

1 Q. Please provide a copy of the tender documents issued for this generation and a
2 copy of all the results received.

3

4

5 A. Attached is a copy of the tender documents that were issued for public tender in
6 April 2014 (see GT-DD-NLH-011 Attachment 1). Four bidders responded to the
7 tender call:

8 1. GE Power and Water;

9 2. PW Power Systems;

10 3. ProEnergy; and

11 4. Wood Group Power Solutions.

12

13 The tender submissions from each of the bidders contains confidential commercial
14 and proprietary information and cannot be released as part of this reply. Please
15 refer to GT-CA-NLH-004 for a summary of the submissions from each of the parties.

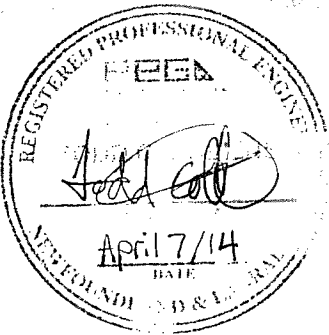
NEWFOUNDLAND AND LABRADOR HYDRO

CONTRACT

FOR

Engineering Procurement and Construction for a Turnkey 100 MW (Nominal)
 Combustion Turbine Generator at the Holyrood Thermal Generating Station

2014-57952-TB

	Electrical <i>David W. [Signature]</i> 2014/04/07
	Mechanical <i>Robert Shah</i> 2014/04/07
	Civil <i>[Signature]</i> 2014/04/07
	Protection & Control <i>R. Leggo</i> 2014/04/07
	Transmission & Distribution <i>James Gaudin</i> - 2014/04/07
	Telecontrol
	System Planning

Nelson Symon

 Approved for Release

April 7th, 2014

 Date

CONTRACT AGREEMENT

PROJECT TITLE: Engineering Procurement and Construction for a Turnkey 100 MW (Nominal) Combustion Turbine Generator at the Holyrood Thermal Generating Station

CONTRACT

THIS CONTRACT made as of the _____. day of _____, 20__.

BETWEEN: NEWFOUNDLAND AND LABRADOR HYDRO, a corporation constituted by statute and an agent of Her Majesty the Queen in right of the Province of Newfoundland and Labrador and having its head office at Hydro Place, St. John's, in the said Province (hereinafter called "Owner") of the one part;

AND _____
(hereinafter called "Contractor") of the other part.

C 1 Contract Documents

.1 The following documents, sometimes referred to the Contract Documents, form part of this Contract:

Schedule A – TENDER SUBMISSION
Schedule B – GENERAL CONDITIONS
Schedule C – SPECIAL CONDITIONS
Schedule D – PAYMENT
Schedule E – SPECIFICATIONS

.2 Execution by Owner and by Contractor of this Contract shall constitute acceptance and approval by the parties of all the provisions, terms and conditions of all of the Contract Documents as if each had been executed by both parties.

C 2 Work

- .1 The Contractor hereby undertakes to perform and complete the Work as described in this Contract.
- .2 Contractor, for and in consideration of the payment to be made to Contractor as hereinafter provided, agrees to furnish all labour, Material and Plant necessary or required for the performance of the Work, unless specified elsewhere in the Contract.

C 3 Price and Payment

.1 Owner, in consideration of the performance of the Contract by Contractor, agrees to pay Contractor in accordance with the rates and prices set forth in the Schedule A - TENDER SUBMISSION, Schedule of Prices, subject to any additions or deductions provided for

elsewhere in the Contract Documents. Such payment shall be made in accordance with the procedures set forth in Schedule D - PAYMENT.

C 4 Interpretation

- .1 The Contract embodies the entire agreement between the parties with respect to the subject matter hereof. Reference should be made to the Definitions set out in Schedule B - GENERAL CONDITIONS.
- .2 The Contract Documents are intended to be correlative and complementary and any Work required by one document and not mentioned in another shall be executed as though required by all documents.
- .3 The Contract is intended to cover all the Work to be done by Contractor; and, unless expressly excluded in the Contract, any and all Material, Plant and labour not indicated herein but which may be necessary or required to complete any part of the Work in a proper, substantial and workmanlike manner shall be furnished by Contractor.
- .4 If Contractor, in the course of the Work, discovers any discrepancy between the Specifications and the physical conditions of the Site or finds any error, omission or ambiguity in the Contract Documents, Contractor shall immediately apply in writing to Owner for clarification. Owner will promptly clarify such matters and so inform Contractor. Any part of the Work affected by any or all such discoveries which is performed by Contractor prior to clarification by Owner shall be done at Contractor's risk and Contractor shall be liable for any loss, damage or expense which Owner may incur, suffer or be put to as a result of Contractor's failure to obtain such clarification.
- .5 In case of conflict between the Contract Documents, the said documents shall be considered in the following order of precedence, unless otherwise provided: the executed CONTRACT, GENERAL CONDITIONS, SPECIAL CONDITIONS, SPECIFICATIONS (drawings of a larger scale shall govern over a smaller scale), TENDER SUBMISSION, and PAYMENT.
- .6 In the Contract Documents all references to dollar amounts and all references to any other money amounts are, unless specifically otherwise provided, expressed in terms of currency of Canada.
- .7 Words in the Contract Documents importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders.
- .8 Where a word is defined anywhere in the Contract Documents, other parts of speech and tenses of the same word have a corresponding meaning.
- .9 Wherever in the Contract Documents a number of days is prescribed for any purpose, the days shall be reckoned exclusively of the first and inclusively of the last.

- .10 Whenever the Contract Documents require either a notice to be given or a request to be made, and the time within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time will continue to run until the next succeeding normal business day.
- .11 In the Contract Documents the headings and any tables of contents and indexes attached thereto are inserted for convenience of reference only and shall not affect the construction or interpretation thereof.
- .12 Any reference in any Contract Document to an article, a clause, a subclause, a paragraph or a schedule shall, unless the context otherwise specifically requires, be taken as a reference to an article, a clause, a subclause, a paragraph or a schedule to that Contract Document.
- .13 This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original, but all of such counterparts together shall constitute one and the same instrument.
- .14 The rights and recourses of Owner contained in the Contract Documents are cumulative and not in the alternative. The exercise of any such rights or recourses shall not constitute a waiver or renunciation of any other rights or recourses.

C 5 Assignment

- .1 Neither Owner nor Contractor may assign or otherwise transfer any rights or interests created under the Contract without the prior written consent of the other, provided always that Owner may assign its rights and interests under the Contract to an Affiliate of Owner without the consent of Contractor.

C 6 Waiver

- .1 No act or failure to act or delay in the enforcement of any right by either party hereto constitutes a waiver of any right under the Contract, and any such act, failure to act or delay does not constitute an approval of or acquiescence in any breach or continuing breach under the Contract except as expressly agreed to in writing and no waiver of any breach of any provision of the Contract constitutes a waiver of any preceding or succeeding breach of such provision or of any other provision of the Contract.

C 7 Severability

- .1 In the event that any provision of the Contract, or part thereof, is determined to be invalid, void or otherwise unenforceable, the remaining provisions of the Contract are to be construed (provided the Contract remains capable of completion in all material respects as contemplated hereunder) as if such invalid, void or unenforceable provision, or part thereof, was omitted and the Contract continues in full force and effect without being impaired or invalidated in any way, and the parties hereto agree to be bound by and perform the same

as thus modified.

C 8 Law and Jurisdiction

- .1 The Contract is governed by and is to be construed in accordance with the local domestic laws of the Province of Newfoundland and Labrador, Canada (including the laws of Canada applicable therein) without reference to its conflict of law rules. With respect to any action or proceeding to which the parties do not consent to mediated negotiation or arbitration as provided for in the Contract, the parties agree to and each of them do hereby exclusively submit to the jurisdiction of the Courts of the Province of Newfoundland and Labrador, Canada.

C 9 Notices

- .1 Any written notice provided for herein to be given to one party by the other party shall be deemed properly given and received if:

- (a) delivered to the receiving party's designated representative at the Site; or
- (b) either:

- i. being mailed by prepaid registered mail; or
- ii. transmitted by electronic methods;

to the receiving party's address as either stated in this Article or as changed through written notice to the other party.

- .2 Any notice which is sent by prepaid registered mail or transmitted by electronic methods shall be deemed to be given and received forty-eight (48) hours after mailing or transmission, as applicable; provided that if such time expires on a Saturday, Sunday or legal holiday, the notice shall be deemed to be given and received on the next normal business day.

- .3 Addresses of parties are:

Owner: NEWFOUNDLAND AND LABRADOR HYDRO
P.O. Box 12400
Supply Chain Management
4th Level, Hydro Place
St. John's, Newfoundland and Labrador, A1B 4K7

Attention: Stephen Parsons, P.Eng.
Title: Project Manager
FAX: 709-737-1900

Contractor: _____

Phone: _____
FAX: _____

C 10 Survival of Covenants

- .1 All covenants, warranties, obligations, indemnities and provisions of the Contract which expressly or by their nature require observance and/or performance by Contractor after the expiration or other termination of the Contract, howsoever caused or arising, continue in full force and effect subsequent to, and notwithstanding, such expiration or other termination of the Contract until they are satisfied in full or by their nature expire.

C 11 Binding Effect

- .1 The Contract enures to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by the hands of their duly authorized representatives as of the day and year first above written.

Signed and delivered in the presence of:

NEWFOUNDLAND AND LABRADOR HYDRO
(Owner)

(Witness)

BY: _____
(Name)

(Title)

(Witness)

AND: _____
(Name)

(Title)

Signed and delivered in the presence of:

(Contractor)

(Witness)

BY: _____
(Name)

(Title)

(Witness)

AND: _____
(Name)

(Title)

INSTRUCTIONS TO TENDERERS

CONTRACT TITLE: Engineering Procurement and Construction for a Turnkey 100 MW (Nominal) Combustion Turbine Generator at the Holyrood Thermal Generating Station

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NOTE: The GENERAL CONDITIONS contain definitions which are applicable to this document.

IT 1 Project Identification

Description of Project - Engineering Procurement and Construction for a Turnkey 100 MW (Nominal) Combustion Turbine Generator at the Holyrood Thermal Generating Station.

IT 2 Preparation and Submittal of Tenders

.1 Tenders will be received at Hydro Place, 500 Columbus Drive, St. John's until 3:00 p.m. local time at, St. John's NL on Monday, April 21, 2014 and opened immediately thereafter. Tenders received after Tender Closing will not be opened.

.2 The Tender shall be submitted either:

(a) in a sealed envelope showing Tenderer's name and return address and marked:

TENDER – 2014-57952-TB

by: (i) mail or courier delivery to:

Newfoundland and Labrador Hydro
P.O. Box 12400
Supply Chain Management
4th Level, Hydro Place
500 Columbus Drive
St. John's, Newfoundland and Labrador
A1B 4K7

Attention: TENDERS,
Supply Chain Management

or

(ii) hand delivery:

into the tender depository box located adjacent to Main Lobby Reception Area, Hydro Place. The sealed Tender envelope must be stamped using time clock located by the tender depository box before being placed into box:

or

(b) faxed delivery, to (709) 737-1795

(c) On line submission, only where tender posting allows.

.3 It is the responsibility of the Tenderer to ensure all documents identified in this Tender

specification as a requirement to be submitted at time of tender are included with the **Tender submission, whether the Tender is submitted by mail delivery, hand delivery or faxed delivery.** Failure to include all required documents may result in disqualification of a Tender.

- .4 Reference clause IT 6 – Tender Security, where tender security is required, and for a faxed Tender to be valid, all original Tender documentation, identified with the Tender number, shall be received by not later than 4:00 p.m. on the second Business Day following the Tender Closing.
- .5 Tenders shall be prepared in accordance with Schedule A - TENDER SUBMISSION included herein.
- .6 Tenders shall be properly executed by a duly authorized person on behalf of Tenderer.
- .7 If a partnership or joint venture tenders, it shall submit with its Tender, a Power of Attorney executed by all of the general partners or venturers designating and appointing one of the general partners or venturers as the Management Sponsor, and authorizing the Management Sponsor to sign the Tender on behalf of Tenderer, to act for and bind Tenderer in all matters relating to the Tender and, in particular, to agree that each partner or venturer shall be jointly and severally liable for any and all of the duties and obligations of Tenderer assumed under the Tender and the Contract if awarded. The Tender shall be signed on behalf of the partnership or joint venture in its legal name by the authorized representative.
- .8 Tenderers may revise their Tender by facsimile or letter provided the revision is received prior to the time of Tender Closing. Revisions by facsimile must be sent to the facsimile number as indicated in Clause IT 2 Preparation and Submittal of Tenders. The Owner will not be responsible for any failure attributable to the mechanical or electronic transmission or reception of the facsimile.
- .9 A Tender may be withdrawn without penalty if the request is received by letter or facsimile prior to the time for Tender Closing.

IT 3 Prices

- .1 Tendered prices shall be stated in Canadian currency, payable at par in St. John's, Newfoundland and Labrador. Tender prices shall be firm except for any price adjustments specified in the Contract Documents.
- .2 Except for those items specifically identified in the Contract Documents as being furnished or performed by Owner, Tenderer shall include, in the prices entered in Schedule A - TENDER SUBMISSION, amounts to cover the performance of the Work in accordance with the Contract Documents, including, where applicable, the provision of all Plant, Material, installation, labour and supervision, and the contingent expenses and risks of every kind necessary to complete the Work in accordance with the Contract Documents.

- .3 Except as otherwise provided in the Contract Documents and except in the case of lump sum items, if a unit price is not stated in Schedule A - TENDER SUBMISSION, for any item, the unit price shall be determined by dividing the Tender amount for the item by the estimated quantity. Where a unit price only is stated in Schedule A - TENDER SUBMISSION, or in the case of errors in the extension of the unit price, the Tender amount for the item shall be determined by multiplying the unit price by the estimated quantity. In the case of discrepancy between words and figures, the words shall prevail. Where a Tenderer fails to include either a unit price or extension for any item, the Tender will be deemed incomplete.

IT 4 Completion Date

- .1 The Tenderer must be aware of and agree to comply with the provisions of the Schedule described in Schedule C - SPECIAL CONDITIONS.

IT 5 Taxes

- .1 Subject to the payment of HST as provided for in this Contract, Contract Price shall be inclusive of all applicable Taxes.
- .2 Contractor must be registered for the purposes of the HST. Contractor shall be the importer of record for all goods imported into Canada pursuant to this Contract and shall be responsible for and shall pay all the applicable Taxes in respect of such importation.
- .3 Pursuant to Regulation 105(1) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp), if the Contractor is a non-resident of Canada (as interpreted for the purpose of that act), unless the Contractor provides Owner with a waiver from the Canada Revenue Agency for the full amount of the Contract Price, Owner will withhold fifteen percent (15%) (or such other amount as may be required by applicable laws, including the laws of a province imposing a similar withholding obligation) on all amounts relating to services rendered in Canada by a non-resident.
- .4 Contractor shall withhold all amounts required by applicable law (including Taxes) from any amounts payable to its Subcontractors and employees, and shall indemnify and hold harmless the Owner in respect of any amount of Taxes, or other withholdings, payable by Owner as a result of the failure of the Contractor to comply with any such applicable laws, together with any related costs incurred by the Owner.

IT 6 Tender Security

- .1 Tenderer shall provide, at its cost and with its Tender, Tender security for ten percent (10%) of the total of Tendered Prices as recorded in Schedule A – Schedule of Prices. The Tender security shall be one of the following:
 - (a) a Tender Bond, issued by a Surety Company that is licensed to conduct business under the Laws of the Province of Newfoundland and Labrador, and acceptable to Owner, in the form

set out in Schedule A - TENDER SUBMISSION and forming part thereof and entitled Form of Tender Bond;

- (b) a certified cheque drawn on a Canadian chartered bank payable to Owner; or
 - (c) an irrevocable Letter of Credit from a chartered Canadian bank substantially in the form set out in Schedule A - TENDER SUBMISSION, made payable to Owner and with an expiry date ninety (90) days following the date set herein for receipt of Tenders. Drafts drawn upon the Letter of Credit shall be exercised by advice to the Bank of Nova Scotia, Water Street Branch, St. John's, Newfoundland and Labrador, Canada, with all charges payable by Tenderer.
- .2 In addition to the Tender Security, each Tender shall be accompanied by a Surety's Consent for a fifty percent (50%) Performance Bond and a fifty percent (50%) Labour and Materials Bond in the form set out in Schedule A - TENDER SUBMISSION, and forming part thereof and entitled Surety's Consent.
- .3 Should a Tenderer be notified in writing of the acceptance of its Tender within sixty (60) days of the date set out herein for the receipt of Tenders, and should Tenderer so notified thereupon fail, within fourteen (14) days of receipt of such notification, to execute an Agreement and to provide the Performance Security called for in Clause IT 22 - Performance Security, then:
- (a) where a Tender Security has been provided in the form of a Tender Bond, an amount equal to the difference between the amount of the Tender and the amount for which Owner contracts with another Tenderer to do the Work up to the full amount of the Tender Bond, shall immediately forthwith and without recourse be payable and forfeited to Owner;
 - (b) where a Tender Security had been provided in the form of a certified cheque, it will immediately be negotiated. Subsequently, at a time to be determined by Owner, the amount of the Tender Security less an amount equal to the difference between the amount of the Tender and the amount for which Owner contracts with another Tenderer to do the Work up to the full amount of the Tender Security, will be refunded by Owner to Tenderer; or
 - (c) Where a Tender Security had been provided in the form of a Letter of Credit, Owner will draw upon the Letter of Credit to the amount of the difference between the amount of the Tender and the amount for which Owner contracts with another Tenderer to do the Work up to the full amount of the Tender Security.
- .4 Should a Tenderer be notified in writing of the acceptance of its Tender and subject to forfeiture as provided for in Clause IT 6.3, then:
- (a) where a Tender Security had been provided in the form of a certified cheque, it will be retained as part of the Performance Security or returned by Owner upon receipt of a Performance Security in the form of a Performance Bond and Labour and Materials Bond or a Letter of Credit; or

- (b) where a Tender Security had been provided in the form of a Letter of Credit, it will be returned by Owner upon receipt of a Performance Security.
- .5 The Tender Security in the form of a certified cheque or Letter of Credit shall be released at Owner's discretion but not later than ten (10) days following execution of a Contract.

IT 7 Inspection of Site

- .1 Tenderer shall satisfy itself with the conditions of the Site. Tenderer shall comply with the provisions of Schedule B - GENERAL CONDITIONS - GC4 - Contractor's Investigations and shall contact Owner to make arrangements for visiting the Site. Visits shall be made at Tenderer's risk and expense and Owner assumes no liability in connection therewith.
- .2 The Site is as stated in Schedule C - SPECIAL CONDITIONS.

IT 8 Subcontractors, Suppliers and Manufacturers

- .1 Subcontractors, suppliers and manufacturers proposed by the Tenderer for various parts of the Work shall be subject to approval by the Owner in accordance with IT 12 Qualification of Tenderer, only Subcontractors, suppliers or manufacturers accepted and approved by the Owner shall be employed in the performance of the Work.
- .2 Within 10 business days from date of notification by the Owner of the intent to award the contract, the successful Tenderer shall request such approval in writing from the Owner.

