

*Tabbed by the  
Minister of Transportation  
& Works.*

*2014-04-10*

*Burns*



TRANSPORTATION AND WORKS

## TENDER BOOK

PROJECT NO. 109-13PHP

Noon: March 25, 2014

PROJECT NAME

Rehabilitate three sections of R410, Fleur de Lys Road, between km 67 and km 90, for 11.75km to a RLU80 Standard. Pulverize and pave 9.8 km of R414, km 41.6 to km 51.4, LaScie Highway to a RLU70M Standard. Asphalt leveling on the TCH in Gull Bridge area and Burnt Berry Bridge area. Culvert replacement on the TCH in the Birchy Narrows area.

CONTRACTOR \_\_\_\_\_

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR

**DEPARTMENT OF TRANSPORTATION AND WORKS**

**ADDENDUM NO. 1**

**109-13PHP - Rehabilitate three sections of R410, Fleur de Lys Road between km 67 & km 90 for 11.75 km to a RLU80 standard. Pulverize & pave 9.8 km R414, km 41.6 to km 51.4, La Scie Highway to a RLU70M standard. Asphalt levelling on the TCH in Gull Bridge area & Burnt Berry Bridge area. Culvert replacement on the TCH in the Birchy Narrows area, NL.**

1. PRECEDENCE

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

2. GENERAL

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

3. PURPOSE

The purpose of this Addendum is to:

**Advise Contractors**

**That the Closing Date for the above project has been extended to April 1, 2014 at Noon.**

Contractors are advised to acknowledge receipt of this Addendum on Page 4 Item 10 of the Tender Form when submitting a bid.

**Stephen Slaney**  
Program Co-ordinator  
Tendering and Contracts  
Transportation and Works  
Ground Floor, Confederation Building  
St. John's, NL A1B 4J6  
709-729-3925  
Fax: 709-729-6729  
[stephenslaney@gov.nl.ca](mailto:stephenslaney@gov.nl.ca)

**END**

**March 6, 2014**

# THE UNIVERSITY OF CHICAGO

## MEMORANDUM

TO : THE BOARD OF TRUSTEES  
FROM : THE DEPARTMENT OF CHEMISTRY  
SUBJECT: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

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## ADDENDUM NO. 2

Project No. 109-13 PHP: Rehabilitate three sections of R410, Fleur de Lys Road, between km 67 and km 90, for 11.75km to a RLU80 Standard. Pulverize and pave 9.8 km of R414, km 41.6 to km 51.4, LaScie Highway to a RLU70M Standard. Asphalt leveling on the TCH in Gull Bridge area and Burnt Berry Bridge area. Culvert replacement on the TCH in the Birchy Narrows area.

Closing Date: Noon, April 1, 2014

CONTRACTORS ARE ADVISED OF THE FOLLOWING CHANGES TO THE TENDER PACKAGE:

1. Revise the Project Name for the Tender to:

Rehabilitate three sections of R410, Fleur de Lys Road, between km 66 and km 90, for 11.75km to a RLU80 Standard. Pulverize and pave 9.8 km of R414, km 41.6 to km 51.4, LaScie Highway to a RLU70M Standard. Asphalt leveling on 0.75 km of R410-10, Coachman's Cove Road between km 0 and km 0.75 to a RLU60 Standard.

Contractors are advised to acknowledge receipt of this Addendum on page 4, Item No. 10 of the Tender Form, when submitting a bid.

Date March 11, 2014

SECRET

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Transportation and Works

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Location Plans





Transportation and Works

**TENDER AMENDMENT FORM**  
**CLOSING DATE NOON March 25, 2014**

Rehabilitate three sections of R410, Fleur de Lys Road, between km 67 and km 90, for 11.75km to a RLU80 Standard. Pulverize and pave 9.8 km of R414, km 41.6 to km 51.4, LaScie Highway to a RLU70M Standard. Asphalt leveling on the TCH in Gull Bridge area and Burnt Berry Bridge area. Culvert replacement on the TCH in the Birchy Narrows area.

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						
ITEM No.	TENDER ITEM DESCRIPTION	PART	ESTIMATED QUANTITY	+ / -	* UNIT PRICE CHANGE	*TENDER AMOUNT CHANGE LESS H.S.T.
FOR DEPARTMENT USE		Total Change \$				
\$		+ 13% H.S.T.				
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.



## 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](http://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](http://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.



NOTICE TO BIDDERS

NOTICE TO BIDDERS

The project shall be let by competitive sealed bids to the lowest bidder. The project is located at the intersection of Highway 101 and Highway 102, in the City of Los Angeles, California.

The project consists of the construction of a new building, approximately 100,000 square feet in area, to be used as a community center.

The project shall be let by competitive sealed bids to the lowest bidder. The project is located at the intersection of Highway 101 and Highway 102, in the City of Los Angeles, California.

The project consists of the construction of a new building, approximately 100,000 square feet in area, to be used as a community center.

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**Newfoundland  
Labrador**  
 Transportation and Works  
**TENDER FORM**  
**UNIT PRICE TABLE**  
**HIGHWAY**

**Tender for:**

Rehabilitate three sections of R410, Fleur de Lys Road, between km 67 and km 90, for 11.75km to a RLU80 Standard. Pulverize and pave 9.8 km of R414, km 41.6 to km 51.4, LaScie Highway to a RLU70M Standard. Asphalt leveling on the TCH in Gull Bridge area and Burnt Berry Bridge area. Culvert replacement on the TCH in the Birchy Narrows area.

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 16 months from the date of notification of award of Contract and not later than the 30th of September 2015.
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



Transportation and Works

- (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.

**UNIT PRICE TABLE  
HIGHWAYS**

NO.	TENDER ITEM	Unit	Estimated Quantity	Unit Price	Amount	
<b>CARRIED FORWARD \$</b>						
2	Clearing (See SGC # 16)	ha	38.1			
<b>4 Excavation Hauled 1km or under</b>						
4(b)	Ditching Solid Rock	m3	660			
4(i)	Unsuitable Material (See SGC# 14)	m3	4941			
<b>6 Excavation for Foundation</b>						
6(b)	Other Material	m3	19055			
<b>7 Supply and Installation of Pipe Culverts Aluminized Type 2</b>						
7(b)	600 mm Diameter (See SGC# 15)	m	749.5			
7(c)	800 mm Diameter	m	70.5			
7(d)	1000 mm Diameter	m	39			
7(e)	1200 mm Diameter	m	95			
7(f)	1600 mm Diameter	m	19			
<b>9 Rip Rap Treatment</b>						
9(a)	Hand Laid with Sod	m3	19			

UNIT PRICE TABLE  
HIGHWAYS

NO.	TENDER ITEM	Unit	Estimated Quantity	Unit Price	Amount
<b>CARRIED FORWARD \$</b>					
9(f)	Hydraulic Class II (500 mm Diameter)	m3	90		
<b>12 Selected Granular Base Course</b>					
12(a)	Granular "A"	t	19636		
12(b)	Granular "B"	t	14747		
13	Cutting Asphaltic Pavement	m	375		
14	Disposal of Old Asphaltic Pavement (See SGC# 19)	m3	72		
15	Tack Coat	m2	94125		
<b>16 Hot Mix Asphaltic Concrete</b>					
16(b)	Asphaltic Surface Course (See SGC# 20)	t	20611		
16(c)	Asphaltic Levelling Course (See SGC# 21)	t	6765		
16(d)	Liquid Asphalt	t	1780		
16(e)	Blending Sand	t	4110		

UNIT PRICE TABLE  
HIGHWAYS

NO.	TENDER ITEM	Unit	Estimated Quantity	Unit Price	Amount
<b>CARRIED FORWARD \$</b>					
<b>17</b>	<b>Supply and Installation of Guide Rail</b>				
17(a)	Standard Type Guide Rail	m	1657		
17(b)	Standard Type Buried Ends	each	24		
<b>18</b>	<b>Removal of Guide Rail</b>				
		m	1215		
<b>20</b>	<b>Supply &amp; Installation of Sign Posts</b>				
20(a)	Type "A"	each	4		
20(b)	Type "B"	each	1		
<b>21</b>	<b>Contingency</b>				
					\$ 60,000.00
<b>22</b>	<b>Flagperson Hours</b>				
		hrs	5075		
<b>23</b>	<b>Mobilization &amp; Demobilization</b>				
		Lump Sum		Bid This Item	
<b>24</b>	<b>Supply &amp; Install Silt Fence</b>				
		m	290		
<b>26</b>	<b>Backhoe Hours</b>				
		hrs	516		

UNIT PRICE TABLE  
HIGHWAYS

NO.	TENDER ITEM	Unit	Estimated Quantity	Unit Price	Amount
<b>CARRIED FORWARD \$</b>					
<b>28</b>	<b>Disposal of Pipes &amp; Culverts</b>				
28(a)	All Sizes	m	800		
<b>34</b>	<b>Pulverize Existing Asphalt</b>				
		m2	64680		
<b>47</b>	<b>Supply Fill in Place</b>				
47(d)	Supply Rock Fill in Place	m3	6999		
<b>104</b>	Full Time Contractor Safety Officer (See SGC # 26)	Lump Sum	Bid This Item		
<b>121</b>	<b>Remove &amp; Reinstall Signs and Signposts (See SGC# 121)</b>				
121(a)	Type "A"	EACH	6		
121(b)	Type "B"	EACH	1		
121(c)	Type "C"	EACH	1		

Total Estimated Tender

HST 13% of above

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




10. WE hereby acknowledge receipt of the following addenda:

Addendum No.

Addendum No.

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

Firm Name

Address		Postal Code
Telephone #	Fax#	E-Mail

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date

**CORPORATE SEAL**





UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

10/15/2014

10:00 AM

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

DATE	DESCRIPTION	AMOUNT	BALANCE
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	100.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	200.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	300.00

DATE	DESCRIPTION	AMOUNT	BALANCE
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	400.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	500.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	600.00

DATE	DESCRIPTION	AMOUNT	BALANCE
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	700.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	800.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	900.00

DATE	DESCRIPTION	AMOUNT	BALANCE
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	1000.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	1100.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	1200.00

DATE	DESCRIPTION	AMOUNT	BALANCE
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	1300.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	1400.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	1500.00

DATE	DESCRIPTION	AMOUNT	BALANCE
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	1600.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	1700.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	1800.00

DATE	DESCRIPTION	AMOUNT	BALANCE
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	1900.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	2000.00
10/15/2014	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	100.00	2100.00

Part "A" - Rehabilitate 11.45km of R410, Fleur de Lys Road between km 66.7-68.15, km 77-78.2 & km 80.9-90 to a

Part "B" - Pulverize and Pave 9.8km of R414, LaSole Highway between km 41.6-51.4 to a RLU70 Modified Standard

Part "C" - Asphalt leveling of 0.75km of R410-10, Coachman's Cove Road between km 0-0.75 to a RLU60 Standard

