tr>
<td>17.</td>
<td>Bitulize Hours</td>
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<td>19.</td>
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<td>$5,200.00</td>
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<tr>
<td>20.</td>
<td>Salvage &amp; Reinstallation of Guard Rail With New</td>
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<td>0.0</td>
<td>26.0</td>
<td>$200.00</td>
<td>$5,200.00</td>
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<tr>
<td>21.</td>
<td>Supply Fill in Place</td>
<td>m³</td>
<td>200.0</td>
<td>233.0</td>
<td>433.0</td>
<td>$18.00</td>
<td>$7,806.00</td>
</tr>
</tbody>
</table>

**Value of Additional Work and/or Variances:** $41,593.20

**Original Value of Tender:** $420,636.00

**Revised Value of Tender:** $462,229.20

#### Explanation that Additional Work is Required or Quantity Variations Are Expected

12. Selected Granular Base Course - Granular "A" was more than anticipated because granular "B" used for shoulder had to be much thicker because existing granular was contaminated so bally surface course overlay had to be thicker to repair the damage. The existing granular was much thinner than expected prior to paving resulting in more granular "B" being used to re-establish the shoulder.

16. Hot Mix Asphalt Concrete - Asphallic Surface Course - Asphallic Surface Course was more than anticipated because extra was needed to repair existing crack stabilization.

47. Supply Fill in Place - Supply Rock Fill in Place - Supply Rock Fill in Place was more than anticipated due to extra quantities being used for culvert installation and to re-stabilize embankment in several areas.

#### Recommended for Approval

[Signatures]

#### FOR USE WHEN CHANGE ORDERS OR EXTENSIONS EXCEED LIMITS

[Signature]

#### FOR USE WHEN THE TENDER INCREASES BY MORE THAN 10% OF THE ORIGINAL VALUE DUE TO VARIATION OF QUANTITIES

[Signature]
November 1, 2017

Mr. John Morrissey
Manager of Highway Design and Traffic Engineering

RE: Project No. 31-17 PHP – Leveling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

Enclosed is a Supplementary Estimate of Cost (Request No. 1) for the project referenced above. The project is nearly complete and at this time we are anticipating an overrun of $41,358.20, approximately 9.8% of the contract amount.

All quantity variances are detailed in the Supplementary Estimate of Cost and items of significant variance are further explained as required. Most notable was an increase in Granular ‘B’ and surface course asphalt. Due to the poor condition of the existing asphalt it was difficult to control quantities which resulted in an overrun of approximately 160 tonnes of surface course asphalt. As well, the edge of the new asphalt was much thicker than the estimated 50mm thickness. That combined with the poor condition of existing shoulders resulted in a substantial increase in granular ‘B’ used for shoulderings.

In addition to the variance in quantities, work was also completed in Lady Cove as an extension to the contract. The total cost of this work, including mobilization and demobilization, was $23,570.07. The contract extension accounted for approximately 57% of the overrun while quantity variances accounted for approximately 43% of the overrun.

As a result contract payments for this project are anticipated to be $461,994.20. Contract payments for fiscal year 2017/2018 will need to be increased from $420,636.00 to $461,994.20.

Please contact me if you wish to discuss.

Darryl Bruce, P. Eng.
Regional Engineer

/jd

c. Cory Grandy, ADM Infrastructure

encl.
# SUPPLEMENTARY ESTIMATE OF COST

**PROJECT NO:** 31-17 PHP  
**Supplementary No:** 1  
**Month Ending:** October 20, 2017  
**PROJECT:** Leveling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8  
**CONTRACTOR:** J1-1 Contracting Ltd.  
**ESTIMATED COST:** $420,636.00

## REQUEST FOR ADDITIONS AND/or REDUCTIONS IN QUANTITIES

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ORIGINAL</th>
<th>VARIANCE</th>
<th>REVISED TOTAL</th>
<th>UNIT PRICE</th>
<th>VALUE OF VARIANCE</th>
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<td>6.</td>
<td>Excavation for Foundation</td>
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<td>1000</td>
<td>-129</td>
<td>871</td>
<td>$14.00</td>
<td>$-1,806.00</td>
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<tr>
<td>7.</td>
<td>Supply and Installation of Pipe Culverts</td>
<td>m³</td>
<td>(a) 600 mm Diameter</td>
<td>84.0</td>
<td>-2.0</td>
<td>82.0</td>
<td>$220.00</td>
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<td></td>
<td></td>
<td>m³</td>
<td>(b) 800 mm Diameter</td>
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<td>24.0</td>
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<td></td>
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<td>m³</td>
<td>(c) 1000 mm Diameter</td>
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<td>12.</td>
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<td>(a) Granular &quot;A&quot;</td>
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<td>16.</td>
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<td>240.3</td>
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<td>$36.00</td>
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<tr>
<td></td>
<td></td>
<td>t</td>
<td>(b) Liquid Asphalt</td>
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<td>3.22</td>
<td>217.72</td>
<td>$900.00</td>
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<tr>
<td></td>
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<td>(c) Blending Sand</td>
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<tr>
<td>18.</td>
<td>Removal of Guide Rail</td>
<td>m</td>
<td>210</td>
<td>-3.7</td>
<td>206.3</td>
<td>$10.00</td>
<td>$-37.00</td>
</tr>
<tr>
<td>21.</td>
<td>Contingency</td>
<td>$</td>
<td>3,000.00</td>
<td>-6,232.69</td>
<td>$3,232.69</td>
<td>$6,232.68</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Flagperson Hours</td>
<td>hrs</td>
<td>400</td>
<td>-50</td>
<td>350</td>
<td>$20.00</td>
<td>$-1,000.00</td>
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<tr>
<td>26.</td>
<td>Backhoe Hours</td>
<td>$</td>
<td>20.00</td>
<td>0.0</td>
<td>20.00</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>Disposal of Pipes &amp; Culverts</td>
<td>m³</td>
<td>(a) 1000 mm</td>
<td>124.0</td>
<td>-7.5</td>
<td>116.5</td>
<td>$20.00</td>
</tr>
<tr>
<td>38.</td>
<td>Salvage &amp; Reinstallation of Guide Rail</td>
<td>m</td>
<td>(a) Salvage &amp; Reinstallation of Guide Rail With New Poles</td>
<td>25.0</td>
<td>25.0</td>
<td>50.0</td>
<td>$600.00</td>
</tr>
<tr>
<td>47.</td>
<td>Supply Fill in Place</td>
<td>m³</td>
<td>(a) Supply Rock Fill in Place</td>
<td>200</td>
<td>233</td>
<td>433</td>
<td>$18.00</td>
</tr>
</tbody>
</table>

**VALUE OF ADDITIONAL WORK AND/or VARIANCES:** $41,160.20  
**ORIGINAL VALUE OF TENDER:** $420,636.00  
**REVISED VALUE OF TENDER:** $461,796.20

## EXPLANATION WHY ADDITIONAL WORK IS REQUIRED OR QUANTITY VARIANCES ARE EXPECTED

- **12.** Selected Granular Base Course - Granular "B" - Granular "B" was more than anticipated because granular "B" used for shoultering had to be much thicker because existing asphalt was deteriorated to badly surface course overlay had to be thicker to repair the damage. The existing shoulder was much lower than expected prior to paving resulting in more Granular "B" being used to re-establish the shoulder.

## RECOMMENDED FOR APPROVAL

- **47.** Supply Fill in Place - Supply Rock Fill in Place - Supply Rock Fill in Place was more than anticipated due to extra quantities being used for culvert installation and to re-establish subgrade in several areas.

---

**FOR USE WHEN CHANGE ORDERS OR EXTENSIONS EXCEED LIMITS**

- **Treasury Board Approval Recommended:** [Signature]

**FOR USE WHEN THE TENDER INCREASES BY MORE THAN 10% OF THE ORIGINAL VALUE DUE TO VARIATION OF QUANTITIES**

- **Treasury Board Advised:** [Signature]
From: Slaney, Stephen
Sent: Wednesday, August 23, 2017 2:48 PM
To: Vickers, Jacqueline; Willar, Lisa; Shulba, Janice
Cc: Morrissey, John; Granville, Andre G.; Manning, Paula A.; Waterman, Wade; Tee, Dion; Titford, Randy; Dunford, Joe; Crumney, Jennifer; Skanes, Bill; Morris, Christian; Bruce, Darryl K.; Hiscock, Chris M.; Hynes, Dan; Morris, Chris L.; Randell, Kent; Ellsworth, Barry W.
Subject: RE: Transportation Tender Notice
Attachments: 031-17PHP - Aug 23, 2017.doc

Please see attached Transportation tender notice.

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
DEPARTMENT OF TRANSPORTATION & WORKS
INVITATION TO TENDER

Tenders will be received up to the dates & times indicated below for the following projects:

A/PROJECT #031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones
Within from km 6.7 to km 14.8

PURCHASE PRICE: $45.20

CLOSING DATE: September 7th, 2017 @ 12:00PM

Electronic specs maybe obtained free of charge by e-mailing a request to janiceshulba@gov.nl.ca, stephenslaney@gov.nl.ca receipt of the purchase price indicated above, (NON REFUNDABLE, HST INCLUDED) specs may be purchased from Tendering & Contracts, Ground Floor, East Block, Confederation Building, P.O. Box 8700, St. John’s, NL. A1B 4J6, Ph# 709-729-3786, Fax # 709-729-6729, & viewed at the office of the NL Construction Assoc. Tenders addressed to the Deputy Minister of Transportation & Works must be delivered to Tendering & Contracts at the address above & be submitted on forms provided & in sealed envelopes clearly marked as to the contents. Tenders will be opened immediately after the tender closing time. The Department does not bind itself to accept the lowest or any tender.

Please note that all current construction & service contract tender notices are also available on the Government of Newfoundland and Labrador web site at www.tw.gov.nl.ca/tenderingandcontracts

Honourable Steve Crocker
Minister
Transportation & Works
The following project is requested to be advertised on the Tendering & Contracts web site:

Project 31-16PHP   Closing: September 7, 2017

Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8
GOVERNMENT OF
NEWFOUNDLAND AND LABRADOR
Department of Transportation and Works

REQUEST FOR PUBLIC
ADVERTISEMENT

Printed on: 8/23/2017 12:59:53 PM

TO: MGR, TENDERING AND CONTRACTS, TRANSPORTATION AND WORKS, Jacqueline Vickers
FROM: A.D.M. INFRASTRUCTURE Cory Grandy

PROJECT DESCRIPTION(S)

PROJECT NO. 0031-17PHP Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

This project is under Regional Manager Darryl Bruce, Clarenville Eastern. The estimate was prepared by
DISTRICT 2. The funding for this project is Provincial and exceeds $100,000.

Non-refundable purchase price for plans specs $22.60 ($20.00 + 13% HST) Advertise in appropriate papers. NLCA Bid Depository Not Required

APPROVED BY: Joe Dunford, ADM Operations
**REPORT AFTER PUBLIC TENDER CALL**

**TENDER #:** 10734  **DOCKET #:** 10734  
**CLOSING DATE & TIME:** 2017/09/07 12:00:00PM

**TENDER DESCRIPTION:** E31-117PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 0.7 to km 0.8

**PROJECT #:**  
**NUMBER OF TENDERS RECEIVED:** 2  **NUMBER OF ADDENDUM ISSUED:**

**CHAIRMAN:** Stephen Slaney  **SECRETARY:** Lisa Willar  **CONSULTANT:**

---

### SCHEDULE OF TENDERS

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Base Bid</th>
<th>HST</th>
<th>Tender Total</th>
<th>Security</th>
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<tbody>
<tr>
<td>J.I. Contracting Limited, P.O. Box 9688, Clarenville, NL A5A 2C2</td>
<td>$420,636.00</td>
<td>$63,095.40</td>
<td>$483,731.40</td>
<td></td>
</tr>
<tr>
<td>Farrell Excavating Ltd., P.O. Box 909, Mount Pearl, NL A1N 0C9</td>
<td>$495,695.00</td>
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**TRANSPORTATION TENDERS (Only):**

**PRE-TENDER ESTIMATE OF COST:**

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<th>Base Bid</th>
<th>Materials</th>
<th>Queen Charges</th>
<th>Engineering</th>
<th>Total Cost</th>
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<td></td>
<td>494,145.00</td>
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<td>615.00</td>
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**POST-TENDER ESTIMATE OF COST:**

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<th>Queen Charges</th>
<th>Engineering</th>
<th>Total Cost</th>
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<tr>
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<td>493,084.60</td>
<td>350.00</td>
<td></td>
<td>0</td>
<td>493,084.60</td>
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**ESTIMATED SUBSTANTIAL COMPLETION DATE:**

**DESIGN MANAGER:**

**CONSTRUCTION MANAGER:** Darryl Bruce

**RECOMMENDED TENDER:** J.I. Contracting Ltd.  
**AMOUNT Less HST:** $420,636.00

**TENDER ANALYSIS COMPLETED & RECOMMENDED BY:**

**CONTRACT AWARD:**

---

**REMARKS:**

**CONTRACTOR TO PROVIDE COMPLETED APPENDICES**
**TW CORRESPONDENCE CHECKLIST**

**Title:** 031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

**Drafted:** Stephen Slaney

**Authority to Approve:** (TBM, OC, MC, etc)

<table>
<thead>
<tr>
<th>Approvals</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Date</th>
<th>Comments</th>
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<tr>
<td>Responsible Director</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
<td>5/17/17</td>
<td></td>
</tr>
<tr>
<td>Responsible ADM(s)</td>
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<td>☐</td>
<td>☑</td>
<td>5/17/17</td>
<td></td>
</tr>
<tr>
<td>Other (specify):</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Minister</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minister</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

***Please have DM sign and return***

Thanks

Steve Slaney
J-1 Contracting Limited  
P.O. Box 9068  
Clarenville, NL  
A5A 2C2

Dear Sir:

Re: #031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

I am pleased to inform you that your tender for the above noted project in the amount of $483,731.40 (HST included) 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).

Enclosed find a copy of the Tender Book covering the work involved in this project. Would you please have it signed and sealed by your company and returned to Tendering and Contracts within two (2) weeks. When the documents have been signed by department officials a copy will be forwarded to you for your records.

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.

As you may be aware certain concerns have arisen with respect to the quality of certain hot mix asphalt concrete work done in this Province over the last several years and deficiencies in the same.
As a result of these concerns a number of changes have been made to a number of terms and conditions of the tender documents and specifications book that form part of the contract that you and all others bid on and that all successful bidders on road contracts are required to sign.

The terms and conditions of G.C. 31 (see the Supplementary General Conditions attached to the tender documents in this regard) have been altered. Specifically, the warranty period provided for in the same has been extended from one (1) to two (2) years. As well, where a Contractor claims a fault or defect in roadwork is as a result of a defect or fault resulting from the design of the work, the onus has been placed on the Contractor to establish the same. Additionally, where a dispute exists with respect to a warranty issue the Contractor may be required by the Owner to correct the work concerned pending resolution of this matter under the dispute resolution mechanisms provided for in the tender documents which form part of the contract.

Certain changes have also been made to section 160 of the Specifications Book which forms part of the contract that all successful tender bidders must execute before beginning work on a project. The Contractor Performance Evaluation System provided for in section 160 of the Specifications Book has been revamped to make the compliance standards more rigid. The Contractor Performance Evaluation Form has been divided into two parts. Part I of the Contractor Evaluation Report now evaluates the Performance by a Contractor of Contract Work other than Warranty Work and Part II deals with the evaluation of the Contractor’s performance of any required Warranty Work under the contract. Under Part I Contractors whose work is found to be unacceptable at the time a Final Completion Certificate is issued will be subject to having their bidding privileges suspended for a period of time determined by the Department and will not have those privileges reinstated until they can demonstrate to the Department’s satisfaction that the issue(s) giving rise to the suspension have been addressed and that the Contractor can meet the appropriate standards in future. Contractors whose work is found to be unsatisfactory at the time a Final Completion Certificate is issued may have their bidding privileges suspended following a review of their performance on the contract in question and previous contracts by the Department for a period of time determined by the Department and not reinstated until they can demonstrate to the Department’s satisfaction that the issue(s) giving rise to the suspension is/are addressed and that the Contractor can meet the appropriate standards in future. As noted the provisions of the Contractor Performance Evaluation system have also been broadened to cover the Contractor performance of the Contractor’s obligations under GC 31 as amended during the extended warranty period referenced above. As part of the Contractor Performance Evaluation System a new Contractor Performance Report with respect to Warranty Work under the Contract being Part II of the Contractor Performance Evaluation Form which relates to the performance of work under the warranty provided in the contract has been created. Further to that process Contractors who do not appropriately address and correct faults or defects in their work will be subject to having their tendering privileges revoked until such deficiencies are corrected and/or the matter concerned otherwise resolved.