IT 9 Changes and Clarifications Prior to Tender Closing

- .1 Changes in the Work or corrections to or interpretations of the Contract Documents, as may be issued by Owner prior to Tender Closing, shall be in the form of addenda. Such addenda shall become part of the Contract Documents.
- .2 Tenderer shall promptly acknowledge receipt in writing of any and all addenda and shall confirm in its Tender that the information contained in such addenda has been considered in preparing the Tender. Tenders that do not acknowledge all addenda may be rejected.
- .3 Should Tenderer find discrepancies in, or omissions from, the Contract Documents, or have any doubt as to the meaning or intent of any part thereof, Tenderer shall at once notify Owner in writing.
- .4 Owner shall not be bound by oral instructions. No corrections or interpretations shall be binding unless issued in the form of addenda.

- .5 Addenda will not be issued by the Owner after the fourth (4th) day prior to the Tender Closing without providing an extension to the time of the Tender Closing.

IT 10 Tenderer Verification

- .1 Except as provided for by IT 10.3, tenderers are required to submit the following documents with the Schedule A - TENDER SUBMISSION:
- (a) Certificate of Insurance ; Appendix XI
 - (b) Worksheet "C" - the Contractor Safety and Health Questionnaire;
 - (c) Certificate of Recognition (COR) from Newfoundland and Labrador Construction Safety Association or Owner approved equivalent.
 - (d) Proof of completion of the Environmental Awareness Program from the Newfoundland and Labrador Construction Safety Association or proof of a valid certificate from a similar accreditation/ safety program acceptable to Owner;
 - (e) Clearance Letter from the Workplace, Health, Safety and Compensation Commission indicating the contractor is in good standing.;
 - (f) Tender Security;
 - (g) Surety's Consent (Appendix III);
 - (h) Tender Information (Appendix VI);
 - (i) Construction Data (Appendix VII);
 - (j) Schedule of Equipment Rental Rates (Appendix VIII);
 - (k) Permission Letter (Appendix IX);
 - (l) Schedule of Prices (Appendix X); and
 - (m) Schedule of Payments (Appendix XII).
- .2 Owner uses Browz for document compliance review and management. Browz members are required to provide their Browz ID number.
- .3 Tenderers who are registered and deemed compliant through Browz are **not** required to submit to the Owner, the following information as requested in this tender document:

- (a) Certificate of Insurance (for Commercial General Liability and Auto insurance – other certificates, if required must be provided);
 - (b) Certificate of Recognition (COR) from Newfoundland and Labrador Construction Safety Association or owner approved equivalent;
 - (c) Proof of completion of the Environmental Awareness Program from the Newfoundland and Labrador Construction Safety Association; and
 - (d) Clearance Letter from the Workplace, Health, Safety and Compensation Commission. indicating the contractor is in good standing.
- .4 If the Tenderer is not a member of Browz, all documentation outlined in Instructions to Tenderers must be submitted with Schedule A - TENDER SUBMISSION.
- .5 Tenders that do not contain all required documentation may be considered non-compliant.

IT 11 Safety Record Information

- .1 Tenderer, as a part of its Tender submission, shall complete and sign the Permission Letter provided in Schedule A - TENDER SUBMISSION. The letter is addressed to Workplace Health Safety and Compensation Commission and the Occupational Health & Safety Branch of Services NL and gives permission for them to release to Owner, Tenderer's injury statistics and safety record, which may be used as a part of the Tender evaluation process.

IT 12 Qualification of Tenderer

- .1 The Owner may require the Tenderer and its nominated Subcontractors to submit qualification information with the Tender or prior to the award of any Contract.
- .2 If required by Owner, before a contract is awarded, Tenderer shall furnish additional evidence satisfactory to Owner:
- (a) that it and its Subcontractors have the necessary ability, experience, capital and construction equipment to perform the various classes of Work involved and to complete the Work within the times set out in the Contract Documents;
 - (b) that it and its Subcontractors shall have previously and successfully completed undertakings of comparable nature and scope; and
 - (c) that it and its Subcontractors provide a declaration as to any claims outstanding against them and that their respective sureties have been notified of such claims.

- .3 The Owner may reserve the right to interpret the qualification information provided. Any decision made by the Owner concerning the award of the Contract or the Tenderer's and/or Subcontractor's ability or otherwise to successfully perform the Work shall be final.
- .4 All Tenders will be evaluated on the basis of the Tenderer's ability to satisfy the health, safety, environment, and quality standards and requirements of Owner, and any applicable law, regulation or standard. The information that has been provided in Worksheet "C" Browz or (other form) may be at the Owner's discretion taken by Owner and used to prequalify Tenderers and to assist in the identification of the Tenderer who meets these requirements and who provides the best value to the Owner.
- .5 The successful Tenderer and its Subcontractor(s) must be authorized to do business in the Province of Newfoundland and Labrador prior to commencement of the Work under the Contract and, if a corporation, shall be registered to carry on business in compliance with the relevant Laws and shall be registered in good standing.
- .6 Tenderer must have factory trained personnel and have all certifications required to perform work.

IT 13 Optional Pre-Tender Meeting

Attendance at a pre-tender Site meeting is recommended before submission of tender. The pretender meeting is scheduled for 1:30 PM on Monday, April 14, 2014. The meeting will be held at the Training Center located at the Holyrood Thermal Generating Station. Contractor shall notify Owner in writing if planning to attend the pre-tender site meeting.

IT 14 Consideration of Tenders

- .1 The Tender shall remain open for acceptance by Owner and be irrevocable for a period of sixty (60) days after the Tender closing date for receipt of Tenders, and Owner may accept a Tender whether any other Tender has been previously accepted or not.
- .2 A Tender that is incomplete, conditional, unbalanced or obscure or which contains additions not called for, erasures, alterations or irregularities of any kind, may be accepted or rejected.
- .3 Tenderer's prices must fairly represent proper compensation for various items of the Work to be done. Unbalanced Tenders, as determined by the Owner, may be rejected.
- .4 Tenders not submitted on Schedule A - TENDER SUBMISSION forms will be rejected.
- .5 The Owner reserves the right to waive any informality or irregularity in a Tender.
- .6 In addition to any other provision of the Contract Documents which permitted Owner to reject a Tender, the Owner may reject a Tender where any of the following circumstances are present:

- (a) the Tenderer is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period of time;
 - (b) evidence, satisfactory to the Owner, of fraud, bribery, fraudulent misrepresentation or failure to comply with any Laws protecting individuals against discrimination, has been received by the Owner with respect to the (i) Tenderer, any of its shareholders, employees, its wholly owned or controlled enterprises, or (ii) any Subcontractor, any of its shareholders, employees or any of its wholly controlled enterprises included in part of the Tender;
 - (c) the Owner or an Affiliate has exercised its contractual remedies of suspension or termination for default with respect to an existing or prior contract with the Tenderer, any of its shareholders, employees, its wholly owned or controlled enterprises or any Subcontractor included as part of its Tender; for a period subject to review by Owner;
 - (d) the Owner determines that the Tenderer's performance on other contracts with the Owner or an Affiliate, including the health, safety and environmental performance, efficiency and workmanship as well as the extent to which the Tenderer performed the Work in accordance with the contractual clauses and conditions, is sufficiently poor and jeopardizes the successful completion of the Work being bid on; or
 - (e) the Owner determines that the performance of one or more of the Tenderer's proposed Subcontractors on other contracts with the Owner or an Affiliate, including the safety performance, efficiency and workmanship as well as the extent to which the Subcontractor performed the Work in accordance with the contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the Work being bid on.
- .7 Tenders containing qualifications or additional clauses to the Schedule A - TENDER SUBMISSION may be rejected.
- .8 Upon withdrawal of a Tender by a Tenderer, the Owner has the right to disqualify any Tender submitted by a related person of the Tenderer or an Affiliate of the Tenderer.

IT 15 Evaluation of Tender

- .1 Owner reserves the right not to award the Contract. Owner reserves the right to reject any or all Tenders or parts thereof. Award of contract is subject to Board and Regulatory Approval.
- .2 The lowest Tender or part thereof will not necessarily be accepted. Price will not be the sole basis for evaluating Tenders.
- .3 In so far as consideration is given to price, for Tenders requiring unit prices, the Tender will be evaluated on the unit prices and not solely on the basis of the extensions of each unit price (unit price multiplied by quantity) or the sum of the extensions.
- .4 In awarding the Contract, the Owner will take into account the Tender deemed most favourable to the interest of the Owner. Owner's evaluation will take into account the Tender which

provides for the most cost effective completion of the Contract and the greatest value to the Owner based on the following factors:

- (a) Safety
 - (b) Quality
 - (c) Time
 - (d) Service
 - (e) Price
 - (f) Technical
 - (g) Environmental
 - (h) Legal
 - (i) Financial
- .5 Tenderer acknowledges that its injury statistics and safety record and past performance as a Contractor for Owner may form part of the tender evaluation process, and agrees that Owner may use the Schedule A - TENDER SUBMISSION Appendix IX Permission Letter to obtain information from relevant Authorities.
- .6 Where prices for Unscheduled Work, article IT 27 - Additional Work, have been provided for in the Schedule of Prices, comprising a part of such Total, Total Tendered Price shall be calculated by adding together the prices included in Schedule A - TENDER SUBMISSION – Appendix X Schedule of Prices associated with:
- (a) all specified Work under the Contract;
 - (b) the estimated man-hours associated with the Unscheduled Work; and
 - (c) the estimated cost of Materials associated with the Unscheduled Work.
- .7 Where prices for optional items have been provided for in the Schedule of Prices, comprising a part of such Total Tendered Price:
- where Owner has determined that it will not use any or all of the optional items prior to award of Tender, such optional items will not be included in the evaluation of Tender prices, the contract award shall be made to the lowest qualified Tenderer in the amount of the Total Tendered Price adjusted by the amounts of deleted optional items.
 - Otherwise, optional items will form part of the Tender evaluation; award shall be made to the lowest qualified Tenderer in the amount of the Total Tender Price.

IT 16 Post-Tender Meeting

- .1 If required by Owner before a Tender is accepted, Tenderer shall, at its cost, attend a post-Tender meeting to review its Tender submission, and such meeting shall be held at a time and place chosen by the Owner.

IT 17 Notification to Successful Tenderer

- .1 The successful Tenderer must submit documentation as outlined in the “Letter of Award” within 10 business days from date of notification by the Owner of the intent to award the Contract, unless such time frame is expressly abridged by owner or such shorter period as is specified. Failure to provide the required documentation may result in the Tenderer not being awarded the Contract.
- .2 Tenderers shall refer to the ‘Contractor Information Package’ for information that will assist the Tenderer with submitting documentation that is required under the tender and contract’.

IT 18 Contract

- .1 The successful Tenderer will be expected to enter into a contract with the Owner substantially similar to the Contract included with the Tender package. All Tenderers should become familiar with the Contract terms before submitting the Tender.

IT 19 Communications during Tendering

- .1 All communications during the period of the Tender process shall be addressed to:

NEWFOUNDLAND AND LABRADOR HYDRO
P.O. Box 12400
Supply Chain Management
4th Level, Hydro Place
St. John's, Newfoundland and Labrador
A1B 4K7
Fax: (709) 737-1795

Attention: Theresa Barnes, email: theresabarnes@nlh.nl.ca, tel: 709-737-1490
CONTRACT: 2014-57952-TB

- .2 Clarifications and changes will be issued to all Tenderers in writing.

IT 20 Language

- .1 Tenderer shall ensure that individuals proposed to administer this Contract are fluent in the use of English. This will be necessary for day to day communication with Owner’s personnel.

IT 21 Insurance

- .1 The successful Tenderer will be required to provide and maintain, at its cost, insurance as set out in the Schedule B -GENERAL CONDITIONS GC43- Insurance in the amounts specified in the Schedule C - SPECIAL CONDITIONS. Within 10 days of notification by Owner of intent to award Contract, as evidence of insurance, the Tenderer shall be required to provide a Certificate of Insurance, on Owner's form.
- .2 All insurance shall be maintained in full force during the performance of Work.
- .3 All insurance policies shall contain an article to provide that the insurance shall not be cancelled or materially changed in any way without thirty (30) days notice, except in the event of non-payment when policy conditions dealing with termination will apply. Such notice shall be sent by registered mail to:

NEWFOUNDLAND AND LABRADOR HYDRO
P.O. Box 12400
St. John's, Newfoundland and Labrador
A1B 4K7

Attention: Manager of Risk and Insurance

- .4 Deductibles applicable to required insurance shall not exceed \$5,000 for any one occurrence. Tenderer shall be responsible for deductible amounts under policies and for providing such additional insurance as required to protect the insured against loss on items excluded from policies.

IT 22 Performance Security

- .1 Subject to the provisions of Clause IT 6 - Tender Security, the successful Tenderer shall, within 10 business days from notification by the Owner of the intent to award the Contract, furnish at its expense:
 - (a) a fifty percent (50%) Performance Bond and a fifty percent (50%) Labour and Materials Bond, in the forms set out in Schedule A - TENDER SUBMISSION included herein, and forming part of these Contract Documents and entitled, Form of Performance Bond and Form of Labour and Materials Bond; or
 - (b) a certified cheque, or cheques, drawn upon a chartered Canadian bank, made payable to the Owner, which, where applicable includes the retained Tender Security certified cheque, amounting to not less than twenty percent (20%) of the Total Tendered Price. Such certified cheque or cheques will be negotiated by Owner following receipt; or
 - (c) an irrevocable Letter of Credit from a chartered Canadian bank, in a form acceptable to Owner, for an amount of not less than twenty percent (20%) of the Total Tendered Price. Such Letter of Credit shall expire forty-five (45) days following the date set herein for

completion of the Contract and drafts drawn upon the letter of Credit shall be exercised by advice to the Bank of Nova Scotia, Water Street Branch, St. John's, Newfoundland and Labrador, Canada.

- .2 The successful Tenderer shall be reimbursed for the Performance Bond and Labour and Materials Bond at the actual cost to the limits of the bonding rates tendered in Schedule A - TENDER SUBMISSION.

IT 23 Health, Safety and Environment

- .1 Owner endorses the Certificate of Recognition from the Newfoundland and Labrador Construction Safety Association (NLCSA) for Work related to the construction industry. For those Tenderers with a construction industry SIC code, Tenderer must submit with tender, proof of a valid Certificate of Recognition form the NLCSA or proof of a valid certificate from a similar accreditation / safety program acceptable to Owner.
- .2 The successful Tenderer shall within 10 business days from notification by the Owner of the intent to award the Contract, submit to Owner, for review and approval, its occupational health and safety management program or policy required under occupational health and safety legislation.
- .3 The successful Tenderer is expected to be fully aware of safety provisions of the Contract, in particular the requirements set out in Schedule B – GENERAL CONDITIONS, GC 26 – Occupational Health and Safety.
- .5 The successful Tenderer shall within 10 business days from notification by the Owner of the intent to award the Contract, submit:
 - Worksheet D – Contractor Risk Assessment Form, and located in Schedule A – TENDER SUBMISSION, to record the risk assessment control methods to be employed by the Contractor.
 - Worksheet E - the Contractor Personnel & Qualifications Form. The Contractor shall list the number of expected work personnel and their required training, certificates and licenses required to complete the Work. Personnel listed whose qualifications cannot be verified by Owner may not be permitted by Owner to participate in aspects of the Work.
 - Contractor shall provide a list of all personnel expected to perform the Work as well as evidence of training records, qualifications and licenses required for the Work. The Contractor shall complete and submit to Owner a Worksheet E - Contractor Personnel & Qualifications Form, located in Schedule A – TENDER SUBMISSION. This form is to be submitted prior to commencement of the Work.
- .6 Owner endorses the Environmental Awareness Program of the Newfoundland and Labrador Construction Safety Association for Work related to the construction industry. For those Tenderers with a construction industry SIC code. Within 10 business days from notification by

Owner of the intent to award the Contract Tenderer shall provide proof of completion, or proof of registration to complete by its supervisors and managers who will be engaged in the Work, of this Environmental Awareness Program or a similar program acceptable to Owner.

IT 24 Training

.1 Certificate of WHIMIS Training

Contractor shall, prior to commencement of Work, obtain and deliver proof of a valid certificate of WHIMIS training acceptable to Owner.

.2 Certificate of Power Line Hazards Safety Training

Contractor shall, prior to commencement of Work, obtain and deliver proof of a valid certificate of Power Line Hazards Safety Training acceptable to Owner.

.3 Certificate of Emergency First Aid Training

Contractor shall, prior to commencement of Work, obtain and deliver proof of a valid certificate of Emergency First Aid Training acceptable to Owner.

IT 25 Confidentiality of Information

- .1 Tenderers are referred to the confidentiality requirements of the Contract as set out in Schedule B – GENERAL CONDITIONS, GC41 – Confidentiality. Confidential Information in the Contract Documents, including drawings, shall only be used for purposes of tendering upon the Work provided for in the Contract Documents, and for purposes of prosecution of the Contract, if awarded.

IT 26 Access to Information

- .1 Owner and its Affiliates are subject to provisions of Newfoundland and Labrador legislation, including, but not limited to, the Access to Information and Protection of Privacy Act, S.N.L. 2002 c.A-1.1 (as amended) (“ATIPP Act”), and consequently the public may have a right of access to records of Owner and its Affiliates, including tender submissions.
- .2 The ATIPP Act provides an exception which may sometimes be enforceable when access to information relating to a third party is requested however there may be instances when Owner is required to provide a member of the public with access to such information.
- .3 Owner shall not be liable for any claims, costs, losses or damages experienced by a Tenderer or Contractor as a result of Owner’s release of information to another party pursuant to the provisions of the ATIPP Act. Tenderer should familiarize itself with the provisions of the ATIPP

Act.

IT 27 Additional Work

- .1 In a project of this nature, it is known that Unscheduled Work may arise. Unscheduled Work means additional work arising during the performance of the Contract that is not specified in the Specification. Since it is very likely that such Unscheduled Work may be required, the anticipated cost of such work must be taken into account when evaluating the Tenders received. To this end, an estimated amount of dollars for labor related to Unscheduled Work will be added to the total firm price for the Work defined in the Specifications. The estimated cost for labor related to the Unscheduled Work shall be calculated at \$2,500,000.00. This is not to be considered as either a guarantee or a limitation of extra work.

- .2 The Unscheduled Work may involve the use of Materials and therefore, the anticipated cost of these Materials must be taken into account when evaluation the Tenders received. The estimated cost of these materials is \$2,500,000.00. However, this amount shall not be considered as either a guarantee or a limitation on the value of the Materials associated with the performance of the Unscheduled Work. Materials to be used in the performance of the Unscheduled Work shall be purchased at the direction of the Owner and the Contractor shall be reimbursed for such purchases at a net actual cost, allowing for discounts and rebates to Contractor, plus 10% to cover overhead and profit.

**SCHEDULE A
TENDER SUBMISSION
(This will become
Schedule A to the
Contract)**

CONTRACT TITLE: Engineering Procurement and Construction for a Turnkey 100 MW (Nominal) Combustion Turbine Generator at the Holyrood Thermal Generating Station

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TENDER

Tender by _____ a Company duly incorporated under the laws of

_____ or:

a partnership, joint venture or consortium carrying on business under the firm name and style above stated, the names, addresses and places of incorporation, if any, of all the partners or members of the firm being the following:

and having its head office at _____

to: NEWFOUNDLAND AND LABRADOR HYDRO
P.O. Box 12400
Supply Chain Management
4th Level, Hydro Place
St. John's, Newfoundland and Labrador
A1B 4K7

Attention: Theresa Barnes, Buyer
Supply Chain

CONTRACT 2014-57952-TB

NAME AND ADDRESS OF TENDERER

(Name of TENDERER)

(Address of TENDERER)

POSTAL CODE: _____

TELEPHONE: _____

FAX: _____

GST/HST REGISTRATION NO. _____

(a) Tenderer has carefully examined the Contract Documents, including the following addenda:

Addenda Numbers: _____ # dated _____
 _____ # dated _____
 _____ # dated _____

relating to a Contract for the Work and Tenderer hereby accepts and agrees that all Addenda form part and parcel of the said Contract and agrees that Owner shall not be responsible for any errors or omissions in this Tender.