**DISTRIBUTION TABLE**

NO.	TENDER ITEM	Unit	Estimated Quantity	Estimated Quantity	Estimated Quantity
PROJECT NO. 109-13 PHP					
2	Clearing (See SGC # 18)	ha	23.2	14.9	0
4	Excavation Hauled 1km or under				
4(b)	Ditching Solid Rock	m3	660	0	0
4(f)	Unsuitable Material (See SGC# 14)	m3	2301	2640	0
6	Excavation for Foundation				
6(b)	Other Material	m3	11690	7365	0
7	Supply and Installation of Pipe Culverts Aluminized Type 2				
7(b)	600 mm Diameter (See SGC# 15)	m	417.5	332	0
7(c)	800 mm Diameter	m	46.5	24	0
7(d)	1000 mm Diameter	m	21	18	0
7(e)	1200 mm Diameter	m	69	26	0
7(f)	1600 mm Diameter	m	19	0	0
9	Rip Rap Treatment				
9(a)	Hand Laid with Sod	m3	8	11	0
9(f)	Hydraulic Class II (500 mm Diameter)	m3	30	60	0
12	Selected Granular Base Course				
12(a)	Granular "A"	t	760	18876	0
12(b)	Granular "B"	t	9239	5254	254
13	Cutting Asphaltic Pavement	m	375	0	0
14	Disposal of Old Asphaltic Pavement (See SGC# 19)	m3	72	0	0
15	Tack Coat	m2	88125	0	6000
16	Hot Mix Asphaltic Concrete				
16(b)	Asphaltic Surface Course (See SGC# 2)	t	11423	8410	778
16(c)	Asphaltic Levelling Course (See SGC#)	t	6765	0	0
16(d)	Liquid Asphalt	t	1182	547	51
16(e)	Blending Sand	t	2728	1265	117
17	Supply and Installation of Guide Rail				
17(a)	Standard Type Guide Rail	m	927	730	0
17(b)	Standard Type Buried Ends	each	14	10	0
18	Removal of Guide Rail	m	865	350	0
20	Supply & Installation of Sign Posts				
20(a)	Type "A"	each	0	4	0
20(b)	Type "B"	each	0	1	0
21	Contingency		30000	30000	0
22	Flagperson Hours	hrs	2645	2205	225
23	Mobilization & Demobilization	Lump Sum	BID THIS ITEM	BID THIS ITEM	BID THIS ITEM
24	Supply & Install Silt Fence	m	150	140	0
26	Backhoe Hours	hrs	161	355	0
28	Disposal of Pipes & Culverts				
28(a)	All Sizes	m	526	274	0
34	Pulverize Existing Asphalt	m2	0	64680	0
47	Supply Fill In Place				
47(d)	Supply Rock Fill in Place	m3	3620	3379	0

Part "A" - Rehabilitate 11.45km of R410, Part "B" - Pulverize and Pave 9.9km of R414, Part "C" - Asphalt leveling of 0.75km of  
 Fleur de Lys Road between km 66.7-68.15, km 77-78.2 & km 80.9-90 to a LaSole Highway between km 41.6-51.4 to a R410-10, Coachman's Cove Road  
 between km 0-0.75 to a RLU60 Standard RLU70 Modified Standard

**DISTRIBUTION TABLE**

NO.	TENDER ITEM	Unit	Estimated Quantity	Estimated Quantity	Estimated Quantity
PROJECT NO 109-13 PHP					
104	Full Time Contractor Safety Officer (See SGC # 28)	Lump Sum	BID THIS ITEM	BID THIS ITEM	BID THIS ITEM
121	Remove & Reinstall Signs and Signposts (See SGC# 121)				
121(a)	Type "A"	EACH	0	6	0
121(b)	Type "B"	EACH	0	1	0
121(c)	Type "C"	EACH	0	1	0



## 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.

QTY	DESCRIPTION	CAPACITY	AGE	PRESENT LOCATION	OWNERS NAME

CONTRACTOR  
ADDRESS  
DATE





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.

SUB-CONTRACTOR	ADDRESS	TRADE
		CRUSHING
		SUBGRADE
		PAVING
		STRUCTURE
CONTRACTOR		
ADDRESS		
DATE		

# PROCEEDINGS OF THE BOARD

The Board of Directors of the ...

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Item	Description	Amount	Total
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REPORT OF THE  
COMMISSIONER OF  
THE BUREAU OF  
CORRECTIONS  
AND  
REFORMATORY INSTITUTIONS  
FOR THE YEAR 1902

Year	Male	Female	Total
1901	1,234	567	1,801
1902	1,345	678	2,023
1903	1,456	789	2,245
1904	1,567	890	2,457
1905	1,678	901	2,579
1906	1,789	1,012	2,801
1907	1,890	1,123	3,013
1908	1,901	1,234	3,135
1909	2,012	1,345	3,357
1910	2,123	1,456	3,579
1911	2,234	1,567	3,801
1912	2,345	1,678	4,023
1913	2,456	1,789	4,245
1914	2,567	1,890	4,457
1915	2,678	1,901	4,579
1916	2,789	2,012	4,801
1917	2,890	2,123	5,013
1918	2,901	2,234	5,135
1919	3,012	2,345	5,357
1920	3,123	2,456	5,579
1921	3,234	2,567	5,801
1922	3,345	2,678	6,023
1923	3,456	2,789	6,245
1924	3,567	2,890	6,457
1925	3,678	2,901	6,579
1926	3,789	3,012	6,801
1927	3,890	3,123	7,013
1928	3,901	3,234	7,135
1929	4,012	3,345	7,357
1930	4,123	3,456	7,579
1931	4,234	3,567	7,801
1932	4,345	3,678	8,023
1933	4,456	3,789	8,245
1934	4,567	3,890	8,457
1935	4,678	3,901	8,579
1936	4,789	4,012	8,801
1937	4,890	4,123	9,013
1938	4,901	4,234	9,135
1939	5,012	4,345	9,357
1940	5,123	4,456	9,579
1941	5,234	4,567	9,801
1942	5,345	4,678	10,023
1943	5,456	4,789	10,245
1944	5,567	4,890	10,457
1945	5,678	4,901	10,579
1946	5,789	5,012	10,801
1947	5,890	5,123	11,013
1948	5,901	5,234	11,135
1949	6,012	5,345	11,357
1950	6,123	5,456	11,579
1951	6,234	5,567	11,801
1952	6,345	5,678	12,023
1953	6,456	5,789	12,245
1954	6,567	5,890	12,457
1955	6,678	5,901	12,579
1956	6,789	6,012	12,801
1957	6,890	6,123	13,013
1958	6,901	6,234	13,135
1959	7,012	6,345	13,357
1960	7,123	6,456	13,579
1961	7,234	6,567	13,801
1962	7,345	6,678	14,023
1963	7,456	6,789	14,245
1964	7,567	6,890	14,457
1965	7,678	6,901	14,579
1966	7,789	7,012	14,801
1967	7,890	7,123	15,013
1968	7,901	7,234	15,135
1969	8,012	7,345	15,357
1970	8,123	7,456	15,579
1971	8,234	7,567	15,801
1972	8,345	7,678	16,023
1973	8,456	7,789	16,245
1974	8,567	7,890	16,457
1975	8,678	7,901	16,579
1976	8,789	8,012	16,801
1977	8,890	8,123	17,013
1978	8,901	8,234	17,135
1979	9,012	8,345	17,357
1980	9,123	8,456	17,579
1981	9,234	8,567	17,801
1982	9,345	8,678	18,023
1983	9,456	8,789	18,245
1984	9,567	8,890	18,457
1985	9,678	8,901	18,579
1986	9,789	9,012	18,801
1987	9,890	9,123	19,013
1988	9,901	9,234	19,135
1989	10,012	9,345	19,357
1990	10,123	9,456	19,579
1991	10,234	9,567	19,801
1992	10,345	9,678	20,023
1993	10,456	9,789	20,245
1994	10,567	9,890	20,457
1995	10,678	9,901	20,579
1996	10,789	10,012	20,801
1997	10,890	10,123	21,013
1998	10,901	10,234	21,135
1999	11,012	10,345	21,357
2000	11,123	10,456	21,579
2001	11,234	10,567	21,801
2002	11,345	10,678	22,023
2003	11,456	10,789	22,245
2004	11,567	10,890	22,457
2005	11,678	10,901	22,579
2006	11,789	11,012	22,801
2007	11,890	11,123	23,013
2008	11,901	11,234	23,135
2009	12,012	11,345	23,357
2010	12,123	11,456	23,579
2011	12,234	11,567	23,801
2012	12,345	11,678	24,023
2013	12,456	11,789	24,245
2014	12,567	11,890	24,457
2015	12,678	11,901	24,579
2016	12,789	12,012	24,801
2017	12,890	12,123	25,013
2018	12,901	12,234	25,135
2019	13,012	12,345	25,357
2020	13,123	12,456	25,579
2021	13,234	12,567	25,801
2022	13,345	12,678	26,023
2023	13,456	12,789	26,245
2024	13,567	12,890	26,457
2025	13,678	12,901	26,579
2026	13,789	13,012	26,801
2027	13,890	13,123	27,013
2028	13,901	13,234	27,135
2029	14,012	13,345	27,357
2030	14,123	13,456	27,579

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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:

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

26.2 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of:

- (i) owned licensed vehicles and
- (ii) leased vehicles, subject to limits set out in the Supplementary General Conditions inclusive.

26.3 Aircraft and Water craft Liability Insurance

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

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

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

GC 27 PROPERTY INSURANCE

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

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

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

- (a) others for which the Insureds may have assumed responsibility, to be used in or

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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.



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### CERTIFICATE OF INSURANCE

<b>DESCRIPTION &amp; LOCATION OF WORK:</b>				
<b>PROJECT NO:</b>		<b>AWARD DATE:</b>		<b>VALUE \$ :</b>
<b>INSURER:</b>				
<b>ADDRESS:</b>				
<b>BROKER:</b>				
<b>ADDRESS:</b>				
<b>INSURED NAME OF CONTRACTOR:</b>				
<b>ADDRESS:</b>				
<b>ADDITIONAL INSURED (Excluding Automobile Liability Policy)</b>				
<input type="checkbox"/> The OWNER: <input type="checkbox"/> The Occupant/Operator of the Property: <input type="checkbox"/> 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.				
POLICY TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE Y/M/D	LIMITS OF LIABILITY
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				\$2,000,000 Minimum
2A. BUILDERS' RISK "BROAD FORM" or 2B. INSTALLATION FLOATER "BROAD FORM" or 2C. PIERS, WHARVES, & DOCKS RIDER				100% Contract Value if Exceeds \$25,000
3. AUTOMOBILE LIABILITY INSURANCE				\$2,000,000 Minimum
4. AIRCRAFT and/or WATER CRAFT LIABILITY INSURANCE	Not required			
5. ENVIRONMENTAL IMPAIRMENT LIABILITY	Not required			
6. SHIPBUILDER'S or SHIP REPAIRER'S LIABILITY INSURANCE	Not required			
7. HULL & MACHINERY INSURANCE, and PROTECTION & INDEMNITY Insurance including 4/4 <sup>th</sup> COLLISION LIABILITY	Not required			
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.				
<b>NAME OF INSURER'S OFFICER or AUTHORIZED REPRESENTATIVE :</b>	<b>SIGNATURE:</b>		<b>Date:</b>	
			<b>Tele.:</b>	
			<b>Email:</b>	
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.				

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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.



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(b) **Performance Bond**

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

(c) **Labour and Materials Bond**

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

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

4. **ISSUANCE OF ADDENDUM**

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

5. **PROVINCIAL PREFERENCE POLICY**

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

6. **SCOPE OF WORK**

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

**PART A:**

Rehabilitate 11.75 KM, R410 (KM 66.7 – 68.15 & KM 77 – 78.2 & KM 80.9 - 90) Fleur de Lys Road to a RLU 80 standard, with the chainage commencing at the intersection of R410 with the TCH. The scope of work includes replacement of existing road crossing and driveway pipes of various sizes ranging from 600 mm to 1600 mm. In addition, the Contractor will be responsible for clearing the ROW and ditching as directed by the Engineer. Prior to the paving operation, the Contractor will be responsible for the repair of some subgrade areas which involves excavation and disposal of the USM, placement and compaction of the Rock Fill and Granular "A" and "B".