Another new Supplementary General Condition has also been added to the tender documents. This new Supplementary General Condition makes it clear that no payments will be made to the Contractor under Sections 330.05.10.01 and 330.06.09.03 of the Specifications Book related to Pavement Smoothness & Asphalt Density until any faults or defects in the Contractor’s work identified in the Warranty Period provided for in GC 31 have been satisfactorily addressed and
the warranty period has expired; unless no such deficiencies are found to exist in the Contractor’s work that are covered by the warranty during the warranty period, in which case such payments will be made to the Contractor within thirty (30) days of the expiration of the warranty period.

Where a Contractor fails to honour its commitments under the tender documents and the contract to which it relates whether related to a warranty claim or other matter covered by the contract, Government will also be making a claim against that Contractor’s bonding company.

You are further advised that the Department will be closely and strictly monitoring all road construction projects to ensure that Contractors properly and fully comply with all applicable specifications. Where a Contractor does not comply with the same, as noted above the Department will pursue all of the contractual and other legal remedies available to it to ensure compliance and to address defective work by a Contractor.

We believe these measures to be in the public interest and in the interests of the industry in ensuring that specifications are appropriately met and that quality work is done by all contractors.

Accordingly, I would ask you to please contact our Regional Engineer, Darryl Bruce at (709) 466-4133, Transportation and Works, Eastern Region, within the next ten (10) days to arrange for a suitable time to further discuss the work, the contract and the above.

Yours truly,

[Signature]

Tracy King
Deputy Minister

“Never give safety a day off”

cc: Dion Tee, Director of Road Operations, TW
     Darryl Bruce, Regional Engineer, Eastern Region
     Barry Fitzgerald, Manager Occupational Health & Safety
     Debbie Mercer, Accounts Payable Supervisor
     Denise Hanlon, Secretary, Highway Design & Construction
Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

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>PAY</th>
<th>ESTIMATED QUANTITY</th>
<th>+/−</th>
<th>UNIT PRICE CHANGE</th>
<th>TENDER AMOUNT CHANGE LESS H.S.T.</th>
</tr>
</thead>
<tbody>
<tr>
<td>16(b)</td>
<td>Asphaltic Surface Course</td>
<td>L</td>
<td>3300</td>
<td>−</td>
<td>2.00</td>
<td>$4,600.00</td>
</tr>
<tr>
<td>23</td>
<td>Mobilization &amp; Demobilization LS</td>
<td>lumpsum</td>
<td>−</td>
<td>39,999.00</td>
<td>$39,999.00</td>
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</tr>
</tbody>
</table>

**FOR DEPARTMENT USE**

$483,731.46

Revised total tender price as per addendum(s)

Total Change $46,599.00

+ 15% H.S.T. $6,989.85

This will increase/decrease my total tender price (including H.S.T.) by $53,588.85

We acknowledge receipt of the following addenda:

Contractor: J. I. Contracting Ltd.
Address: 1068, Clarenville, NL A5A 2C3.
Signature: [Signature]
Title: President
Date: 09/07/17

* SHOW UNIT PRICE CHANGES. DO NOT SHOW REVISED UNIT PRICES OR REVISED EXTENDED AMOUNT CHANGES. THE CHANGES SHOWN WILL BE MADE TO THE ORIGINAL SUBMITTED TENDER DURING THE TENDER EVALUATION PROCESS.

s. 40(1)
Tender for:

Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

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: J-I Contracting Ltd
P.O. Box 9068
Clarenville, NL A5A 2C2

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 Five Hundred Fifty Seven Thousand, Three Hundred Twenty Dollars and Twenty Five Cents ($577,320.25).

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

2. The Work shall be substantially performed within two (2) months from the date of notification of award of Contract and not later than the 31st of October 2017.

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.
<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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<tr>
<td></td>
<td>CARRIED FORWARD $</td>
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</tr>
<tr>
<td>6</td>
<td>Excavation for Foundation</td>
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<tr>
<td>6(b)</td>
<td>Other Material</td>
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<td>1000</td>
<td>14.00</td>
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<td>7</td>
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<td>12(a)</td>
<td>Granular &quot;A&quot;</td>
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<td>16.00</td>
<td>2,400</td>
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<td>15.00</td>
<td>16,500</td>
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<td>14</td>
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<td>38.00</td>
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## UNIT PRICE TABLE
### HIGHWAYS

**SEE SGC #6**

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<td></td>
<td></td>
</tr>
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<td>16(d)</td>
<td>Liquid Asphalt</td>
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<td>193,050</td>
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<td>15.00</td>
<td>7,425</td>
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<tr>
<td>18</td>
<td>Removal of Guide Rail (See SGC #15)</td>
<td>m</td>
<td>210</td>
<td>10.00</td>
<td>2,100</td>
</tr>
<tr>
<td>21</td>
<td>Contingency</td>
<td></td>
<td></td>
<td></td>
<td>3,000.00</td>
</tr>
<tr>
<td>22</td>
<td>Flagperson Hours</td>
<td>hrs</td>
<td>400</td>
<td>30.00</td>
<td>8,000</td>
</tr>
<tr>
<td>23</td>
<td>Mobilization &amp; Demobilization</td>
<td></td>
<td></td>
<td></td>
<td>40,000</td>
</tr>
<tr>
<td>26</td>
<td>Backhoe Hours</td>
<td>hrs</td>
<td>10</td>
<td>300.00</td>
<td>3,000</td>
</tr>
<tr>
<td>28</td>
<td>Disposal of Pipes &amp; Culverts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28(b)</td>
<td>≤ 1000mm</td>
<td>m</td>
<td>124</td>
<td>30.00</td>
<td>2,480</td>
</tr>
<tr>
<td>38</td>
<td>Salvage &amp; Reinstallation of Guide Rail</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38(a)</td>
<td>Salvage &amp; Reinstallation of Guide Rail with New Posts</td>
<td>m</td>
<td>25</td>
<td>60.00</td>
<td>1,500</td>
</tr>
</tbody>
</table>

3-2  CARRIED FORWARD $ 463,635.00
### UNIT PRICE TABLE
#### HIGHWAYS

**SEE SGC #6**

<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>
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<tbody>
<tr>
<td></td>
<td>CARRIED FORWARD $ 463,635.00</td>
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<td></td>
</tr>
<tr>
<td>47</td>
<td>Supply Fill in Place</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>47(d)</td>
<td>Supply Rock Fill in Place</td>
<td>m³</td>
<td>200</td>
<td>12.00</td>
<td>3,600</td>
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</table>

**Total Estimated Tender**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>467,235.00</td>
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**HST 15% of above**

<p>| | | |</p>
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<tr>
<td></td>
<td>70,085.00</td>
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</table>

**Total Estimated Tender Including HST Carried Forward to Page 1 of Tender Form**

<p>| | | |</p>
<table>
<thead>
<tr>
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<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>537,320.00</td>
<td>25</td>
</tr>
</tbody>
</table>

**CARRIED FORWARD $ 463,635.00**
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: J-1 Contracting Ltd.
Address: PO Box 9068, Clarenville, NL
Telephone #: 466-2515
Fax #: 466-2571
Postal Code: A5A 2C2
E-Mail: j1contracting@nfld.net

S. 40(1)
S. 40(1)

Witness:

Signed:

Jim Brown, President
Name and Title (Print):

September 6, 2017
Date:

CORPORATE SEAL:

Signed:

Name and Title (Print):

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>
<tr>
<td></td>
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</tr>
</tbody>
</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>
<tr>
<td></td>
<td></td>
<td>SUBGRADE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PAVING</td>
</tr>
<tr>
<td></td>
<td></td>
<td>STRUCTURE</td>
</tr>
</tbody>
</table>

CONTRACTOR
ADDRESS
DATE
## Construction Schedule Form

### Appendix C

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MONTH</th>
<th>WEEK</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

---

**Project Name**

**Contractor**

**Address**

**Signature**
Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

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><strong>TENDER AMOUNT CHANGE LESS H.S.T.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**FOR DEPARTMENT USE**

$  

Revised total tender price as per addendum(s)  

Total Change $  

+ 15% H.S.T.  

This will increase / decrease my total tender price (including H.S.T.) by $  

We acknowledge receipt of the following addenda:  

**Contractor**  

**Address**  

**Signature**  

**Title**  

**Date**  

* SHOW UNIT PRICE DIFFERENCES AND EXTENDED AMOUNT CHANGES. DO NOT SHOW REVISED UNIT PRICES OR REVISED EXTENDED AMOUNT. THE CHANGES SHOWN WILL BE MADE TO THE ORIGINAL SUBMITTED TENDER DURING THE TENDER EVALUATION PROCESS.
BID BOND

s.39(1)(a)(ii), s.39(1)(b), s.39(1)(c)(iii), s.35(1)(d)

No. ___________________________ Bond Amount ___________________________ 10% of Tender Price

J-1 CONTRACTING LIMITED as Principal,

hereinafter called the Principal, and

Travelers Insurance Company of Canada

a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto

Her Majesty the Queen in Right of the Province of Newfoundland and Labrador as Represented by the Minister of Transportation & Works

as Obligee, hereinafter called the Obligee, in the amount of

Ten Percent of Tender Price ___________________________ 10% of Tender Price

lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated September 07, 2017 for

Project No. 31-17 PHP - Leveling sections of Route 205 between Hillview and St. Jones Within from 6.7km to km 14.8

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee’s bid documents, or, if no time period is specified in the Obligee’s bid documents, within Sixty (60) days from the closing date as specified in the Obligee’s bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated August 24, 2017

SIGNED and SEALED

in the presence of

s. 40(1)

s. 40(1)

J-1 CONTRACTING LIMITED

Principal

Jim Brown, President

Name of person signing

Travelers Insurance Company of Canada

Attorney-in-Fact

(CCDC 220 - 2002 has been approved by the Surety Association of Canada)
Tender for:

**Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8**

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:  
Farrell's Excavating Limited  
P.O. Box 909  
Mount Pearl, NL A1N 3C8

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 **FIVE HUNDRED AND SIXTY SEVEN THOUSAND, SEVEN HUNDRED AND FORTY NINE DOLLARS AND TWENTY FIVE CENTS** ($ 567,749.26).

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

2. The Work shall be substantially performed within ____2____ months from the date of notification of award of Contract and not later than the 31st of October 2017.

3. WE ENCLOSETHEREWITH 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></td>
<td>CARRIED FORWARD $</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Excavation for Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6(b)</td>
<td>Other Material</td>
<td>m3</td>
<td>1000</td>
<td>$15.00</td>
<td>$15,000.00</td>
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<tr>
<td>7</td>
<td>Supply and Installation of Pipe Culverts Aluminized Type 2</td>
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<td></td>
</tr>
<tr>
<td>7(b)</td>
<td>600 mm Diameter</td>
<td>m</td>
<td>84</td>
<td>$225.00</td>
<td>$18,900.00</td>
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<td>7(c)</td>
<td>800 mm Diameter</td>
<td>m</td>
<td>24</td>
<td>$350.00</td>
<td>$8,400.00</td>
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<tr>
<td>7(d)</td>
<td>1000 mm Diameter</td>
<td>m</td>
<td>22</td>
<td>$400.00</td>
<td>$8,800.00</td>
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<tr>
<td>12</td>
<td>Selected Granular Base Course</td>
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<td></td>
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</tr>
<tr>
<td>12(a)</td>
<td>Granular &quot;A&quot;</td>
<td>t</td>
<td>150</td>
<td>$22.00</td>
<td>$3,300.00</td>
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<tr>
<td>12(b)</td>
<td>Granular &quot;B&quot;</td>
<td>t</td>
<td>1100</td>
<td>$18.00</td>
<td>$19,800.00</td>
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<tr>
<td>14</td>
<td>Disposal of Old Asphaltic Pavement</td>
<td>m3</td>
<td>17</td>
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<td>$170.00</td>
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<td>Tack Coat</td>
<td>m2</td>
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<td>$0.50</td>
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<td>Hot Mix Asphaltic Concrete</td>
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<tr>
<td>16(b)</td>
<td>Asphalitic Surface Course</td>
<td>t</td>
<td>3300</td>
<td>$50.00</td>
<td>$165,000.00</td>
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</tbody>
</table>
### UNIT PRICE TABLE

**HIGHWAYS**

#### SEE SGC #6

<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>
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<tbody>
<tr>
<td>16(d)</td>
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<tr>
<td>16(e)</td>
<td>Blending Sand</td>
<td>t</td>
<td>495</td>
<td>$35.00</td>
<td>$17,325.00</td>
</tr>
<tr>
<td>18</td>
<td>Removal of Guide Rail (See SGC #15)</td>
<td>m</td>
<td>210</td>
<td>$10.00</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>21</td>
<td>Contingency</td>
<td></td>
<td></td>
<td></td>
<td>$3,000.00</td>
</tr>
<tr>
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<td>Flagperson Hours</td>
<td>hrs</td>
<td>400</td>
<td>$20.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>23</td>
<td>Mobilization &amp; Demobilization</td>
<td></td>
<td></td>
<td></td>
<td>$13,000.00</td>
</tr>
<tr>
<td></td>
<td>Lump Sum</td>
<td>Bid This Item</td>
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<td>$13,000.00</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>26</td>
<td>Backhoe Hours</td>
<td>hrs</td>
<td>10</td>
<td>$350.00</td>
<td>$3,500.00</td>
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<td>28</td>
<td>Disposal of Pipes &amp; Culverts</td>
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<td></td>
<td></td>
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<td>28(b)</td>
<td>≤ 1000mm</td>
<td>m</td>
<td>124</td>
<td>$25.00</td>
<td>$3,100.00</td>
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<td>38</td>
<td>Salvage &amp; Reinstallation of Guide Rail</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38(a)</td>
<td>Salvage &amp; Reinstallation of Guide Rail with New Posts</td>
<td>m</td>
<td>25</td>
<td>$95.00</td>
<td>$2,375.00</td>
</tr>
</tbody>
</table>

**CARRIED FORWARD $252,970.00**

**CARRIED FORWARD $487,695.00**
## UNIT PRICE TABLE

**HIGHWAYS**

### SEE SGC #6

<table>
<thead>
<tr>
<th>NO.</th>
<th>TENDER ITEM</th>
<th>Unit</th>
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<td>47</td>
<td>Supply Fill in Place</td>
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<td></td>
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<td>47(d)</td>
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<td>m3</td>
<td>200</td>
<td>30.00</td>
<td>$6,000.00</td>
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<p>| | | | | | |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td><strong>CARRIED FORWARD</strong> $487,695.00</td>
<td></td>
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</tr>
<tr>
<td><strong>Total Estimated Tender</strong></td>
<td>$493,695.00</td>
<td></td>
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<tr>
<td><strong>HST 15% of above</strong></td>
<td>$74,054.25</td>
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</tr>
<tr>
<td><strong>Total Estimated Tender Including HST Carried Forward to Page 1 of Tender Form</strong></td>
<td>$567,749.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3-3 CARRIED FORWARD $
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: FARRELL'S EXCAVATING LIMITED

Address: P.O. BOX 909, MOUNT PEARL

Telephone #: 709-745-5904

Fax #: 709-745-3222

Postal Code: A1N 3C8

E-Mail: [redacted]

Witness:

Signed

WILLIAM FARRELL, PRESIDENT

Name and Title (Print)

SEPT 7 2017

Date

Signed

Name and Title (Print)

Date

CORPORATE SEAL
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>
</table>

TO BE PROVIDED AT THE REQUEST OF TENDERING AND CONTRACTS

CONTRACTOR  FARRELL'S EXCAVATING LIMITED
ADDRESS     P.O. BOX 909, MOUNT PEARL, NL A1N 3C8
DATE        SEPT 7 2017
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>
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<td></td>
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<td>SUBGRADE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PAVING</td>
</tr>
<tr>
<td></td>
<td></td>
<td>STRUCTURE</td>
</tr>
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</table>

TO BE PROVIDED AT THE REQUEST OF TENDERING AND CONTRACTS

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>ADDRESS</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FARRELL'S EXCAVATING LIMITED</td>
<td>P.O. BOX 909 MOUNT PEARL NL A1N 3C8</td>
<td>SEPT 7 2017</td>
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</table>
### Construction Schedule Form

**Appendix 'C'**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Month</th>
<th>Week</th>
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<tbody>
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</table>

**TO BE PROVIDED AT THE REQUEST OF TENDERING AND CONTRACTS**

---

**Project Name**: 31-17PHP

**Contractor**: FARRELL'S EXCAVATING LIMITED

**Address**: P.O. BOX 909 MOUNT PEARL NL A1N 3C8

**Signature**:

---

s. 40(1)
Bid Bond
Standard Construction Document
CCDC 220 - 2002

Farrell's Excavating Limited as Principal, hereinafter called the Principal, and Intact Insurance Company, 20 Hector Gate Place, Dartmouth, NS, B3B 0K3, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR, DEPARTMENT OF TRANSPORTATION & WORKS as Obligee, hereinafter called the Obligee, in the amount of Ten Percent of Tender Dollars ($10% of Tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has submitted a written bid to the Obligee, dated the 7th day of September, 2017, for 31-17PHP - Levelling sections of route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within Thirty (30) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the 24th day of August, 2017.