- (b) Tenderer hereby tenders and offers to enter into the Contract, and to do all of that which is set out in the Contract Documents, on the terms and conditions and under the provisions set out in the Contract Documents, at the rates and prices set out in Appendix X, Schedule of Prices.
- (c) Tenderer agrees to carry out Change Orders if required by Owner, as provided for in the Contract Documents.
- (d) Tenderer encloses herewith
 - i. A Tender Bond No. _____ in the amount of \$ _____ issued by _____
that is licensed to conduct business under the Laws of the Province of Newfoundland and Labrador, subject to being acceptable to Owner, in the form set out in Schedule A - TENDER SUBMISSION Appendix I Form of Tender Bond. OR
 - ii. A certified cheque in the amount of \$ _____ drawn on a Canadian chartered bank payable to Owner, OR
 - iii. An irrevocable Letter of Credit in the amount of \$ _____ from a Canadian chartered bank substantially in the form set out in Schedule A - TENDER SUBMISSION, Appendix II, made payable to Owner and with an expiry date ninety (90) days following the date set herein for receipt of Tenders. Drafts drawn upon the Letter of Credit shall be exercised by advice to the Bank of Nova Scotia, Water Street Branch, St. John's, Newfoundland and Labrador, Canada, with all charges payable by Tenderer.

which shall be and remain the property of Owner in the event of failure of Tenderer to execute the Contract or, if requested by Owner, provide the Performance Security as herein required. |

- (e) Tenderer agrees that this Tender is open to acceptance and irrevocable for sixty (60) days and that Owner may, at any time within sixty (60) days from the date and time specified in the Contract Documents for the receipt of Tenders, accept this Tender whether any other Tender has been previously accepted or not.
- (f) Tenderer agrees that within fourteen (14) days of receipt of notification of acceptance of this Tender, it shall provide all deliverable set out in Letter of Award with the time periods noted therein and execute the Contract substantially in the form of the draft.
- (g) The Tender Security and all Appendices accompanying this Tender form part of this Tender.

(FOR EXECUTION BY A CORPORATION)

Signed and delivered on behalf of

_____, Tenderer.

(Signature of Witness)

(Signatures of Signatories)

(Offices of Signatories)

(Corporate Seal to be affixed)

Dated at _____, this _____ day of _____, 20____.

(FOR EXECUTION OTHER THAN BY A CORPORATION)

Signed and delivered on behalf of

Tenderer.

(Signature of Witness)

(Signatures of Signatories)

(Offices of Signatories)

Dated at _____, this _____ day of _____, 20____.

Appendix I: Form of Tender Bond

\$ _____
 _____ No.

KNOW ALL MEN BY THESE PRESENTS THAT _____ hereinafter called "**PRINCIPAL**", and _____, a corporation created and existing under the laws of _____ and duly authorized to transact the business of Suretyship in the Province of Newfoundland and Labrador, hereinafter called "**SURETY**", are held and firmly bound unto NEWFOUNDLAND AND LABRADOR HYDRO as Obligee, hereinafter called "**OBLIGEE**", in the amount of _____ Dollars (\$_____) lawful money of Canada, for the payment of which sum, well and truly to be made, **PRINCIPAL** and **SURETY**, jointly and severally, bind themselves and each of them and their and each of their heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, PRINCIPAL has submitted a written Tender to **OBLIGEE** dated the ____ day of _____, 20 ____, for _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid **PRINCIPAL** keeps the Tender open for acceptance for sixty (60) days from the closing date of Tender and the aforesaid **PRINCIPAL** shall have the Tender accepted within such sixty (60) day period, and the aforesaid **PRINCIPAL** shall, within the time required, enter into a formal Contract and give the specified security to secure the performance of the terms and conditions of the Contract, then this obligation shall be null and void; otherwise **PRINCIPAL** and **SURETY** shall pay unto **OBLIGEE** the difference in money between the amount of the Tender of the said **PRINCIPAL** and the amount for which **OBLIGEE** legally contracts with another party to perform the Work if the latter amount be in excess of the former.

PRINCIPAL and **SURETY** shall not be liable for a greater sum than the specified amount of this Bond.

Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

IN WITNESS WHEREOF, PRINCIPAL and **SURETY** have Signed and Sealed this Bond this ____ day of _____, 20 ____.

THE COMMON SEAL of PRINCIPAL)	
was hereon affixed in the presence of:)	By _____
)	
_____)	And _____ (Seal)
(Witness)		(PRINCIPAL)

THE COMMON SEAL of SURETY)	
was hereon affixed in the presence of:)	By _____
)	
_____)	And _____ (Seal)
(Witness)		(SURETY)

SURETY's Address _____

Appendix II - Letter of Credit

(Bank)

(Date)

Irrevocable Standby Documentary Credit

Ref. No. _____

To: NEWFOUNDLAND AND LABRADOR HYDRO
P.O. Box 12400
Hydro Place
St. John's, Newfoundland and Labrador
Canada A1B 4K7

Pursuant to the request of our customer _____ (hereinafter called **Contractor**), we hereby establish an Irrevocable Standby Documentary Credit in your favour, in connection with performance of requirements stipulated in Contract 2014-57952-TB, "Engineering Procurement and Construction for a Turnkey 100 MW (Nominal) Combustion Turbine Generator at the Holyrood Thermal Generating Station", issued by you, for a sum not exceeding a total of _____ Dollars (\$ _____).

All or part of the amount available under this Credit is payable to you on demand upon presentation of your drafts at sight drawn on the Bank of Nova Scotia, Water Street Branch, St. John's, Newfoundland and Labrador, Canada.

The effective date of this Credit is _____. This Credit will expire at our office at _____ on _____.

All of your drafts drawn under and in compliance with the terms of this Credit will be honoured if duly presented at before-said branch office of the Bank of Nova Scotia on or before the expiration date notwithstanding any notice that may be given by the Contractor or any other party or person to us not to pay the same.

After the expiration date, we shall not have any further liability to NEWFOUNDLAND AND LABRADOR HYDRO.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce, Paris, France, Publication No. 500), as amended.

Yours very truly, _____

for _____

(Bank)

BANK's Address _____

Appendix III: Surety's Consent

We, _____,

hereinafter called "**SURETY**", hereby undertake on behalf of Tenderer,

(Name of Tenderer)

hereinafter called "**PRINCIPAL**", of _____ to become bound to
(Place)

NEWFOUNDLAND AND LABRADOR HYDRO as **OBLIGEE** for **PRINCIPAL** in a Performance Bond and a Labour and Materials Bond as quoted on below should the Tender of **PRINCIPAL** be accepted for Contract 2014-57952-TB, "Engineering Procurement and Construction for a Turnkey 100 MW (Nominal) Combustion Turbine Generator at the Holyrood Thermal Generating Station" and the execution of other Work relating to such Contract and we understand that the said Performance Bond and Labour and Materials Bond shall be given in the form included in the Form of Tender and shall remain in effect until the expiration of two (2) years from the date on which final payment under the Contract falls due.

The rates per thousand dollars (\$1,000.00) to be charged by us for the said Bonds are:-

50% Performance Bond \$ _____

50% Labour and Materials Bond \$ _____

If the aforesaid Tender is accepted, application for the said Performance Bond and Labour and Materials Bond must be made to **SURETY** within thirty (30) days of the execution of the Contract awarded to **PRINCIPAL**.

For the purpose of this undertaking the terms "Contract" and "Contract Price" shall have the meanings assigned to those terms in the AGREEMENT.

IN WITNESS WHEREOF SURETY has hereunto its hand and Seal subscribed and set this _____ day

of _____, 20 _____.

BY _____

AND _____

(Witness)

SURETY's Address _____

Appendix IV: Form of Performance Bond No.

\$ _____
_____.No.

KNOW ALL MEN BY THESE PRESENTS THAT _____, hereinafter called "**PRINCIPAL**", and _____ a corporation created and existing under the laws of _____ and duly authorized to transact the business of Suretyship in _____, hereinafter called "**SURETY**", are held and firmly bound unto NEWFOUNDLAND AND LABRADOR HYDRO, hereinafter called "**OBLIGEE**", in the amount of _____ Dollars (\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be made, **PRINCIPAL** and **SURETY**, jointly and severally, bind themselves and each of them and their and each of their heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, PRINCIPAL has submitted a written Contract to **OBLIGEE**, dated the ____ day of _____, 20 ____, for Contract. in accordance with the Specifications and Drawings submitted therefor which Contract, Specifications and Drawings, are by reference made part hereof and hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if **PRINCIPAL** shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever **PRINCIPAL** shall be, and declared by **OBLIGEE** to be, in default under the Contract, **OBLIGEE** having performed **OBLIGEE**'s obligations up to the time of default thereunder, **SURETY** may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a bid or bids for submission to **OBLIGEE** for completing the Contract in accordance with its terms and conditions, and upon determination by **OBLIGEE** and **SURETY** of the lowest responsible bidder, arrange for a contract between such bidder and **OBLIGEE** and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which **SURETY** may be liable hereunder, the amount hereinbefore set forth. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by **OBLIGEE** to **PRINCIPAL** under the Contract, less the amount properly paid by **OBLIGEE** to **PRINCIPAL**.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract is due.

SURETY shall not be liable for a greater sum than the specified amount of this Bond.

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

PROVIDED, HOWEVER, that no variation or alteration which may be made in the said Contract, or in the extent, nature, or method of performance of the Work to be performed thereunder, and no extension of time given by **OBLIGEE** for the performance of the said Contract, nor any waiver, forbearance or forgiveness on the part of

Appendix V: Form of Labour and Materials Bond

\$ _____
_____.No.

KNOW ALL MEN BY THESE PRESENTS THAT _____, hereinafter called "**PRINCIPAL**", and _____ a corporation created and existing under the laws of _____ and duly authorized to transact the business of Suretyship in _____, hereinafter called "**SURETY**", are, subject to the conditions hereinafter contained, held and firmly bound unto NEWFOUNDLAND AND LABRADOR HYDRO as **TRUSTEE**, hereinafter called "**OBLIGEE**", for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns in the amount of _____ Dollars (\$ _____) lawful money of Canada for the payment of which sum well and truly to be made **PRINCIPAL** and **SURETY**, jointly and severally, bind themselves and each of them and their and each of their heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS PRINCIPAL has entered into a written Contract with **OBLIGEE** dated the _____ day of _____, 20 ____ for which Contract (including the Drawings, Contract Documents, conditions and other documents referred to therein) is by reference made a part hereof, as fully and to the same extent as if recited in full herein and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **PRINCIPAL** shall promptly make payment to all Claimants as hereinafter defined for all labour and Material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A Claimant for the purpose of this Bond is defined as one having a direct contract with **PRINCIPAL** for labour, Material, or both, used or reasonably required for use in the performance of the Contract, labour and Material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to **PRINCIPAL** to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied toward the purchase price thereof shall only be a claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract.

The prevailing industrial rental value of equipment shall be determined insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Government of Newfoundland and Labrador, Department of Transportation and Works, Highway Design Division's Form 1000 entitled "Newfoundland Equipment Rental Schedule" at the time of Tender close.

- (2) **PRINCIPAL** and **SURETY** hereby jointly and severally agree with **OBLIGEE** as **TRUSTEE** that every Claimant who has not been paid as provided for under the terms of its contract with **PRINCIPAL** before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or

labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its said Contract with **PRINCIPAL** and have execution hereon. Provided that **OBLIGEE** is not obliged to do or take any act, action or proceeding against **SURETY** on behalf of the Claimants or any of them to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of **OBLIGEE** or by joining **OBLIGEE** as a party to such proceeding, then such act, action or proceeding shall be taken on the understanding and basis that the Claimants or any of them who take such act, action or proceeding shall indemnify and save harmless **OBLIGEE** against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to **OBLIGEE** by reason thereof. Provided further that, subject to the foregoing terms and conditions, the Claimants or any of them may use the name of **OBLIGEE** to sue on and enforce the provisions of this Bond.

- (3) No suit or action shall be commenced hereunder by any Claimant:
- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of **PRINCIPAL**, **SURETY** and **OBLIGEE**, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to **PRINCIPAL**, **SURETY** and **OBLIGEE** at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given,
 - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by **PRINCIPAL** under either the terms of the Claimant's contract with **PRINCIPAL** or under the Mechanics' Liens Legislation applicable to the Claimant's contract with **PRINCIPAL** whichever is the greater within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with **PRINCIPAL**;
 - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with **PRINCIPAL**;
 - (b) After the expiration of one (1) year following the date on which **PRINCIPAL** ceased work on the Contract including work performed under the guarantees provided in the Contract.
 - (c) Other than in a court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such court.
- (4) The amount of this Bond shall be reduced by and to the extent of any payment made in good faith and in accordance with the provisions hereof, inclusive of the payment by **SURETY** of Mechanics' Liens which may be registered against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.
- (5) **SURETY** shall not be liable for a greater sum than the specified amount of this Bond.

IN TESTIMONY, WHEREOF, PRINCIPAL has hereto set its hand and affixed its seal, and **SURETY** has caused its corporate seal to be affixed hereto, in accordance with its regulations and in the presence of its duly

authorized officers this _____ day of _____ 20 ____.

THE COMMON SEAL of PRINCIPAL)
was hereon affixed in the presence of:)

_____)
(Witness))

By _____

And _____ (Seal)
(PRINCIPAL)

THE COMMON SEAL of SURETY)
was hereon affixed in the presence of:)

_____)
(Witness))

By _____

And _____ (Seal)
(SURETY)

SURETY's Address _____

|

Appendix VI: Tender Information

(A) Statement of Financial Standing

Tenderer shall provide copy of it financial statements if requested by Owner.

Include name(s) and address(es) of Chartered Bank(s) or Financial Firm(s), or both, for reference(s).

(B) Insurance Summary

Pursuant to SCHEDULE A - INSTRUCTIONS TO TENDERERS and SCHEDULE B - GENERAL CONDITIONS, and SCHEDULE C SPECIAL CONDITIONS the following is a list of insurance coverage Tenderer proposes to maintain over the life of the Contract:

Tenderer to complete insurance summary.

(C) Previous Experience

Complete the following statement of work Tenderer has undertaken during the past five (5) years or is presently engaged in completing similar to that on which it is tendering. (Attach company brochures and other relevant material to fully illustrate the experience, ability, plant and resources to be made available for the Work):

Description of the Work	Client	Location	Completion Date	Value of Completed Work

(D) Work in Progress

Complete the following statement of work which Tenderer is presently engaged in completing and which is similar in character to that described in this Contract.

Description of the Work	Client	Period of Contract	Tendered Value

(E) Proposed Subcontractors

Give the names and addresses of proposed Subcontractors and the part of the Work it is proposed they shall carry out.

Names and Addresses of Subcontractors	(Is Subcontractor Registered in Newfoundland and Labrador yes or no)	WHSCC
		NLCSA COR
Subcontractor Name:	Section of Work To be Subcontracted	
Sub Contraction Address		
Sub Contractor Phone Number:		
Sub Contractor Primary Contact Name:		
Subcontractor Name:	(Is Subcontractor Registered in Newfoundland and Labrador yes or no)	WHSCC
		NLCSA COR
Sub Contraction Address	Section of Work To be Subcontracted	
Sub Contractor Phone Number:		
Sub Contractor Primary Contact Name:		

(F) Proposed Accommodations

Tenderer shall list below the Site accommodations it proposes to use during the performance of the Work.

(G) Summary of Claims

Provide the particulars of outstanding claims against the Tenderer in respect of any tender security and performance security on other Tenderer's projects.

Enter Summary of Claims

Appendix VII: Construction Data

(A) Organization

List hereunder the names and experience of supervisory personnel proposed for the Work under the Contract.

Name	Experience	Job/Position Title

(B) Hours of Work

Show below Tenderer's proposed working hours. If Tenderer proposes to double shift any portion of the Work, attach details.

Working Days per Week	Hours per Working Day	Hours per Week

(C) Classification of Workers by Trade

List in the table below, the various classifications and the respective number of workers proposed to be engaged in the Work, also complete the table below to show the proposed monthly and total person-month complement.

YEAR/ MONTH	<i>Classification of Workers by Trade</i> (To be filled in by Tenderer)									MONTHLY WORK FORCE
	April	May	June	July	August	September	October	November	December	
2014										
TOTAL PERSON-MONTH COMPLEMENT										

(E) Union Affiliations and Hiring Practice

List below the names of Trade Unions with which Tenderer and its proposed Subcontractors have associations, agreements and affiliations. If no associations, agreements or affiliations, so state:

1. Tenderer

Name of Union and Nature of Agreement	Expiry Date of Agreement

Provide details of the proposed labour hiring practice.

2. Subcontractors

Name of Union and Nature of Agreement	Expiry Date of Agreement

Provide details of the proposed labour hiring practice.

(G) Construction Methodology

Tenderer shall describe in detail hereunder (using additional sheets as necessary), its proposed construction methodology for performance of the Work tendered.

This descriptive detail shall show full consideration for the scope of Work scheduled under the Tender and, because of the sensitivity of the Schedule, place particular emphasis on proposed plans relating to:

- mobilization of labour, material and Plant;
- number of Work fronts and sequences of operations;
- intended locations for construction camps;
- provisions for Site communications;
- first-aid services.

The provision of any construction methodology by the Tenderer will not imply approval by the Owner of the means and methods to be employed by the Tenderer in completing the Work.

Appendix VIII: Schedule of Equipment Rental Rates

Preamble

The terms and conditions of this Schedule shall apply only to equipment when used on Changes performed on a cost plus basis in accordance with Clause GC 12.6 of Schedule B - GENERAL CONDITIONS.

The rental rates which are entered in this Schedule shall apply to the equipment provided on the Site for the execution of the Work and shall be paid only in respect of equipment engaged on Changes and Extra Work authorized by Owner in accordance with Clause GC 12.6 of Schedule B - GENERAL CONDITIONS and this Preamble.

Unless otherwise specified, the rates in this Schedule shall include servicing, fuels, lubricants, maintenance, repairs and costs of any nature including overhead and profit, required to operate the equipment at the Site and maintain it in working order.

Rental rates for welding equipment shall include provision for all fuel, oxygen, acetylene and lubricants, but shall not cover the supply of welding electrodes.

The rental rate listed herein for each item of equipment will be paid for the number of operating hours the said item of equipment is engaged on Changes at the request of Owner whether such time is worked on day or night shift, or both.

Payment shall not be made in respect of:

- (a) time during which the equipment is being maintained, repaired or replaced;
- (b) time during which the equipment cannot be used, because of breakdown, fault of the equipment or Contractor, or because of inclement weather conditions.

The rates entered in the Schedule shall be given on an hourly, weekly, and monthly basis and shall exclude operators' wages.

Appendix VIII: Schedule of Equipment Rental Rates (cont'd.)

Proposed Rental Rates

Item No.	Description (incl. model & size)	Attachments	Rates Per Unit, Fully Maintained and Serviced Excluding Operator		
			Per Hour	Per Week	Per Month

The Newfoundland Equipment Rental Schedule rates for equipment (reference Schedule B - GENERAL CONDITIONS, Clause GC 12.6 (c)) shall be modified by a discount or premium to be quoted by Tenderer. The discount or premium shall not apply to rates quoted by Tenderer in this Tender.