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The Contractor will be responsible for the placement and compaction of both levelling and surface course asphalt and Granular "B" shoulders. The existing asphalt surface is to be cleared of all deleterious material prior to the application of tack coat. Prior to placing the asphalt surface the Contractor must patch and compact all raveled areas with the approved levelling or surface course asphalt mix. In order to match into the existing asphalt the Contractor is required to cold mill a transverse key joint and the milled material is to be placed as shouldering material. All work is to be carried out in strict accordance with the Department's Specifications Book.

**PART B:**

**Pulverize and pave 9.8 KM, R414 (KM 41.6 - KM 51.4) La Scie Highway to a RLU 70 Modified standard.** The scope of work includes replacement of existing road crossing and driveway pipes of various sizes ranging from 600 mm to 1200 mm. In addition, the Contractor will be responsible for clearing the ROW and ditching as directed by the Engineer. After pulverization, grading and compaction of the pulverized material, the Contractor will be responsible for the repair of some subgrade areas which involves excavation and disposal of the USM, placement and compaction of the Rock Fill and Granular "A" and "B".

The Contractor will be responsible for the placement and compaction of Granular "A" and of the surface asphalt course including intersection asphalt tie-ins. Finally, Granular "B" shoulders are to be placed and compacted along with Granular "A" for any driveways. During the ditching operation the sign islands are to be excavated and appropriate culverts installed, backfilled and compacted to ensure proper ditch drainage as directed by the Engineer. Signs, as directed by the Engineer, are to be removed from the sign island locations and either salvaged or replaced and installed/reinstalled after placing the sign island material. All work is to be carried out in strict accordance with the Department's Specifications Book.

**PART C:**

**Asphalt leveling 0.75 KM, R410-10 (KM 0.0 - 0.75) Coachman's Cove Road to a RLU60 Standard, commencing at the intersection with R410 and continuing towards Coachman's Cove.** In order to match into the existing asphalt the Contractor is required to cold mill a transverse key joint and the milled material is to be placed as shouldering material. The exact locations will be determined by the Engineer. The existing asphalt surface is to be cleared of all deleterious material prior to the application of tack coat. The section of road will then be recapped with surface course asphalt (approximately 5cm lift).

Contractors are advised that this portion will be funded by the Department's Maintenance Division.





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For further information please refer to the breakdown of quantities in the tender document and the updated Department's Specifications Book.

7. **SPECIFICATIONS BOOK**

Contractors are advised that the specifications book of the Department of Transportation and Works dated MARCH 2011 and the 2012 and 2013 Errata apply to this project. These specifications are available on the Internet at <http://www.tw.gov.nl.ca/publications/specbook2011.pdf> and on the following pages: <http://www.tw.gov.nl.ca/> under the Road Contractors... section; <http://www.tw.gov.nl.ca/publications/index.html> under Manuals section ; and at <http://www.tw.gov.nl.ca/road.html> . It is the contractor's responsibility to ensure that the correct version of the specifications book is used when bidding on this project.

8. **BONA FIDE STATUS**

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

Delete the paragraph:

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

And replace with the following:

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

9. **LIQUIDATED DAMAGES**

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



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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 21<sup>st</sup> 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 21<sup>st</sup> of that month to the 20<sup>th</sup> of the following month. This adjustment will include any changes in taxes outlined in GC 22.2. No adjustments will be made for price changes resulting from the use of the "*Interruption Formula*".

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

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

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



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I-litre	Nominal Fuel Consumption Rate		
	Clear Diesel Fuel (3)	Furnace Oil (3)	Marked Diesel Fuel (4)
Contract Item			
Excavation Other Material (1)	2.0 l/m <sup>3</sup> or 1.0 l/t	N/A	N/A
Excavation Solid Rock (2)	3.0 l/m <sup>3</sup> or 1.1 l/t	N/A	N/A
Granular "A" and Maintenance Grade III	1.0 l/t (5&6)	N/A	0.7 l/t
Granular "B"	1.0 l/t (5&6)	N/A	0.5 l/t
Asphaltic, Base Surface & Levelling Courses	2.0 l/t (5)	11.0 l/t	0.7 l/t
Overhaul on excavation items only	0.4 l/m <sup>3</sup> -km	N/A	N/A

- (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.

TRANSPORTATION AND WORKS  
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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.

TRANSPORTATION AND WORKS  
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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.

Contractors are advised that the specifications book of the Department of Transportation and Works dated MARCH 2011 and the 2012 and 2013 Errata are available on the following page <http://www.tw.gov.nl.ca/publications/index.html> .

**14. ITEM 4(i) OF THE UNIT PRICE TABLE: Excavation Hauled 1km or under-USM**

Contractors are advised that this material may be used for shoulder widening throughout the project. Any cost associated with the placement and spreading of the material will be incidental to the unit price of Excavation hauled 1km or under, USM.

**15. ITEM 7(b) OF THE UNIT PRICE TABLE: Supply and Installation of 600 mm Diameter Pipe**

Contractors are advised that the measurement for payment of this item, within Part B "R414 La Scie Highway", will be paid per metre of pipe in accordance with Form 421 "Supply and Installation of Pipe Culverts". Approximately eleven (11) of these 600 mm



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pipe installations are being installed within sign islands in order to provide adequate ditch drainage. The Contractor is also advised that all excavation and backfilling for these culverts will be included in the unit price for item 7(b).

All pipe lengths required for the sign islands are four metres in length and 600 mm in diameter. The Contractor is encouraged to visit the site prior to completing a bid on this tender.

16. **ITEM 2 OF THE UNIT PRICE TABLE: Clearing**

Contractors are advised that clearing operations must be completed prior to commencing ditching operations.

17. **ITEM 121 OF THE UNIT PRICE TABLE: Remove and Reinstall Signs and Signposts**

Contractors are advised that the measurement of payment for this item is per sign removal and reinstallation location for Part B "R414 La Scie Highway". All costs associated with the removal and reinstallation of the signs and signposts are considered incidental to this payment item. If any signs or signposts are damaged during any process of the work, which is at the discretion of the Engineer, the Contractor will be responsible for supplying a new sign and/or signpost.

18. **ELECTRONIC TICKETS**

Contractors are advised that all scale houses on this project shall be equipped with all the necessary equipment to produce and print electronic copies of all weigh scale tickets for all materials that would normally be weighed. These materials shall include but are not limited to Surface Asphalt, Base Asphalt, Leveling Asphalt, Class A, Class B, Rock, OM, MGIII, etc, other material types to be provided by the Resident Engineer. The Electronic Ticket System shall include the following:

**Hardware:**

- Micro controller c/w internal USB flash drive and operating software.
- Ticket printer with RS - 232 interfaces, capable of printing 4 layered copies
- All components require 120 Volts AC.
- Provide UPS with backup power supply, 20 minutes minimum.

**Software:**

- Must be able to store up to 750 transactions.
- Must be able to store and recall up to 50 trucks.



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- Must be able to store and recall up to 20 products.
- Must be able to store and recall project numbers.
- Must be able to store and recall truck tare weights.
- Must be able to export data to a USB flash drive, to be used with Microsoft Excel.
- Must have the option to delete data after exporting.
- Must have password protection for exporting data.
- Must be able to recall the amount of material weighed at any particular time.
- Must provide ticket with the following information:
  - Government name and address
    - Government of Newfoundland and Labrador
    - Department of Transportation and Works
    - P.O. Box 10, Duggan Street
    - Grand Falls-Windsor, NL, A2A 2J3
  - Date and time.
  - Ticket number
  - Project number
  - Product ID
  - Truck ID
  - Gross, Tare, Net
  - Station line
  - Rear axle line
  - Signature line
  - Checker line
  - Time unloaded.

Contractors are advised that the electronic ticket system must include all the requirements above and is also subject to prior approval by the Resident Engineer. The Contractor shall ensure that the system is installed and working properly and to provide the necessary training and instruction to Departmental Staff as to its operation.

Contractors are advised that all costs associated with the supply, installation, training and maintenance of the electronic ticket system shall be incidental to the contract bid prices, including the supply of the blank tickets. No additional payment will be made and the Department will not be liable for any associated downtime.

**19. ITEM 14 OF THE UNIT PRICE TABLE: Disposal of Old Asphaltic Pavement**

The old asphalt shall be transported to and stored at the Transportation & Works depot in Baie Verte for Part A "R410 Fleur de Lys". The work shall be carried out in accordance with the requirements of Section 520 "Storage or Disposal of Old Asphaltic Pavement".

Payment for the contract price for disposal of Old Asphaltic Pavement shall be compensated for in full for all labour, materials, and use of equipment to: excavate the



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old pavement, break up the pavement, provide all haulage to transport the debris from the point of excavation to the proposed stockpile at the depot, and place the debris in a stockpile.

The Contractor is required to contact the Transportation and Works Depot at Baie Verte to be advised of depot hours of operation, and to be advised of the precise required location of the stockpile.

20. **ITEM 16(b) OF THE UNIT PRICE TABLE: Surface Course Asphalt**

Payment for the contract price for Surface Course Asphalt shall be compensation in full for all labour, materials, and use of equipment to: Tie-in existing intersections and driveways.

Contractors are advised that the recapping of the existing road for Part A "R410 Fleur de Lys" and Part C "R410-10 Coachman's Cove" requires sweeping of the existing road surface prior to the application of tack coat as directed by the Engineer. Payment for the contract price for Levelling and Surface Course Asphalt shall be compensated for in full for all labour, materials, and use of equipment to: sweep the existing road surface of all deleterious material.

Contractors are also advised that the areas of this contract receiving a single lift of surface asphalt over existing asphalt must have the raveled areas (potholes, etc) of the existing asphalt patched and compacted with the approved surface asphalt course mix prior to placing the tack coat. Contractors are advised that all work associated with the patching of potholes and raveled areas will be included in the unit price for this item, 16 (b) or (c). No additional payment will be made.

All milling associated with keying in the beginning and end of the sections within this tender is incidental to the cost of asphalt. No additional payment will be made. All milling locations will be determined by the Engineer.

21. **ITEM 16(c) OF THE UNIT PRICE TABLE: Hot Mix Asphalt – Asphaltic Levelling Course**

Contractors are advised that the areas of this contract receiving leveling type asphalt must have the raveled areas (potholes, etc) of the existing asphalt patched and compacted with the approved surface asphalt course mix prior to placing the tack coat. Contractors are advised that all work associated with the patching of potholes and raveled areas will be included in the unit price for this item, 16 (c).