SIGNED AND SEALED in the presence of:

[Signature]

Farrell's Excavating Limited

Principal

Intact Insurance Company

Surety

Attorney-In-Fact
REPORT AFTER PUBLIC TENDER CALL

TENDER #: 10734  DOCKET #: 10734

TENDER DESCRIPTION: 031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

PROJECT #:  

TENDER CLOSING DATE & TIME: 2017/09/07 12:00:00PM

NUMBER OF TENDERS RECEIVED: 2

NUMBER OF ADDENDUM ISSUED:  

CHAIRMAN: Stephen Slaney  SECRETARY: Lisa Willar  CONSULTANT:  

SCHEDULE OF TENDERS

<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>J-1 CONTRACTING LIMITED, P.O. Box 9068, Clareville, NL, A5A2C2</td>
<td>$420,636.00</td>
<td>$63,095.40</td>
<td>$483,731.40</td>
<td></td>
</tr>
<tr>
<td>FARRELLS EXCAVATING LTD, P.O. Box 909, Mount Pearl, NL, A1N3C8</td>
<td>$493,695.00</td>
<td>$74,054.25</td>
<td>$567,749.25</td>
<td></td>
</tr>
</tbody>
</table>

TRANSPORTATION TENDERS (Only)

PRE-TENDER ESTIMATE OF COST:
- Base Bid
- Materials
- Other Charges
- Engineering

TOTAL COST:  

POST-TENDER ESTIMATE OF COST:
- Base Bid
- Materials
- Other Charges
- Engineering

TOTAL COST:  

ESTIMATED SUBSTANTIAL COMPLETION DATE:

DESIGN MANAGER:  

CONSTRUCTION MANAGER: Darryl Bruce

RECOMMENDED TENDER:  

TENDER ANALYSIS COMPLETED & RECOMMENDED BY:

AMOUNT Less HST:  

REVIEWED BY:

CONTRACT AWARD:

(Approved By)  (Date)

REMARKS:  

s.39(1)(a)(ii), s.39(1)(b), s39(1)(c)(iii), s.35(1)(d)
PROJECT: Levelling Sections of Rte. 805 between Hillview & St. Jones within fr. Km 6.7 to Km 14.8
PROJECT #: 031-17 APP
CLOSING DATE: Sept. 7/17
TIME: 12:00

<table>
<thead>
<tr>
<th>DATE RECEIVED</th>
<th>TIME RECEIVED</th>
<th>CONTRACTOR'S NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept. 7/17</td>
<td>11:23 AM</td>
<td>J-1 Contracting</td>
</tr>
<tr>
<td>Sept. 7/17</td>
<td>11:30 AM</td>
<td>J-1 Contracting</td>
</tr>
<tr>
<td>Sept. 7/17</td>
<td>11:46 AM</td>
<td>Farrell's Excavating</td>
</tr>
</tbody>
</table>

TOTAL NUMBER OF BIDS RECEIVED:
PRESENT FOR OPENING OF TENDERS  
DEPARTMENT OF TRANSPORTATION & WORKS

PROJECT(S): 031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones within from km 6.7 to km 14.8

TENDER CLOSING DATE: 2017/09/07

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>COMPANY NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

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$40(1)$ | [Signature] | Farrells

---

<table>
<thead>
<tr>
<th>[Signature]</th>
<th>[Signature]</th>
</tr>
</thead>
</table>
Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Title and Contents</td>
</tr>
<tr>
<td>2</td>
<td>Tender Amendment Form</td>
</tr>
<tr>
<td>3</td>
<td>Notice to Bidders</td>
</tr>
<tr>
<td>4</td>
<td>Tender Form</td>
</tr>
<tr>
<td>5</td>
<td>Distribution of Quantities Form</td>
</tr>
<tr>
<td>6</td>
<td>Declaration of Equipment Form</td>
</tr>
<tr>
<td>7</td>
<td>Declaration of Sub-Contractors Form</td>
</tr>
<tr>
<td>8</td>
<td>Construction Schedule Form</td>
</tr>
<tr>
<td>9</td>
<td>Supplementary General Conditions</td>
</tr>
<tr>
<td>10</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>11</td>
<td>General Conditions</td>
</tr>
<tr>
<td>12</td>
<td>Form of Agreement</td>
</tr>
</tbody>
</table>

LIST OF PROJECT PLANS

1 Location Plan
Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

We the undersigned, modify the unit price table for our request for tenders as indicated below, and also acknowledge that:
- This change supersedes all previous changes;
- We accept full responsibility for any lack of confidentiality arising from the use of this process;
- Failure of the complete revision to arrive on time, accurately, or completely, for any reason, will render these revisions null and void.

<table>
<thead>
<tr>
<th>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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</table>

FOR DEPARTMENT USE

Total Change $

+ 15% H.S.T.

This will increase / decrease my total tender price (including H.S.T.) by $

We acknowledge receipt of the following addenda:

Contractor:

Address:

Signature                  Title                  Date

* SHOW UNIT PRICE DIFFERENCES AND EXTENDED AMOUNT CHANGES. DO NOT SHOW REVISED UNIT PRICES OR REVISED EXTENDED AMOUNT. THE CHANGES SHOWN WILL BE MADE TO THE ORIGINAL SUBMITTED TENDER DURING THE TENDER EVALUATION PROCESS.
NOTICE TO BIDDERS

1. THE CLOSING TIME AND DATE OF THIS REQUEST FOR TENDERS IS NOON of the day indicated on the cover of this document or as amended by the Deputy Minister.

2. Bidders are advised the Department's FAX NUMBER at Tendering and Contracts is 709-729-6729.

3. Bidders who are requested to submit the following forms must do so within 72 hours of the time of their notification.
   (a) The Declaration of Equipment Form
   (b) The Declaration of Sub-Contractor Form
   (c) The Construction Schedule Form

4. Schedule of Minimum Wage Rates applying to this Tender shall be the latest version approved by the Government of Newfoundland and Labrador.

5. (a) Bidders are advised the latest version of the Specifications Book dated January 2008 shall apply to this Tender. The latest version of the Specifications Book is available on the Department of Transportation & Works website at www.tw.gov.nl.ca/publications.

   (b) The Specifications Book may be inspected at Tendering and Contracts, Dept. of Transportation & Works, Ground Floor-West Wing, Confederation Building, East Block, St. John's, NL.

   (c) Any amendments and additions to the Specifications Book can be viewed at www.tw.gov.nl.ca/publications.

   (d) Bidders are advised any reference to specifications in these documents includes the Department's "Specifications Book".

6. Bidders are advised the "Use of Bid Depository" Item 9 of the Instructions to Bidders does not apply to this contract. "Bidding Security" Item 3(a) of Instructions to Bidders does apply.

7. Bidders are advised when making a bid the COMPLETE REQUEST FOR TENDER FORM for the project being tendered MUST BE RETURNED INTACT. An altered Request for Tender Form originally issued for another project will not be accepted as a bid.
Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

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

2. The Work shall be substantially performed within ___________ 2 _______ months from the date of notification of award of Contract and not later than the __31st of October 2017__.

3. WE ENCLOSE HEREWITHE 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 subcontractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
<table>
<thead>
<tr>
<th>NO.</th>
<th>TENDER ITEM</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
<th>CARRIED FORWARD $</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Excavation for Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>6(b)</td>
<td>Other Material</td>
<td>m3</td>
<td>1000</td>
<td></td>
<td></td>
<td></td>
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| 7   | Supply and Installation of Pipe Culverts Aluminized Type 2 |      |                   |            |        |                  |
| 7(b) | 600 mm Diameter | m     | 84                |            |        |                  |
| 7(c) | 800 mm Diameter | m     | 24                |            |        |                  |
| 7(d) | 1000 mm Diameter | m     | 22                |            |        |                  |

| 12  | Selected Granular Base Course |      |                   |            |        |                  |
| 12(a) | Granular “A” | t      | 150               |            |        |                  |
| 12(b) | Granular “B” | t      | 1100              |            |        |                  |

| 14  | Disposal of Old Asphaltic Pavement |      |                   |            |        |                  |
| 14   | m3 | 17 |

| 15  | Tack Coat | See SGC # 16 | m2 | 27200 |

| 16  | Hot Mix Asphaltic Concrete | See SGC # 17, 18 |      |       |
| 16(b) | Asphalitic Surface Course | t    | 3300 |       |
### UNIT PRICE TABLE
#### HIGHWAYS

<table>
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<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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<tbody>
<tr>
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<td><strong>CARRIED FORWARD $</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>16(d)</td>
<td>Liquid Asphalt</td>
<td>t</td>
<td>214.5</td>
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<tr>
<td>16(e)</td>
<td>Blending Sand</td>
<td>t</td>
<td>495</td>
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<tr>
<td>18</td>
<td>Removal of Guide Rail (See SGC #15)</td>
<td>m</td>
<td>210</td>
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<tr>
<td>21</td>
<td>Contingency</td>
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<td>22</td>
<td>Flagperson Hours</td>
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<td>23</td>
<td>Mobilization &amp; Demobilization</td>
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<td><strong>Bid This Item</strong></td>
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<td>Backhoe Hours</td>
<td>hrs</td>
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<td>28</td>
<td>Disposal of Pipes &amp; Culverts</td>
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<tr>
<td>28(b)</td>
<td>≤ 1000mm</td>
<td>m</td>
<td>124</td>
<td></td>
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<tr>
<td>38</td>
<td>Salvage &amp; Reinstallation of Guide Rail</td>
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<tr>
<td>38(a)</td>
<td>Salvage &amp; Reinstallation of Guide Rail with New Posts</td>
<td>m</td>
<td>25</td>
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</table>
## TENDER ITEM TABLE

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<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
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<tr>
<td></td>
<td>CARRIED FORWARD $</td>
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<tr>
<td>47</td>
<td>Supply Fill in Place</td>
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<tr>
<td>47(d)</td>
<td>Supply Rock Fill in Place</td>
<td>m³</td>
<td>200</td>
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</tbody>
</table>

**Total Estimated Tender**: 

**HST 15% of above**: 

**Total Estimated Tender Including HST Carried Forward to Page 1 of Tender Form**: 

---

3-3  

CARRIED FORWARD $
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>
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</tbody>
</table>

   Witness

   Signed

   Name and Title (Print)

   Date

   Witness

   Signed

   Name and Title (Print)

   Date

   CORPORATE SEAL
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<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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CONTRACTOR
ADDRESS
DATE
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MONTHS</th>
<th>SHEET</th>
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</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:
TRANSPORTATION AND WORKS
SUPPLEMENTARY GENERAL CONDITIONS

1. premises and operations liability
2. products or completed operations liability
3. blanket contractual liability
4. broad form property damage
5. cross liability
6. elevator and hoist liability
7. contingent employer's liability
8. personal injury liability
9. liability with respect to non-owned licensed vehicles
10. shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable only.

26.2 Automobile Liability Insurance

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

26.3 Aircraft and Watercraft Liability Insurance

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

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

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

GC 27 PROPERTY INSURANCE

27.1 The Contractor shall provide and maintain property insurance, acceptable to Her Majesty the Queen in the right of Newfoundland, insuring the full value of the work in the amount of the contract price and the full value as stated of products for incorporation into the work. The insurance shall include as additional insured Her Majesty the Queen in Right of Newfoundland.

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

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

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

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

(c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the work. Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools, and supplies used in the construction of the work and which are not expendable under the Contract.

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

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

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

27.7 The Contractor shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the insureds against loss on items excluded from the policies. Contractors are also advised that tender documents contain a certificate of insurance indicating type and limit of liability of insurance required for this project. The successful bidder will be required prior to commencement of work, to have the Certificate of Insurance completed by his insurance company and delivered to the Department of Transportation and Works no later than 30 days after the award of the contract.
# CERTIFICATE OF INSURANCE

**DESCRIPTION & LOCATION OF WORK:**

<table>
<thead>
<tr>
<th>PROJECT NO:</th>
<th>AWARD DATE:</th>
<th>VALUE $:</th>
</tr>
</thead>
</table>

**INSURER:**

**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>
</table>

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

2A. BUILDERS' RISK "BROAD FORM" or
2B. INSTALLATION FLOATER "BROAD FORM" or
2C. PIERS, WHARVES, & DOCKS RIDER

3. AUTOMOBILE LIABILITY INSURANCE

4. AIRCRAFT and/or WATER CRAFT LIABILITY INSURANCE

5. ENVIRONMENTAL IMPAIRMENT LIABILITY

6. SHIPBUILDER'S or SHIP REPAIRER'S LIABILITY INSURANCE

7. HULL & MACHINERY INSURANCE, and
   PROTECTION & INDEMNITY Insurance including
   4/4th COLLISION LIABILITY

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 ten percent (10%) of the total tendered amount, with a minimum security of five hundred dollars ($500.00). Bid Securities shall be in the form of a Bid Bond or Certified Cheque in favour of the Department of Transportation and Works."

Add the Following:

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

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

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

The Instructions to Bidders may provide for the acceptance, up to the Tender Closing, of amendments documented by telegram, fax, telex or the like. Where a form of Bidding Security other than a Bid Bond is provided with the original tender, an increase in the bid price will render that Bidding Security inadequate. Bidding Security adequate to cover the increased bid price must be provided to the Department prior to tender closing.

For example, if the original bid was submitted at $100 000.00 with a Bid Security of $10 000.00 ($100 000.00 x 10%), and an increase in the bid of $2 000.00 is submitted by telegram, fax, telex, or the like, then additional Bid Security of $200.00 ($2 000.00 x 10%) must be delivered to the Department prior to tender closing.

Failure to provide additional Bid Security prior to tender closing to cover increases to the original bid will make the bid subject to disqualification.
(b) **Performance Bond**

Bidders are advised that the 50% Performance Bond referenced in 3(b) of the Instructions to Bidders will be based on the Contract Price which will either be the subtotal of Tender Prices or the Total Estimated Tender, not including the Harmonized Sales Tax.

(c) **Labour and Materials Bond**

Bidders are advised that the 50% Labour and Materials Bond referenced in 3 (c) of the Instructions to Bidders will be based on the Contract Price which will either be the subtotal of Tender Prices or the Total Estimated Tender, not including the Harmonized Sales Tax.

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

4. **ISSUANCE OF ADDENDUM**

Reference is made to Section 2, (c) Tender Documents in the Instructions to Bidders, regarding the time frame permitted for the issuance of addendum prior to the tender closing date. Change seven (7) days to read five (5) days. Reference is also made to Section 8 Substitution of Materials in the Instructions to Bidders. Change seven (7) days to read five (5) days in the last paragraph of this section.

5. **PROVINCIAL PREFERENCE POLICY**

Effective June 5, 1998 the Provincial Preference Act has been repealed. Please delete GC 46 - Provincial Preference Policy, Instructions to Bidders - Section 11 Provincial Preference Policy, or Notice to Bidders - Section 9, and any other references to Provincial Preference contained in the specifications.

6. **SCOPE OF WORK**

Contractors are advised the PROJECT shall include, but will not be limited to, the scope as outlined in the following summary.

This project involves resurfacing approximately nine (9) locations on Route 205, Hillview to St. Jones Within, between km 6.7 and km 14.8.

Work shall include removal of eight (8) culverts and installation of seven (7) culverts. Guide Rail shall be reinstalled on new posts at one culvert replacement site. Guide Rail shall be removed and not replaced as you enter Hatchet Cove to allow for reshaping of the existing shoulder. Culvert cuts shall be topped up with Granular “A” and existing asphalt shall be tack coated prior to paving with a 50mm thickness surface course asphalt. Granular “B” shall be used for shouldering.

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/](http://www.tw.gov.nl.ca/) under the Road Contractors... section; [http://www.tw.gov.nl.ca/publications/index.html](http://www.tw.gov.nl.ca/publications/index.html) under Manuals section; and at [http://www.tw.gov.nl.ca/road.html](http://www.tw.gov.nl.ca/road.html). It is the contractor’s responsibility to ensure that the correct version of the specifications book is used when bidding on this project.

8. **BONA FIDE STATUS**

Contractors are advised that Item No. 8 of the Tender Form is revised as follows:

Delete the paragraph:

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

And replace with the following:

"WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in Appendix "B". The list will be subject to the approval of the Owner.” The bona fide status of a contractor will be determined by the Owner and decisions made by the Owner will be final.