Equipment rental rate
 - discount enter % ____ percent
 - premium enter % ____ percent

Copies of the “Newfoundland Equipment Rental Schedule” which were current at the time of Tender, and to which the above discount or premium shall be applied, may be obtained from:

Government of Newfoundland and Labrador,
 Department of Transportation and Works,
 Highway Design and Construction Division
 6th Floor, West Block,
 Confederation Building
 P.O. Box 8700, St. John's, NL, A1B 4J6

Appendix IX: Permission Letter – Safety Record

To:
Workplace Health, Safety and Compensation Commission
and to:
Occupational Health & Safety Branch of Service Newfoundland and Labrador

Fax: (709) 778-1110
Fax: (709) 729-3445

Please **PROVIDE** to

Newfoundland and Labrador Hydro
Fax: (709) 737-1795
Attention: Theresa Barnes, Buyer,
Supply Chain

Reference **CONTRACT:** 2014-57952-TB

information concerning our injury statistics and safety record, solely for their use in relation to the above-referenced tender.

Signed by

(Tenderer)

(Name of **TENDERER**)

(Address of **TENDERER**)

POSTAL CODE: _____
TELEPHONE: _____
FAX: _____

Permission letter for use of

Newfoundland and Labrador Hydro
P.O. Box 12400
Supply Chain Department
4th Level, Hydro Place
St. John's, Newfoundland and Labrador
A1B 4K7

Appendix X: Schedule of Prices

PREAMBLE

The lump sum prices in this Schedule of Prices shall be the full inclusive value of the Work described, including all costs and expenses which may be required in and for the construction of the Work, together with all general risks, liabilities and obligations set forth or implied in the Contract Documents on which the Tender is based.

A lump sum price shall be entered against each item in this Schedule of Prices. If no unit price is entered, then the Tender may be considered as incomplete by Owner.

The quantities stated are only estimates and the unit prices entered in this Schedule of Prices shall apply to the actual quantities required for and measured in the completed Work in accordance with the Specifications.

Prices shall exclude the Harmonized Sales Tax (HST), and the applicable HST will be paid as provided for in the Contract Documents.

Tenderer shall price every item provided in the Schedule of Prices, including those listed as optional items. Owner will evaluate all Tenders subject to the criteria specified in Clause IT 15 – Evaluation of Tender.

Tenderers are required to price optional items. Owner may decide not to proceed with any optional item, in which case those optional items will not be considered in the Tender evaluation.

Dependent upon internal budget restraints, after acceptance of a Tender, Owner, in its sole discretion, may elect to delete any item in the Schedule of Prices and the Contract Price shall be reduced by the amount of the price tendered for such deleted item.

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
	Engineering, Procurement, and Construction Services for:				
01	Combustion Turbine Generator	LS			
02	Generator Step Up Transformer	LS			
03	Combustion Turbine Generator Building Envelope	LS	\$8,000,000		\$8,000,000
04	Mechanical Balance of Plant	LS			
05	Electrical Balance of Plant	LS			
06	Protection, Instrumentation, Controls, and Communication - Balance of Plant	LS			
07	Remote Operations Capability	LS			
08	Combustion Turbine Black Start Capability	LS			
09	Civil/Structural	LS			
10	Start-up Commissioning	LS			

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
11	Fuel Oil Storage, Containment, and Distribution	LS			
12	Demineralized Water System	LS			
13	Operator Training	LS			
14	Materials for Unscheduled Additional Work	LS	\$2,500,000		\$2,500,000
15	Labor for Unscheduled Additional Work	LS	\$2,500,000		\$2,500,000
SUB-TOTAL =					

Optional Items:

01	Synchronous Condensing Capability	LS			
TOTAL = (excluding HST) (carry over to page 2)					

Tenderer's Name (please print)

(GST/HST Registration Number)

 Signature of Authorized Representative

 Signer's Name (please print)

 Office Held

Dated at _____, this _____ day of _____, 20____.

 Witness

APPENDIX XI: Certificate of Insurance

DELIVER TO: NEWFOUNDLAND AND LABRADOR HYDRO
 SUPPLY CHAIN, 500 COLUMBUS DRIVE, OR MAIL TO:
 PO Box 12400, St. John's, NL Canada A1B 4K7, t.709.737.1400 f 709.737.1795 www.nlh.nl.ca

DESCRIPTION & LOCATION OF WORK:		
CONTRACT NO.	AWARD DATE:	VALUE (incl. OWNER-FURNISHED MATERIALS) \$

INSURER

NAME:
ADDRESS:

BROKER

NAME:
ADDRESS:

INSURED

CONTRACTOR'S NAME:
ADDRESS:

ADDITIONAL INSURED (Excluding Automobile Liability Policy)

NEWFOUNDLAND AND LABRADOR HYDRO

THIS DOCUMENT CERTIFIES THAT THE FOLLOWING POLICIES OF INSURANCE AND INDICATED COVERAGES 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 NEWFOUNDLAND AND LABRADOR HYDRO

POLICY TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE (Y/M/D)	LIMITS OF LIABILITY
1. <input checked="" type="checkbox"/> Commercial General Liability OR <input type="checkbox"/> Wrap-up Liability Including where indicated: <input type="checkbox"/> Blasting <input type="checkbox"/> Pile Driving or Caisson Work <input type="checkbox"/> Removal or Weakening of Support <input checked="" type="checkbox"/> Environmental Impairment <input checked="" type="checkbox"/> Forest Fire Fighting Expense (min. \$250,000) <input type="checkbox"/> Hook/Hoist/Rigging (min. \$)				MINIMUM \$1,000,000.00
2. <input checked="" type="checkbox"/> Builders' Risk "Broad Form" OR <input type="checkbox"/> Installation Floater "Broad Form" OR <input type="checkbox"/> Piers, Wharves & Docks Rider				\$100% OF VALUE
3. <input checked="" type="checkbox"/> Automobile Liability Insurance				MINIMUM \$1,000,000.00
4. <input checked="" type="checkbox"/> Errors and Omissions Insurance				MINIMUM \$5,000,000.00

THE INSURER AGREES TO NOTIFY NEWFOUNDLAND AND LABRADOR HYDRO, IN WRITING, THIRTY (30) DAYS PRIOR TO CANCELLATION OR MATERIAL CHANGE OF ANY POLICY, EXCEPT IN THE EVENT OF NON-PAYMENT WHERE POLICY CONDITIONS DEALING WITH TERMINATION WILL APPLY.

NAME (print) :	SIGNATURE:	DATE
INSURER'S OFFICER OR AUTHORIZED REPRESENTATIVE		TEL. NO.

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF Choose LOB.
 TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES UPON REQUEST.

Appendix XII: Schedule of Payments

Column 1 below represents Tenderer's estimated monthly value of Work to be performed over the life of the Contract (the equivalent of Tenderer's expected monthly revenue including Work performed and unbilled) and Column 2 below represents Tenderer's expected monthly cash receipts estimated over the life of the Contract.

Year	Month	Tenderer's Estimated Monthly	
		Column 1 Value of Work	Column 2 Cash Receipts
2014	April		
2014	May		
2014	June		
2014	July		
2014	August		
2014	September		
2014	October		
2014	November		
2014	December		
	Total		

Note: Actual payments to Contractor shall be made in accordance with the terms of payment as specified in Schedule D - PAYMENT.



Worksheet C – Contractor Safety & Health Questionnaire - Standard

Nalcor Energy and its subsidiaries (Owner) are committed to providing a safe and healthy workplace for its employees, contractor personnel, subcontractor personnel, vendors and the general public.

Safety and Health performance is a major criteria utilized in the selection of contractors performing work on behalf of Owner. Awarding of contracts will not only be on grounds of price and technical ability, but also on a contractor’s past safety and health performance and present ability to carry out work safely and without risk to health

All Tenders will be evaluated on the basis of the Tenderer’s ability to satisfy the safety standards and requirements of Owner, and any applicable law, regulation or standard. The information that has been provided in Worksheet “C” may be taken by Owner and used as data for use inside of the Contractor Safety Evaluation Tool (CSET) to give each Tender a score. The Tender must score a **70%** or higher in the CSET in order to be considered for further evaluation. A score of less then **70%** will result in the Tender being rejected. The CSET has been developed internally by the Owner and provides a quantitative approach to the evaluation of the information provided by the Tenderer in Worksheet “C”.

1.0 CONTACTOR INFORMATION:

Company Name:	Company Address:	
Total # of off site employees expected to work on this job:	Company Contact:	
Total # of part-time employees expected to work on this job:	Telephone:	Fax:
Total # of employees to be on-site for work on this job:	Email Address:	
Company's Main Activities:		

2.0 WORKERS' COMPENSATION:

Please provide your WHSCC PRIME Incentive Experience Results for **the past three (3) years**.

NOTE: For out of Province vendors, please provide you applicable workers compensation experience rating information.

WHSCC Experience	Yr - 1	Yr - 2	Yr - 3
2.1 WHSCC PRIME Incentive Experience Results (i.e. Refund Applied, Refund Forfeited, or Neither)			
WHSCC PRIME Incentive Experience Percentage			
<i>NOTE: You may be requested to attach copy of WHSCC Three Year Accident Summary Report (obtained from the Workplace Health Safety & Compensation Commission).</i>			

3.0 SAFETY AND HEALTH PERFORMANCE:

Please provide your safety performance record for **past three (3) years and current year to date**, referencing the attached incident definitions and frequency calculations:

Safety and Health Indicators	Current YTD	Yr - 1	Yr - 2	Yr - 3
3.1 No. Total Person hours worked				
3.2 No. Fatalities (FAT)				
3.3 No. Lost Time Injuries (LTI)*				
3.4 No. Medical Aid Injuries (MA)*				
3.5 No. Restricted Work Cases (RWC)*				
3.6 Lost Time Injury Frequency (LTIF)				
3.7 All Injury Frequency (AIF)				
<i>* As per your applicable governing workers compensation board</i>				
<i>NOTE: All recordable incidents shall be recorded once only within the categories provided and shall be recorded as the highest category reported. For example, a Medical Aid (MA) incident, which also results in a Restricted Work Case (RWC), shall be recorded as a Medical Aid only. A MA that subsequently results in a Lost Time Injury (LTI) shall be recorded as a LTI only.</i>				
3.6 Has your company received any OHS stop-work orders, charges, convictions or fines (within the past 3 years) from Services NL, OHS Branch? Yes <input type="checkbox"/> No <input type="checkbox"/>				
<i>NOTE: You may be requested to attach copy of Detailed Company Report by Date for the past 3 years (obtained from Service NL, OHS Branch).</i>				

Use the following Definitions to classify your incidents:

FAT – Fatality: Any death resulting from an injury/illness regardless of time intervening between injury/illness and death will be reported but no days will be charged to the event.

LTi – Lost Time Injury: A work related injury for which an employee requires medical attention and is unable to return to work for his/her next scheduled shift.

MA – Medical Aid Injuries: A work related injury for which an employee requires medical attention; however, he/she is able to return to work for the next scheduled shift.

RWC – Restricted Work Cases: When an employee, due to a work-related injury/illness, is medically determined to be unable to perform one or more routine functions or unable to work the normal time period of their pre-injury/illness work day, they are working in a “restricted” capacity. Routine functions are the work activities that employee regularly performs at least once a week.

Frequency Calculations: The Industry Standard for injury/ illness reporting is based on 200,000 hours. This base represents the equivalent of 100 employees working 40 hours per week for 50 weeks per year.

LTIF - Lost Time Injury Frequency: This Frequency Rate is based on the total number of Lost-Time Injuries or Illnesses, which occurred in the calendar year.

The following formula shall be used:

$$\text{LTIF} = \frac{\text{Number of Lost-Time Injuries} \times 200,000}{\text{Total Person Hours Worked}}$$

AIF – All Injury Frequency: This is based on the total number of fatalities and Lost-Time injuries, plus the total number of Medical Aid Injuries which occurred in a calendar year.

The following formula shall be used:

$$\text{AIF} = \frac{(\text{No. of Fatalities} + \text{No. of Lost-Time Injuries} + \text{No. of Medical Aid Injuries}) \times 200,000}{\text{Total Person Hours Worked}}$$

4.0 SAFETY AND HEALTH MANAGEMENT:

Questions		Yes	No
4.1	Leadership and Administration		
4.1.1	Does your company's Safety & Health, (S&H) Program have a Policy Statement that clearly outlines the Company's commitment to safety & health stewardship?		
4.1.2	Are the S&H Policies posted and communicated to all employees?		
4.1.3	Does your company's S&H Policy outline the specific responsibilities of Management, Employees & Sub-Contractors?		
4.1.4	Does your Management team participate in workplace inspections and observations?		
4.1.5	Does your company hold a Certificate of Recognition (COR) from the NLCSA or other safety management system, which meets or exceeds COR requirements, such as OHSAS 18001 or CSA Z-1000?		
4.1.6	Does your company have procedures for drug and alcohol use in the workplace?		
4.2	Leadership Training		
4.2.1	Does your company provide S&H training to Management personnel?		
4.2.2	Does your company conduct safety orientation training for Supervisors and Managers?		
4.2.3	Are employees oriented to the company's systems and approach to the management of health, safety and environment?		
4.3	Planned Inspections and Maintenance		
4.3.1	Does your company's S&H program outline the requirement for Supervisors and Employees to conduct regular inspections of equipment and conditions at the worksite?		
4.3.2	Does your company's inspection procedure outline responsibility for conducting inspections, including the frequency of inspections, hazard ranking criteria, inspection reporting and follow up requirements for corrective actions?		
4.3.3	Does your company's S&H program require the prompt reporting of hazardous practices and/or conditions at the worksite?		
4.3.4	Does your company have a program that effectively manages preventative maintenance?		
4.3.5	Does your company maintain an inventory of critical parts, equipment and systems and is this inventory formally monitored through the preventative maintenance systems?		
4.3.6	Does your company have a program for identifying and reporting substandard safety practices?		
4.4	Incident / Accident Investigations		
4.4.1	Does your company have a written procedure for the reporting and investigation of accidents and near miss incidents?		
4.4.2	Does your company review and follow-up all incident reports?		
4.4.3	Are incident reports reviewed and signed by Senior Management?		
4.4.4	Is incident data recorded and evaluated for the identification of trends to facilitate system improvement?		
4.4.5	Does your company maintain historical data relating to incidents as well as regularly review and report on such data?		
4.4.6	Is the historical data, statistics and reports available for review?		

Questions		Yes	No
4.4.7	Is formal training provided to those persons responsible for conducting and completing investigation reports?		
4.5	Emergency Preparedness		
4.5.1	Does your company have an Emergency Response Plan related to its activities and specific locations?		
4.5.2	Does your company provide emergency response training to its personnel?		
4.5.3	Does your company conduct regular drills & exercises with its emergency response team to test & review the effectiveness of the emergency response plan?		
4.6	Organizational Rules, Policies & Procedures		
4.6.1	Does your company have a risk assessment process to identify workplace hazards and their appropriate controls?		
4.6.2	Does your company have management programs for high risk work, and make reference to site-specific rules and procedures for the assessment of hazards and safe work planning prior to engaging in high risk work (e.g. fall protection, confined space, etc.)?		
4.6.3	Does your company make reference to following all applicable legislative requirements in the jurisdiction where work is being performed?		
4.6.4	Does your company have specific work procedures for each critical task or is reference made to following specific procedures where required?		
4.6.5	Does your company have procedures to prevent inadvertent operation of equipment, where such operation could result in personal harm (e.g. Work Permit System)?		
4.6.6	Does your company have an engineering/design standard that outlines the company's commitment to following applicable acts, statutes, regulations and industry standards?		
4.7	Employee Knowledge & Skills Training		
4.7.1	Does your company have specific requirements regarding training in: WHMIS, First Aid, CPR, Transportation of Dangerous Goods (TDG)		
4.7.2	Does your company undertake a Safety/Job Orientation for each newly hired or transferred Employee?		
4.7.3	Does your company have a system in place to identify and support new or transferred workers?		
4.7.4	Are training records maintained and available for review?		
4.7.5	Does your company have a process to ensure that only competent workers, including supervision, will be used during the operation?		
4.8	Personal Protective Equipment		
4.8.1	Does your company have a policy or specific rules with respect to the use of Personal Protective Equipment (PPE)?		
4.8.2	Does your company have a formal process addressing the selection, use, care and maintenance requirements for PPE?		
4.8.3	Does your company have in a formal process for determining personnel PPE requirements for its operations?		
4.8.4	Does your company have a Respiratory Protection Program?		
4.8.5	Are those persons required to use respiratory protective equipment been deemed competent and properly trained to do so?		
4.8.6	Are employees provided instruction and training in the proper use and care of PPE?		

Questions		Yes	No
4.9	Health & Hygiene Control		
4.9.1	Does your company have a formal program for the recognition, evaluation and control of occupational health hazards (such as: noise, lighting, radiation, chemical exposure, vibration, ergonomics)?		
4.9.2	Does your company provide accessible and readily available Material Safety Data Sheets at the worksite for the controlled products that are used?		
4.9.3	Does your company have a program to monitor the use of hazardous substance in the workplace?		
4.9.4	Does your company have a WHMIS Program that includes information, training, labeling and Material Safety Data Sheets?		
4.10	OHS Committee / Safety Meetings		
4.10.1	Does your company have an Occupational Health & Safety (OHS) Committee or Worker Safety Representative for each worksite as per OHS Regulations?		
4.10.2	Are your OHS Committee members or Worker Safety Representatives trained as per current WHSCC requirements?		
4.10.3	Does your company inform workers of their rights to know, participate and to refuse unsafe work and the process for work refusals?		
4.10.4	Does your company have a written standard that outlines who is responsible for conducting the meetings, scheduling of meetings, recording the minutes as well as responsibility for completion of corrective actions?		
4.10.5	Does your company hold scheduled safety meetings, such as: General Safety Meetings for all crew and Departmental Meetings for each department at the worksite?		
4.10.6	Are tailboard/toolbox safety meetings conducted?		
4.11	Critical Operations & Task Analysis		
4.11.1	Does your company have a system for the identification of all critical tasks, operations and processes?		
4.11.2	Are procedures developed and periodically reviewed for all critical task, operations and/or processes?		
4.12	System Review & Evaluation		
4.12.1	Does your company conduct periodic audits to measure the effectiveness of your S&H program?		
4.12.2	Are performance-tracking measures compiled monthly and evaluated on a routine basis?		
4.12.3	Does your company have a system to ensure that compliance to their Management Performance Standards is assessed on an annual basis?		
4.13	Standards & Change Management		
4.13.1	Are relevant engineering, classification rules, codes, industry standards reviewed periodically?		
4.13.2	Does your company have a formal process to manage changes to critical tasks, operations, procedures, equipment or personnel?		
4.15.3	Does your company have a written statement that references S&H for purchasing material and renting equipment?		
4.13.4	Is a systematic process used to identify hazards and risk associated with new, or changes to existing work processes and procedures prior to the procedures being used?		

	Questions	Yes	No	N/A
4.14	Personal Communications			
4.14.1	Does your company have a system to ensure that appropriate communication take place during shift and rotation changes (Handovers)?			
4.14.2	Does your company have in place a system to ensure that line management regularly interfaces with its employees on one to one basis?			
4.15	Sub-Contractor Management			
4.15.1	Do you employ Sub-contractors?			
4.15.2	Does your company have a sub-contractor policy?			
4.15.3	Does your company have a formal process for the selection and management of its sub-contractors including periodic evaluation of the Sub-contractors?			