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**22. 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



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(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
- ¼ 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



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solvent to complete. While the number of tests required follows the guideline below based on daily production:

DAILY PRODUCTION OF ASPHALT CONCRETE	NUMBER OF SAMPLES
Less than 200 t	1
200 to 500 t	2
500 to 1000 t	3
1000 to 1500 t	4
More than 1500 t	5

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:



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**Table 8**  
**Asphalt Content Acceptance Criteria**

TYPE OF TEST	ACCEPTABLE ZONE (%)	PENALTY ZONE (%)	REJECTABLE ZONE (%)
INDIVIDUAL SAMPLE	± 0.25	-0.26 TO - 0.50 +0.26 TO +0.50	<-0.50 OR >+0.50

**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 9**  
**AC Content Penalty (Individual Sample)**

Penalty Zone AC Content Déviation %	Unit Price Payment Adjustment Factor %	Penalty Zone AC Content Deviation %	Unit Price Payment Adjustment Factor %	Penalty Zone AC Content Deviation %	Unit Price Payment Adjustment Factor %
0.26	0.5	0.35	5	0.44	14
0.27	1	0.36	6	0.45	15
0.28	1.5	0.37	7	0.46	16
0.29	2	0.38	8	0.47	17
0.30	2.5	0.39	9	0.48	18
0.31	3	0.40	10	0.49	19
0.32	3.5	0.41	11	0.50	20
0.33	4	0.42	12	> 0.50	Reject
0.34	4.5	0.43	13	--	--

**23. CO-ORDINATION WITH OTHER CONTRACTORS:**

The Contractor is advised that Part A "R410 Fleur de Lys" of the project ties into a carryover paving project at KM 68.15 on R410. Therefore, the Contractor shall cooperate with all Contractors working on the carryover project and coordinate and schedule their work such that there are no delays and the project is completed on-time. The Contractor is advised that the Department will not accept claims resulting from



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delays or interference caused by either Contractor. All costs associated with this Supplementary General Condition shall be included in the Unit Prices bid for the project.

**24. COMPLETION OF PROJECTS:**

Contractors are advised that this project is contingent on cash flows and as such the following work must be completed by September 30, 2014:

- All portions of work relating to Part A "R410 Fleur de Lys" the rehabilitation of 11.75 km on R410.
- All portions of work relating to Part C "R410-10 Coachman's Cove" levelling of 0.75 km on R410-10.

The remainder of the contract is to be completed by September 30, 2015:

- All portions of work relating to Part B "R414 La Scie Highway" 9.8 KM of pulverize and pave on R414.

**25. END PRODUCT SPECIFICATION PROJECT**

Contractors are advised for this project section 330.06 End Product Specification (EPS) for Asphalt Concrete Mix – Hot Placed will be applied in addition to the applicable sections of 330.01 through to 330.04. As part of the specifications for this project the Contractor will be solely responsible for all hot mix asphalt mix designs and quality control functions in accordance with the above noted specifications. As per the specifications the Contractor must also submit a quality control inspection testing plan.

**26. ITEM NO. 102 OF THE UNIT PRICE TABLE: FULL-TIME CONTRACTOR SAFETY OFFICER (CSO)**

Contractors are advised that a Full-Time Contractor Safety Officer (CSO) is required for this project. All requirements associated with the Full-Time CSO are outlined in Section 190 of the Departments Highway Specifications Book including the amendments to section 190.3.3 below:

**190.3.3 CONTRACTORS SAFETY OFFICER**

- .1 Each Contractor must have a Contractor Safety Officer (CSO). The CSO will be responsible for the implementation and monitoring of the Project Site Specific Safety Plan, and will have the authority to implement all health and safety changes including those deemed necessary by the Resident Engineer. If a Full-Time CSO is required it will be outlined in the SGC's of the tender document. Nevertheless, all requirements outlined within Section 190.3.3 apply to both



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a Part-Time and Full-Time CSO. If a Full-Time CSO is not specified then a Part-Time CSO is required.

.2

.3

A resume for the CSO, acceptable to the Department, is required to demonstrate how each of the requirements noted below are satisfied. The CSO must have successfully completed a safety program from a recognized post-secondary education institute with a CRSP certification being preferable, and shall have as a minimum:

- .1 Completed training in hazard recognition evaluation, inspections, analysis and control.
- .2 Completed training in accident incident investigations.
- .3 Completed training in WHMIS.
- .4 Completed training in occupational health/hygiene.
- .5 Completed training in employee training and communication.
- .6 Completed training in Emergency Preparedness.
- .7 A working knowledge of site safety and housekeeping.
- .8 Experience in the development and implementation of safe work practices and procedures.
- .9 Knowledge, understanding and experience in the use of the Traffic Control Manual
- .10 Flag persons training certified by the WHSCC.
- .11 Knowledge and experience in trenching and excavation that includes an understanding of the Occupational Health and Safety Regulations 5/12.
- .12 Power line hazards training certified by the WHSCC.
- .13 Knowledge and understanding of equipment maintenance and inspections required for preventive safety.
- .14 Training and experience in the use, care and maintenance of PPE to be used on site.
- .15 Completed training in Standard First Aid.
- .16 Complete understanding, knowledge and familiarity with the Site Specific Safety Plan, applicable codes and standards as well as the Occupational Health and Safety Act and Regulations that include the newly released parts XXVII – XXXIII related to Mining.
- .17 Supervisory training and/or experience.
- .18 Completed training in investigations and reporting.
- .19 Completed training in health and safety program content.

.4

Where the work and/or contract require high risk activities, specific training of the CSO may be necessary and required by the Department before a person is acceptable as a CSO in specific areas of safety. The list below is in no way an all-encompassing list of required training, though it represents some of the areas of high risk encountered in past contracts and the training required to mitigate and control hazards related to the specified activities. The Contractor will be responsible through the risk assessment conducted during the development of the site specific safety plan to identify areas of high risk and ensure that the CSO is competent and has adequate knowledge to ensure adequate controls are in place to mitigate the risks to workers and abide by all applicable legislation, codes and standards.

- .1 Completed training in the use and maintenance of fall protection systems certified by the WHSCC.
- .2 Completed training in the design, construction and inspection of scaffolding as referenced in the applicable CSA Standard.
- .3 Completed training in confined space entry protocols, techniques and rescue plan as certified by the WHSCC.
- .4 Completed training in hazardous materials management and response/protocols.

.5 The CSO shall:



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- .1 Review the Site Specific Safety Plan (SSSP) prior to submission to the Department to ensure that it satisfies all the requirements detailed in Section 190 of the Department's Highway Specification Book.
  - .2 Address all safety concerns brought to their attention in a timely fashion depending on the severity of the hazard. If the Resident Engineer specifies a response date then that time must be respected.
  - .3 Be responsible for implementing, daily enforcement, monitoring and updating of the Site Specific Safety Plan.
  - .4 Be competent and qualified with respect to the project tasks and elements.
  - .5 Be responsible for the delivery of the site safety orientation and ensure that the personnel who have not been orientated are not permitted to enter the site. Copies of the orientations are to be forwarded to the Resident Engineer by no later than 21 days of project startup and after that within 21 days after they are conducted.
  - .6 Report directly to the site superintendent or Contractor's Project Manager.
  - .7 Have sole and absolute discretion regarding all safety related decisions and must not have any duties related to the completion of the project other than safety (i.e. supervisory or job specific duties with respect to the completion of certain phases of the contract).
  - .8 Prior to mobilization on-site, hold an orientation meeting with the contractors, and subcontractors performing work at, on or related to the project site and with Owner's Representative to review project Occupational Health and Safety. The meeting will include but not be limited to a review of:
    - .1 Site Specific Safety Plan.
    - .2 Construction Safety Measures.
    - .3 Supervision and Emergency Rescue Procedures.
    - .4 Hazard Assessments
  - .9 Maintain a daily log of inspections, meetings, infractions and mitigating measures. This log is to be filed daily by a Full Time CSO, and twice a week by a Part Time CSO and copied to the site superintendent. These reports must be forwarded to the Resident Engineer on a weekly basis.
- .6 Definitions and hours of work:
- .1 Full-Time CSO:
    - .1 The Contractor shall employ a site dedicated full time Contractor's Safety Officer (CSO) who must be on site during execution of all aspects of the Work. Periodic absences during the workday of short duration for project related activities are acceptable provided they have been pre-arranged with the Department's Resident Engineer. Absences of one full day or longer will require a replacement. The replacement will be required to have prior familiarization with the site, the Site Specific Safety Plan, and must have the credentials specified in Section 190.3.3.2. The CSO must be on site during all hours of work of the Contractor. For further clarity, if the Contractor works on the weekend, the CSO must also be on-site.

Please note that all requirements in Section 190 apply to such a person and the Contractor and to the conduct of his/her work.



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.2 Part-Time CSO:

- .1 The Contractor shall employ a site dedicated Part-Time Contractor's Safety Officer (CSO) who must be on site at least two days and 16 hours per week during execution of the Work. Prior to the CSO arriving on site he/she must make contact with the Resident Engineer to advise his/her intentions and schedule of being at the Project site for the week. Where the Part-Time CSO can not make it to the site for the required time a replacement will be required and must have prior familiarization with the site, the Site Specific Safety Plan, and must have the credentials specified in Section 190.3.3.2. The CSO must be on site related to the performance of his/her work in accordance with and to the advised schedule referred to above during regular hours of work (8:00am – 4:00 pm).

Please note that all requirements in Section 190 apply to such a person and the Contractor and to the conduct of his/her work.

.7 BASIS OF PAYMENT

The Contractor is advised that payment at the lump sum price to the Contractor for either the Full-Time or Part-Time CSO shall be compensation for all labour, supplies, and equipment necessary for the CSO to complete their duties.

The bid price for this item in contracts shall not exceed the limits given in the following table for a "Full-Time CSO".

Total Estimated Tender (including Full-Time CSO Lump Sum but not including HST)	Full-Time CSO Tender Item Maximum Bid Permitted
First \$100,000	5% of this value – maximum of \$5,000
Between \$100,000 & \$1,000,000	\$5,000 + 2% of value within this range Maximum \$5,000+\$18,000=\$23,000
Greater than \$1,000,000	\$23,000 + 1% of the amount that the Total Estimated Tender exceeds \$1,000,000

The bid price for this item in contracts shall not exceed the limits given in the following table for a "Part-Time CSO".

Total Estimated Tender (including Part-Time CSO Lump Sum but not including HST)	Part-Time CSO Tender Item Maximum Bid Permitted
First \$100,000	5% of this value – maximum of \$5,000
Greater than \$100,000	\$5,000 + 1% of the amount that the Total Estimated Tender exceeds \$100,000

The Contractor will be paid this item based on a percentage of the tender value they completed during the pertinent progress payment period. A value of 10% of this Lump Sum cost is to be paid on the first progress estimate.

Should the bid amount exceed the specified limits outlined above, the tender may be considered unbalanced.





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**.8 LIQUIDATED DAMAGES FOR NON-COMPLIANCE**

- .1 If there is an infraction the Contractor will be given one written warning for failure to comply with this specification. The next three infractions will result in Liquidated Damages of \$500/day for non-compliance. For each successive infraction the Liquidated Damages increases to \$1,000/day. The possibility of project shutdown or termination exists at any time where the Contractor fails to observe the provisions of Section 190 and the Department's Resident Engineer and the Department believe such action is warranted from a safety and/or contractual perspective.
- .2 The Department will document and provide the Contractor with notification, either verbal or written, when an infraction has been noted so as to allow the Contractor to develop corrective actions to preventive future infractions.
- .3 Infractions include, but are not limited to:
  - .1 CSO not present on site as required.
  - .2 Safety reports not provided within specified timelines.
  - .3 Violation of any portion of Section 190 or the Contractors' SSSP without disciplinary action or an investigation by the CSO. This includes not adhering to their SWP's, safety procedures, OH&S Act and Regulations, and policies.