9. **LIQUIDATED DAMAGES**

If the completion date of the whole of the works is later than the completion date specified in the contract, liquidated damages for such default shall be payable by the Contractor to the Owner. The rate per day will be determined as the total of the department’s direct costs associated with maintaining a presence and carrying out contract administration duties on the project. The costs to be recovered as liquidated damages will include, but will not be limited to, salaries including overtime, for the normal staff compliment on the project, travel costs for the normal staff compliment on the project, vehicle rental charges, fuel for vehicles, and other equipment rental charges, such as survey equipment, which may be utilized on the project.

Depending on the scope of work, there may be other direct or indirect costs to the department, which will also be deemed to be recoverable as liquidated damages. These costs could be substantial.
No bonus will be assessed for completing the project ahead of the given completion date.

Contractors, by submission of their tender, shall be deemed to have accepted these terms.

10. **PETROLEUM PRODUCTS COST ADJUSTMENT**

**Fuel Cost Adjustment**

Adjustments will be made to progress estimates to reflect changes in fuel prices from The Benchmark Tender Price to those in effect during construction. The Benchmark Tender Price shall be the price established by the Newfoundland and Labrador Board of Commissioners of Public Utilities, Petroleum Pricing Office, at time of tender closing. Increases or decreases in excess of 10% of the Benchmark Tender Price will be paid or deducted accordingly.

For the calculation of adjustments the governing price will be the price in place at the 21st of the month for the zone in which the majority of the contract is being carried out, established by the Newfoundland and Labrador Board of Commissioners of Public Utilities, Petroleum Pricing Office. This price will apply for the period from the 21st of that month to the 20th of the following month. This adjustment will include any changes in taxes outlined in GC 22.2. No adjustments will be made for price changes resulting from the use of the “**Interuption Formula**”.

The adjustment for fuel cost variation shall apply only to those items given in the accompanying list. For other tender items, there will be no fuel cost adjustments.

The adjustments shall be computed based on changes in the governing price, as defined above, in excess of or less than the Benchmark Tender Price at time of production. The Engineer shall then calculate the adjustment to be stated in the Monthly Progress Estimates. No adjustment will be made due to an increase in the price on fuel used after the identified contract completion date or approved contract extension date but adjustments due to a decrease in the price of fuel will be made after the identified contract completion date or approved contract extension date.

For the contract items included in the accompanying list, the fuel cost adjustment shall be calculated using the quantity of the item added to the progress estimate since the last estimate.

<table>
<thead>
<tr>
<th>Contract Item</th>
<th>I-litre</th>
<th>Nominal Fuel Consumption Rate</th>
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<tbody>
<tr>
<td>Clear Diesel Fuel (3)</td>
<td>2.0 l/m³ or 1.0 l/t</td>
<td>N/A</td>
</tr>
<tr>
<td>Furnace Oil (3)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Marked Diesel Fuel (4)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Excavation Other Material (1)</td>
<td>2.0 l/m³ or 1.0 l/t</td>
<td>N/A</td>
</tr>
<tr>
<td>Excavation Solid Rock (2)</td>
<td>3.0 l/m³ or 1.1 l/t</td>
<td>N/A</td>
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</tbody>
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SGC8
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<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td>Granular “A” and Maintenance Grade III</td>
<td>1.0 l/t (5&amp;6)</td>
<td>N/A</td>
</tr>
<tr>
<td>Granular “B”</td>
<td>1.0 l/t (5&amp;6)</td>
<td>N/A</td>
</tr>
<tr>
<td>Asphaltic, Base Surface &amp; Levelling Courses</td>
<td>2.0 l/t (5)</td>
<td>11.0 l/t</td>
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<tr>
<td>Overhaul on excavation items only</td>
<td>0.4 l/m³-km</td>
<td>N/A</td>
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1. Excavation Other Material shall also include Ditching Other Material, Other Material Borrow, Other Material Fill in Place, Unsuitable Material, Bog, and Excavation for Foundation Other Material.

2. Excavation Solid Rock shall also include Ditching Solid Rock, Quarried Rock, Rock Fill in Place, and Excavation for Foundation Solid Rock.

3. Clear diesel fuel adjustment and furnace oil adjustment applies to the respective items at the time of excavation or placement as applicable.

4. Marked diesel fuel adjustment applies to granular material and asphalt aggregate at the time of production. If the crusher used to produce the granular material or asphalt aggregate is not powered by a diesel generator, there will be no adjustment for marked fuel. If a contractor uses granular material or asphalt aggregate that was crushed previous to the project, there will be no adjustment for marked fuel.

5. If the granular material or asphalt aggregate is produced from a rock quarry source, an additional 0.15 l/t of clear diesel fuel will be added to the quantity shown in the table applicable at the time of drilling and blasting.

6. If the tender identifies Granular A, Granular B or Maintenance Grade III to be stockpiled for use by the Department of Transportation and Works, then the Nominal Fuel Consumption Rate to apply to stockpiled aggregate will be 0.50 l/t for Clear Diesel.

**Liquid Asphalt Cost Adjustment**

Adjustments will be made to progress estimates to compensate for changes in liquid asphalt prices at time of Tender and prices in effect during construction. Increases or decreases in excess of 5% of the Benchmark Tender Price will be paid or deducted accordingly. The governing price will be the average price quoted by local suppliers on the 20th of each month for the two Holyrood and the Come by Chance Terminals. This adjustment will include any changes in taxes outlined in GC 22.2.

The benchmark price shall be the average monthly price quoted by local suppliers for the two Holyrood and the Come by Chance Terminals, from the 20th of the month prior to tender closing. The adjustments shall be computed based on changes in the average
monthly price in excess of or less than this benchmark at time of production. The Engineer shall then calculate the adjustment to be stated in the Monthly Progress Estimates.

The liquid asphalt cost adjustment shall be calculated using the quantity of the item added to the progress estimate since the last estimate. In cases where liquid asphalt is included in the price of Asphalt Concrete, the liquid asphalt quantity will be determined using the mix design.

11. WARRANTY CHANGE TO GENERAL CONDITION NO. 31

Contractors are advised that General Conditions #31 WARRANTY is revised as follows:

**GC31 WARRANTY**

31.1 Without restricting any warranty or guarantee implied or stipulated by law the Contractor shall at the Contractor's own expense rectify and make good any defect or fault however caused appearing within a period of two (2) years from the date of Substantial Performance of the Work provided that the Contractor shall not be responsible for any defect or fault resulting from the design of the work.

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

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

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

31.5 In any case where the Contractor claims that the Contractor is not responsible for a defect or fault because the Contractor claims such a defect or fault results from a design of the work by the Owner, the onus to establish that the same is so in the first instance shall be on the Contractor.

31.6 The Contractor shall, subject to the procedures for Settlement of Disputes contained in GC 16, abide by the direction and decisions of the Engineer/Architect made pursuant to the General Conditions and in particular GC 7 regarding the correction by the Contractor of any defect or fault in the work discovered during the warranty period referenced in GC 31.1 hereof.

31.7 The Contractor shall submit a schedule for the completion of the warranty work in respect of the defect or fault referenced in 31.1 hereof, which schedule must be
acceptable to the Engineer/Architect within thirty (30) days of the Engineer/Architect requesting in writing such a schedule from the Contractor.

31.8 Where the Contractor rectifies and makes good any defect or fault for which the Contractor is responsible under this Warranty, the Contractor shall warrant the portion of the work that is corrected for a further two (2) years from the date that the correction was done.

12. **PAYMENTS ON ACCOUNT OF PAVEMENT SMOOTHNESS OR ASPHALT DENSITY**

No payment shall be made to the Contractor pursuant to Sections 330.05.09.06.03 and 330.05.10.02 or Sections 330.06.09.03 and 330.06.09.05 of the Specifications Book that is referenced in SGC 7 before the end of the warranty period provided for in GC 31.1 and shall not be made if a warranty claim has been made under GC 31 until that warranty claim has been resolved. If a warranty claim has not been made by the Owner under GC 31 or if a warranty claim has been made under GC 31 and resolved, any payment(s) due to the Contractor pursuant to Sections 330.05.09.06.03 and 330.05.10.02 or Sections 330.06.09.03 and 330.06.09.05 of the Specifications Book shall be made within thirty (30) days of the later of the resolution of the warranty claim or the expiration of the warranty period referenced in GC 31. If a warranty claim has not been resolved no payment shall be made to the Contractor pursuant to Sections 330.05.09.06.03 and 330.05.10.02 or Sections 330.06.09.03 and 330.06.09.05 of the Specifications Book that is referenced in SGC 7.

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. **ITEM NO. 18 OF THE UNIT PRICE TABLE: Removal of Guiderail.**
All guiderail identified to be removed shall become the property of the Contractor and be disposed of at an approved waste disposal site or in a manner satisfactory to the Engineer and in accordance with the Specifications.
Payment at the unit price shall include all necessary labour, materials, equipment and incidentals to complete the work described herein to the satisfaction of the engineer.

16. **ITEM NO. 15 OF THE UNIT PRICE TABLE: TACK COAT**
The following shall replace Section 320 of the Department’s Specification Book:

**320.01 SCOPE**
This section covers the requirements for the supply and application of Tack Coat to pavement surfaces prior to repaving with asphaltic concrete.

**320.02 MATERIALS**
Tack coat shall consist of RS-1 emulsified asphalt conforming to ASTM D977 Standard Specification for Emulsified Asphalt.

Should the Contractor wish to use an alternate product, then prior written approval of the Engineer must first be obtained. A written request must be submitted to the Engineer a minimum of 14 days prior to the intended use of the alternate product. The Contractor’s request must include reasons for the use of the alternate product, manufacturer’s product literature and required application rates as well as applicable Material Safety Data Sheets.

The Contractor shall collect samples of emulsified asphalt as required by the Engineer. The Engineer may opt to request one random sample per day. Samples shall be taken from the Contractor’s storage tank in accordance with ASTM D140 Standard Practice for Sampling Bituminous Materials. The sample size shall be at least eight litres placed in two separate four litre containers. Collection of the asphalt binder sample shall be witnessed by the Engineer. The sample shall be appropriately identified including the time and date of samples, type of emulsified asphalt, supplier, and refiner. The sample shall be immediately forwarded to the witnessing Engineer.

It shall be the Department’s responsibility to submit emulsified asphalt samples for quality assurance testing.

**320.03 EQUIPMENT**
Tack Coat shall be applied by means of an approved pressure distributor designed and equipped so that the emulsion may be applied uniformly at even heat on variable widths at easily determined and controlled application rates under uniform pressure. The distributor shall maintain a constant height of the spray bar as the tank is unloaded.

The distributor shall be equipped with a suitable thermometer with a minimum range from 10°C to 150°C placed to accurately show the temperature of the contents. The approved pressure
distributor shall be equipped with a tachometer measuring speeds in meters per minute that is visible to the truck driver so as to maintain constant application speeds at specified rates. The distributor's pump shall be equipped with a tachometer registering liters per minute that is visible to the truck driver. The distributor shall be equipped with a hose and nozzle attachment to be used for spraying by hand, areas inaccessible to the spray bar.

All spray nozzles shall be in good condition and of the same type, orifice size and manufacturer and capable of producing a uniform fog-type spray without streaking. Clogged nozzles shall be removed and cleaned with solvent. The slot of each nozzle shall be set at 30 degrees to the axis of the spray bar and the spray bar shall be set at a height above the existing pavement that will permit the fan from each nozzle to overlap its neighboring fan by exactly half. The spray bar shall be provided with a positive shut-off to prevent dribbling.

320.04 APPLICATION

Tack Coat shall only be placed on surfaces that are clean and dry, with no threat of precipitation or fog and then only when the atmospheric temperature is at least 10°C. The emulsion shall not be applied to a prepared surface when the surface temperature is less than 2°C.

Should the surface to be treated be dirty, then the Contractor shall thoroughly clean the surface by means of a power broom, or equivalent to ensure bonding of the Tack Coat.

Tack Coat shall only be placed on surfaces that have been approved by the Engineer.

The Contractor shall plan his work so that no more tack coat than is necessary for the days paving operation is applied at one time.

To avoid nuisance and possible property damage to the traveling public, the Contractor shall install portable traffic lights or other means of directing one-way traffic while the Contractor is working on the adjacent part of the road. All other means of traffic control must be in accordance with Division 7 of the Specifications Book, Temporary Condition Signs and Devices.

The application temperature shall be between 20°C and 65°C, or the temperature recommended by the manufacturer. On old pavement the emulsion shall be applied at 0.15 to 0.25 l/m² or the Department approved application rate as recommended from the manufacturer. However, on pavement which was placed during the previous construction season, the rate of application shall be as directed by the Engineer. This rate will not exceed the rate for old pavement.

Tack coat application shall be visually uniform. Areas of insufficient or non-uniform tack coat coverage shall be re-sprayed by the Contractor at no additional cost.

320.05 ENVIRONMENTAL PROVISIONS

The Contractor shall follow the requirements of Section 820 "Storage and Handling of Fuels and Other Hazardous, Toxic or Dangerous Material", and the procedure for reporting spills.

320.06 CURING

No hot mix shall be placed upon the tack coat until it has dried to a proper condition of tackiness, as determined by the Engineer. The Contractor is advised that the period required for such drying will depend upon weather conditions; generally it can be 1 hour or more.

320.07 MEASUREMENT FOR PAYMENT
Measurement for payment shall be by means of the horizontal area actually treated with tack coat lying within the area designated by the Engineer for treatment. The area shall be computed in square meters, rounded to one decimal place.

320.08 BASIS OF PAYMENT

Payment at the contract price for Tack Coat shall be compensation in full for all labour, materials and equipment-use to; clean the existing surface, supply and apply the tack coat, together with the provision of all required traffic control necessary.

17. ITEM NO. 16 OF THE UNIT PRICE TABLE: HOT MIX ASPHALTIC CONCRETE

The appropriate parts of Section 330 of the Department of Transportation Tin and Works Specifications Book are to be replaced with the revised sections provided below.

330.02.01.02.01 Coarse Aggregate

Coarse Aggregate shall consist of hard, durable crushed stone or crushed gravel particles, reasonably uniform in quality and free from soft or disintegrated pieces. The portion of material retained on the 4.75 mm sieve shall be known as coarse aggregate. The coarse aggregate stockpile shall contain no more than 10% passing the 4.75 mm screen.

Coarse Aggregates shall be washed if necessary to have clean surfaces free from coatings of foreign matter. Coarse Aggregates shall conform to the physical requirements shown in Table 1.

Irrespective of compliance with the physical requirements of Tables 1, any coarse aggregate may be accepted or rejected on the basis of past field performance at the discretion of the department.

<table>
<thead>
<tr>
<th>TEST METHOD</th>
<th>TEST NO.</th>
<th>SURFACE</th>
<th>BASE</th>
<th>ALL COURSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOS ANGELES ABRASION - % MAXIMUM (A)</td>
<td>ASTM C131</td>
<td>35</td>
<td>35</td>
<td>35</td>
</tr>
<tr>
<td>ABSORPTION - % MAXIMUM</td>
<td>ASTM C127</td>
<td>1.75</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>MAGNESIUM SULPHATE - SOUNDNESS - 5 CYCLES - % MAXIMUM (B)</td>
<td>ASTM C88</td>
<td>12</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>PETROGRAPHIC NUMBER - MAXIMUM</td>
<td>CSA A23.2-15A</td>
<td>135</td>
<td>135</td>
<td>135</td>
</tr>
<tr>
<td>FREEZE-THAW TEST - 5 CYCLES - % MAXIMUM</td>
<td>CSA A23.2-24A</td>
<td>8</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>CRUSHED PARTICLES -% MINIMUM (C)</td>
<td>ASTM D5821</td>
<td>90</td>
<td>90</td>
<td>70</td>
</tr>
<tr>
<td>FLAT &amp; ELONGATED PARTICLES - % MAXIMUM (D)</td>
<td>ASTM D4791</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>LOSS BY WASHING - % MAXIMUM PASSING (E)</td>
<td>ASTM C117</td>
<td>1.75</td>
<td>1.75</td>
<td>1.75</td>
</tr>
<tr>
<td>MICRO DEVAL - % MAXIMUM</td>
<td>ASTM D8928</td>
<td>18</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>CLAY LUMPS -% MAXIMUM</td>
<td>CSA A23.2-3A</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>
TABLE 1
Physical Requirements For Coarse Aggregates

<table>
<thead>
<tr>
<th>TEST METHOD</th>
<th>TEST NO.</th>
<th>HIGHWAY CLASSIFICATION</th>
<th>RAU &amp; RAD-100</th>
<th>RAU &amp; RAD-90, RCU-80</th>
<th>RL-50, RL-70, RLU-80</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>SURFACE</td>
<td>BASE</td>
<td>ALL COURSES</td>
</tr>
<tr>
<td>LOW DENSITY PARTICLES - % MAXIMUM</td>
<td>CSA A23.2-4A</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>FRIABLE OR SLATEY SILTSTONE - % MAXIMUM</td>
<td>CSA A23.2-15A</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

Notes:
(A) The ratio of the loss after 100 revolutions to the loss after 500 revolutions shall not exceed 0.265.
(B) Test to be conducted on basalt rich or highly absorptive (> 1.5%) aggregates.
(C) Pieces having two or more freshly fractured faces only will be considered as crushed material. Pieces with only small chips removed will not be considered as crushed.
(D) Flat and elongated pieces are those whose greatest dimension exceeds four times their least dimension.
(E) When only quarried rock is used as a source of coarse aggregate, a maximum of 2 percent passing the 75 μm sieve shall be permitted.