STANDARD SAFETY AND HEALTH QUESTIONNAIRE	
I certify that the information I have supplied on the questionnaire is complete, accurate and true.	
Print name:	Position:
Signature:	Telephone Number:
	Date:

All information received will be treated as strictly private and confidential. No information given will be shared with other parties or reproduced without the express permission of your company.



Worksheet D – Contractor Risk Assessment Form

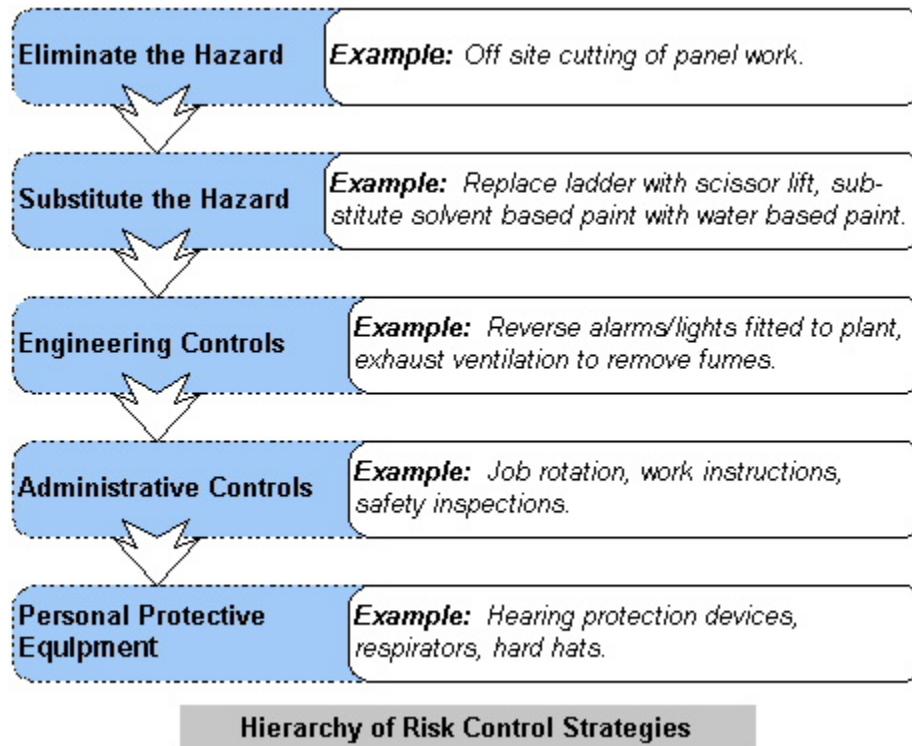
The attached Risk Assessment Form shall be completed by the successful Tenderer in relation to the contract works and submitted to Owner for approval prior to commencement. The primary objectives of the Risk Assessment are to:

- Identify hazards associated with contract tasks and activities.
- Determine the level of risk.
- Establish appropriate risk control measures.
- Each major or significant task or activity associated with the contract shall be assessed in terms of the associated hazards. When all hazards have been identified the most likely outcome as a result of an incident shall be determined.

Risks shall be classified according to the following schedule:

- Class 1: Potential to cause death or permanent injury.
- Class 2: Potential to cause one or more lost time injuries.
- Class 3: Potential to cause an injury treatable with first aid.

A primary goal shall be to eliminate Class 1 and 2 risks associated with the contract and should be a major focus of the Risk Assessment. Contractors shall detail risk control measures that adequately address all identified Class 1 and Class 2 risks. When determining risk control strategies, the hierarchy of controls summarized below should be considered.



Where safe work procedures or instructions are developed they must clearly spell out the work sequence, highlighting the procedures required to adequately control each Class 1 and Class 2 risk identified in the risk assessment. All employees involved in the activity shall receive appropriate training in the safe work procedure.

The risk assessment shall be completed on the Risk Assessment Form evaluating the full scope of work associated with the contract. Additional risk assessments may be undertaken during the course of the contract as required (i.e. work undertaken by subcontractors).

The Risk Assessment Form requires the Contractor to complete the following.

- *Specific Task/Activity* – The Contractor should document each major task associated with the contract. This should consider the sequential aspects of the work to be performed from contract commencement to finalization of the contract.
- *Potential Hazards* – The Contractor should identify the particular hazards associated with each activity or task to be carried out.
- *Class of Risk* – Each hazard should be evaluated as a level of risk, described as Risk Class 1, 2 or 3 defined above. Classification in this way provides an indication of priority in terms of determining risk control measures.
- *Control Measure* – The Contractor should identify and document what actions are necessary to eliminate or minimize the hazards that could lead to accident, injury or occupational illness.

Contractor Personnel & Qualifications

List of Potential Training Requirements for Contractor Personnel

1. Safety Orientation
2. Harassment
3. Principles of Loss Control
4. WHMIS
5. Emergency First Aid
6. Standard First Aid
7. Transportation of Dangerous Goods
8. Traffic Control & Flagging
9. Confined Space Awareness
10. Excavation & Trenching
11. Fall Protection
12. Power Line Hazards
13. Worker Health & Safety Representative
14. Occupational Health & Safety Committee
15. Work Protection Code
16. Ladder Safety
17. Contractor Trade Certifications
18. Environmental Awareness
19. Fire Safety Awareness
20. Rigging and Hoisting

Depending upon the nature of the work other technical type training may be required, eg: forklift operation, crane operation, blasting, to be determined at preparation of contract by project manager.

Worksheet G - Contract Closeout and Evaluation Form

Project Name/Activity: _____						Filing No. _____
Location: _____						Copies to: _____
Contract Title: _____						_____
Contractor: _____						_____
Contractor Representative: _____						_____
Purchase Order No. _____						Complete Date: _____
Start Date: _____						Telephone No.: _____
Contract Owner/ Project Manager: _____						Telephone No.: _____
Contract Administrator: _____						_____
Instructions: <ul style="list-style-type: none"> ▪ Review rating for each criteria with Owner Contract Management Team members after Contractor demobilizing. ▪ Review rating with contractor and lessons learned. ▪ Send a copy of this form to Safety and Health Department and Supply Chain Management. ▪ Indicate your rating for each criteria by checking the appropriate box (<input checked="" type="checkbox"/>) and provide specific performance comments. ▪ Attach documentation to support performance. 						
Criteria	Evaluation Factors	Acceptable	Unacceptable	Acceptable with Conditions	Comments	
(1) Preparation and Mobilization	A. Acceptance and understanding of scope/ resource, procurement readiness. B. Pre-job planning and readiness, documentation deliverables.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
(2) Work Execution	A. Schedule compliance. B. Employee management (adequate manpower). C. Quality of work (minimum rework, quality control, etc.). D. Claims and extras. E. Scope improvements/efficiencies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
(3) Demobilization	A. Removal of materials and waste. B. Site remediation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
(4) Safety	A. Number of incidents. B. Contractor compliance with safety (Company and OHS regulations). C. Contractor's ability to ensure all subcontractors' safety compliance. D. Established and maintained good housekeeping and job planning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	

**SCHEDULE B
GENERAL CONDITIONS**

**(This will become
Schedule B to the
Contract)**

CONTRACT TITLE: Engineering Procurement and Construction for a Turnkey 100 MW (Nominal) Combustion Turbine Generator at the Holyrood Thermal Generating Station

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GC 1 Definitions

- .1 "Affiliate" means a body corporate directly or indirectly controlling, controlled by or under direct or indirect common control with Owner or Contractor, as the context requires.
- .2 "Authority" means any governmental, regulatory or other authority having jurisdiction, or purporting to have jurisdiction, in respect of the parties hereto, the Works and/or the Contract.
- .3 "Business Day" means Monday through Friday inclusive, except any days that are observed by the Owner as holidays.
- .4 "Change Order" means a written amendment to the Contract covering a substitution for, addition to or deletion of any Work or other requirement of the Contract, the performance of or compliance with which is contemplated by the Contract Documents and which may result in a change in the method of adjustment or the amount of the adjustment in the Contract Price, if any, or an adjustment in the Contract time, if any.
- .5 "Confidential Information" means all information and knowledge which is the exclusive property of Owner and/or its Affiliates or of any third party which is being used by, or is in the control or possession of Owner and/or its Affiliates (whether or not the subject of a separate non-disclosure or confidentiality agreement between Owner and/or its Affiliates and such third party), including without limiting the generality of the foregoing, technical information, Data, documents, Drawings, reports, analyses, tests, designs, plans, drawings, models, correspondence, communications, data, specifications, formulae, lists, customer names, computer programs, software, technology, techniques, methods, processes, services, routines, systems, procedures, practices, operations, modes of operation, apparatus, equipment, know-how, manuals, business opportunities and trade and/or other secrets, whether verbal, written or existing, stored or communicated in any form or medium, together with all copies thereof, however and whenever made; but excludes (but solely to the extent demonstrably established by Contractor) the following:
 - (a) information or knowledge which is part of the public domain or that, through no fault of Contractor, any Subcontractor or their respective personnel, becomes part of the public domain at some future time but only thereafter;
 - (b) information or knowledge which is, legally and as a matter of right, in Contractor's possession as of the date of the Contract and not the subject of another non-disclosure or confidentiality agreement between Owner and Contractor or Owner and any third party (including any of Owner's Affiliates);
 - (c) information or knowledge which has been or is hereafter furnished or made known to Contractor, legally and as a matter of right, by third parties (other than any of Owner's Affiliates) without any restriction on use or disclosure; and
 - (d) information or knowledge which is bona fide independently developed by Contractor, provided that such information or knowledge has been developed entirely without reference to, or consideration of, the information or knowledge hereinbefore described;
- .6 "Consultant" means a person, firm, association or corporation designated by the Owner and may include those licensed to practice as a professional consultant, and includes architects and engineers.

- .7 "Contract" means the agreement between the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents, together with approved Change Orders, and represents the entire agreement between the parties.
- .8 "Contract Documents" comprise those documents listed in Clause C1 of the Contract and any addenda thereto which are incorporated therein by reference, together with each and every schedule or appendix annexed to or expressly incorporated in any of the foregoing and/or forming a part thereof, each and every document, plan, drawing, specification, instruction and rule referred to therein or in any such schedule or appendix and each and every amendment thereto made in accordance with the Contract.
- .9 "Contract Price" means the aggregate of the amounts applicable to the Work as set forth in Schedule A - TENDER SUBMISSION, Appendix X - Schedule of Prices, as may be increased or decreased during the performance of the Work in accordance with the provisions of the Contract Documents.
- .10 "Contractor" means the party or parties named in the Contract with Owner for the Work and the successors and permitted assigns of the said party or parties.
- .11 "Contractor's Representative" means Contractor's representative appointed from time to time by Contractor and designated to the Owner in writing to act as Contractor's representative for the purposes of the Contract.
- .12 "Contract Time" means the time from when the Contractor is required to commence the Work until the date stipulated in Schedule C - SPECIAL CONDITIONS, Clause SC 3 for completion of the Work.
- .13 "Data" means all technical and economic knowledge, know-how and other information prepared or developed during the course of the performance of the Work or arising out of the Work and in particular, but without limitation of the generality of the foregoing, includes economic evaluations, plans, maps, drawings, field notes, sketches, photographs, specifications, reports, improvements, inventions, secret processes, licenses, formulas, technology, geological surveys and evaluations, and core samples.
- .14 "Defect" means in respect of Contractor and any Subcontractor:
 - (a) any work done or Materials, designs, services or equipment supplied, provided or furnished; or
 - (b) that is of poor workmanship, is damaged, defective or deficient; that causes the Works, or any part thereof, or the work, supply and/or services of any other contractor, or part thereof, to be damaged, defective or deficient; or
 - (c) that is otherwise not in full accordance with, or in full compliance with, the Contract; and
 - (d) any Work omitted from being done or Materials, designs, services or equipment omitted from being supplied, provided or furnished.
- .15 "Dispute" means any dispute between the parties to the Contract as to the interpretation, application or administration of the Contract, or any failure to agree where agreement

between the parties is called for.

- .16 "Drawings" means the drawings listed in Schedule E - SPECIFICATIONS and all of the following:
- (a) Construction Drawings - all drawings prepared by or on behalf of Owner showing the details of the Work to be performed and issued by Owner to Contractor from time to time during the performance of the Work;
 - (b) Drawings of Owner-Furnished Material and Owner-Furnished Plant - all drawings prepared by or on behalf of Owner showing details of Owner-Furnished Material and Owner-Furnished Plant and issued by Owner to Contractor from time to time during the performance of the Work;
 - (c) Contractor's Drawings - all drawings prepared by or on behalf of Contractor and accepted by Owner showing details of Plant to be employed on the Work and of temporary works to be constructed in connection with the Work and submitted to Owner by Contractor from time to time during the performance of the Work;
 - (d) Manufacturer's Drawings - all drawings prepared showing details of Material to be incorporated into the Work and submitted to Owner by Contractor from time to time during the performance of the Work;
 - (e) Shop Drawings – all drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which the Contractor provides to illustrate details of portions of the Work;

and all revisions thereof made in accordance with the Contract.

- .17 "Final Acceptance" has the meaning stated in Schedule C - SPECIAL CONDITIONS, Clause SC 8.
- .18 "Harmonized Sales Tax" or "HST" means all amounts exigible pursuant to Part IX of the Excise Tax Act (Canada), including, for greater certainty, the taxes commonly referred to as the goods and services tax (GST) and the harmonized sales tax (HST);

.19 "Intellectual Property Rights" means:

- (a) any and all proprietary rights anywhere in the world provided under:
 - i. patent law;
 - ii. copyright law (including moral rights);
 - iii. trade-mark law;
 - iv. design patent or industrial design law;
 - v. semi-conductor chip or mask work or integrated circuit topography law; or
 - vi. any other statutory provision or common law principle applicable to this Contract, including trade secret law, any of above which may provide a right in either Data, Contract Documents and their contents. Drawings, Materials, Plant, Specification, Confidential Information, Work, ideas, formulae, algorithms, concepts, inventions, processes or know-how generally, or the expression or use of such.

- (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing;
 - (c) all licenses and waivers and benefits of waivers of the intellectual property rights set out in above, all future income and proceeds from the intellectual property rights set out in above, and all rights to damages and profits by reason of the infringement or violation of any of the intellectual property rights set out in above.
 - (d) all such rights to any such intellectual property rights set out above developed by Contractor, Subcontractors or their servants, agents and employees during and in connection with the performance of the Work.
- .20 "Law" or "Laws" means all statutes, regulations, by-laws, statutory orders, ordinances and decrees, ministerial orders, requisitions, rules, codes or specifications having application to the parties hereto, the Works and the Contract, enacted, issued, promulgated, made or adopted by any Authority, and includes such Laws as amended or varied from time to time.
- .21 "Material" means material, supplies, plant, machinery, equipment, tools and buildings and all other items built into or intended to be built into or form a permanent part of the Work. All Material, except where expressly designated "Owner-Furnished", shall be furnished by Contractor.
- .22 "Notice" means any notice, request, demand, document, order, instruction or other communication by the terms of the Contract required or permitted to be given by either party to the other.
- .23 "Owner" is the entity identified in the Contract and includes its successors and assigns.
- .24 "Owner's Representative" means Owner's Representative appointed from time to time by Owner.
- .25 "Owner-Furnished" as a prefix to the words Material or Plant, means that Material or Plant provided by Owner and delivered by Owner to Contractor in accordance with the terms of the Contract Documents.
- .26 "Plant" means material, supplies, plant, machinery, equipment, tools and buildings, including warehouses, offices, batch plants, camps, garages and shops and all other items consumed or used or intended to be consumed or used in the performance of the Work and not built into or forming a permanent part of the Work.
- .27 "Project" means the total of the work and services contemplated of which the Work may be the whole or a part.
- .28 "Province" means the Province of Newfoundland and Labrador;
- .29 "QST" means all amounts eligible pursuant to An Act Respecting the Québec Sales Tax (Quebec), commonly referred to as the QST or TVQ;
- .30 "Schedule" means the work schedule (including milestone) in respect of the Work as set out in Schedule C - SPECIAL CONDITIONS, Clause SC 3.

- .31 "Site" means the designated site or location where the Work or part of the Work is to be performed as identified in Schedule C - SPECIAL CONDITIONS, Clause SC 1.
- .32 "Specifications" is that portion of the Contract Documents consisting of the requirements and standards for the performance of the Work and include the technical specification and Drawings.
- .33 "Subcontractor" means any person, firm or corporation employed by or having a direct contract with Contractor for the performance of any portion of the Work including supply of labor and/or the furnishing of goods, materials, equipment and/or services, but excluding employees of Contractor.
- .34 "Tax" or "Taxes" means any tax, fee, levy, rental, duty, (including, for greater certainty, all customs duties, anti dumping and countervailing duties) charge, royalty or similar charge including, for greater certainty, any federal, state, provincial, municipal, local, aboriginal, foreign or any other assessment, governmental charge, imposition or tariff wherever imposed, assessed or collected, and whether based on or measured by gross receipts, income, profits, sales, use and occupation or otherwise, and including, without limitation, any income tax, capital gains tax, payroll tax, fuel tax, capital tax, goods and services tax, harmonized sales tax, value added tax, sales tax, withholding tax, property tax, ad valorem tax, transfer tax, franchise tax or excise tax, together with all interest, penalties, fines or additions imposed, assessed or collected with respect to any such amounts;
- .35 "Work" means all of the work to be performed by Contractor or Subcontractor as described in Clause C2 of the Contract and as contracted herein whether tangible, or intangible and including Intellectual Property Rights conveyed or licenced to the Owner herein, as the context requires, and any extras or amendments to the Work.
- .36 "Work Day" means any day other than a day that is observed by the construction industry as a holiday in the Province of Newfoundland and Labrador.

GC 2 Owner's Instructions

- .1 All claims of Contractor, all questions concerning interpretation of the Contract Documents or the acceptable fulfilment of the Contract on the part of Contractor, and all questions as to compensation, shall be submitted in writing to Owner, or Consultant (if any), for determination.
- .2 All determinations and instructions of Owner shall be final, and shall be conclusively deemed to be accepted by Contractor as being in conformity with the Contract Documents without recourse to any courts of law or other forum, unless Contractor shall, within seven (7) calendar days after Owner notifies Contractor of any such determinations or instructions, files with Owner a written protest, stating clearly and in detail the basis thereof.
- .3 At all times Contractor shall proceed with the Work in accordance with the determinations and instructions of Owner, subject to any right of action for compensation or extension of time that Contractor may have where a protest is filed within the time prescribed in this Clause GC 2. Contractor shall be solely responsible for requesting instructions or

interpretations as required by the Contract Documents and shall be solely liable for all costs and expenses arising from its failure to do so.

- .4 The Owner shall give Notice to the Contractor of the name of the Owner's Representative who shall have authority to act for Owner.

GC 3 Contractor's Representative

- .1 Prior to commencing the Work Contractor shall give Notice to Owner of the name of Contractor's Representative who must be approved by Owner. The Notice shall include the name, address and telephone number (by day and night) of the Contractor's Representative. Contractor's Representative shall have complete charge and authority over the Work unless Owner is otherwise notified by Contractor stating the limits of authority of the Contractor's Representative. Contractor shall give Notice to the Owner prior to any changes being made thereto.
- .2 Upon the written request of Owner, the Contractor's Representative shall be replaced immediately with a competent person acceptable to Owner.