## UNIT PRICE TABLE

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Transportation and Works

**INSTRUCTIONS TO BIDDERS****1. TENDERS**

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

**Deputy Minister**

c/o Tendering and Contracts Section, Dept. of Transportation & Works,  
Ground Floor-West Wing, Confederation Bldg., East Block, P.O. Box 8700, St. John's, NL A1B 4J6

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

- (b) Tenders must be received by Tendering and Contracts Section, Department of Transportation and Works on or before the exact closing time and date indicated in the advertisement or as amended by the Deputy Minister. **TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**
- (c) The Form of Agreement is included in the Contract Documents at the time of tender requests for the purpose of information to Bidders and shall not be completed at the Time of Tender submission.
- (d) Before submitting a Tender, bidders shall carefully examine the Contract Documents and the site of the proposed work and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the Contract Documents will be considered for any Bidder who had failed to become familiar with all aspects of the work.
- (e) The Owner will not defray any expenses incurred by the bidders in the preparation and submission of their tenders.

**2. TENDER DOCUMENTS**

- (a) The Tender Documents consist of the Instructions to Bidders, Tender Form, Agreement, Drawings, Specifications, and any Amendments to the Contract Documents issued during the tender period.
- (b) Every interpretation of or addition to the contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written addendum.
- (c) No addendums will be issued less than seven (7) days prior to the closing date of the Tender.

**3. TENDER SURETY AND BONDING****(a) Bidding Security**

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

**(b) Performance Bond**

A Performance Bond will be required in the amount of fifty percent (50%) of the contract price. The Performance Security is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Security has been received. Performance Security will not be required for a contract value of less than \$25,000. In lieu of the Performance Bond, the Minister may accept at his sole discretion an approved certified cheque for ten percent



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(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 word "Partner next to signatures".  
 In the case of a Limited Company, signatures of authorized signing officers will sign where indicated, in the presence of a witness who will sign where indicated, and the corporate seal will be affixed. Indicate next to signature the corporate title of each signer.
- (e) The attention of the Bidder is drawn to the necessity of legibly pricing each and every item in any schedule of quantities and of calculating the units and totals exactly correct to agree with the tender amounts. Failure to do so will be sufficient grounds for rejection.
- (f) Spaces or Appendices will be provided with the Tender Form if required for a list of sub-contractors, use of bid depository, contractor's experience, list of equipment. All such spaces and appendices must be completed in their entirety, legibly by the typewriter or by printing in ink.
- (g) If it becomes necessary to correct an error made on the Tender Form, such correction must be initialled and dated by the person or persons signing the Tender Form.

#### 5. UNACCEPTABLE TENDERS

- (a) Tenders not submitted on the Tender Form provided will not be considered.
- (b) Telegraphic or telex tenders will not be accepted.
- (c) Tenders received after the Tender Closing time will not be considered.
- (d) Incomplete Tenders will be rejected.
- (e) Tenders not accompanied by an approved security in the correct amount will be rejected.
- (f) Tenders containing qualification or additional clauses to the Tender Form will be rejected.
- (g) Incorrectly prepared tenders may be rejected.



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**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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## GENERAL CONDITIONS OF UNIT PRICE CONTRACT

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**GENERAL CONDITIONS OF UNIT PRICE CONTRACT****GC1 DEFINITIONS****1.1 Contract Documents**

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

**1.2 Owner, Engineer/Architect, Contractor**

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

**1.3 Subcontractor**

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

**1.4 The Project**

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

**1.5 Products**

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

**1.6 The Work**

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

**1.7 Materials and Equipment**

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

**1.8 Other Contractor**

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

**1.9 Time**

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

- (a) The date of Substantial Performance of the Work is the date certified by the Engineer/Architect.
- (c) The term day, as used in the Contract Documents, shall mean the calendar day.



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

#### 1.10 Substantial Performance

A Contract shall be deemed to be substantially performed

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

#### 1.11 Total Performance

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

### GC2 DOCUMENTS

- 2.1 The Contract Documents shall be signed in duplicate by the Owner and the Contractor.
- 2.2 Words which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 2.3 In the event of conflicts between Contract Documents the following shall apply:
  - (a) Documents of later date shall govern.
  - (b) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
  - (c) Drawings of larger scale shall govern over those of smaller scale of the same date.
  - (d) Specifications shall govern over Drawings
  - (e) The General Conditions of Contract shall govern over Specifications.
  - (f) Supplementary General Conditions shall govern over the General Conditions of the Contract.
  - (g) The Agreement shall govern over all documents

### GC3 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK

- 3.1 During the progress of the Work the Engineer/Architect shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents.
- 3.2 Additional instructions may include minor changes to the Work which affect neither the Contract Price nor the Contract Time.
- 3.3 Additional instructions may be in the form of drawings, samples, models or written instructions.
- 3.4 Additional instructions will be issued by the Engineer/Architect with reasonable promptness and in accordance with any schedule agreed upon.
- 3.5 The Contractors shall, within thirty (30) days of the signing of this contract provide the Owner with a schedule of work.

### GC4 DOCUMENTS PROVIDED

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





#### GC5 DOCUMENTS ON THE SITE

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

#### GC6 OWNERSHIP OF DOCUMENTS AND MODELS

- 6.1 All Contract documents and copies thereof, and all models are and shall remain the property of the owner and are not to be used on other work.
- 6.2 Such documents are not to be copied or revised in any manner without the written authorization of the owner.
- 6.3 Models furnished by the Contractor or the Owner are the property of the owner.

#### GC7 ENGINEER/ARCHITECTS DECISIONS

- 7.1 The Engineer/Architect, in the first instance, shall decide on questions arising under the Contract Documents and interpret the requirements therein. Such decisions shall be given in writing.
- 7.2 The Contractor shall notify the Engineer/Architect in writing within 5 days of receipt of a decision of the Engineer/Architect referred to in 7.1 should the Contractor hold that a decision by the Engineer/Architect is in error and/or at variance with the contract Documents. Unless the Contractor fulfills this requirement subsequent claims by him for extra compensation, arising out of the decision, will not be accepted.
- 7.3 If the question of error and/or variance is not resolved immediately, and the Engineer/Architect decides that the disputed work shall be carried out, the Contractor shall act according to the Engineer/Architect's written decision.

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

#### GC8 DELAY

- 8.1 If it can be clearly shown that the Contractor is delayed in the performance of the work by any act or fault of the Owner or other Contractor, then the contract time shall be extended for such reasonable time as the Engineer/Architect may decide in consultation with the Contractor.  
  
The Contractor shall be reimbursed for any costs incurred by the Contractor as a result of such a delay occasioned by the act or fault, provided that it can be clearly shown that the Contractor's forces cannot work efficiently elsewhere on the project and that the incurred cost is limited to that which could not reasonably have been avoided.
- 8.2 If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one employed by him directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Engineer/Architect may decide, in consultation with the Contractor, and the Contractor shall be reimbursed for any onsite costs incurred by him as the result of such delay.
- 8.3 If the Contractor is delayed in the performance of the Work by civil disorders, labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractor's Association, of which the Contractor is a member) fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractors's control, then the Contract Time shall be extended for such reasonable time as may be decided by the Engineer/Architect in consultation with the Owner and



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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:



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- (a) take possession of the premises and products and utilize the temporary buildings, plants, tools, construction machinery and equipment, goods, materials, intended for, delivered to and placed on or adjacent to the work and may complete the work by whatever method he may deem expedient but without undue delay or expense;
- (b) withhold any further payments to the Contractor until the work is finished;
- (c) upon total performance of the work, charge the Contractor the amount by which the full cost of finishing the work including compensation to the Engineer/Architect for his additional services and a reasonable allowance to cover the cost of any corrections required by GC31 - Warranty, exceeds the unpaid balance of the Contract Price; or if such cost of finishing the work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.
- (d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under GC31 - Warranty exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

#### GC11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- 11.1 If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Owner's insolvency, the Contractor may, without prejudices to any other right or remedy the Contractor may have, by giving the Owner written notice, terminate the Contract.
- 11.2 If the work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner 15 days written notice, terminate the Contract.
- 11.3 The Contractor may notify the Owner in writing that the Owner is in default of the Owner's contractual obligations if:
  - (a) the Engineer/Architect fails to issue a certificate in accordance with GC21 - Certificates and Payments;
  - (1) The Owner fails to pay to the Contractor when due any amount certified by the Engineer/Architect and verified by the audit of the Owner. Such written notice shall advise the Owner that if such default is not corrected within fifteen (15) days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the work and/or terminate the contract.
  - (2) 11.4 If the Contractor terminates the Contract under the conditions set out above, the Contractor shall be entitled to be paid for all work performed and for any loss sustained upon products and plant supplied with reasonable overhead, profit and damages.

#### GC12 OTHER CONTRACTORS

- 12.1 The Owner reserves the right to let separate contracts in connection with the project of which the Work is part.
- 12.2 The Owner shall coordinate the work and insurance coverage of Other Contractors as it affects the Work of this Contract.
- 12.3 The Contractor shall coordinate his work with that of Other Contractors and connect as specified or shown in the Contract Documents. Any change in the cost incurred by the Contractor in the planning and performance of such work which was not shown or included in the Contract documents as of the date of signing the Contract, shall be evaluated as provided under GC19 - Valuation and Certification of Changes in the Work.
- 12.4 The Contractor shall report to the Engineer/Architect any apparent deficiencies in other Contractor's work which would affect the Work of this Contract immediately they come to the Contractor's attention and shall confirm



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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.



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**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 Subcontractors's markup for overhead shall be ten (10) percent of the agreed or actual cost of the change plus five (5) percent for profit.



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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.



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- 21.3 If payment is not made within sixty (60) days of issuance of a certificate for payment by the Engineer/Architect the owner will be liable for interest on the amount owing at the rate of 9% per annum from the sixty-first (61st) day to the date of payment.
- 21.4 Notwithstanding any other provisions of this Contract:
- (a) If on account of climatic or other conditions reasonably beyond the control of the Contractor there are items of work that cannot be performed, the payment in full for that which has been performed as certified by the Engineer/Architect shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold from the Contract Price until the remaining work is finished an amount sufficient to cover the cost to the Owner of performing such remaining work and to adequately protect the Owner from claims.
  - (b) Where legislation permits and where, upon application by the Contractor, the Engineer/Architect has certified that a Subcontract has been totally performed to his or her satisfaction prior to the Substantial Performance of this Contract, the Owner shall pay the Contractor the holdback retained for such Subcontractor on the day following the expiration of the Statutory Limitations Period stipulated in the Mechanics' Lien Act applicable to the place of building.
- The holdbacks will be released on the following conditions:
- (i) a copy of the contract between the Subcontractor and the Contractor, or some other suitable Document satisfactory to the Owner, must be presented to the Owner.
  - (ii) the Subcontract is completed without deficiencies.
  - (iii) the warranty for the Subcontract will not start until Substantial Performance of the General Contract;
  - (iv) the Contractor provides an approved statutory declaration that all monies have been paid to the Subcontractors;
  - (v) the Owner will, at that time, release the total amount specified on the Sub-contractors Contract.
- 21.5 Notwithstanding the provisions of 21.4(b) and notwithstanding the wording of such certificate the Contractor shall ensure that such work is protected pending the Total Performance of the Contract and be responsible for the correction of any defects in it regardless of whether or not they were apparent when such certificates were issued.
- 21.6 The Engineer/Architect shall, within ten (10) days of receipt of an application from the Contractor for a Certificate of Substantial Performance, make an inspection and assessment of the work to verify the validity of the application. The Engineer/Architect shall within seven (7) days of his or her inspection notify the Contractor of his or her approval or disapproval of the application. When the Engineer/Architect finds the Work to be Substantially Performed he or she shall issue such a certificate. The date of this certificate shall be the date of Substantial Performance of the Contract. Immediately following the issuance of the Certificate of Substantial Performance, the Engineer/Architect, in consultation with the Contractor shall establish a reasonable date for the Total Performance of the Contract.
- 21.7 Following the issuance of the Certificate of Substantial Performance and upon receipt from the Contractor of all documentation called for in the Contract Documents the Engineer/Architect shall issue a certificate for payment of holdback monies. The release of holdback monies authorized by this certificate shall become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building, providing that no lien or privilege claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
- 21.8 The Engineer/Architect shall, within ten (10) days of receipt of an application from the Contractor for payment upon Total Performance of the Contract, make an inspection and assessment of the work to verify the validity of the application. The Engineer/Architect shall within seven (7) days of his or her inspection notify the Contractor of his or her approval or disapproval of the application. When the Engineer/Architect finds the Work to be totally performed to his or her satisfaction he or she shall issue a Certificate of Total Performance and certify for payment the remaining monies due to the Contractor under the Contract less any holdback monies which are required to be retained. The



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date of this certificate shall be the date of Total Performance of the Contract. The Owner shall, within thirty (30) days of issuance of such certificate, make payment to the Contractor in accordance with the provisions of Article A-4 of the Agreement.