The Contractor must meet all the requirements above, while the guidelines below are provided for information purposes. The Contractor is responsible for ensuring the combination of aggregate conforms to the grading requirements of Table 3.

Guidelines for Coarse Aggregate Gradation

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing by Dry Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Surface Course &amp; Levelling Course Type I</td>
</tr>
<tr>
<td>22.0 mm</td>
<td>100</td>
</tr>
<tr>
<td>19.0 mm</td>
<td>100</td>
</tr>
<tr>
<td>12.5 mm</td>
<td>85-100</td>
</tr>
<tr>
<td>9.5 mm</td>
<td>45-75</td>
</tr>
<tr>
<td>4.75 mm</td>
<td>0-10</td>
</tr>
</tbody>
</table>

330.02.01.02.02 Fine Aggregate

Fine aggregate shall consist of clean, tough, rough-surfaced grains, free from clay, loam and other foreign matter. The fine aggregate stockpile shall contain no more than 20% retained on the 4.75 mm screen.

For RCU-80 and above highway classifications the maximum allowable percentage in total of all natural occurring fine aggregates plus blending sand in the total combined aggregate shall be 15% (by dry weight). For RLU-80 and below highway classifications the maximum allowable percentage in total of all natural occurring fine aggregates plus blending sand in the total combined aggregate shall be 20% (by dry weight).

For all base and levelling type II course mixes the fine aggregates maximum percentage passing the 75 μm sieve is limited to 8% prior to mix production at the asphalt plant. All surface and levelling type I course
mixes the fine aggregates maximum percentage passing the 75 μm sieve is limited to 8% prior to mix production at the asphalt plant.

Irrespective of compliance with the physical requirements of Tables 2 any fine aggregate may be accepted or rejected on the basis of past field performance at the discretion of the department.

### TABLE 2

Physical Requirements for Fine Aggregates

<table>
<thead>
<tr>
<th>TEST METHOD</th>
<th>TEST NO.</th>
<th>HIGHWAY CLASSIFICATION</th>
<th>RAU &amp; RAD-100 RAU &amp; RAD-90, RCU-80</th>
<th>RLU-60, RLU-70 RLU-80</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>SURFACE</td>
<td>BASE</td>
<td>ALL COURSES</td>
</tr>
<tr>
<td>MICRO-DEVAL TEST FOR FINE AGGREGATE - % MAXIMUM</td>
<td>ASTM D 7428</td>
<td>18</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>PLASTICITY INDEX</td>
<td>ASTM D4318</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SAND EQUIVALENT - % MINIMUM</td>
<td>ASTM D 2419</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>FINE AGGREGATE ANGULARITY - % MINIMUM (A)</td>
<td>ASTM C 1252</td>
<td>45</td>
<td>45</td>
<td>45</td>
</tr>
</tbody>
</table>

**Note:**

(A) FAA tests shall be conducted on a representative sample of the total fine aggregate inclusive of all fine aggregate materials as indicated in the mix design including blending sand. The test will be conducted in accordance with Standard Graded Sample Method A.

The Contractor must meet all the requirements above, while the guidelines below are provided for information purposes. The Contractor is responsible for ensuring the combination of aggregate conforms to the grading requirements of Table 3. Contractors should also be aware of material breakdown after crusher production testing for the material being utilized and their plants capabilities in producing the mixture in accordance with Table 3.

**Guidelines for Fine Aggregate Gradation**

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing by Dry Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Surface Course &amp; Levelling Course Type I</td>
</tr>
<tr>
<td>9.5 mm</td>
<td>100</td>
</tr>
<tr>
<td>4.75 mm</td>
<td>90-100</td>
</tr>
<tr>
<td>2.00 mm</td>
<td>40-60</td>
</tr>
<tr>
<td>0.425 mm</td>
<td>15-30</td>
</tr>
<tr>
<td>0.150 mm</td>
<td>5-16</td>
</tr>
<tr>
<td>0.075 mm</td>
<td>2-6</td>
</tr>
</tbody>
</table>
330.02.01.03 Blending Sand

Blending sand shall consist of clean, tough, rough surfaced grains, free from clay, loam, or any other foreign matter. Blending sand is considered as a fine aggregate and thus must meet the requirements of Table 2. Blending sand may be either a naturally occurring screened sand or a manufactured sand added to the mix for the purposes of enhancing mix properties.

The gradation of the blending sand shall be such that when used in the asphalt mix, the resulting mix shall meet the requirements of Tables 2 and 3 of this section. In any case, the blending sand shall have 100% (by dry weight) passing the 9.5 mm sieve and at least 80% (by dry weight) passing the 4.75mm sieve.

For RCU-80 and above highway classifications the maximum allowable percentage in total of all natural occurring fine aggregates plus blending sand in the total combined aggregate shall be 15% (by dry weight). For RLU-80 and below highway classifications the maximum allowable percentage in total of all natural occurring fine aggregates plus blending sand in the total combined aggregate shall be 20% (by dry weight).

Blending sand shall be supplied by the Contractor.

330.02.01.05 Anti-Stripping Additive

An approved anti-stripping additive shall be added to all Hot Mix Asphaltic Concrete. The anti-stripping additive may be either an approved liquid anti-stripping additive or hydrated lime (Ca(OH)₂) with each meeting the requirements outlined as follows.

If an approved liquid anti-stripping additive is utilized it shall be added to all Hot Mix Asphaltic Concrete at a minimum application rate of 0.5% of additive by weight of asphalt cement or the recommended percentage as determined from Lottman test results. Approved liquid anti-stripping additives include the following products:

- AD-her LOF 6500 (ARR-MAZ Custom Chemicals)
- AD-her 77-00 (ARR-MAZ Custom Chemicals)
- Evotherm M1 (Meadwestvaco Corp.)
- Redicote C-3082 (Akzo Nobel Chemicals)
- Rediset LQ-1102C (Akzo Nobel Chemicals)
- Warmgrip N1 (ARR-MAZ Custom Chemicals)

All other products must be approved by the Department’s Materials Engineering Division.

Suppliers of the asphalt cement and anti-stripping additives shall provide in writing all mixing requirements and proof of product compatibility. Treated asphalt PG binders must meet the relevant performance grade specifications. Some of the additives noted above at various dosage rates are understood to lower the required mixing and compaction temperature of the asphalt mixture. All information in this regard shall be provided 10 days prior to mix design. This information shall also be made available for proper production, laydown and field testing.

Contractors must inform the Engineer and advise workers of the proper procedures, use of protective clothing and equipment when handling anti-stripping additives. Hot mix asphaltic concrete with liquid anti-stripping additives is known to produce strong odours. Contractors must ensure the mix materials are used under proper environmental conditions to guarantee the safety and comfort of construction personnel and the public.
Modified Lottman tests in accordance with AASHTO T 283 Resistance of Compacted Hot Mix Asphalt (HMA) to Moisture-Induced Damage shall be completed within the mix design procedure to determine if the minimum application rate is sufficient. An additional rate of anti-strip and/or an alternate anti-stripping additive will be required if one of the following conditions occurs as determined by AASHTO T 283:

- The tensile strength ratio of the hot mix asphalt concrete is less than 0.80
- There is visual evidence of stripping. Acceptable specimens shall have a visual stripping rating of 1.0 or lower based on a scale from 0 to 10 (with 0 being no visual stripping and 10 being fully stripped).
- The results of the mix utilizing neat hot mix asphalt concrete (or with no anti-stripping additive) significantly exceed the performance of the mix with the anti-stripping additive.

In addition to AASHTO T 283 requirements, the asphalt hot mix containing the anti-stripping additive shall pass a boiling water test in accordance with ASTM D3625 Standard Practice for the Effect of Water on Bituminous-Coated Aggregate Using Boiling Water within the mix design procedure. The pass criterion for ASTM D 3625 is 95% or greater retained bitumen coating of aggregate.

An additional rate of anti-strip and/or an alternate anti-stripping additive will also be required if the aggregate is known to be prone to stripping from past performance and the minimum application rate was insufficient.

If additional or alternative anti-stripping additives are required, a further 10 working days will be required after the Contractor has advised the Department of its new anti-strip proposal and all materials have been received by the Materials Engineering Division. The Contractor and his supplier shall provide sample materials, any technical information and Manufacturer’s recommended application rates.

Modified Lottman Tests (AASHTO T 283) and Boiling Water Tests (ASTM D3625) shall also be conducted on field produced samples of hot mix. All field produced samples shall also pass the requirements above.

Where hydrated lime is used as an anti-strip additive the dosage requirement shall be the greater of one half (1/2) percent by mass of total dry aggregate, or the recommended percentage as determined from the Lottman and Boiling Water test results.

Where hydrated lime is utilized the hydrated lime shall be added to all aggregates by either of the following methods:

(a) Hydrated lime slurry shall be homogeneously mixed with the aggregate in a pug-mill or tumble mixer prior to entering the asphalt plant (the hydrated lime slurry shall be produced at the approximate rate of 1 part lime to 3-4 parts water).

(b) Dry hydrated lime shall be homogeneously mixed with wetted aggregate in a pug-mill or tumble mixer prior to entering the asphalt plant. The wetted aggregate shall have a minimum moisture content of 2% by weight for coarse aggregate and 3% by weight for fine aggregate.

Hydrated lime shall be mixed with the aggregate at least 4 hours prior to entering the asphalt plant. Aggregate treated with hydrated lime shall be used within the same construction season. Treatment shall include both coarse and fine aggregate components of the asphalt aggregate.

Where hydrated lime is to be utilized, the Contractor shall provide the Department with complete information on how the hydrated lime is to be used in the treatment of aggregates. Hot mix produced containing hydrated lime, shall conform to all requirements of the contract before acceptance. The design amount of hydrated lime will be added as a percentage of the total dry aggregate weight.
The cost of all anti-stripping additives (including hydrated lime) will be borne by the Contractor no separate or additional payment will be made.

330.02.02.01 General Requirements for Pavement Mixture

The mixture shall consist of suitably graded fine and coarse aggregate thoroughly mixed with asphalt cement as specified. Blending sand, filler and chemical additives shall be added when required.

Unless otherwise specified, the aggregates shall be combined in such proportions as to produce a mixture conforming to the grading of Table 3.

**TABLE 3**
Asphalt Aggregate Mixtures

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing by Dry Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Surface Course RCU 80 and above</td>
</tr>
<tr>
<td>22.0 mm</td>
<td>100</td>
</tr>
<tr>
<td>19.0 mm</td>
<td>100</td>
</tr>
<tr>
<td>12.5 mm</td>
<td>93-100</td>
</tr>
<tr>
<td>9.5 mm</td>
<td>75-92</td>
</tr>
<tr>
<td>4.75 mm</td>
<td>50-65</td>
</tr>
<tr>
<td>2.00 mm</td>
<td>32-55</td>
</tr>
<tr>
<td>0.425 mm</td>
<td>16-25</td>
</tr>
<tr>
<td>0.150 mm</td>
<td>5-12</td>
</tr>
<tr>
<td>0.075 mm</td>
<td>2.5*</td>
</tr>
</tbody>
</table>

* The dust/effective asphalt ratio of all mixtures shall be between 0.6 and 1.2. Dust is defined as material passing the 0.075 mm sieve.
** Levelling Course Type I to be used where thickness of compacted lift is to be less than or equal to 30 mm.
*** Levelling Course Type II to be used where thickness of compacted lift is to be greater than 30 mm. Once a mix design has been designated or approved by the Engineer, the Contractor shall be required to produce a pavement mixture conforming to the following mix control tolerances. The mix must still fall inside the gradation envelopes of Table 3.

**Individual Sample Tolerance for Production of Combined HMA**

<table>
<thead>
<tr>
<th>Aggregate Passing</th>
<th>Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.0 mm sieve</td>
<td>± 5%</td>
</tr>
<tr>
<td>12.5 mm sieve</td>
<td>± 5%</td>
</tr>
<tr>
<td>9.5 mm sieve</td>
<td>± 5%</td>
</tr>
<tr>
<td>4.75 mm sieve</td>
<td>± 5%</td>
</tr>
<tr>
<td>2.00 mm sieve</td>
<td>± 4%</td>
</tr>
<tr>
<td>425 μm sieve</td>
<td>± 3%</td>
</tr>
<tr>
<td>150 μm sieve</td>
<td>± 2%</td>
</tr>
<tr>
<td>75 μm sieve</td>
<td>± 1%</td>
</tr>
</tbody>
</table>
330.02.02.02  Physical Requirements for Mixture

The aggregates and the asphalt cement shall be mixed in such proportions as to satisfy the criteria contained in Table 4. These criteria are based on the Standard Marshall Test Procedures and using a compactive effort of 75 blows on each face of the specimen.

All test procedures used shall be the latest versions of ASTM or AASHTO standards, except where indicated.

**TABLE 4**

<table>
<thead>
<tr>
<th>Physical Requirements for Asphaltic Concrete Mixture (All Courses)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum</strong></td>
</tr>
<tr>
<td>MARSHALL STABILITY N. AT 60°C</td>
</tr>
<tr>
<td>(I) FOR HIGHWAY CLASSIFICATIONS RLU-60, RLU-70, RLU-80</td>
</tr>
<tr>
<td>(II) FOR HIGHWAY CLASSIFICATIONS RAU &amp; RAD-100, RAU &amp; RAD-90, RCU-80</td>
</tr>
<tr>
<td>MARSHALL FLOW INDEX MM</td>
</tr>
<tr>
<td>% AIR VOIDS (A)</td>
</tr>
<tr>
<td>(I) FOR ALL HIGHWAY CLASSIFICATIONS RLU-60, RLU-70, RLU-80, RAU &amp; RAD-100, RAU &amp; RAD-90, RCU-80</td>
</tr>
<tr>
<td>% VOIDS IN COMPACTED MINERAL AGGREGATES</td>
</tr>
<tr>
<td>(I) LEVELING &amp; BASE COURSE</td>
</tr>
<tr>
<td>(II) SURFACE COURSE</td>
</tr>
<tr>
<td>MODIFIED LOTMAN AASHTO T283 - TENSILE STRENGTH RATIO (PLUS VISUAL)</td>
</tr>
<tr>
<td>See 330.02.01.05</td>
</tr>
<tr>
<td>% RETAINED COATING OF AGGREGATE - BOILING WATER TEST ASTM D3825</td>
</tr>
<tr>
<td>MOISTURE CONTENT OF HOT MIX ASPHALT BY OVEN METHOD, AASHTO T329 AS PERCENT OF HMA</td>
</tr>
</tbody>
</table>

Notes:  (A)The test method, ASTM D2041 "Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixture", shall be modified as follows: The residual pressure in the vacuum cell shall be 27.5 mm ± 2.5 mm.

330.05.08  Material Transfer Device/Vehicle

Unless otherwise noted within the tender documents for all highway classifications, a Material Transfer Device/Vehicle shall be used at no extra cost to transfer the project’s top lift of asphalt mixture (base, leveling or surface material) from the transport vehicles to the asphalt spreader. The purpose of the Materials Transfer Device is to minimize segregation during placement of the asphalt pavement and to increase the smoothness of the pavement surface by reducing the number of stops and starts during the placement of the asphalt pavement. The Material Transfer Device shall be utilized in conjunction with a hopper insert in the asphalt spreader. The hopper insert on the asphalt paver shall be kept full at all times. Cycling the hopper wings of the asphalt paver shall be kept to a minimum.

When required to pave on granulars, a self-propelled transfer vehicle is required.

Prior to being utilized the Material Transfer Device/Vehicle shall be approved for use by the Engineer.
Locations where it is deemed by the Engineer that it is not practical to maneuver and/or safe to utilize a Material Transfer Device/Vehicle shall be identified within the tender documents. For such pre-identified locations no price adjustments to the various hot mix asphalt unit prices will be applied. However, if a Contractor still chooses to proceed with the use of their Material Transfer equipment in a safe manner no additional or other compensation will be applied.

Locations as noted by the Contractor and subsequently agreed with by the Engineer as not practical to maneuver and/or safe to utilize a Material Transfer Device/Vehicle and which were not pre-identified within the tender documents shall have a 5% unit price reduction applied. The price reduction will apply to the various hot mix asphalt unit prices of the material quantities where the Material Transfer Device/Vehicle was not utilized.