GC 4 Contractor's Investigations

- .1 Contractor acknowledges that it has fully informed itself in regard to the conditions of the Site and in regard to the local and other conditions affecting the performance of the Work as a whole, and in particular but without limiting the generality of the foregoing, in regard to meteorological, geological, labour and transport conditions and the character of the terrain.
- .2 Contractor shall have the sole responsibility of satisfying itself concerning all conditions which may affect the cost of or the time required for the performance of the Work. Time lost, damage or cost suffered by Contractor due to conditions differing from those anticipated by Contractor, including without limitation adverse weather shall not entitle Contractor to additional compensation or be a reason for extension of time within which the Contract is to be completed, or both, except as provided in Clause GC 11 - Site Conditions.
- .3 Any and all information and Data furnished by Owner or referred to in the Contract Documents are not intended as representations or warranties, but are furnished for information only. Contractor agrees that it has satisfied itself as to the accuracy of such information and Data and accepts full responsibility for any use by it thereof. It is expressly understood that Owner shall not be responsible for any deductions, interpretations or conclusions drawn therefrom by Contractor.

GC 5 Performance of Work

- .1 Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the requirements of the Contract Documents. The Contractor shall be solely responsible of all means, methods, techniques, sequences, procedures and safety and for coordinating all parts of the Work.

- .2 Contractor has entered into the Contract and shall perform the Work as an independent contractor and not as an employee or agent of Owner. Contractor shall have exclusive and complete control over its employees, Subcontractors or agents, and shall be solely responsible for their acts and omissions.
- .3 Contractor shall organize and schedule its performance of the Work so as to comply at all times with the Schedule as set forth in the Contract Documents. Contractor shall make all necessary arrangements for and shall furnish and carry out to the satisfaction of Owner, without additional cost to Owner, all overtime and shift work as may be required from time to time in order to complete the Work in accordance with the requirements of the Contract.
- .4 Contractor shall give Owner full information, including copies of working Drawings, in advance of its plans for carrying on each part of the Work. If at any time before the commencement or during the progress of the Work, any part of Material, Plant, labour force or any of its methods of executing the Work, appear to Owner to be inadequate to ensure the required quality, safety or rate of progress of the Work, Owner may order Contractor, at Contractor's expense, to change or improve its Material, Plant or methods, or increase its labour force and Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of Owner to issue such orders shall relieve Contractor from its obligation to secure the degree of safety, the required quality of Work and the rate of progress required by the Contract Documents. Contractor shall be solely responsible for the safety and adequacy of its Material, Plant, labour force and construction methods.
- .5 Contractor shall employ only competent and skilful persons to do the Work. Owner may give notice to Contractor when an person on the Site or performing the Work is, in Owner's opinion, incompetent or disorderly, or has refused to carry out the provisions of the Contract Documents, or is otherwise unsatisfactory. Upon Contractor's receipt of such Notice, such employee shall be discharged immediately from the Work and shall not be employed again on the Work except with the written consent of Owner.
- .6 Contractor shall not hire employees of (i) Owner, (ii) other contractors to Owner, or (iii) Subcontractors, without a written release from such employers. Contractor shall be solely responsible for acts and omissions of employees and agents leaving its and Subcontractors' employ for any reason until such employees and agents have left the Site.

GC 6 Prosecution of the Work

- .1 Time is of the essence.
- .2 Contractor shall prosecute the Work with due diligence and energy and complete the Work and each phase thereof, including final clean-up of its Work areas at the Site, within the applicable time set forth in the Contract Documents.
- .3 Neither party to the Contract shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure. "Force Majeure" means Acts of God, acts of public enemies, acts of a competent Authority and includes any other cause which could not have been avoided by the exercise of reasonable human foresight and skill.

GC 7 Material

1. Whenever, in the Schedule E - SPECIFICATIONS, Material is specified by patent or proprietary name or by the name of a manufacturer, without the words "or equal" or words conveying the same meaning following the specified name, Contractor shall provide the Material specified. Where the words "or equal" or words conveying the same meaning follow the said specified name, Contractor may offer for Owner's consideration Material which shall be equal in every respect to that specified, provided however that if, in the opinion of Owner, the Material offered by Contractor is not equal in every respect to that specified, then Contractor shall furnish the Material specified.
2. It is the Contractor's responsibility to ensure that the substituted Material is equivalent to the Material specified with regard to design, function, durability, operation and quality.
3. In offering Material in place of specified Material or where required by the Schedule E - SPECIFICATIONS or by Owner, Contractor shall submit samples and full information concerning Material for Owner's review and approval at least thirty (30) days prior to the date Contractor proposes to order the said Material. The information required shall include, but shall not be limited to, records of prior use for similar applications and certified test reports. Approval by Owner of substitution does not relieve the Contractor from its obligation to ensure that the substitute is equivalent to the Schedule E - SPECIFICATIONS.
4. Unless otherwise provided elsewhere in the Contract Documents, all Material shall be new and of the most suitable grade for its intended use.
5. Contractor shall store Material brought to the Site for the Work in locations shown on the Drawings, or to such other area or place as may be specifically authorized by Owner.
6. Contractor shall make available to Owner, if requested, all packing and delivery slips for Material shipped to the Site by Contractor.
7. To control scheduling and completion of the Work, Contractor shall immediately advise Owner in writing of losses or damage to Material and Plant by theft, fire or accident.

GC 8 Plant

- .1 Before proceeding with the erection of any Plant, Contractor shall furnish Owner with information and Drawings of all Plant and information as to capacities and capabilities of the Plant. Contractor shall furnish additional information as Owner may request.
- .2 Contractor shall confine its Plant, Material, storage and operations to the Work areas shown on the Drawings or as specifically authorized by Owner.

GC 9 Access to Work

- .1 Owner, its inspectors, agents and employees and other persons authorized by Owner shall, at all times and for any purpose, have access to the Work and the premises used by

Contractor and Subcontractors for the performance of the Work and Contractor shall provide safe and proper facilities therefor.

- .2 Owner, its inspectors, agents, employees and other persons authorized by Owner shall at all times have immediate access to all places where Material or Plant is being manufactured, produced, or fabricated for use in the Work, and shall be provided with full facilities for determining that all such Material or Plant is being made strictly in accordance with the Contract Documents. Contractor shall, whenever so requested, give Owner access to all subcontracts, purchase orders, invoices, bills of lading, Specifications, Drawings and similar Documents as are deemed necessary by Owner for proper inspection and expediting.
- .2 All subcontracts and purchase orders for Material or Plant shall contain a provision to the effect that the order is subject to inspection and that it may occur at any time during manufacture and prior to shipment, by Owner, its inspectors, agents and employees and other persons authorized by Owner.

GC 10 Inspection

- .1 Contractor shall be responsible for inspection and quality assurance of all Material and Plant to assure compliance with the Schedule E - SPECIFICATIONS and for this purpose Contractor shall appoint qualified inspectors.
- .2 All Material, Plant and Work shall, at Owner's option, be subject to inspection, examination and test by Owner or its authorized representatives at all times and all places. Owner shall have the right to reject defective Material, Plant and Work. Contractor shall, at its expense, correct rejected Work and replace rejected Material or Plant, all to the satisfaction of Owner, and Contractor shall segregate and promptly remove rejected Material or Plant and dispose of same in accordance with Clause GC 27 - Clean Up.
- .3 Contractor shall furnish promptly all facilities, labour, Material and Plant necessary for any inspections and tests that may be required by Owner. All inspections and tests shall be performed in such a manner that the Work will not be delayed unnecessarily.
- .4 Material shall not be shipped from the place of production or manufacture to the Site or be incorporated in the Work prior to inspection by or without the consent of Owner.
- .5 Owner may at any time before Final Acceptance examine Work already performed by removing, disassembling or tearing out same. Contractor shall, on request from Owner, promptly furnish all necessary facilities, labour, Material, Work and Plant for such examination. If such Work is found to be defective in any material respect, or if it is found that such Work is not in conformity with the Contract Documents, or if Contractor has failed to comply with the requirements of Clause GC 10.4, the expense of such examination and of satisfactory reconstruction shall be at the cost to Contractor and no extension of time for performance of Work shall be granted. If, however, such Work is found to meet the requirements of the Contract Documents, as determined by Owner, and Clause GC 10.4 has been complied with, Contractor shall be entitled to additional compensation in accordance with Clause GC 12 - Changes in the Work for the cost of labour, Plant and Material necessarily involved in the examination and replacement and in addition, if completion of the Work has been delayed thereby, Contractor shall be granted a suitable extension of time

to be determined by Owner in accordance with Clause GC 14 - Delays and Extensions of Time.

- .6 Owner's inspection of Material, Plant and the Work, or lack of such inspection, shall not relieve Contractor of its responsibility to execute the Work in full compliance with all requirements of the Contract Documents.

GC 11 Site Conditions

- .1 Contractor shall promptly, and before conditions are materially disturbed, notify Owner in writing of:
 - (a) subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents; or
 - (b) previously unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work in the Province of Newfoundland and Labrador and of the character provided for in the Contract Documents
- .2 Upon receipt of written notification from Contractor, Owner shall promptly investigate the said conditions and, if it finds that such conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, performance of the Contract, an equitable adjustment shall be made by Change Order as defined in Clause GC 12 – Changes in the Work. No claim of Contractor for adjustment hereunder shall be allowed unless Notice has been given as required.

GC 12 Changes in the Work

- .1 Owner may at any time make changes in the Work or the Contract which may require Contractor to perform extra Work. Before any change in the work is commenced, such change or extra Work shall be authorized by a written Change Order specifying the basis of the compensation to be paid to the Contractor.
- .2 Owner will issue to Contractor written Change Orders which may be accompanied by additional or revised Drawings. Upon receipt of such Change Order, Contractor shall promptly commence the ordered Work so that, subject to Clause GC 12.3, all the dates set forth in the Schedule shall be met.
- .3 Within ten (10) calendar days of receipt of such Change Order, Contractor shall advise Owner in writing of any anticipated change in the Schedule arising from the Change Order. If, in the opinion of Owner, such change in the Schedule is justified, an equitable adjustment in the time for completion of such items will be made and the Schedule shall be revised to reflect such adjustment and shall be resubmitted for approval.
- .4 If any change or extra Work causes an increase or decrease in the actual cost to Contractor of completing the Contract in comparison with what Contractor's actual cost would have been had no change or extra Work been made, an equitable adjustment to the Contract

Price will be made in accordance with the following provisions and the Contract shall be modified accordingly by a written Change Order.

- (a) Any claim by Contractor for equitable adjustment to the Contract Price because of a change or extra Work shall be submitted to Owner in writing within thirty (30) calendar days from the date of receipt by Contractor of the notification of change. For changes or extra Work, such adjustment shall be made as follows:
 - i. to the extent set forth in the Contract Documents, applicable unit prices shall apply;
 - ii. to the extent such unit prices alone are not applicable, in the opinion of Owner, adjustment shall be made on the basis of a lump sum or a combination of lump sum and unit prices as agreed upon by Contractor and Owner;
 - iii. to the extent adjustment is not made as provided in subparagraphs (i) and (ii) of Clause GC 12.4 adjustment shall be computed in accordance with Clause GC 12.6.
 - (b) To the extent that the provisions of Clause GC 12.4 (a)(i) are not applicable in the opinion of Owner and the provisions of Clause 12.4 (a)(ii) have not been agreed upon prior to Contractor's commencement of the Work constituting the change, Contractor shall maintain records of its costs in accordance with Clause GC 12.6 below, during the performance of the change or extra Work until such time as the change is completed and payment shall be made on a cost plus basis pursuant to Clause GC 12.6.
- .5 Contractor shall not perform changes or extra Work unless authorized by a written Change Order which specifies the basis of compensation to be paid Contractor for the changes or extra Work. If such changes or extra Work is not to be performed on a lump sum or unit price basis, the Change Order shall specify that the change or extra Work shall be performed on a cost plus basis and payment shall be made pursuant to Clause GC 12.6.
- .6 Where Clause 12.4(a)(iii) is applicable, Contractor shall maintain records of the actual cost to contractor of completing the extra Work and payment for such extra Work shall be in accordance with the following provisions:

(a) Direct Labour Costs

Charges for all of the labour furnished and used by Contractor in the performance of changes and extra Work shall be made for all worker classifications up to and including working foremen. Charges shall not be included for superintendents, assistant superintendents, general foremen, office personnel, timekeepers and maintenance mechanics. Hourly rates charged shall be no higher than that used or employed under work of similar character in the performance of the Contract.

The time charged to changes or extra Work shall be subject to the daily approval of Owner and evidence of such approval shall be submitted by Contractor with its billing. Labour rates used to calculate the costs shall be those rates in effect during the accomplishment of the changes or extra Work. The direct labour costs shall include, in addition to the direct payroll costs, payroll taxes and insurance, vacation allowance, subsistence, travel time and any other payroll additives required to be paid by Contractor, by law or collective bargaining agreements with respect to any labour furnished by Contractor for which compensation is to be paid on an hourly basis.

(b) Premium Time

Premium time costs shall be paid for classifications in (a) above for overtime work for which the Owner has given prior written authorization. . The payroll percentage additives stipulated in Clause GC 12.6 (f) shall not apply to premium time costs.

(c) Equipment Costs

For the operation of equipment with a new unit cost of five thousand dollars (\$5,000.00) or more, Contractor shall be reimbursed at the "operated rate", excluding operator, to be determined as follows:

- i. For the operation of equipment, Contractor shall be reimbursed at the "hourly operated rate" in accordance with the Schedule A - TENDER SUBMISSION Schedule of Equipment Rental Rates of, approved by Owner, including additional items of equipment added thereto from time to time with the approval of Owner.
- ii. For equipment for which no hourly rate is provided in the Schedule A - TENDER SUBMISSION Appendix VIII - Schedule of Equipment Rental Rates, Contractor shall be reimbursed at the "hourly operated rate" provided in the edition of the publication of the Government of Newfoundland and Labrador, Department of Transportation and Works, Highway Design Division's Specification Book, Division 10, Form 1000 entitled "Newfoundland Equipment Rental Schedule" current as of the date of the Contract. For this Contract, references within Form 1000 to Department shall be construed as meaning Owner.
- iii. For equipment for which no hourly rate is provided in the Schedule of Equipment Rental Rates and which is not listed in the Newfoundland Equipment Rental Schedule, as described in Clause GC 12.6 (c) (ii), Contractor shall be reimbursed at an hourly rate, approved by Owner.
- iv. Unless Contractor, within seven (7) days of notification of a change or extra Work, advises Owner otherwise, the hourly rate shall be computed as either:
 - .7 for equipment not owned by Contractor, the standard rate charged to Contractor by an equipment rental company, plus a rate agreed by Owner for the provision of fuel, lubricants and normal maintenance provided by Contractor; or
 - .8 for equipment owned by Contractor, the dollar value obtained by multiplying together the following two components:
 - (a) the purchase cost to Contractor of Contractor-owned equipment; and
 - (b) a percentage hourly rental factor of 0.00066 (equal to 1/1515);

where the percentage hourly rental factor is based on the ownership and operating costs of the equipment used on a single shift basis. Where equipment is operated on a double shift basis, the hourly rate will be reduced to five/sixths of the single shift rate (i.e. using a percentage hourly rental factor of 0.00055 (equal to 1/1818)).

- i. Payment at the operated rate described above shall be the full compensation to Contractor, other than the cost of the operator, for the supply and operation of the equipment. The cost of the operator shall include direct labour costs as provided for in Clause GC 12.6 (a) and premium time as provided for in Clause GC 12.6 (b). No premium shall be paid over and above the rate as set out above for the operation of the equipment on shift work, or for operation on Sundays or holidays.
- ii. The operated rate shall apply only for the period when the equipment is actually operating in respect of the Work.
- iii. Payment at an hourly rate to be termed the "stand-by rate" and equal to fifty percent (50%) of the operated rate, shall apply for the period when the equipment is:
 - not operating, but in an operable condition, and held at the Site with Owner's approval in readiness to perform Work; or
 - being transported to or from the location of the cost plus Work, subject to the limitations following.
- iv. Payment at the stand-by rate shall be made for a normal day shift basis only and shall not exceed eight (8) hours in any twenty-four (24) hour period.
- v. The rates set forth shall apply to all equipment which Contractor uses to perform Work on a cost plus basis. The availability of equipment for such Work shall be subject to an agreement between Owner and Contractor for each occasion.
- vi. When the Work performed on a cost plus basis requires the use of equipment not available at the Site, and Owner so authorizes, Contractor will be reimbursed for the transportation costs of bringing such equipment from and returning it to its point of origin.
- vii. In addition to the transportation costs, Contractor will be paid at the stand-by rate, as established herein, for the time the equipment is in transit up to a maximum of eight (8) hours per day up to a maximum of twenty-four (24) hours for any one shipment.
- viii. Time sheets shall be presented daily to Owner, in a form approved by Owner, for equipment rented during the previous day. The time sheets, approved by Owner, shall be the sole basis from which Contractor shall prepare its invoices for payment of equipment rental.

(d) Material Costs

Charges for materials furnished by Contractor and used in performing changes or extra Work shall be the net actual cost, allowing for discounts and rebates to Contractor, and Contractor's invoice shall accompany the billing along with the verification by Owner of such use. All such furnishing and use of such material shall be specifically authorized in

the Change Order. An amount of ten percent (10%) on material costs shall also be allowed.

(e) Subcontracted Work and Services Costs

Charges for Work and services subcontracted by Contractor in the performance or completion of changes or extra Work shall be allowed only when both the Subcontractor and the terms of payment to the Subcontractor have been approved in writing by the Owner before the Subcontractor starts such work. Such charges shall be allowed only for the net actual cost to the Contractor. An amount of ten percent (10%) on subcontracted Work and services costs shall also be allowed.

(f) Payroll Additives

Contractor shall be paid twenty percent (20%) of direct labour costs in Clause 12.6 (a) above to cover employee fringe benefits. The payroll percentage additives stipulated shall not apply to premium time costs defined in Clause GC 12.6 (b).

(g) Tools, Supplies, Overhead, Supervision and Profit

A charge for tools and equipment with a new cost each of less than five thousand dollars (\$5,000.00) and for supplies, overhead, supervision and profits shall be allowed in the amount of the sum of the following percentages of direct labour costs:

- i. Twenty percent (20%) of the total direct labour costs as defined in (a) above, for the initial ten thousand dollars (\$10,000.00) of the total direct labour costs of the specific cost plus items in a Change Order.
- ii. Fifteen percent (15%) of the total direct labour costs, as defined in (a) above, for the amount exceeding ten thousand dollars (\$10,000.00) up to and including one hundred thousand dollars (\$100,000.00) of the total direct labour costs of the specific cost plus items in a Change Order.
- iii. Ten percent (10%) of the total direct labour costs, as defined in (a) above, for the amount exceeding one hundred thousand dollars (\$100,000.00) of the total direct labour costs of the specific cost plus items in a Change Order.

GC 13 Emergency Work

- .1 The Owner may stop or change the progress of the Work whenever in its opinion such stoppage or change is necessary to ensure the safety of life, or the Work, or property. In addition, the Owner may make changes to the Work in such circumstances. Such Work shall be performed on oral orders of Owner and confirmed by written instruction as soon as practicable. In the event of ordered emergency work, Contractor will keep accurate records of actual cost incurred in accordance with Clause GC 12.6 until such time as agreement on compensation is reached. Keeping of such records shall not be construed as an indication that the Contractor will be compensated for the emergency work on a cost plus basis and shall not preclude the possibility of agreement to pay for the Work on a unit price or lump sum basis.