- 21.9 The release of any remaining holdback monies shall become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building or where such legislation does not exist or apply in accordance with such other legislation, regulations governing privileges, industry practice or such other provisions which may be agreed to between the parties, provided that no claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Total Performance of the Work and for which the Owner might in any way be held responsible, have been paid in full except holdback monies properly retained.
- 21.10 No certificate for payment, or any payment made thereunder, nor any partial or entire use of occupancy of the Work by the Owner shall constitute an acceptance of any work or products not in accordance with the Contract Documents.
- 21.11 The issuance of the Certificate of Total Performance shall constitute a waiver of all claims by the Owner against the Contractor except those previously made in writing and still unsettled, if any, and those arising from the provisions of GC31 - Warranty, or those arising from negligence on the part of the Contractor. The acceptance of the Certificate of Total Performance or of the payment due thereunder shall constitute a waiver of all claims by the Contractor against the Owner except those made in writing prior to his application for payment upon Total Performance of the Contract and still unsettled, if any.
- 21.12 The holdback to be used by the Engineer/Architect when issuing certificate of payment will be ten (10) percent of the value of the work completed at the date of the Contractor's claim.
- 21.13 Notwithstanding the provisions of 21.3 or any other provision of this Contract, the Owner may:
- (a) in the event of a claim by the owner against the Contractor for damages arising out of the performance or non-performance of the Contract, withhold payment of any amount equal to the alleged damages until the liability of damages is established and no amount of interest will be paid on amounts held under this clause;
  - (b) set-off amounts owing by the Contractor to the Owner;
  - (c) following the issuance of the Certificate of Substantial Performance, withhold payment of an amount equal to twice the cost, as estimated by the Engineer/Architect of remedying efficiencies until the issuance of a Certificate of Total Performance and no amount of interest will be paid on amounts held under this clause.

## GC22 TAXES AND DUTIES

- 22.1 Unless otherwise stated in Supplementary General Conditions the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.
- 22.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement and up to the agreed date of completion shall increase or decrease the Contract Price accordingly. If the owner so desires the Contractor is to co-operate with the Engineer/Architect and Owner and permit access to books and records in order to establish the amount of such taxes involved.
- 22.3 The Contractor shall maintain full records of the Contractor's estimates of and actual cost to the Contractor of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Owner, the Auditor General for Newfoundland and Labrador or by persons acting on their behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such record.



**GC23 LAWS, NOTICES, PERMITS AND FEES**

- 23.1 The laws of the place of building shall govern the work.
- 23.2 The Contractor shall obtain all permits licenses and certificates and pay all fees required for the performance of the Work which are in force at the date of tender submissions (but this shall not include the obtaining of permanent easements or rights of servitude).
- 23.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.
- 23.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Engineer/Architect in writing requesting direction immediately of any such variance or change is observed by him or her.
- 23.5 If the Contractor fails to notify the Engineer/Architect in writing and obtain his or her direction as required in GC23.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages, attributable to the Contractor's failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

**GC24 PATENT FEES**

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

**GC25 WORKER'S COMPENSATION**

- 25.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with all requirements of the Province of the place of building with respect to worker's compensation including payments due thereunder.
- 25.2 At any time during the term of Contract, when requested by the Engineer/Architect, the Contractor shall provide such evidence of compliance by the Contractor and any or all of the Contractor's Subcontractors.

**GC26 LIABILITY INSURANCE**

- 26.1 Comprehensive General Liability Insurance



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- (a) Without restricting the generality of GC17 - Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Comprehensive General Liability insurance acceptable to the Owner and subject to limits set out in detail in the Supplementary General Conditions inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.
- (b) The insurance shall be in the joint names of the Contractor and the Owner, shall also cover as Unnamed Insureds all Subcontractors and anyone employed directly or indirectly by the Contractor or the Contractor's Subcontractors to perform a part or parts of the Work but excluding suppliers whose only functions is to supply and or transplant products to the project site.
- (c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner and Engineer/Architect.
- (d) The insurance shall preclude subordination claims by the Insurer against anyone insured thereunder.
- (e) The Comprehensive General Liability Insurance will not be limited to, but shall include coverage for:
  - (1) premises and operations liability
  - (2) products or completed operations liability
  - (3) blanket contractual liability
  - (4) cross liability
  - (5) elevator and hoist liability
  - (6) contingent employers's liability
  - (7) personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution, libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry.
  - (8) shoring, blasting, excavation, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.
  - (9) liability with respect to non-owned licensed vehicles.

#### 26.2 Automobile Liability Insurance

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

#### 26.3 Aircraft and Water craft Liability Insurance

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

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

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

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

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled until 30 days after written notice of such change or cancellation shall have been given to all Named Insureds".

#### GC27 PROPERTY INSURANCE

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



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

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

- (a) all products, labour and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erections and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.
- (b) the installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.
- (c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessels(s) forming part of the work.

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

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

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

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

27.6 The policies shall provide that, in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and the Contractor for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any sum due under the Contract) the amount at which the Owner's interest in the restoration work has been appraised, such amount to be paid as the work of the restoration proceeds and in accordance with the Engineer/Architect's certificates for payment.

Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Substantial and Total Performance of the Work as the Engineer/Architect may decide.

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

#### GC28 PROTECTION OF WORK AND PROPERTY

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



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- 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:
- errors in the Contract Documents, and/or
  - 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:

- The National Building Code, Part 8 Construction Safety Measures (Latest Edition);
  - The Workmen's Compensation Board Accident Prevention Regulations (Latest Edition);
  - 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.



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- 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 Contractor 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.



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- 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.





Transportation and Works

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.



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**AGREEMENT BETWEEN OWNER AND CONTRACTOR for use when a unit price forms the basis of payment and to be used only with the General Conditions of the Contract**

**THIS AGREEMENT** made in duplicate the        day of                                in the year two thousand-fourteen.

**BY AND BETWEEN**

Her Majesty the Queen in Right of Newfoundland and Labrador as represented by the Minister of Transportation and Works acting pursuant to the Executive Council Act, SNL 1995 c. E-16.1.

hereinafter called the "Owner"

AND 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. 109-13PHP** (See Tender Form for Description) which have been signed in duplicate by both the parties,
- (b) do and fulfil everything indicated by this Agreement, and
- (c) commence the Work by the        day of        2014 and substantially perform the Work of this Contract as certified by the Engineer by the 30th day of September, 2015.
- (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

### MEMORANDUM

TO: [Name]

DATE: [Date]

BY: [Name]

SUBJECT: [Subject]

1. [Text]

2. [Text]

3. [Text]

4. [Text]

5. [Text]

6. [Text]

7. [Text]

8. [Text]

9. [Text]

10. [Text]

11. [Text]

12. [Text]

13. [Text]

14. [Text]

15. [Text]

16. [Text]

17. [Text]

18. [Text]



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- b. upon Substantial Performance of the work as certified by the Engineer pay to the contractor any unpaid balance of holdback monies then due; and
- c. upon Total Performance of the Work as certified by the Engineer pay to the contractor any unpaid balance of the Contract Price then due.

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

**ARTICLE A-5 ADDRESSES FOR NOTICES**

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

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

The Contractor at x

The Engineer at: X, Regional Director, x

**ARTICLE A-6 SUCCESSION**

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

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

**SIGNED, SEALED AND DELIVERED** in the presence of:

**OWNER**

---

Department of Transportation and Works

---

Brent Meade, Deputy Minister Date

**CORPORATE SEAL**

**CONTRACTOR**

---

Name and Title (Print)

---

Signed Date

---

Name and Title

---

Signed Date

---

Name and Title

MEMORANDUM  
TO THE DIRECTOR

1. The purpose of this memorandum is to provide information regarding the activities of the [redacted] in the [redacted] area. This information was obtained from a confidential source who has provided reliable information in the past.

2. The [redacted] has been observed in the [redacted] area on several occasions. The [redacted] has been observed in the [redacted] area on [redacted] and [redacted]. The [redacted] has been observed in the [redacted] area on [redacted] and [redacted].

ACTIVITIES OF [redacted]

3. The [redacted] has been observed in the [redacted] area on several occasions. The [redacted] has been observed in the [redacted] area on [redacted] and [redacted]. The [redacted] has been observed in the [redacted] area on [redacted] and [redacted].

4. The [redacted] has been observed in the [redacted] area on several occasions. The [redacted] has been observed in the [redacted] area on [redacted] and [redacted]. The [redacted] has been observed in the [redacted] area on [redacted] and [redacted].

5. [redacted]

6. [redacted]

7. [redacted]

8. The [redacted] has been observed in the [redacted] area on several occasions. The [redacted] has been observed in the [redacted] area on [redacted] and [redacted]. The [redacted] has been observed in the [redacted] area on [redacted] and [redacted].

9. The [redacted] has been observed in the [redacted] area on several occasions. The [redacted] has been observed in the [redacted] area on [redacted] and [redacted]. The [redacted] has been observed in the [redacted] area on [redacted] and [redacted].