The Contractor will be responsible for all surface defects or any other pavement defect irrespective of the utilization or not of a Material Transfer Device/Vehicle.

330.05.09.05 Joints

All joints shall be made in such a manner as to ensure a thorough and continuous bond and to provide a smooth riding surface.

All foreign material and all loose material shall be removed from all faces against which joints are to be made. All cold faces against which joints are to be made shall be cut back to full depth to expose a fresh vertical face and coated with a double application of emulsified asphalt (tack coat).

Longitudinal joints shall be rolled immediately upon placement of the fresh mixture and before the adjacent strip has completely cooled. The joint shall be set up with the back of a rake or lute at proper height and grade to receive the required compression under rolling. The depth of the newly laid mat shall be adjusted to allow for compaction. The paver shall overlap the existing mat by approximately 25 to 40 mm.

Prior to placing the adjacent mat, the exposed edge of each longitudinal joint must be coated with a double application of emulsified asphalt (tack coat). Upon completion of each day's paving, the maximum length of exposed joint edge shall be 60 meters.

Asphalt mat edges having companion longitudinal joints shall be matched within the maximum allotted time period as determined by the engineer. The maximum allotted time period shall be restricted to a lower limit of one hour with an upper limit of two and one half hours. The allotted time limit will be proportioned on the paving lay-down conditions; with the lower time limit applied to least favorable placement conditions and the upper limit applied to favorable placement conditions. Lay-down conditions considered by the engineer in establishing the time limit will include ground surface temperature, hot mix lay-down temperature, placement capacity, ultraviolet intensity, wind speed and air temperature. Longitudinal joints shall be matched by the end of each day's operations. Unmatched asphalt longitudinal joints left exposed at the end of the day, or exposed to moisture, also shall be painted with a continuous thin coating of hot asphalt cement to the full face.

All joints shall be constructed such that any excess material is not scattered on the surface of the freshly laid mat. Such excess material shall be carefully removed and disposed of as directed.

Transverse joints shall be checked with a straight edge immediately after initial rolling. Any irregularity in the pavement surface at the joint shall immediately be corrected by the addition of or removal of mixture. When possible, the transverse joints shall be initially rolled in a direction perpendicular to the direction of paving.
330.05.09.06 General Requirements for Compaction

The pavement mixture shall be compacted to a density of 94% of the Maximum Theoretical Density of the comparative laboratory Marshall mixture based on the criteria given in Section 330.02.02.02 "Physical Requirements for Mixture". Steel drum rollers shall have vibratory capabilities acceptable to the project engineer. Static rolling will only be allowed on bridge decks or where shallow underground utilities are present. The decision to use static rolling will be the responsibility of the project engineer.

It is an express condition of this specification that all mixtures be compacted to the specified density immediately following placement. If, during the course of the paving operation, measured insitu field densities fall below the specified minimum, the Contractor shall revise his compaction process by (a) increasing the number of passes of the compaction train; (b) adjusting the frequency amplitude or tire pressure of individual rollers; or (c) by adding additional rollers to the compaction train. Steel drum rollers should operate with the drive wheel forward in the direction of paving. In all cases, the production and placing of the pavement mixture shall be controlled so that all rolling shall be completed before the pavement mat temperature falls below 80 degrees Celsius. The compaction process shall be completed before sunset.

330.05.09.06.01 Compacting Asphaltic Base, Levelling and Surface Courses

Unless otherwise approved by the Engineer as per Section 330.05.09.06.02, the Contractor shall supply a minimum of two vibratory rollers and one pneumatic tired roller.

The initial compaction shall be obtained by the vibratory roller followed by the pneumatic tired roller. Rolling shall commence as soon after placing as the mixture will bear the roller without checking or undue displacement. Final rolling will be with a roller operating in static mode. Static rolling will be conducted only to remove any irregularities in the pavement surface.

The initial breakdown rolling by a steel wheel roller shall commence as soon after placing as the mixture will bear the roller without checking or undue displacement. Rolling shall start longitudinally at the lower edge and proceed towards the higher edge of the course, overlapping on successive passes. Alternate passes of the roller shall be staggered.

Intermediate rolling, using a pneumatic tire roller, shall follow the breakdown roller as closely as possible. Passes shall be so arranged as to ensure overlapping successive tire paths. The Contractor shall be responsible for ensuring that the tires are in proper condition at all times to prevent pick up of the mixture.

Finishing rolling, using a steel wheel roller, shall be accomplished with the minimum number of passes required to produce a satisfactory surface. Rolling shall start longitudinally at the higher edge and proceed towards the lower edge.

While rolling longitudinal joints, steel drums or rubber tires shall extend 150 mm over the previously placed mat.

When paving in echelon the contactor shall provide sufficient rollers required to compact the asphalt pavement to the required degree of compaction. As a minimum there shall be four vibratory rollers and one pneumatic roller on site.

Based on plant output the minimum number of rollers to be supplied by the Contractor shall be as shown below unless the Contractor is able to achieve the required density, surface texture, and smoothness with fewer rollers.
330.05.09.06.02 Compacting With Static Wheel Rollers

In areas where a vibratory roller cannot operate (i.e. shallow utilities and bridge decks) compaction shall be obtained using suitable static steel wheel rollers but only under approval from the Engineer.

Where approved by the Engineer (as per above) to compact the mixture using static wheel rollers, a minimum of 2 steel wheel and 1 pneumatic tire rollers will be required to operate with each paver used.

The operating speed of static steel wheel rollers shall not exceed 5 km/h and shall be slow enough to avoid displacement of the mix.

330.05.09.06.03 Asphalt Density Measurement and Unit Price Adjustment

The Contractor shall be responsible for the compaction stage of the work to ensure that the density conforms to requirements.

Compaction testing and unit price adjustments shall be based on daily production. Daily production is defined as the production and placement of 200 tonnes or more of asphalt concrete. If the daily production is less than 200 tonnes, the quantity for that day will be added to the next day or days in accordance with Table 1. If it is the last day of production for the project, the quantity for that day will be added to the previous day’s production. If the total quantity of asphalt mix is less than 200 tonnes for the project, two cores will be used to determine asphalt core density.

Test coring must be completed prior to placement of the next lift of asphalt concrete. If the Contractor believes that certain areas to be tested should be excluded from unit price adjustments, then those areas should be identified and submitted to the Department in writing prior to the pre-paving meeting with the Department.

Pavement samples will be taken on the road by Department personnel at random sample locations. Cores shall be a nominal 100 mm diameter. Sample locations will be determined by the Engineer using random sample procedures, in which the daily production is divided into segments as shown in Table 1. A random sample is taken from each segment.

<table>
<thead>
<tr>
<th>DAILY PRODUCTION OF ASPHALT CONCRETE</th>
<th>NUMBER OF SEGMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 to 500 t</td>
<td>2</td>
</tr>
<tr>
<td>500 to 1000 t</td>
<td>3</td>
</tr>
<tr>
<td>1000 to 1500 t</td>
<td>4</td>
</tr>
<tr>
<td>More than 1500 t</td>
<td>5</td>
</tr>
</tbody>
</table>
Segments shall be of approximately equal length. In each segment, a test site will be located by using random numbers to determine the longitudinal distance from the end of the segment and the lateral distance from the edge of the segment. Cores shall not be taken within 0.15m of the pavement edge or longitudinal joint, nor closer than 6 m from transverse joint.

Areas not to be cored include; small areas such as tapers, bulb noses, aprons, bridge approaches, bridge decks, areas of handwork, and asphalt mix used for isolated levelling.

Cores shall be obtained in accordance with ASTM 5361 after a minimum of 12 hours from mix laydown. Typically cores will be sampled within 24 hours after mix laydown. However, the length of time to core the pavement may be extended as approved by the Engineer in order to exclude Saturdays, Sundays and holidays unless the Contractor is placing asphalt concrete on either day or to meet the minimum 200 tonne production requirement described above.

If the Contractor would like to have the cores removed immediately upon completion of his compaction process (and therefore avail of normal paving construction signage), the Contractor may supply dry ice at his expense for this purpose. With the application of approximately 1.5 kg of dry ice, coring can typically be completed within 20 minutes. Traffic control must be in place prior to and throughout the application of the dry ice, as this area must be protected from traffic.

During the coring operation, the Contractor must provide all traffic control in the form of flag persons and signs which conforms to Division 7 Temporary Condition Signs and Devices of the Department and Transportation and Works Specifications Book as well as the latest edition of the Department's Traffic Control Manual and amendments. Coring will not be permitted until all traffic control devices are erected and flag persons are in position.

Immediately following each coring operation, the Contractor shall reinstate the pavement at the core sample location in conjunction with removal of the core by dewatering the core hole and filling it with hot mixed asphalt concrete in corresponding lift thicknesses up to the pavement surface elevation, compacting each lift with 25 blows using a standard Marshall hammer. Each coring operation and the reinstatement of core hole is to be conducted during a single traffic control and flag person set up.

Failure to meet the time requirements for the core hole repair may result in delayed paving of any subsequent asphalt production.

Mat densities will be tested by the Engineer by core analysis throughout the course of the work and shall conform to the density requirements indicated in Table 2. The asphalt cores will be retained and stored safely by the Engineer.

The percent compaction will be determined by comparing the core bulk densities, in accordance with ASTM D2726 with the average theoretical maximum density of the loose mix samples corresponding with the daily production of these cores, in accordance with ASTM D2041.

The Engineer will provide the Contractor with a copy of the results of acceptance tests within one working day of their availability. For asphaltic base and leveling courses unit price adjustments will be applied utilizing Table 2 to each tonne of asphalt mix for the day (or days if daily production is less than 200 tonne) represented by the segments cored and the percent compaction averaged. For asphaltic surface courses unit price adjustments will be applied utilizing Table 2 for each individual core's percent of maximum theoretical, and the unit price adjustment will be applied to each tonne of asphalt mix for the day divided by the daily segments cored (or days if daily production is less than 200 tonne).

For each asphaltic base, leveling and surface course mixture type for the day, in addition to the requirements noted above, if an individual core's percent of maximum theoretical falls below 93.5 % or
above 97.5% no bonuses will be paid for the paving day for that mixture. Also, irrespective of the paving day, the average of any four consecutive samples of a mixture type (base, leveling or surface) shall have a reject limit of 92.0% based on the four individual core's percent of maximum theoretical. The rejected material represented by the averaged four cores will be the sum of the four units of material represented by each core defined as the tonnes of the asphalt mixture type for the day divided by the daily segments cored (or days if daily production is less than 200 tonne). Units of rejected material will not be rejected twice or more.

Table 2
Unit Price Adjustment for Density

<table>
<thead>
<tr>
<th>% OF MAXIMUM THEORETICAL DENSITY</th>
<th>UNIT PRICE ADJUSTMENT ($ PER TONNE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 97.5</td>
<td>0</td>
</tr>
<tr>
<td>&gt;97.0 to ≥ 97.5</td>
<td>+0.50</td>
</tr>
<tr>
<td>&gt;95.0 to ≥ 97.0</td>
<td>+1.50</td>
</tr>
<tr>
<td>&gt;94.5 to ≥ 95.0</td>
<td>+0.50</td>
</tr>
<tr>
<td>&gt;94.0 to ≥ 94.5</td>
<td>0</td>
</tr>
<tr>
<td>&gt;93.5 to ≥ 94.0</td>
<td>-0.50</td>
</tr>
<tr>
<td>&gt;93.0 to ≥ 93.5</td>
<td>-1.00</td>
</tr>
<tr>
<td>&gt;92.5 to ≥ 93.0</td>
<td>-2.00</td>
</tr>
<tr>
<td>&gt;92.0 to ≥ 92.5</td>
<td>-4.00</td>
</tr>
<tr>
<td>&gt;91.5 to ≥ 92.0</td>
<td>-6.00</td>
</tr>
<tr>
<td>&gt;91.0 to ≥ 91.5</td>
<td>-10.00</td>
</tr>
<tr>
<td>&gt;90.5 to ≥ 91.0</td>
<td>-15.00</td>
</tr>
<tr>
<td>&gt;90.0 to ≥ 90.5</td>
<td>-20.00</td>
</tr>
<tr>
<td>≤90.0</td>
<td>REJECT</td>
</tr>
</tbody>
</table>

330.05.12.03 Measurement for Payment for Asphalt Cement

The asphalt cement will be measured in tonnes, rounded to two decimal places. Payment for Asphalt Cement shall be as per the percentage (%) of asphalt cement required in the Design Mix Formula approved by the Materials Engineering Division. However, where Asphalt Cement contents are found to be deficient to the point of being in the penalty zones subsequently described, Asphalt Cement will be paid on actual content only, as determined by ASTM D6307 Method A -Standard Test Method for Asphalt Content of Hot-Mix Asphalt by the Ignition Method. Any moisture content in the hot mix asphalt will be determined and deducted. The method of determination of this moisture content will be in accordance with AASHTO 329 Standard Method of Test for Moisture Content of Hot Mix Asphalt by Oven Method.

Samples of hot mix asphalt shall be taken randomly, throughout each day of production, and tested to ensure conformance with the specifications stated herein. Sampling and testing shall be performed in accordance with ASTM D979 and ASTM D6307, Method A. Additional samples may also be taken and tested in accordance with ASTM D2172, for verification purposes.

In the event of any and all disputes over asphalt content, the asphalt contents as determined by the Engineer, in accordance with the above stated method, shall govern in all cases.
Acceptance Criteria
The following acceptance criteria shall apply for all mixes:

<table>
<thead>
<tr>
<th>TYPE OF TEST</th>
<th>ACCEPTABLE ZONE (%)</th>
<th>PENALTY ZONE (%)</th>
<th>REJECTABLE ZONE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDIVIDUAL SAMPLE</td>
<td>± 0.30</td>
<td>-0.30 TO - 0.50</td>
<td>&lt;0.50 OR &gt;+0.50</td>
</tr>
</tbody>
</table>

Payment Adjustment Factor

If the test results representing the individual sample for asphalt cement content falls into the above-stated "Penalty Zone", the payments for both Asphalt Cement and Hot Mix Asphalt shall be adjusted by deducting a percentage from the unit prices per Table 9 for the Individual Sample. These adjustments shall apply to the areas of pavement represented by these samples.

If the test results representing the individual sample fall into the above-stated "Rejectable Zone", then no payment will be made for either the asphalt cement or hot mix asphalt represented by those samples.

The design mix formula may be revised, as required, by the Department throughout the project. If a change in the mix design occurs during the day, then two or more averages will be computed, before and after the change was made.

<table>
<thead>
<tr>
<th>Penalty Zone AC Content Deviation %</th>
<th>Unit Price Payment Adjustment Factor %</th>
<th>Penalty Zone AC Content Deviation %</th>
<th>Unit Price Payment Adjustment Factor %</th>
<th>Penalty Zone AC Content Deviation %</th>
<th>Unit Price Payment Adjustment Factor %</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.30</td>
<td>0.0</td>
<td>0.37</td>
<td>7</td>
<td>0.44</td>
<td>14</td>
</tr>
<tr>
<td>0.31</td>
<td>1</td>
<td>0.38</td>
<td>8</td>
<td>0.45</td>
<td>15</td>
</tr>
<tr>
<td>0.32</td>
<td>2</td>
<td>0.39</td>
<td>9</td>
<td>0.46</td>
<td>16</td>
</tr>
<tr>
<td>0.33</td>
<td>3</td>
<td>0.40</td>
<td>10</td>
<td>0.47</td>
<td>17</td>
</tr>
<tr>
<td>0.34</td>
<td>4</td>
<td>0.41</td>
<td>11</td>
<td>0.48</td>
<td>18</td>
</tr>
<tr>
<td>0.35</td>
<td>5</td>
<td>0.42</td>
<td>12</td>
<td>0.49</td>
<td>19</td>
</tr>
<tr>
<td>0.36</td>
<td>6</td>
<td>0.43</td>
<td>13</td>
<td>0.50</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt; 0.50</td>
<td>Rejected</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
18. SOLVENT BASED EXTRACTION OF ASPHALT CEMENT TESTING:

For this project, the Contractor shall provide a fume hood located inside his field laboratory for Department testing purposes, having adequate forced air circulation. This requirement is necessary to ensure the safety of personnel conducting the extraction of asphalt cement from the hot-mix asphalt using N-Propyl Bromide. Contractors shall also provide the required N-Propyl Bromide solvent to conduct the testing.

The fume hood must be located appropriately within the laboratory to allow proper functional access and so as to not interfere with other laboratory functions or testing.

Fume hoods complete with work surfaces, cabinets, sinks, exhaust blowers and chemical extraction pumps must be approved by the Materials Engineering Division prior to purchase. Proposed fume hoods shall meet or exceed ASHRAE-110, NFPA-45, and UL 1805 standards as well SEFA recommended practices.