- .2 Upon agreement between Contractor and Owner as to the compensation due Contractor for the performance of such emergency work, the Contract shall be amended by the issuance of a Change Order reflecting such agreement.

GC 14 Delays and Extensions of Time

- .1 Where a delay to the performance of the Work occurs, other than due to Owner, Owner's agents or other contractor, the cause of which was reasonably beyond the control of and not reasonably ascertainable by Contractor at the time the Contract was entered into, Contractor's sole remedy for delay shall be an extension of the time in which the Work is to be performed which may only be extended in accordance with Clause GC 14.2. Adverse weather shall not entitle Contractor to an extension of time or additional compensation.
 - (a) Where a delay is occasioned by the failure of the Owner to provide access or equipment, or other fault of the Owner as stipulated in the Contract Documents, the Contractor shall immediately notify the Owner of such delay and immediately compile and provide all supporting documentation including actual cost and primary data to support the delay claim, the Contractor shall be entitled to:
 - i. An extension of time in which the Work is to be performed in accordance with Clause GC 14.1 (b) and
 - ii. An equitable adjustment for costs which, in the Owner's opinion, Contractor has clearly documented and justified, to the Owner's satisfaction, as having been reasonably incurred by such delay.
 - iii. Contractor shall take all measures necessary to mitigate the impacts of such delay and show evidence satisfactory to Owner to such effect.
 - iv. Failure of Contractor to provide timely notice or data sufficient in the opinion of Owner will disallow the delay claim.
 - (b) If an event occurs which, in the opinion of Contractor, will cause a delay to the Work as described in Clause GC 14.1 for which an extension of time may be made, Contractor shall, within ten (10) calendar days of the commencement of the event, give written Notice to Owner of the cause and of the anticipated outcome of such cause. Owner shall promptly advise Contractor if, in its opinion, the event specified by Contractor does not warrant an extension to the time in which the Work is to be performed. Within ten (10) days after such cause of delay has ceased, Contractor shall file with Owner a written statement of the actual delay, if any, resulting from such cause. If the Owner agrees the cause of delay was such as to warrant an extension of the time in which the Work is to be performed, Owner shall issue a Change Order setting forth the number of calendar days by which the Work to be performed shall be extended.
 - (c) Failure by Contractor either to give written Notice to Owner of the cause of delay or to give a written statement setting out the actual delay suffered once the cause of delay has ceased, within the time permitted, shall constitute sufficient reason for Owner not extending the time in which the Work is to be performed.
- .2 The Contract Time may be extended for such reasonable time as the Owner and the Contractor agree. An extension of time shall be the sole remedy to Contractor for delays

described in Clause GC 14.1 and Contractor shall not be entitled to any damages on account thereof.

- .3 In the event of any delay to the Work occurring, Contractor shall take all necessary measures to mitigate the effect of the delay on the Work and be prompt and diligent in proceeding with the performance of the Contract.
- .4 In the event of interruption of the Work by any Authority, or use by such Authority of Contractor's personnel and Plant, time for performance under the Contract shall be extended for a period of time equivalent to such interruption and Owner shall not pay Contractor for services performed by Contractor for such Authority. No extension shall be provided where the interruption of the work was the fault of the Contractor.

GC 15 Ownership

- .1 All Material, Plant and interest of Contractor in real property, licences, powers and privileges acquired, used or provided by Contractor for the purposes of the Work or Contract shall, from the time of such acquisition, use or provision be vested in and become the property of Owner for the purposes of the Work and shall continue to be the property of Owner until:
 - (a) in the case of Material, Owner informs Contractor that it is satisfied that the Material will not be required for the Work, and
 - (b) in the case of the Plant, real property, licences, powers and privileges, Owner informs Contractor that it is satisfied that the interest vested in the Owner is no longer required for the purposes of the Work and the Contract.
- .2 Contractor may not remove Plant from the Site unless otherwise instructed by Owner. Contractor shall not remove Material from the Site or use or dispose of it without the approval of Owner, unless otherwise specifically provided in the Contract Documents or as may be essential for the performance of the Work.
- .3 Contractor shall, unless otherwise provided in the Contract Documents, be solely at risk and be liable for any loss or damage to all such Material and Plant until Final Acceptance of the Work notwithstanding that the Material and Plant are the property of Owner.
- .4 Owner may, upon giving written Notice to Contractor, take possession of or use any completed or partially completed portion of the Work. Such possession or use shall not be deemed to be an acceptance of the Work, nor shall it relieve Contractor of any of its responsibilities under the Contract; provided that Owner, and not Contractor, shall be responsible for ordinary wear and tear with respect to any portion so used by Owner.

GC 16 Drawings and Manuals

- .1 Contractor shall perform the Work in accordance with requirements stipulated in the Contract Documents.

- .2 Construction Drawings may not all be issued by Owner at the commencement of the Work, but may be issued as the Work progresses. To accomplish the timely issuing of Drawings prepared by or on behalf of Owner, Owner and Contractor shall prepare jointly a mutually satisfactory Drawing schedule showing the list of Drawings and dates on which each Drawing will be required for the Work; provided however that in the absence of such a Drawing schedule, such Drawings shall be prepared by or on behalf of Owner to meet the sequence of the Work shown on the Schedule and Owner shall not, except insofar as Clause GC 14 - Delays and Extensions of Time applies, be responsible for delay to the Work resulting from late delivery of Drawings.

GC 17 Protection of Work

- .1 Until Final Acceptance of the Work under the Contract, Contractor shall be responsible for the security of all Material and Plant provided for the Work. Contractor and Subcontractors shall protect all Material, Plant and the Work, whether or not supplied by Owner to Contractor, against loss or damage from any cause whatsoever until the completion and Final Acceptance of the Work, and Contractor shall not remove, use or dispose of them without the written approval of Owner, except as may be essential for the performance of the Work. Contractor shall immediately advise Owner in writing of losses or damage to Material and Plant by theft, fire or accident.
- .2 The acceptance by Owner of any portion of the Work shall not relieve Contractor of any liability for loss or damage to the Project arising out of its continuing other Work at the Site under the Contract or work under any other contract.
- .3 Contractor acknowledges that all Material and Plant destined for the Site may be subjected to frequent handling, heavy hauling and exposed to harsh weather conditions. Contractor shall be responsible for proper preparation of all articles for shipment from source to the Site and Contractor shall make good at its own expense any damages resulting from improper or inadequate preparation. The type of packaging shall be dictated by the nature of the article and the method of transportation but in each case shall be such as will ensure ease of handling and safety of the article. All items requiring handling by cranes shall be fitted with adequate lifting eyes or marked as to sling positions.
- .4 Contractor shall plainly mark (or cause to be marked when shipment is by others) on the outside of all articles shipped, sufficient information to ensure prompt identification. On all bills of lading, address labels and other shipping documents the Project title as defined in SCHEDULE C - SPECIAL CONDITIONS shall be marked in a conspicuous place.
- .5 Contractor and Subcontractors shall take every precaution against causing any damage, for any reason, to property and Material belonging to Owner and to third parties located in, upon or about the Site.
- .6 All Work, including the work of others, which is disturbed, damaged or destroyed in the course of such remedial work shall be made good at Contractor's expense. If Contractor fails to proceed at once with the replacement or the correction of such disturbed, damaged or destroyed work, Owner may, by contract with a third party or otherwise, replace or correct such work, and charge the cost thereof to Contractor, or may avail itself of the remedies set forth in Clause GC 36 - Taking Over Performance.

GC 18 Owner-Furnished Material and Plant

- .1 The Contractor shall take delivery of Material and Plant furnished by the Owner required for the Work and shall be solely responsible for its care, custody and control and, not later than Final Acceptance of the Work, shall return all property which is not incorporated in the Work to Owner at times and to locations specified by Owner in the same condition as received, ordinary wear and tear excepted. Contractor shall, in addition, be solely responsible for maintenance and operation of Plant furnished by Owner and shall maintain and operate it in accordance with manufacturers' instructions and recommendations and in accordance with good practice.

GC 19 Payments by Contractor

- .1 Contractor shall make and cause all Subcontractors to make payments promptly when due for all Material, Plant, labour and services obtained by it or them in the execution of the Work. In the event any Subcontractor fails or neglects to make any such payment when due, Contractor shall immediately pay same. Should Contractor fail to promptly make any payments required to be made by it, Owner may make such payments on Contractor's behalf, and Contractor hereby agrees to the immediate repayment to Owner of all such sums so paid, or to the deduction by Owner of all such sums from any money due or to become due to Contractor. Contractor shall expeditiously settle any outstanding amounts owing to Owner. If payment is not forthcoming within a reasonable time, Owner reserves the right to set off these amounts against progress billing payments or other monies owing to Contractor.
- .2 Contractor shall ensure that all Work performed and Material supplied is and remains free of all claims, liens, privileges or encumbrances of any kind. Owner may, at any time, request Contractor to furnish satisfactory evidence that all Work performed and Material supplied are free and clear of encumbrances, claims, liens or privileges of any nature and kind whatsoever. Such request having been made, Owner shall, in addition to any other remedies, be entitled to withhold any payments due Contractor until such evidence is furnished.

GC 20 Guarantees

- .1 Contractor warrants and guarantees that it shall provide quality workmanship which is first-class in every respect and that it shall furnish Material and Plant which is in accordance with the Contract Documents, and further warrants that all equipment and systems so furnished shall perform in accordance with the requirements of the Contract Documents.
- .2 Promptly upon receipt of Notice from Owner as to any Defects in such workmanship or Material, or deficiencies in performance, Contractor shall remedy such Defects or deficiencies at its expense and to the satisfaction of Owner; provided that, unless some other period is set forth in the Contract Documents, such Defects or deficiencies in performance must have appeared within one (1) year after the date of Final Acceptance of

- the Work and provided further that if any applicable Laws create or allow a more extended liability for faulty workmanship or Material, then the provisions of such Laws shall apply. All work done to remedy such Defects or deficiencies in performance shall be guaranteed and warranted to the same extent and for a one (1) year period after acceptance of such work. If the Defects or deficiencies are not promptly remedied by Contractor to the satisfaction of Owner, Owner may proceed to perform the necessary work at Contractor's risk and expense, and the costs thereof shall be payable forthwith by Contractor to Owner.
- .3 Any and all manufacturers' warranties shall be in the name of the Owner, and originals shall be provided to the Owner at no cost. The time frame of any warranty shall be in addition to any warranty provided by the Contractor herein or otherwise.

GC 21 Determination of Quantities

- .1 The quantity of Work to be paid for under any item for which a unit price is fixed in the Contract Documents shall be the amount or number, as determined jointly by Owner and Contractor and approved by Owner, of units of Work satisfactorily completed in accordance with the Contract Documents. Payment shall not be made for Work done outside the limits specified in the Contract Documents.
- .2 Measurements and computations shall be made by such methods as Owner may consider appropriate for the class of Work measured. Surveys for cross sections and field quantity measurements shall be undertaken jointly by Owner and Contractor. In the absence of clear direction in the contract documents or Drawings, it shall be determined by Owner. Field notes and measurements shall be agreed on by Owner and Contractor before computation of quantities. In the event of any dispute in this regard, Owner's decision shall be final.
- .3 The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work, where not definitely indicated on the Drawings or in the Schedule E - SPECIFICATIONS, shall be as determined by Owner.
- .4 Owner shall not provide scales for actually determining the mass of material but Owner will determine the mass of the items to be paid for on the basis of mass in the most practical manner as determined by Owner. Payment shall only be made for net mass. Owner will require Contractor, in the case of counting loads, to keep detailed records verified by Owner or objective third party.
- .5 Payment for quantities, computed as specified herein, shall constitute full compensation for all furnishing, handling, installing and placing of all the various items of Work for which a unit price is fixed in the Contract Documents. Quantities shown in the Schedule A - TENDER SUBMISSION Schedule of Prices are approximations only and Contractor shall not make claims for additional compensation unless specifically provided for in the Contract Documents.

GC 22 Records

- .1 Contractor and Subcontractors shall maintain full records pertaining to the Contract for two (2) years following the Final Acceptance and shall make them available for audit and

inspection and shall allow copies thereof and extracts therefrom to be taken by Owner and its authorized representatives.

- .2 Contractor shall require all Subcontractors and all firms, corporations and persons directly or indirectly controlled by or affiliated with Contractor and all firms, corporations and persons directly or indirectly having control of Contractor to comply with this Clause as if they were Contractor.

GC 23 Compensation

- .1 Contractor agrees to accept the Contract Price as full compensation for performing the Work pursuant to the terms and conditions of the Contract and for all risks, costs and contingent liabilities of every description arising from or connected with the Work.

GC 24 Other Contracts

- .1 Owner reserves the right to let other contracts in connection with the Project or to do Work with Owner's forces, and Contractor shall properly coordinate the Work with that of such other contractors or Owner's forces with any disagreements to be referred promptly to Owner for settlement and conclusive decision.
- .2 Should any part of the Work depend for its proper execution or result upon the work of others, Contractor shall report promptly to and advise Owner in detail of any Defects or delays in the work of others as may interfere with the proper execution of the Work. Should Contractor fail to so report, it shall have no claim against Owner by reason of the defective or unfinished work of others, except as to latent Defects which would not have been reasonably noticeable by inspection.
- .3 Contractor and Subcontractors shall cooperate in the performance of the Work so as not to hinder, delay or interfere with Owner, other contractors or Owner's forces in the progress of their work.

GC 25 Lines and Grades

- .1 Contractor shall set out the Work from control points and shall be responsible for the preservation of all control points set, or established by Owner. Contractor shall correct at its cost errors arising from its inaccurate setting out or entering into the Work through failure of Contractor to preserve such control points, and shall be responsible for any and all losses resulting therefrom including costs for replacing lost or damaged control points. Any checking by Owner of Contractor's survey and layout work shall not relieve Contractor of any of its responsibilities to perform the Work in accordance with the Contract.
- .2 The Work shall be done to the lines and grades shown on the Drawings, as specified in the Contract Documents or as directed by Owner.

GC 26 Health, Safety and Environment

- .1 Contractor shall comply with all occupational health and safety requirements required by Law, and the Owner's Corporate Safety and Health Program and Contractor Safety Management Program (CSMP).
- .2 Contractor shall provide all safeguards and make available protective equipment necessary for the safety of workers.
- .3 Contractor shall designate a qualified safety site advisor for the duration of the Contract.
- .4 Prior to commencement of Work, all Contractors and sub-contractors' personnel working at Work Site shall attend a site orientation meeting with Owner's Representative regardless of previous attendance related to other specifications or contracts.
- .5 Contractor shall hold tailboard safety talks with its crew prior to commencement of each shift and whenever changes in the scope of work occur. Minutes of these meetings shall be documented, maintained on site and provided to Owner's site safety coordinator.
- .6 Prior to commencement of the Work Contractor shall supply to Owner a safety and health plan specific to the Contract and Work. The safety and health plan shall consider and respond to the site specific safety and health hazards, emergency preparedness, safety issues relevant to the Work and shall document the systems and methods to be implemented for the term of the Contract, including loss prevention. Owner shall review the safety and health plan and formal approval to commence the Work shall be provided subject to acceptance of the safety and health plan. The Risk Assessment Form, Schedule A – TENDER SUBMISSION may be included in the document.
- .7 If during the performance of Work, Owner informs the Contractor that Contractor is not conducting the Work in compliance with the safety and health requirements of the Contract, then the Contractor shall remedy that discrepancy promptly. Owner may direct the Contractor to suspend Work until such time as the Contractor satisfies Owner that the Work will be resumed in conformance with applicable safety and health and environment provisions. If the Contractor fails to rectify any breach of safety and health for which the Work has been suspended, or if the Contractor's performance has involved recurring non-conformance with safety and health requirements, Owner may at its option terminate the Work without further obligation to the Contractor.
- .8 Before commencing Work, Contractor shall at its expense carry out promptly and fully the safety, sanitary and medical requirements as stated herein, or otherwise prescribed by Law, as established in the safety program and as required by Owner. To properly safeguard the safety and health of employees and local communities, Contractor further agrees that failure of personnel to comply with and to enforce the safety rules and fire prevention precautions shall be cause for removal of such personnel.
- .9 Contractor and its subcontractors must report loss incidents and near misses, immediately to the Owner and participate in the Owner's Safe Workplace Observation Program ("SWOP") in the reporting of unsafe work conditions or hazards that may be presented on site. Contractor shall be presented with SWOP Cards and must participate in the program.

Contractor's SWOP reports will be presented to Owner's Representative in the form of a commendation, condition, near miss or loss incident.

- .10 Before commencing Work, Contractor shall, without cost to Owner, require Subcontractors to comply with the provisions of this Clause GC 26 and shall take such action as may be required to ensure such compliance.
- .11 Contractor shall promptly report all occurrences resulting in medical treatment, death or property damage or loss to the appropriate Authorities and Owner and shall provide written details of all such occurrences using prescribed forms where applicable.
- .12 Contractor's safety advisor/coordinator shall conduct regular inspections of the Work Site to detect and correct hazardous conditions and practices. Hazardous conditions noted by Owner will be promptly reported to Contractor's safety coordinator for immediate correction.
- .13 Contractor shall expeditiously provide Owner with copies of the following reports:
 - (a) Accident/incident investigation reports;
 - (b) Work site Inspection reports;
 - (c) Minutes of safety meetings; and
 - (d) Monthly HSE Performance for it and its Subcontractors.
 - (e) WHSCC Clearance Letter for subcontractors upon request.
- .14 Contractor shall provide Owner with a written report on corrective actions taken on all hazardous conditions and practices identified during regular inspections.
- .15 Contractors performing work under a Work Protection Permit shall verify system isolations and de-energization with the Owners permit holder prior to commencing work and complete Work group protection training from a qualified Owner's Representative. .

GC 27 Clean Up

- .1 Contractor shall keep all portions of the Work and other areas occupied by it, including access to such areas it occupies, in a neat, clean, sanitary and safe condition at all times.
- .2 On completion of any portion of the Work, Contractor shall promptly remove from such work area all of its Plant and surplus Material to an approved storage area. Upon completion of the Work and before the letter of Final Acceptance is issued, Contractor shall leave the Site in a neat and clean condition.
- .3 In the event of Contractor's failure to promptly comply with any of the foregoing, the same may be accomplished by Owner at Contractor's expense and the cost of same may be deducted from any money due or becoming due to Contractor whether under this Contract or any other contract.

GC 28 Use of Site

- .1 Contractor shall confine its operations and temporary facilities to locations and limits dictated by Law, ordinances, permits, the Contract Documents and Owner. Following completion of the Work, Contractor shall restore the Site to a condition acceptable to Owner.
- .2 Contractor's forces shall not be permitted access to operating facilities without prior approval of Owner, and Contractor's operations shall be performed with minimum interference with operating plant.
- .3 Contractor shall obtain advance permission in writing from Owner for persons, other than Contractor and Subcontractors, whom Contractor intends to have visit the Site.
- .4 Unless otherwise provided in the Contract Documents, Contractor shall not conduct or participate in or permit any Subcontractors, officers, agents, servants or employees to conduct or participate in any form of private business whatsoever at or near the Site.
- .5 Contractor shall carry out the Work without interference to the rights of citizens living nearby or in any way causing damage, deterioration or discoloration to residences or other buildings.
- .6 Contractor shall report to Owner and expeditiously investigate any complaints caused by its operations and, where a complaint is found to be reasonably justified, take positive steps to minimize or eliminate such cause.
- .7 If Contractor refuses to investigate such complaints, Owner, at its discretion, may make such investigation on Contractor's behalf, and at Contractor's expense. Such direction, or lack of direction, from Owner shall not relieve Contractor from responsibility for any or all damages from any cause as set out in the Contract Documents.
- .8 Contractor and Subcontractors and their employees and agents shall not be permitted to have firearms on the Site.