DATE	TIME	LOCATION	ACTIVITY

10. [redacted]

11. [redacted]

12. [redacted]

13. [redacted]

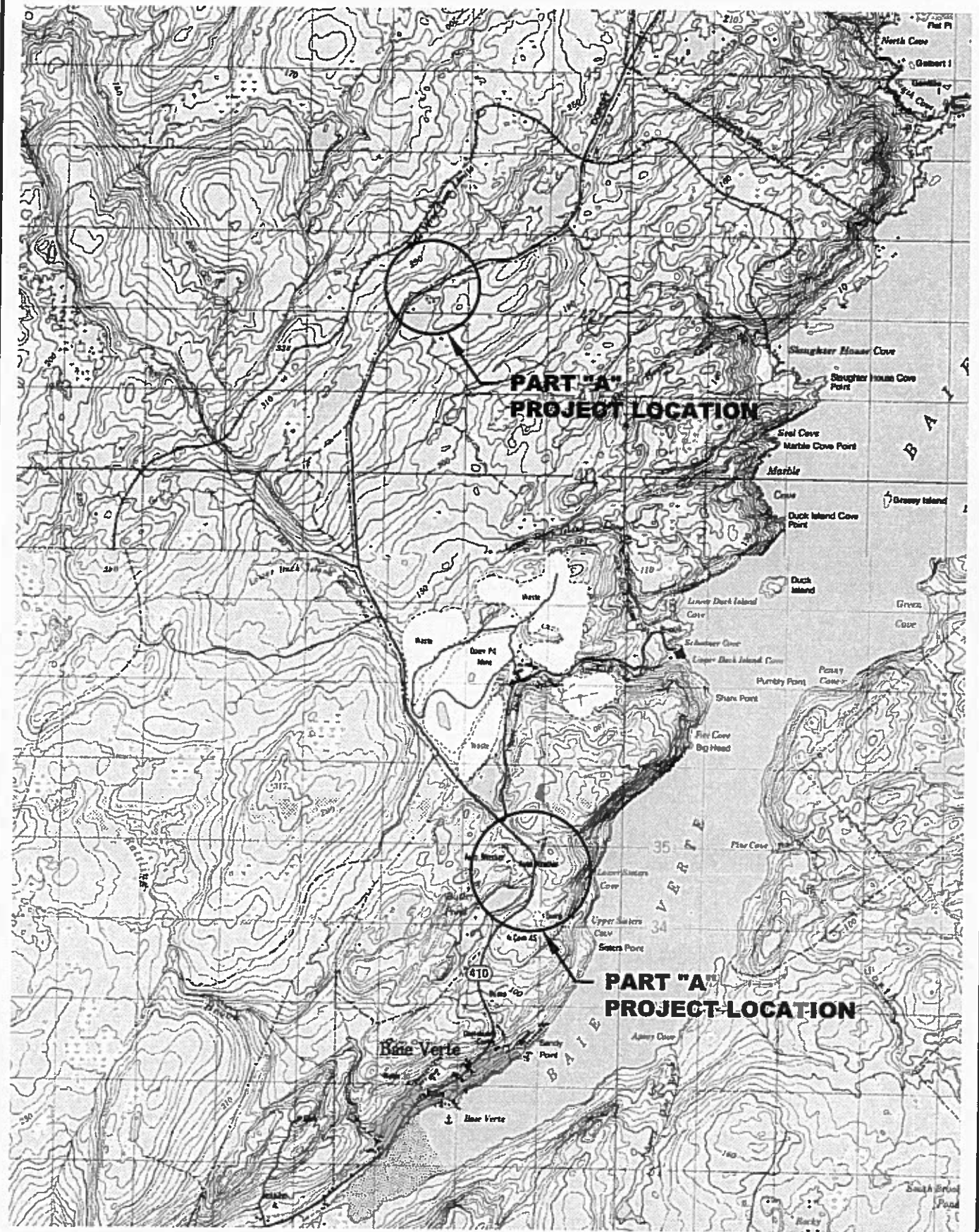


Transportation and Works

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.



The National Archives and Records Administration is pleased to announce the release of the following records to the public. These records were previously held in the custody of the National Archives and Records Administration and are now being made available to the public in accordance with the provisions of the President John F. Kennedy Library Act of 1964.



  
**TRANSPORTATION AND WORKS**  
 HIGHWAY DESIGN DIVISION

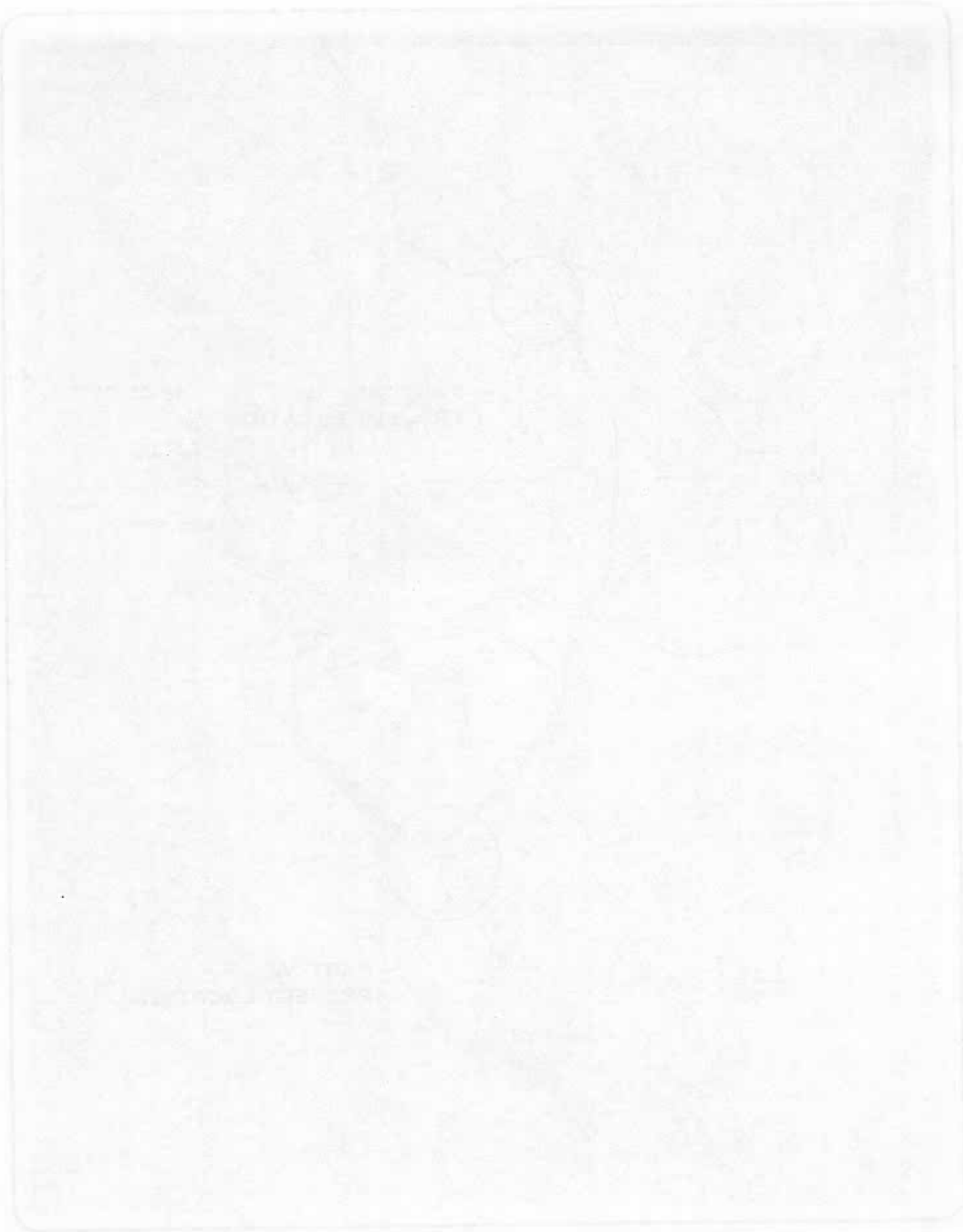
PROJECT NO. 109-13 PHP  
 PROJECT LOCATION  
 PART 'A'