Materials and description criteria below shall be met.

1. Fume Hood
   - Minimum dimensions of 72 inches wide x 32 inches deep x 48 inches high to permit placement of vacuum extractor, vacuum pump and hot plate
   - Constructed of chemical resistant, flame retardant, non-metallic composite resin, both interior and exterior
   - Interior fume chamber is moulded one piece seamless with all corners coved.
   - Equipped with vertical slide safety tempered glass slash with chemical resistant sash frame – sash track – and sash lift
   - Sash stops which can be manually adjusted by field personnel
   - Vapour-proof light fixture mounted in hood with switch pre-wired to junction box
   - 115v, 20amp, single phase 2-duplex receptacle installed on front column of fume hood for a vacuum pump and hot plate
   - Switch installed for chemical extraction pump

   (Hemco Uniflow LE Fume Hood Part No. 35611 or Equivalent)
   (Hemco Safety Sash Lock Part No. 51651 or Equivalent)
   (Hemco 2 Duplex Receptacle Part No. 50029-2 or Equivalent)
   (Hemco Single Receptacle Part No. 50030-2 or Equivalent)

2. Work Surface (Countertop)
   - Stainless steel work surface with dimensions to match internal fume hood chamber.
   - Surface dished minimum 3/8" to contain spillage.
   - Hole must be cut in surface to allow installation of oval cup sink.
• Polyolefin 3 inch by 9 inch oval cup sink for drainage

(Hemco Stainless Steel Work Surface Part No. 20616 or Equivalent)
(Hemco Oval Cup Sink Part No. 40121 or Equivalent)

3. Acid Storage Base Cabinets
• Storage base cabinets having dimensions to match fume hood chamber (minimum dimensions for one cabinet 72 inches wide or two cabinets 36 inches wide each.)
• Constructed of top grade furniture steel with a chemical resistant finish.
• Interior shall have a moulded one piece seamless liner constructed of chemical resistant composite resin.
• Adequate space for two 5 gallon containers. One container will hold clean solvent to pump into extractor whereas the second container will hold the asphalt cement / N-Propyl bromide extract solution from the vacuum extractor. (Rather than setting up the two containers, the Contractor may run lines for clean solvent and extract to barrels outside the trailer that are properly secured.)
• Adjustable Shelf and vented hinged doors.

(Two Hemco Acid Storage Base Cabinets Part No. 15030 (36 inches wide) or equivalent)

4. Fume Hood Exhaust Blower
• Belt driven exhaust blower installed next to hood or externally on the trailer roof. Capacity of 500-1000 CFM
• 3/4 HP, 115 V motor
• Pilot light switch for air blower.
• Ventilation duct hardware and vents shall be supplied and installed as per fume hood manufacturer’s instructions

(Hemco Epoxy Coated Steel Blower Belt Drive Part No. 51705X or Equivalent)
(Hemco Blower Switch with Pilot Light Part No. 50027-1 or Equivalent)

5. Chemical Extraction Pump
• 115v liquid-flow pump to be installed in base cabinet to extract N-Propyl Bromide from container
• Pump outfitted with chemical resistant Viton diaphragm
• Piping made of PVC plastic

The fume hood must also be inspected prior to use in accordance with all applicable regulations.

**Contractors are to provide the required N-Propyl Bromide solvent to conduct the testing.**
For rough estimate purposes each extraction test requires approximately 5 litres solvent to
complete while each 600 t subplot of asphalt mix production will require at least one full solvent extraction test.

Contractors must also dispose of used solvent by means of an approved chemical waste disposal company. Verification of proper disposal of the solvent shall be provided to the resident engineer upon completion of the work.

In addition to the requirement for the fume hood and solvent above the hot mix asphalt specifications are modified as follows:

**CHANGE to Section 330.05.12.03 Measurement for Payment for Asphalt Cement**

**330.05.12.03 Measurement for Payment for Asphalt Cement**

The asphalt cement will be measured in tonnes, rounded to two decimal places. Payment for Asphalt Cement shall be as per the percentage (%) of asphalt cement required in the Design Mix Formula approved by the Materials Engineering Division. However, where Asphalt Cement contents are found to be deficient to the point of being in the penalty zones subsequently described, Asphalt Cement will be paid on actual content only, as determined by ASTM D2172 Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures. Any moisture content in the hot mix asphalt will be determined and deducted. The method of determination of this moisture content will be in accordance with AASHTO 329 Standard Method of Test for Moisture Content of Hot Mix Asphalt by Oven Method.

Samples of hot mix asphalt shall be taken randomly, throughout each day of production, and tested to ensure conformance with the specifications stated herein. Sampling and testing shall be performed in accordance with ASTM D979 and ASTM D2172. Additional samples may also be taken and tested in accordance with ASTM D2172, for verification purposes.

In the event of any and all disputes over asphalt content, the asphalt contents as determined by the Engineer, in accordance with the above stated method, shall govern in all cases.

**Acceptance Criteria**

The following acceptance criteria shall apply for all mixes:

<table>
<thead>
<tr>
<th>Table 8</th>
<th>Asphalt Content Acceptance Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE OF TEST</td>
<td>ACCEPTABLE ZONE (%)</td>
</tr>
<tr>
<td>INDIVIDUAL SAMPLE</td>
<td>± 0.30</td>
</tr>
</tbody>
</table>

**Payment Adjustment Factor**

If the test results representing the *individual sample* for asphalt cement content falls into the above-stated "Penalty Zone", the payments for both Asphalt Cement and Hot Mix Asphalt shall be adjusted by
deducting a percentage from the unit prices per Table 9 for the Individual Sample. These adjustments shall apply to the areas of pavement represented by these samples.

If the test results representing the individual sample fall into the above-stated "Rejectable Zone", then no payment will be made for either the asphalt cement or hot mix asphalt represented by those samples.

The design mix formula may be revised, as required, by the Department throughout the project. If a change in the mix design occurs during the day, then two or more averages will be computed, before and after the change was made.

<table>
<thead>
<tr>
<th>Penalty Zone AC Content Deviation %</th>
<th>Unit Price Payment Adjustment Factor %</th>
<th>Penalty Zone AC Content Deviation %</th>
<th>Unit Price Payment Adjustment Factor %</th>
<th>Penalty Zone AC Content Deviation %</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>14</td>
</tr>
<tr>
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<td>1</td>
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<td>4</td>
<td>0.41</td>
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</table>
The report below is to be completed on a monthly basis by all contractors engaged in Construction/Maintenance and or other project work for the Government of Newfoundland and Labrador, Department of Transportation and Works. Please attach information pertaining to items highlighted with an asterisk (*)

## Contractor Information

<table>
<thead>
<tr>
<th>Contact</th>
<th>Name</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor CSO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Manager</td>
<td></td>
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</tr>
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## Monthly OHS Performance Indicators

### Lagging Indicators

- **Lost Time Injuries**
- **Working Days Lost**
- **Return to Work Plans**
- **First Aid Incidents**
- **Medical Aid Incidents**
- **Total Hours Worked (site)**
- **Accident /Incident reports**
- **Accident Incident Investigations Conducted***

### Leading Indicators

- **Tool Box Talks (safety specific)**
- **OHS Committee/Rep Meetings***
- **Bi-Weekly Project Meeting**
- **Site Safety Orientations**
- **Site Inspections***
- **Hazard Reports Submitted**
- **Hazard Assessments Conducted***
- **Traffic Control Signage Log Completed***

## OHS Division Activities

- **OHS Division Inspections**
- **OHS Division Directives Issued***

## Sub-Contractor Information

<table>
<thead>
<tr>
<th>Name sub-contractors working on site</th>
<th>Description of work conducted by sub-contractors</th>
<th>Days on site</th>
<th>COR Certified (Y/N)</th>
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## Training Information

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<tr>
<th>Training conducted with staff</th>
<th>Brief description of training conducted with safety or work practice focus</th>
<th>Total staff trained</th>
<th>Records available (Y/N)</th>
</tr>
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</table>

## Equipment Maintenance

<table>
<thead>
<tr>
<th>Annual equipment inspections conducted (Y/N)</th>
<th>All equipment passed inspection (Y/N)</th>
<th>Records Available (Y/N)</th>
<th>Non-Routine maintenance required? Identify equipment</th>
<th>List maintenance conducted</th>
</tr>
</thead>
</table>

## Report completed on:  

**Signature:**
Definitions

First Aid Incident – An Occupational Injury/Illness that requires first aid treatment only and does not result in loss of time from work or Restricted Work.

Medical aid Incident – A classification of Occupational Injury/Illness for Medical Treatment beyond First Aid Injury where there has been no Lost Days. i.e: Visit to a health care provider or hospital specific to the injury

Lost-Time Injury – An injury/Illness resulting in Lost Days beyond the date of injury as a direct result of an Occupational Injury/Illness incident on the project.

Working Days Lost – The number of calendar days that the employee is unable to work beyond the day of injury specific to the project in which the injury occurred. Calculate total days for all employees working on the project.

Total Hours Worked – Total number of hours of employment (i.e., the actual worked hours) of all employees for each contractor and sub-contractor companies for the reporting period specific to the project.

Accident – An undesired event resulting in death, ill health, injury, damage or other loss.

Incident – An unplanned, undesired event that had the potential to cause injury or other damage.

Accident/Incident Report – All accidents and incidents must be reported, whether through an internal reporting structure or through the WHSCC employers form 7. All accidents of a serious nature must also be reported to the OHS Division within 24 hours (serious accidents re outlined in section 54(3) of the OHS Act)

Accident/Incident Investigation – is an investigation by the employer into the root cause of an accident or incident to identify hazards and prevent workplace accidents/incidents from recurring.
<table>
<thead>
<tr>
<th>Date/Time</th>
<th>Location/Project</th>
<th>Indicate the number or name of the signage layout utilized from the TAW</th>
<th>Current Conditions/Placement of signage</th>
<th>Current/existing weather conditions</th>
<th>Signage and equipment suitable for the work and conditions [Y/N]</th>
<th>Identify deficiencies/compromised prior to the commencement of work near any signage reports, replacements or upgrading required</th>
<th>Report completed by</th>
<th>Signage adjusted, indicate date and time of adjustment/implementation</th>
<th>Log reviewed by T&amp;W Engineer, day and time</th>
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</thead>
</table>
UNIT PRICE TABLE

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INSTRUCTION TO BIDDERS

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<td>10. Acceptance of Tender</td>
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</table>
1. TENDERS

(a) Envelopes containing the Tender are to be clearly marked identifying the Project No. and the Project Name as shown on the Tender Form, and the envelopes to be addressed:

Deputy Minister

c/o Tendering and Contracts Section, Dept. of Transportation & Works,

Ground Floor-West Wing, Confederation Bldg., East Block, P.O. Box 8700, St. John’s, NL A1B 4J6

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

(b) Tenders must be received by Tendering and Contracts Section, Department of Transportation and Works on or before the exact closing time and date indicated in the advertisement or as amended by the Deputy Minister.

**TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**

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

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

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

2. TENDER DOCUMENTS

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

(b) Every interpretation or addition to the contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written addendum.

(c) No addendums will be issued less than seven (7) days prior to the closing date of the Tender.

3. TENDER SURETY AND BONDING

(a) Bidding Security

Every bidder shall submit with their Tender a bid bond issued by an approved Surety Company licensed to do business in the Province of Newfoundland and Labrador and made out in favour of the Department of Transportation and Works. The bid bond shall be at least ten percent (10%) of the tendered amount. No bidding security will be required for a tendered amount of less than $25,000 unless specifically called for elsewhere in the tender document. An approved certified cheque may be substituted in lieu of the bid bond. The bidding security will be returned upon receipt of the Performance and Labour and Materials Bonds. The terms of the bid security will be invoked and the amount retained by the Owner if the Bidder fails to enter into an agreement when notified of the award of the work within the tender validity period, or fails to provide the Performance and Labour and Materials bonds in the amount and within the period specified.

(b) Performance Bond

A Performance Bond will be required in the amount of fifty percent (50%) of the contract price. The Performance Security is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Security has been received. Performance Security will not be required for a contract value of less than $25,000. In lieu of the Performance Bond, the Minister may accept at his sole discretion an approved certified cheque for ten percent
(10%) of the tendered amount. The cheque will be retained until satisfactory completion of the work including the
guarantee period, after which this amount will be returned to the contractor together with the accrued interest
thereon at the current bank rate.

(c) Labour and Materials Payment Bond

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

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

4. COMPLETION OF TENDER FORM

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

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

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

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

   In the case of a Sole Proprietorship signature, Sole Proprietor will sign where indicated in the presence of a
   witness who will sign where indicated. Insert the words “Sole Proprietor” next to the signature. In the case of
   a Partnership signature, all partners will sign where indicated in the presence of a witness who will sign
   where indicated. Insert the work “Partner next to signatures”.

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

(e) The attention of the Bidder is drawn to the necessity of legibly pricing each and every item in any schedule of
quantities and of calculating the units and totals exactly correct to agree with the tender amounts. Failure to do so
will be sufficient grounds for rejection.

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

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

5. UNACCEPTABLE TENDERS

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

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

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

(d) Incomplete Tenders will be rejected.

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

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

(g) Incorrectly prepared tenders may be rejected.
6. **AMENDMENTS TO TENDER**

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

7. **WITHDRAWAL OF TENDERS**

   Bids may be withdrawn without penalty in written form, by fax, telegram, or by telex request if received prior to the time fixed for the opening.

8. **SUBSTITUTION OF MATERIALS**

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

   (b) Where the Specifications include the "or approved equal" clause, substitutions may be proposed provided that:
   1. the request for a substitution is made in writing at least fourteen (14) days prior to the bid date;
   2. the request shall clearly define and describe the product for which the substitution is requested;
   3. the substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.

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

9. **USE OF BID DEPOSITORY**

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

10. **ACCEPTANCE OF TENDER**

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

    (b) Upon written acceptance of the tender within the tender validity period, the Tender Form becomes part of the Contract Documents and the successful bidder becomes the Contractor. The Contractor will be required to execute a formal agreement with the Owner within thirty (30) days of the date of the letter of intent.
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GC1 DEFINITIONS

1.1 Contract Documents

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

1.2 Owner, Engineer/Architect, Contractor

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

1.3 Subcontractor

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

1.4 The Project

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

1.5 Products

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

1.6 The Work

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

1.7 Materials and Equipment

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

1.8 Other Contractor

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

1.9 Time

The Contract Time is the time stated in Article A-1(c) of the Agreement for Substantial Performance of the Work.
(a) The date of Substantial Performance of the Work is the date certified by the Engineer/Architect.
(c) The term day, as used in the Contract Documents, shall mean the calendar day.
(d) The term working day means any day observed by the construction industry in the area of the place of building.

1.10 Substantial Performance
A Contract shall be deemed to be substantially performed
(a) when the work or a substantial part thereof is ready for use or is being used for the purpose intended; and
(b) when the work to be done under the contract is capable of completion or correction at a cost of not more than
(i) three per centum of the first two hundred and fifty thousand dollars ($250,000) of the contract price,
(ii) two per centum of the next two hundred and fifty thousand dollars ($250,000) of the contract price, and
(iii) one per centum of the balance of the contract price.

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

GC2 DOCUMENTS

2.1 The Contract Documents shall be signed in duplicate by the Owner and the Contractor.
2.2 Words which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
2.3 In the event of conflicts between Contract Documents the following shall apply:

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

GC3 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK

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

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

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

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

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

GC4 DOCUMENTS PROVIDED

4.1 The Contractor will be provided, without charge, a reasonable number of Contract Documents or parts thereof as reasonably necessary for the performance of the Work.
GC5 DOCUMENTS ON THE SITE

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

GC6 OWNERSHIP OF DOCUMENTS AND MODELS

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

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

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

GC7 ENGINEER/ARCHITECTS DECISIONS

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

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

7.3 If the question of error and/or variance is not resolved immediately, and the Engineer/Architect decides that the disputed work shall be carried out, the Contractor shall act according to the Engineer/Architect's written decision.

Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC16 - Settlement of Disputes.

GC8 DELAY

8.1 If it can be clearly shown that the Contractor is delayed in the performance of the work by any act or fault of the Owner or other Contractor, then the contract time shall be extended for such reasonable time as the Engineer/Architect may decide in consultation with the Contractor.

The Contractor shall be reimbursed for any costs incurred by the Contractor as a result of such a delay occasioned by the act or fault, provided that it can be clearly shown that the Contractor's forces cannot work efficiently elsewhere on the project and that the incurred cost is limited to that which could not reasonably have been avoided.

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

8.3 If the Contractor is delayed in the performance of the Work by civil disorders, labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractor's Association, of which the Contractor is a member) fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause of any kind whatsoever beyond the 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 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 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 an 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 Limitations 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 this 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
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.

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.

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

The insurance shall preclude subordination claims by the Insurer against anyone insured thereunder.

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."

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 Insured or of others for which the Insured 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. 31-17PHP (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 2017 and substantially perform the Work of this Contract as certified by the Engineer by the 31st day of October, 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 x

The Engineer at: D. Bruce, Regional Engineer, Clarenville, NL

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:

OWNED

Department of Transportation and Works

Tracy King, Deputy Minister Date

CONTRACTOR

Name and Title (Print)

Signed Date

Name and Title

Signed Date

Name and Title

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.
Newfoundland
Labrador
Transportation and Works

DECLARATION OF EQUIPMENT
APPENDIX TV

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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<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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<td>J-1 Contracting Ltd.</td>
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CONTRACTOR: J-1 Contracting Ltd

ADDRESS: PO Box 9068  Clarenville, NL  A5A 2C2

DATE: September 8, 2017
Newfoundland Labrador
Transportation and Works

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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<thead>
<tr>
<th>SUB-CONTRACTOR</th>
<th>ADDRESS</th>
<th>TRADE</th>
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<td>Own Forces/G&amp;R Contracting</td>
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<td>SUBGRADE</td>
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<td>Own Forces</td>
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<td>PAVING</td>
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<tr>
<td>S&amp;H Construction</td>
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<td>Guide Rail</td>
</tr>
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CONTRACTOR: J-1 Contracting Ltd.
ADDRESS: PO Box 9068 Clarenville, NL A5A 2C2
DATE: September 9, 2017
## Newfoundland Labrador's
### Transportation and Works

**CONSTRUCTION SCHEDULE FORM**

**APPENDIX'C**

<table>
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<th>ITEM</th>
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<td>Demobilization</td>
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Project Name: Levelling sections of Route 205 between Hillview & St. Jones Within from km 6.7 to Km 14.8

Contractor: J-1 Contracting Ltd.

Address: PO Box 9068, Clarenville, NL A5A 2C2

Signature: [Redacted]  

---

s. 40(1)
Letter of Good Standing
Certificate of Recognition™ Program

June 22, 2017

J-1 Contracting Limited/Mac-Court Paving Inc.

PO Box 9068
Clarenville, NL, A5A 2C2

Based upon a review of NLCSA records

J-1 Contracting Limited/Mac-Court Paving Inc.

is an active participant in the Certificate of Recognition™ (COR™) Program, and is therefore in good standing with the Newfoundland and Labrador Construction Safety Association. This letter is based on the information available to the NLCSA as of the date listed and is valid until the expiration date.

Commencement Date:  January 16, 1998       Expiry Date:  July 31, 2018

This letter of good standing is issued to a firm actively participating in the NLCSA COR™ program and whose current standing falls into the category noted below:

Certificate of Recognition™  X
Audit Pending
In Process

Note: NLCSA's records are compiled from information gathered during a firm's participation in NLCSA programs, which information is believed to be correct. This letter is based on information currently available to the NLCSA, and is not certified or warranted for accuracy. NLCSA assumes no responsibility or liability for the information contained in this letter.

s. 40(1)

NLCSA Representative

80 Glencoe Drive, Donovan's Industrial Park, Mount Pearl, NL A1N 4S9
T: 709 739 7000    F: 709 739 7001    TOLL FREE: 1 888 681 SAFE (7233)
INFO@NLCSA.COM    WWW.NLCSA.COM
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8.

PROJECT NO: 031-17PHP
AWARD DATE: 
VALUE: $483,731.40

INSURER: Royal & Sun Alliance
ADDRESS: 137 Venture Run, Suite 300, Dartmouth, NS B3B 0L9
BROKER: Wedgewood Insurance Limited
ADDRESS: PO Box 13370, St John's, NL A1B 4B7
INSURED NAME OF CONTRACTOR: J1 Contracting Limited
ADDRESS: PO Box 9068, Clarenville, NL A5A 2C2

ADDITIONAL INSURED (Excluding Automobile Liability Policy)
X The OWNER, "Her Majesty the Queen in Right of the Province of Newfoundland & Labrador as represented by the Minister of Transportation & Works, PO Box 8700 St. Johns, NL A1B 4J6
X The Occupant/Operator of the Property
X Project Consultants of the OWNER (excluding professional liabilities)

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

<table>
<thead>
<tr>
<th>POLICY TYPE</th>
<th>NUMBER</th>
<th>INCEPTION DATE</th>
<th>EXPIRY DATE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 COMMERCIAL GENERAL LIABILITY or WRAP-UP LIABILITY (Including where indicated)</td>
<td></td>
<td>2017/02/14</td>
<td>2018/02/14</td>
<td>$2,000,000</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>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. REMOVAL OR WEAKENING OF SUPPORT</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2A. BUILDERS' RISK &quot;BROAD FORM&quot; or INSTALLATION FLOATER &quot;BROAD FORM&quot;</td>
<td></td>
<td>Not required</td>
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<td></td>
</tr>
<tr>
<td>2C. PIERS, WHARVES, &amp; DOCKS RIDER</td>
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<td></td>
<td></td>
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<tr>
<td>3.1 AUTOMOBILE LIABILITY INSURANCE</td>
<td></td>
<td>2017/02/14</td>
<td>2018/02/14</td>
<td>$2,000,000</td>
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<tr>
<td>3.2 NON-OWNED AUTO</td>
<td></td>
<td>2017/02/14</td>
<td>2018/02/14</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>4. AIRCRAFT and/or WATER CRAFT LIABILITY INSURANCE</td>
<td>Not required</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5. ENVIRONMENTAL IMPAIRMENT LIABILITY</td>
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<td></td>
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</tr>
<tr>
<td>6. SHIPBUILDER'S or SHIP REPAIRER'S LIABILITY INSURANCE</td>
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<td></td>
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<tr>
<td>7. HULL &amp; MACHINERY INSURANCE; and PROTECTION &amp; INDEMNITY Insurance including 4/4th COLLISION LIABILITY</td>
<td>Not required</td>
<td></td>
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</tbody>
</table>

The Insurer agrees to notify the Owner, as defined above, in the event of any cancellation, termination or material change of any policy.

NAME OF INSURER'S OFFICER or AUTHORIZED REPRESENTATIVE: Regina O'Keefe
SIGNATURE: [Redacted]
DATE: September 12, 2017
TELEPHONE NO: 709-753-3216

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.

s. 39(1)(a)(ii), s. 39(1)(b), s. 39(1)(c)(iii), s. 35(1)(d)
s. 39(1)(a)(ii), s. 39(1)(b), s. 39(1)(c)(iii), s. 35(1)(d)
s. 40(1)
LABOUR & MATERIAL PAYMENT BOND
(Trustee Form)

No. J-1 CONTRACTING LIMITED

Principal, and Travelers Insurance Company of Canada

Canada and duly authorized to transact the business of Suretyship in CANADA as Surety, hereinafter called the Surety, are held and firmly bound unto

Her Majesty the Queen in Right of the Province of Newfoundland and Labrador as Represented by the Minister of Transportation & Works

as Obligee, hereinafter called the Obligee, in the amount of Two Hundred Ten Thousand Three Hundred Eighteen And No/100 dollars ($210,318.00) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated 11th day of September 2017, in the year 2017 for Project No. 31-17 PHP - Leveling sections of Route 205 between Hillview and St. Jones Within from 6.7km to km 14.8

in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.

2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Obligee to sue on and enforce the provisions of this Bond.

3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below. Accordingly, no suit or action shall be commenced hereunder by any Claimant:

a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given.
CCDC 222 – 2002

i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the lien Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;

ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;

b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantee provided in the Contract;

c) other than in a Court of competent jurisdiction in the Province or Territory in which the work described in the Contract is to be installed or delivered as the case may be and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothec and privileges of said Claimant.

5. Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.

7. The Surety shall not be liable for a greater sum than the Bond Amount.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 12th day of September, in the year 2017.

SIGNED and SEALd in the presence of

s. 40(1)

s. 40(1)

J-1 CONTRACTING LIMITED

Signature

Jim Brown, President

Name of person signing

Travelers Insurance Company of Canada

Signature

Attorney-in-Fact

Name of person signing

CCDC
Copyright 2002
Canadian Construction Documents Committee

(CCDC 222 – 2002 has been approved by the Surety Association of Canada)
PERFORMANCE BOND

s.39(1)(a)(ii), s.39(1)(b), s39(1)(c)(iii), s.35(1)(d)

No.: 

J-1 CONTRACTING LIMITED 

Principal, and, 

Travelers Insurance Company of Canada 
a corporation created and existing under the laws of Canada 
duly authorized to transact the business of Suretyship in CANADA as Surety, hereinafter called the Surety, are held and firmly bound unto.

Her Majesty the Queen in Right of the Province of Newfoundland and Labrador as Represented by the Minister of Transportation & Works

as Principal, hereinafter called the Principal, in the amount of Two Hundred Ten Thousand Three Hundred Eighteen And No/100

($210,318.00) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated 11th day of September in the year 2017

For Project No. 31-17 PHP - Leveling sections of Route 205 between Hillview and St. Jones Within from 6.7km to km 14.8

hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly:

1) remedy the default, or;
2) complete the Contract in accordance with its terms and conditions or;
3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price, but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or;
4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 12th day of September in the year 2017.

SIGNED and SEALED in the presence of

[Signature]

[Name of person signing]

[Signature]

[Name of person signing]

(CCDC 221 - 2002 has been approved by the Surety Association of Canada)
October 6, 2017

Farrell’s Excavating Ltd
P.O. Box 909
Mount Pearl, NL
A1N 3C8

Dear Sir:

Re: #031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

This is to inform you that your tender on the above noted project was unsuccessful. Your bid security in the form of Bid Bond $_____ in the amount of 10% of your tender, is attached.

We thank you for your submission and trust you will be tendering on other future projects which may be of interest to you.

Yours truly

s.39(1)(a)(ii), s.39(1)(b), s39(1)(c)(iii), s.35(1)(d)

Stephen Slaney
Tendering & Contracts

attach
November 16, 2017

J-1 Contracting Ltd.
P.O. Box 9068
Clarenville, NL
A5A 2C2

Dear Sir:

Re: 031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

Enclosed, for your records, is a copy of your agreement on the above noted project.

Yours truly,

[Signature]

Jacqueline Vickers
Manager
Tendering & Contracts

Iw
encl.
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 19th day of August, 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 J-1 Contracting Ltd.

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. 31-17PHP (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 19th day of 2017 and substantially perform the Work of this Contract as certified by the Engineer by the 31st day of October, 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 Four hundred eighty three thousand seven hundred thirty one dollars and forty cents ($483,731.40) (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: J-1 Contracting Ltd., P.O. Box 9068, Clarenville, NL A5A 2C2

The Engineer at: Darryl Bruce, Regional Engineer, 3 Duffitt Place, Clarenville, NL A5A 1E9

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

[Signature]
Tracy King, Deputy Minister Date

CORPORATE SEAL

[Seal]
S. 40(1)

CONTRACTOR

[Signature] Jim Brown - J-1 Contracting Ltd.
Signed Date

[Signature]
Name and Title

[Signature]
Signed Date

[Signature]
Name and Title

AGREEMENT 2
N.B. Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.
**TW CORRESPONDENCE CHECKLIST**

<table>
<thead>
<tr>
<th>Title: 031-17PHP - Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8</th>
<th>TRIM #:</th>
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</thead>
<tbody>
<tr>
<td>Drafter: Stephen Slaney</td>
<td>Date: September 28, 2017</td>
</tr>
<tr>
<td>Authority to Approve: (TBM, OC, MC, etc)</td>
<td>Date:</td>
</tr>
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<table>
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<tr>
<th>Approvals</th>
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<td>Responsible Director</td>
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</tr>
<tr>
<td>Other (specify):</td>
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<tr>
<td>Deputy Minister</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Minister</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<td></td>
</tr>
</tbody>
</table>

*Signed by Amy*

***Please have DM sign and return***

Thanks

Steve Slaney
Assessment Services Department

SEPTEMBER 13 2017

J-1 CONTRACTING LIMITED
PO BOX 9068
CLARENVILLE NL A5A 2C2

Clearance Letter
Confirmation Number: 0474876

TO: TRANSPORTATION AND WORKS

RE: J-1 CONTRACTING LIMITED

Request Purpose: Contract Work – Current Year
Ongoing Work

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

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

If you have any questions, please call us at 709.778.2902 or you may use our toll free number 1.800.563.9000 (ext. 2902) if calling within Newfoundland and Labrador.

Sincerely,

Assessment Services Department

To alter this document constitutes fraud
Tender for:

Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

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 ____________________________ ($______________________).

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

2. The Work shall be substantially performed within _______ 2 _______ months from the date of notification of award of Contract and not later than the ___31st of October 2017__.

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.
<table>
<thead>
<tr>
<th>NO.</th>
<th>TENDER ITEM</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
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<td>Excavation for Foundation</td>
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<td>Other Material</td>
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<td>Supply and Installation of Pipe Culverts Aluminized Type 2</td>
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<td>m3</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Tack Coat</td>
<td>See SGC # 16</td>
<td>m2</td>
<td>27200</td>
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</tr>
<tr>
<td>16</td>
<td>Hot Mix Asphaltic Concrete</td>
<td>See SGC # 17, 18</td>
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</tr>
<tr>
<td>16(b)</td>
<td>Asphalatic Surface Course</td>
<td>t</td>
<td>3300</td>
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</tr>
</tbody>
</table>
## UNIT PRICE TABLE
### HIGHWAYS

<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>16(d)</td>
<td>Liquid Asphalt</td>
<td>t</td>
<td>214.5</td>
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<td></td>
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<tr>
<td>16(e)</td>
<td>Blending Sand</td>
<td>t</td>
<td>495</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Removal of Guide Rail (See SGC #15)</td>
<td>m</td>
<td>210</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Contingency</td>
<td></td>
<td></td>
<td></td>
<td>$ 3,000.00</td>
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<tr>
<td>22</td>
<td>Flagperson Hours</td>
<td>hrs</td>
<td>400</td>
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</tr>
<tr>
<td>23</td>
<td>Mobilization &amp; Demobilization</td>
<td></td>
<td></td>
<td>Bid This</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Item</td>
<td></td>
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<tr>
<td>26</td>
<td>Backhoe Hours</td>
<td>hrs</td>
<td>10</td>
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<tr>
<td>28</td>
<td>Disposal of Pipes &amp; Culverts</td>
<td></td>
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<tr>
<td>28(b)</td>
<td>≤ 1000mm</td>
<td>m</td>
<td>124</td>
<td></td>
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<tr>
<td>38</td>
<td>Salvage &amp; Reinstallation of Guide Rail</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>38(a)</td>
<td>Salvage &amp; Reinstallation of Guide Rail with New Posts</td>
<td>m</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>TENDER ITEM</td>
<td>Unit</td>
<td>Estimated Quantity</td>
<td>Unit Price</td>
<td>Amount</td>
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<tr>
<td></td>
<td><strong>CARRIED FORWARD $</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>47</td>
<td>Supply Fill in Place</td>
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<tr>
<td>47(d)</td>
<td>Supply Rock Fill in Place</td>
<td>m3</td>
<td>200</td>
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</table>

Total Estimated Tender

HST 15% of above

Total Estimated Tender Including HST Carried Forward to Page 1 of Tender Form

3-3 CARRIED FORWARD $
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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</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
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<tr>
<td>Telephone #</td>
<td>Fax#</td>
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<tr>
<td>E-Mail</td>
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</tbody>
</table>

Witness

Signed

Name and Title (Print)

Date

Witness

Signed

Name and Title (Print)

Date

CORPORATE SEAL
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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</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>
<tr>
<td></td>
<td></td>
<td>SUBGRADE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PAVING</td>
</tr>
<tr>
<td></td>
<td></td>
<td>STRUCTURE</td>
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</tbody>
</table>

CONTRACTOR
ADDRESS
DATE
## CONSTRUCTION SCHEDULE FORM

### APPENDIX ‘C’

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MONTHS</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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**Project Name**

**Contractor**

**Address**

**Signature**
Levelling sections of Route 205 between Hillview and St. Jones Within from km 6.7 to km 14.8

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>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

**FOR DEPARTMENT USE**

- Total Change $  
- Revised total tender price as per addendum(s)

This will increase / decrease my total tender price (including H.S.T.) by $  

We acknowledge receipt of the following addenda:

Contractor

Address

Signature | Title | Date

* SHOW UNIT PRICE DIFFERENCES AND EXTENDED AMOUNT CHANGES. DO NOT SHOW REVISED UNIT PRICES OR REVISED EXTENDED AMOUNT. THE CHANGES SHOWN WILL BE MADE TO THE ORIGINAL SUBMITTED TENDER DURING THE TENDER EVALUATION PROCESS.