DRAWN BY: R. Langmead

DATE: March 07, 2014

NOT TO SCALE

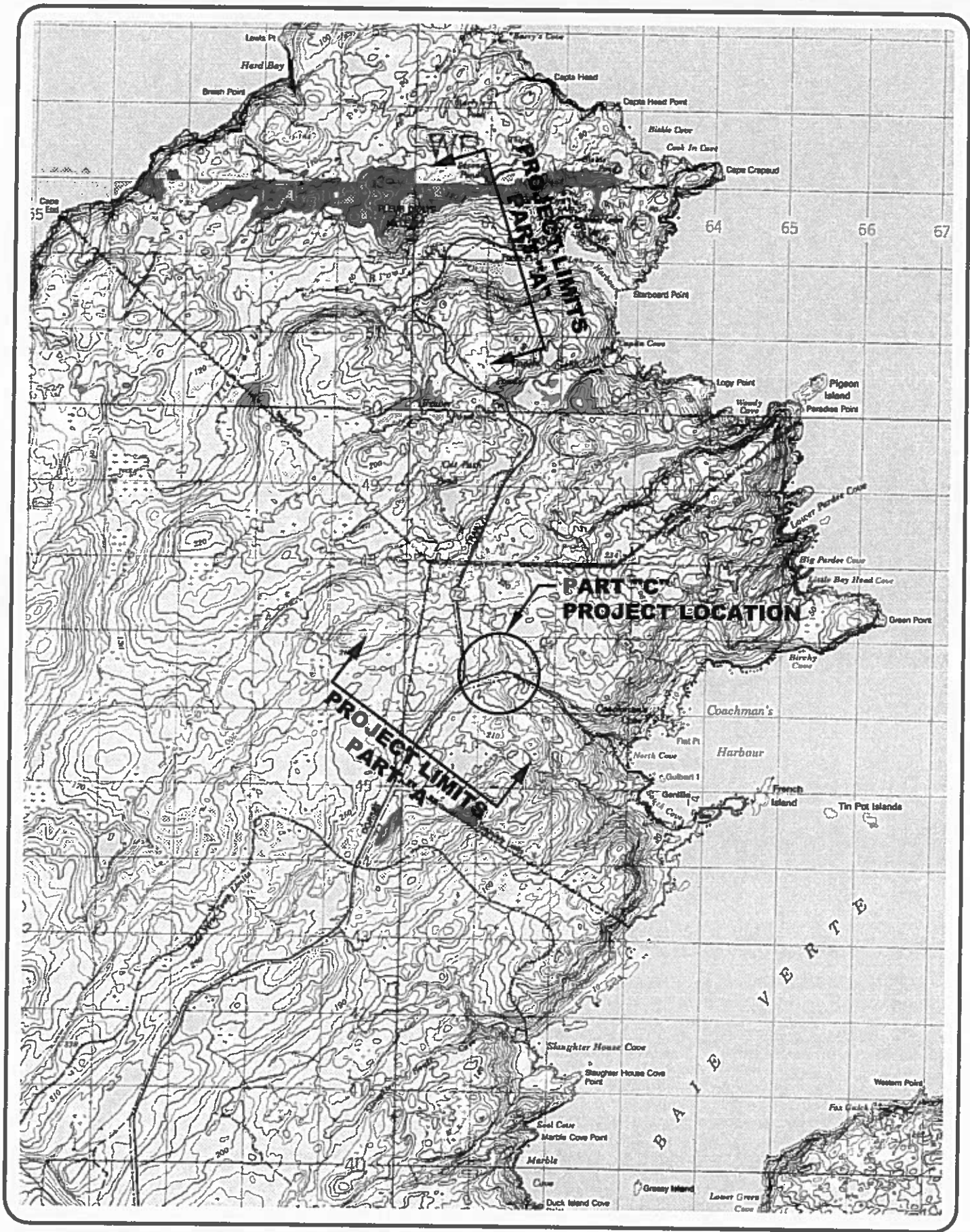




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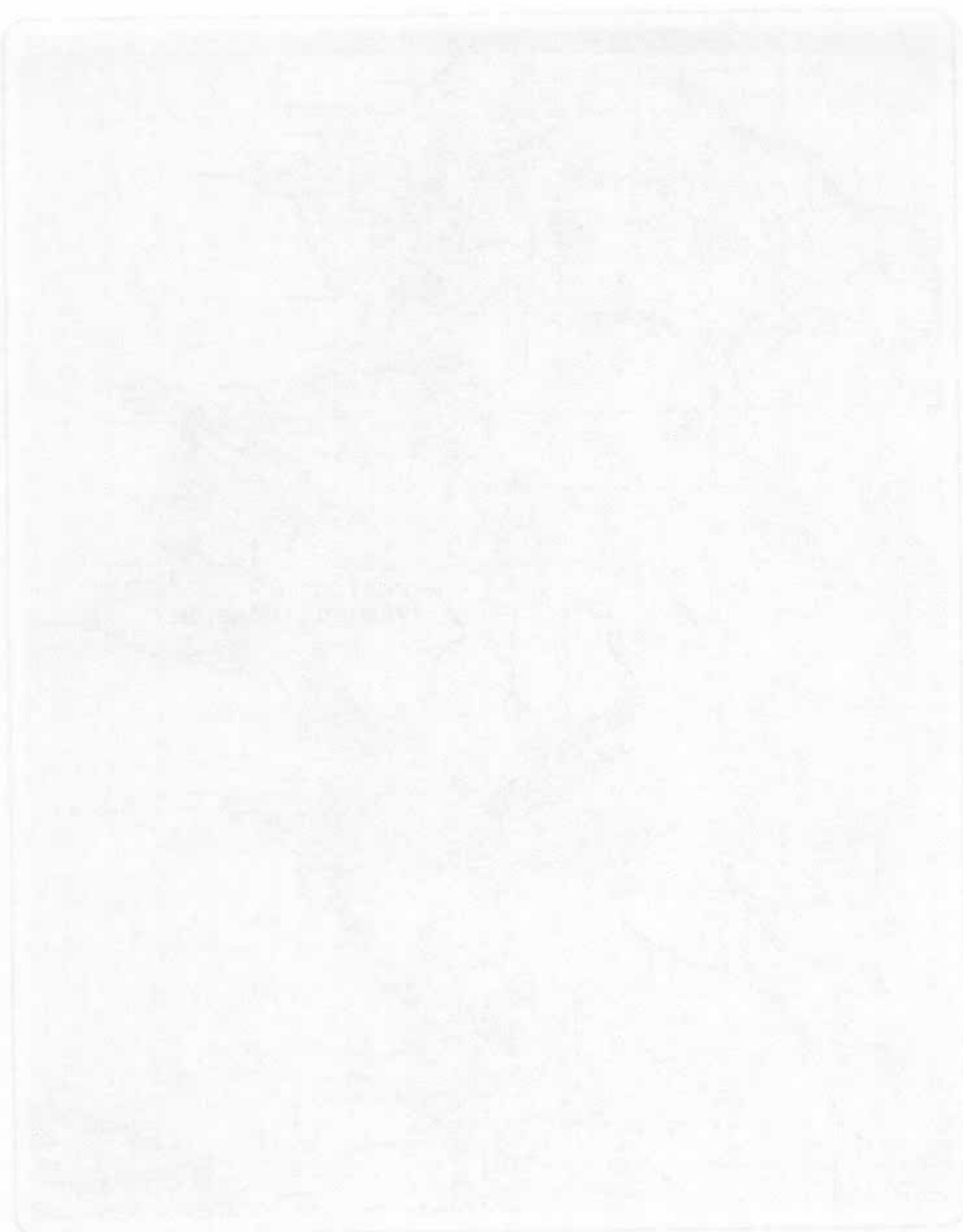
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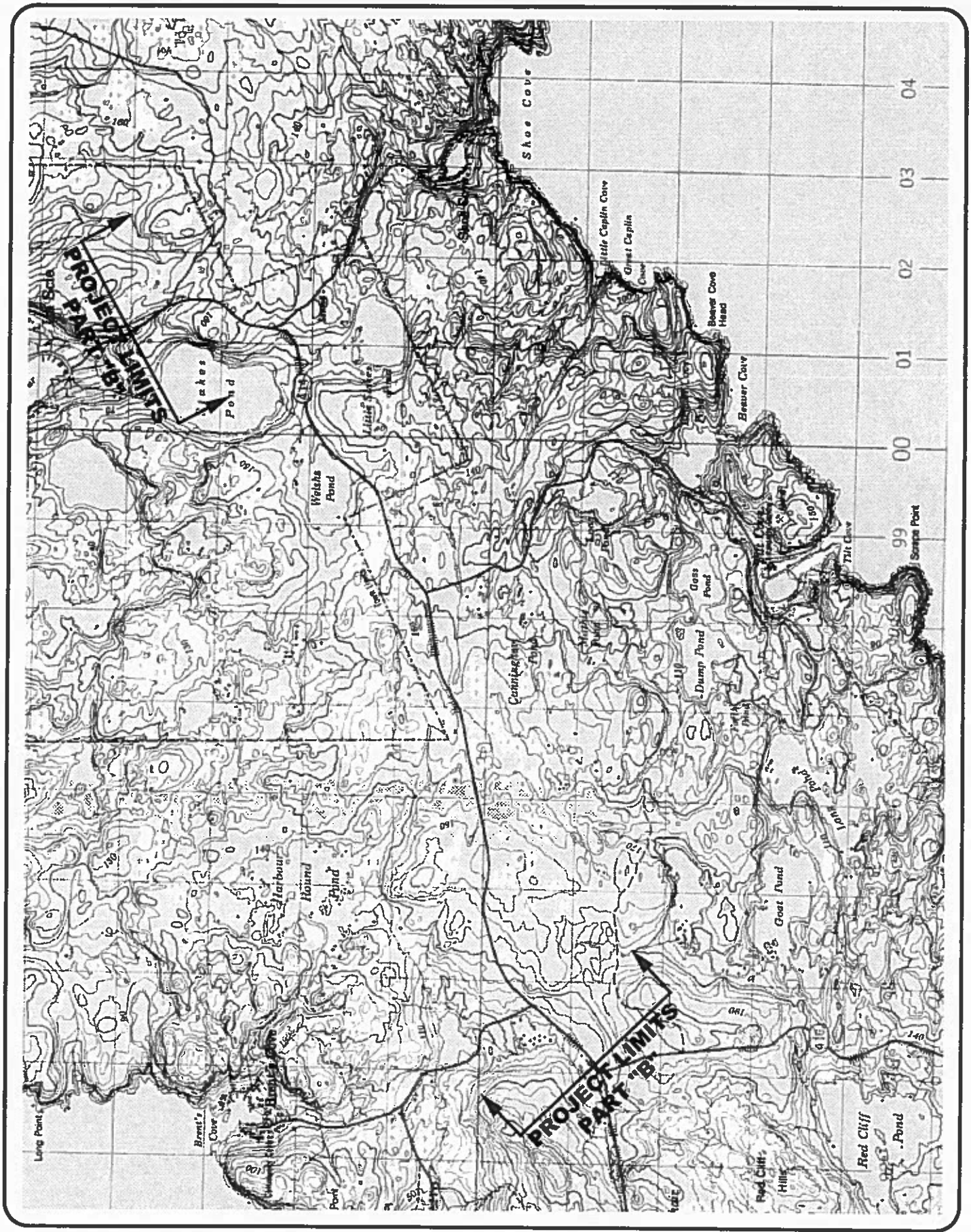
  
**Newfoundland  
Labrador**  
**TRANSPORTATION AND WORKS**  
 HIGHWAY DESIGN DIVISION

**PROJECT NO. 109-13 PHP**  
**PROJECT LOCATION**  
**PART 'A' AND PART 'C'**  
 DRAWN BY: R. Langmead | DATE: March 07, 2014 | NOT TO SCALE



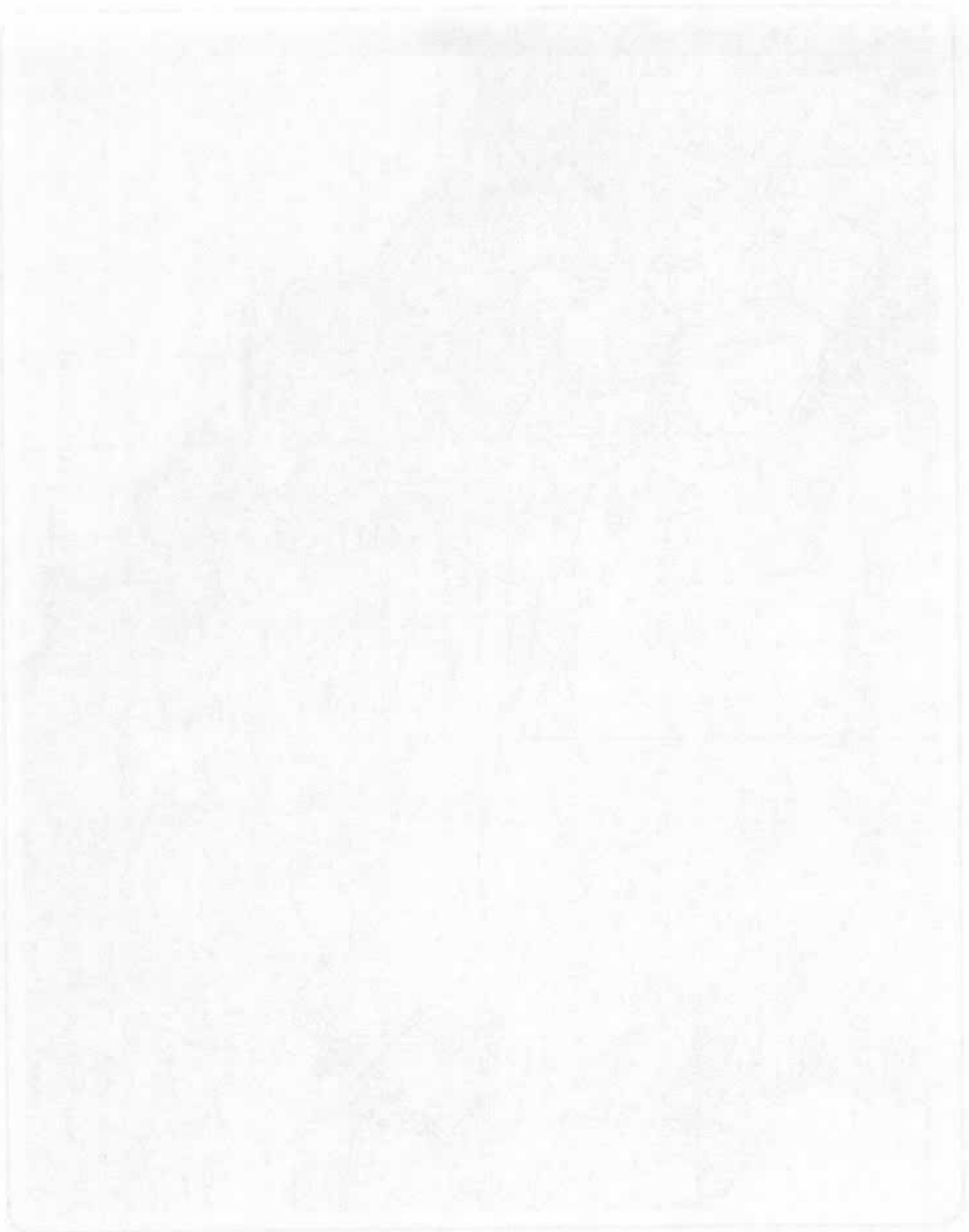
DATE: \_\_\_\_\_

NAME: \_\_\_\_\_



  
**TRANSPORTATION AND WORKS**  
 HIGHWAY DESIGN DIVISION

PROJECT NO. 109-13 PHP  
 PROJECT LOCATION  
 PART 'B'  
 DRAWN BY: R. Langmead    DATE: March 07, 2014    NOT TO SCALE



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