GC 29 Documents at Site

- .1 Owner shall furnish Contractor, free of charge, such copies of the Contract Documents as are reasonably required for the execution of the Work.

GC 30 Royalties and Title to Property Found at the Site

- .1 Unless otherwise provided in the Contract Documents, the use of all water and the title to and the right to the use or the disposal of all soil, stone, gravel, sand, minerals, timber and all other property discovered, developed or obtained in the performance of the Contract are hereby expressly reserved in Owner.
- .2 The Contractor is not to use any water, soil, stone, gravel, timber, situate on any site under the control of the Owner without express written permission from the Owner. The

Contractor shall arrange for all permits and shall pay for all royalties, duties and permitting fees associated with such use.

GC 31 Subcontracts and Assignments

- .1 Contractor shall not, without having obtained the prior written consent of Owner:
 - (a) subcontract or assign the Work or any part thereof; or
 - (b) assign any monies due or to become due under the Contract; or
 - (c) permit any subcontract to be assigned or transferred.
- .2 No subcontract nor the granting of consent by Owner pursuant to Clause GC31.1 shall relieve Contractor of any of its liabilities or obligations under the Contract, and Contractor agrees that it is fully responsible to Owner for the acts and omissions of Subcontractors and of persons directly and indirectly employed by them in the performance of the Work.
- .3 Nothing contained in the Contract shall create any contractual relationship between any Subcontractor and Owner.
- .4 Any subcontract entered into by Contractor shall ensure compliance by Subcontractor with the provisions of the Contract which are applicable to the portion of the Work to be performed by Subcontractor.

GC 32 Indemnity

- .1 Contractor shall indemnify and hold harmless Owner and any of its directors, officers, representatives, agents, affiliates and employees, from and against any and all liability, losses, damages, claims, costs, charges and expenses, including legal fees, incurred by Owner and any of its directors, officers, representatives, agents, affiliates and employees on account of personal injuries, loss of life, loss of or damage to any personal and real property, and loss of or damage to property belonging to or in the custody of Contractor and Subcontractors or their employees or agents, resulting from or arising out of or in any way connected with Contractor's and Subcontractors' performance of the Work, or the use by Contractor and Subcontractors or their employees or agents of Plant, Material, personnel and services provided by Owner.
- .2 Contractor hereby agrees that it will, at its expense, promptly assume the defence of and fully defend against every such claim, suit or other proceeding, on account of personal injury, loss of life, loss of or damage to any personal and real property, and promptly to pay any and all such costs, charges, legal fees, and other expenses and any and all such judgments that may be rendered against Owner or any of its directors, officers, representatives, agents, affiliates and employees arising out of or in any way connected with Contractor's and Subcontractors' performance of the Work under the Contract.
- .3 If any judgment, attachment, execution or other lien be placed upon or obtained against the interest of Owner in any property, or against any of its directors, officers, representatives,

agents, affiliates and employees, Contractor shall at once cause the same to be discharged and dissolved and may, at the Owners discretion, require further security in the form of a bond or security.

- .4 Contractor shall indemnify and hold harmless Owner from and against any and all encumbrances, claims, liens or privileges of any nature and kind whatsoever arising from or in connection with the Work including, without limiting the generality of the foregoing, claims, liens or privileges arising under any Laws and legal provisions relating to liens or privileges in favour of workers, builders, architects or suppliers of Material.

GC 33 Intellectual Property Indemnity and Ownership

- .1 Contractor shall indemnify and hold harmless Owner and any of its directors, officers, representatives, agents, affiliates and employees from and against any and all losses, costs, damages and expenses, including legal fees, incurred by Owner or any of its directors, officers, representatives, agents, affiliates or employees, as a result of or in connection with any demand, suit, claim, or proceeding based upon infringement or violation or alleged infringement or violation of any patent, trademark, copyright or industrial design and arising out of the possession or use of any or all of the Material or Plant furnished by Contractor and Subcontractors under the Contract, and out of the processes or actions employed by Contractor and Subcontractors in connection with the performance of the Work. Contractor shall also, at its expense, promptly defend against any and all such demands, suits, claims or proceedings and shall pay any and all awards, judgments, damages, costs and expenses, including legal fees, assessed against Owner or any of its directors, officers, representatives, agents, affiliates and employees in any and all such suits or proceedings. Owner shall give to Contractor notice in writing of the institution of any such demand, suit, claim or proceeding and permit Contractor to defend the same and, at Contractor's expense. Owner shall give Contractor information, assistance and authority to enable Contractor to do so. Subject to the approval of Owner, Contractor may, in order to avoid such infringement or violation, substitute, at its own expense, non-infringing Material, Plant or processes or, at its own expense, modify such infringing Material, Plant or processes so they become non-infringing, provided that such substituted and modified Material, Plant and processes shall meet the requirements of the Contract Documents including such testing and demonstration as Owner may require.
- .2 Any royalty, licence, fee or other charge arising from or in connection with the use or incorporation in the Work of any article, device or process, provided by Contractor or Subcontractors to Owner pursuant to the Contract, which is or may become the subject of a patent, trademark, copyright or industrial design shall be for the account of Contractor, and Contractor shall pay any and all royalties, fees and charges. In the event that Owner shall have paid such royalty, fee or charge, Contractor shall promptly reimburse Owner therefor.
- .3 Contractor hereby assigns to Owner all right, title and interest to all such Intellectual Property Rights including the right to file and obtain registration for such Intellectual Property Rights anywhere in the world, Contractor agrees to waive, or have waived, all moral rights which may subsist in any Intellectual Property Rights Contractor agrees to execute, or cause to be executed, such further documents as Owner may prepare and suggest in order to evidence the foregoing assignment to Owner and waiver of moral rights in favour of Owner. Contractor represents and warrants that it has entered into written

agreements with its servants, agents and employee's subcontractors and licensors to give effect to the assignments, waivers and further assurances contemplated herein.

- .4 Owner is and will be the exclusive owner of all of the Intellectual Property Rights. All right, title and interest in the Intellectual Property Rights, will vest in Owner, immediately upon creation and regardless of the state of completion. Contractor will not assert any lien right, or other encumbrance, on the Intellectual Property Rights and will permit Owner to always have full, free and unfettered access to the Intellectual Property Rights.
- .5 To the extent that any Intellectual Property Right does not automatically and immediately vest in Owner, Contractor:
 - (a) hereby assigns and transfers to Owner;
 - (b) agrees to assign and transfer to Owner; and
 - (c) agrees to cause Subcontractors, all Contractor servants, agents and employees, and any other personnel of Contractor or Subcontractors (collectively, the "Contractor Personnel") to assign and transfer to Owner, as and when created, all Intellectual Property Rights, throughout the world. Contractor will cause all Contractor Personnel to waive, for the benefit of Owner and its successors, assigns, licensees and Subcontractors, their respective moral rights (and any similar rights to the extent that such rights exist and may be waived in each and any jurisdiction throughout the world) in and to the Owner IP.
- .6 Contractor agrees to cooperate fully, and to cause all Subcontractors, Contractor servants, agents and employees, and any other personnel of Contractor or Suppliers to cooperate fully, at any and all times with respect to signing such documents and doing such acts and other things reasonably requested by Owner to confirm the assignment of ownership and waiver of moral and similar rights referred to in this Contract and to obtain registrations of Intellectual Property. Without limiting the generality of the foregoing, Contractor represents and warrants that it has entered into written agreements with Subcontractor, all Contractor servants, agents and employees and any other personnel of Contractor or Suppliers to give effect to the assignments, waivers and further assurances contemplated by this Contract.
- .7 Contractor grants to Owner, a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, non-exclusive license to access, use, copy, support, maintain, modify, sublicense, assign, distribute or otherwise exploit any Intellectual Property Right not otherwise conveyed to the Owner under this Contract that is integrated with, embedded in, forms part of, or is otherwise required in order to access, use, copy, support, maintain, modify, sublicense, assign, distribute or otherwise exploit, any other Intellectual Property Rights, Work, Materials or Plant delivered hereunder.
- .8 Contractor agrees that during the term of the Contract and following its termination or expiration, none of Contractor or its Subcontractors, Contractor servants, agents and employees, and any other personnel of Contractor or Suppliers will assert any of their Intellectual Property Rights, that are issued or for which an application for a patent has been made prior to the effective date of the expiration or termination of the Contract, against Owner or any of its directors, officers, representatives, agents and employees in connection

with: (1) the use or procurement of the Work, Materials or Plant provided under the Contract; or (2) the exercise of any of the license rights granted to Owner hereunder.

GC 34 Workers' Compensation

- .1 Contractor shall pay all assessments due under the relevant Law with respect to workplace health and safety. Prior to commencing performance of the Work, Contractor shall obtain and deliver to Owner a certificate or certificates establishing that it is in good standing with the Workplace Health, Safety and Compensation Commission of Newfoundland and Labrador and with the comparable board or commission of any other province having jurisdiction in connection with Contractor's performance of the Work.
- .2 Contractor shall produce a satisfactory certificate showing clearance of all indebtedness under the relevant law with respect to workplace health and safety prior to release of the holdback retained under the Contract.
- .3 Contractor and its Subcontractors shall comply with all Laws respecting workplace health, safety and compensation including the provision for Clearance Letter from WHSCC in good standing.

GC 35 Suspension of Work

- .1 Owner may, at its sole discretion from time to time and for such period as it may deem expedient, delay or suspend the Work, in whole or in part, by giving written Notice thereof to Contractor, who shall immediately give Notice to its Subcontractors. In the event such Notice of delay or suspension is given, Contractor's right to an extension of time and to additional compensation shall be governed by Clause GC 12 Changes in the Work and Clause GC 14 Delays and Extension of Time.
- .2 No such delay or suspension initiated by the Owner shall vitiate or void the Contract or any part thereof. Upon Contractor receiving Notice from Owner requiring it to resume the Work, it shall at once resume and diligently carry on operations.

GC 36 Taking Over Performance

- .1 Should Contractor at any time in the opinion of Owner, refuse or neglect to supply a sufficiency of properly skilled workers, Plant or Material of the proper quality and quantity, or fail in any respect to prosecute the Work or any separable portion thereof with promptness and diligence, or fail in the performance of any of its obligations hereunder, specifically including, without limiting the generality of the foregoing, its obligations to comply with Clause GC 6.2 Prosecution of the Work, or become insolvent or suffer financial difficulties impairing Contractor's ability to satisfactorily perform the Work, Owner may after forty-eight (48) hours written Notice to Contractor, or without Notice in case of emergencies or to protect the Work, correct any such default, or terminate in whole or in part Contractor's right to proceed with the Work or such part of the Work as to which defaults have occurred, and Owner may perform any such obligation and deduct the cost thereof from any money due, or thereafter to become due under the Contract.

- .2 In any such event, Owner may enter upon the Site and, for the purpose of completing the Work, take possession of all Material and Plant thereon belonging to, or under the control of, Contractor and may finish the Work or any part thereof by whatever method it may deem expedient, including the hiring of another contractor or contractors under such terms and conditions as Owner may deem advisable. In such case Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the amount to be paid on the Contract shall exceed the cost of completing the Work, compensation for additional managerial and administrative services and including such other costs and damages as Owner may suffer, such excess shall be paid to Contractor. If such expense, compensation for additional managerial and administrative costs, and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the difference to Owner.
- .3 Where, in the opinion of Owner, Contractor has failed to perform its duties and obligations under the Contract, Owner may use the Performance Security to provide for completion of the Work to the limits of the Performance Security as follows:
 - (a) where the Performance Security has been provided in the form of a Performance Bond and a Labour and Materials Bond, the Work shall be completed in accordance with the terms and conditions stipulated in the Performance Security; or
 - (b) where the Performance Security has been provided in the form of certified cheque(s) or a Letter of Credit, Owner shall use sufficient funds obtained from the Performance Security up to the limit of the Performance Security, to complete the Work, including for any other costs and damages as Owner may suffer.
- .4 Any use of the Performance Security in the form of certified cheque(s) or Letter of Credit, as applicable, to secure completion of the Work shall not invalidate any recourse Owner may have under the Contract for damages for failure of the Contractor to perform under the Contract.
- .5 The Performance Security in the form of a Letter of Credit or in an amount equal to negotiated cheque(s) and subject to any adjustments as provided for in this GC 36 will be returned to Contractor following Final Acceptance of the Contract.
- .6 Failure of Owner to exercise any of the rights outlined in the Contract shall not excuse Contractor from compliance with the provisions of the Contract nor prejudice rights of Owner to recover damages for such default.

GC 37 Termination

- .1 Owner shall have the right in its sole discretion, upon thirty (30) days written Notice to Contractor, to terminate the Contract as to all or any part or parts of the Work not theretofore completed. Such termination shall be effective in the manner specified in the Notice and shall be without prejudice to any claims which Owner may have against Contractor.

- .2 Upon receipt of such Notice, Contractor shall, unless the Notice directs otherwise, immediately discontinue the Work and the placing of orders for Material, Plant and services and shall thereafter do only such work as may be necessary or required to preserve and protect the Work already in progress and to protect Material on the Site or in transit thereto.
- .3 Notwithstanding the provision of Clause GC 37.5, Contractor shall, if requested, make every effort to procure cancellation of all existing orders or subcontracts upon such additional terms as are satisfactory to Owner.
- .4 Upon such termination it is agreed that:
 - (a) the obligations of Contractor shall continue as to the Work already performed and as to bona fide obligations assumed by Contractor prior to date of cancellation or termination; and
 - (b) Owner will pay to Contractor the sum of the following as full compensation under the Contract:
 - i. the value of the Work performed to the satisfaction of Owner prior to such termination as determined by Owner less payments previously made to Contractor; and
 - ii. any expenses which, in the opinion of Owner,
 - (1) were necessitated by the cancellation of such commitments as were not taken over by Owner; or
 - (2) were specifically caused by the termination of the Contract and would not have been incurred had the Contract not been terminated; or
 - (3) were incurred by Contractor in its performance of the Work prior to termination and were not reasonably compensated, provided that in no event shall Owner or any of its directors, officers, representatives, agents or employees be responsible for Contractor's loss of profits or other damages on account of such termination.
- .5 Contractor shall provide for termination of subcontracts and supply contracts on terms whereby:
 - (a) termination may be arranged on short notice and at minimum expense; and
 - (b) no allowance shall be made for loss of profits;

and no compensation shall be payable to Contractor hereunder for obligations which, in Owner's reasonable opinion, were incurred by Contractor through failure to obtain such termination provisions.

GC 38 Dispute Resolution

- .1 Any Dispute between the parties as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for which are not resolved in the first instance by findings of the Owner or the Consultant, if any, shall be settled in accordance with the provisions of this Clause and shall be subject to the provisions of GC 41, Confidentiality.
- .2 The claimant will give written Notice of a Dispute to the other party no later than 30 days after the event giving rise to the Dispute occurs, setting forth the particulars of the Dispute, the probable extent and value of the occurrence giving rise to the Dispute and the relevant provisions of the Contract. The other party will reply to such Notice no later than 14 days after receipt or deemed receipt thereof, setting out in such reply its position, the grounds for such position and the relevant provisions of the Contract.
- .3 If the dispute is not resolved promptly by the parties, Owner may, at any time, in its absolute discretion, give such instructions to Contractor as it deems necessary for the proper undertaking of the Works and to prevent delays pending attempts to settle the Dispute. The parties will thereupon act immediately according to such instructions but by so doing neither party is deemed to have waived any claim it may have. If it is subsequently determined that such instructions were in error or at variance with the Contract, Owner will pay Contractor the direct costs incurred by Contractor in carrying out such instructions beyond that required under the Contract.
- .4 No act by either party will be construed as a renunciation or waiver of any of its rights or recourse in relation to the Dispute, provided such party has given the Notice(s) in accordance with GC 38.2 and complied fully with any instructions given under GC 38.3.
- .5 If the Dispute cannot be settled by negotiation between the parties, then in the event both parties consent in writing, but not otherwise, the Dispute will be determined by mediation, the mediator and the time allowed for mediation to be selected by agreement between the parties. The mediated negotiations shall be conducted in accordance with the procedure adopted by the mediator. In such case, the parties agree to make all reasonable efforts to resolve the Dispute by mediation and agreed to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate mediated negotiations. Either party may determine that mediation is at an end at any time absent agreement to the contrary.
- .6 If the Dispute cannot be resolved by mediation within the period agreed by the parties, either party may give Notice within 10 days after the termination of negotiations or mediation to refer the Dispute to be resolved by arbitration. If the parties agree in writing to resolve the matter by arbitration, it shall proceed in the following manner:
 - (a) The party desiring such reference will appoint an arbitrator and give written Notice thereof, and of its intention to so refer, to the other party, who will within 3 clear days after receipt of such Notice appoint on its behalf an arbitrator, and give written notice thereof to the first party, in default of which the arbitrator already appointed may be designated as the sole arbitrator by the party having made that appointment; and in such event such arbitrator's award is binding upon both parties as if such arbitrator had been appointed sole arbitrator by mutual consent.
 - (b) The two arbitrators appointed in accordance with GC 38.6 (a) will select a third

arbitrator and the award of the 3 arbitrators or a majority of them, made after (i) due notice to both parties of the time and place of hearing the matter referred, and (ii) hearing the party or parties who may attend, is final and binding on both parties, and Owner and Contractor expressly agrees to abide thereby.

- (c) In case the two arbitrators first appointed should fail to appoint a third within seven clear days after they have both been appointed, then either party may serve the two arbitrators with a written Notice to appoint a third arbitrator within three clear days after service of said Notice, failing which, a judge of the Supreme Court of Newfoundland and Labrador, Trial Division, on application by the party who gave the Notice, may appoint a third arbitrator who has the like powers to act and to make an award as if such arbitrator had been appointed by the two arbitrators first appointed.
 - (d) In the case of the death or refusal or inability to act of any arbitrator, or if for any cause the office of an arbitrator becomes vacant, such arbitrator's successor will be appointed in the same manner as is provided for such arbitrator's appointment in the first instance, unless the parties otherwise agree.
 - (e) The place of arbitration will be St. John's, Newfoundland and Labrador, unless the parties otherwise agree.
 - (f) The costs of any arbitration hereunder will be apportioned against the parties or against any one of them as the arbitrator(s) may decide.
- .7 If the parties do not consent in writing to the settlement of the Dispute by arbitration as hereinbefore provided, then each party is entitled to exercise all rights and seek all remedies otherwise available to it at Law or in equity in connection with the Dispute.
- .8 Notwithstanding any disagreement or Dispute relating directly or indirectly to the Work, there shall be no interruption of the Work by Contractor during the continuance of such disagreement or Dispute unless specifically so ordered by Owner in writing.
- .9 All information that is not known to the general public which is produced or communicated in mediation or arbitration proceedings, including the existence of mediation or arbitration proceedings, or the decision or award rendered, whether embodied in documents, things, oral testimony, sworn statements or any other material, shall be confidential and shall not be disclosed to any person not a party to mediation or arbitration proceeding to which such confidential information relates, except as follows:
- (a) with the unanimous written consent of the parties to mediation or arbitration proceeding;
 - (b) to an Affiliate provided that the party that disclosed such information to an Affiliate shall be liable to the other parties for any breach by such Affiliate in respect of the obligations contained in this Clause 38.9;
 - (c) to the legal representatives, expert witnesses or other such persons appointed by a party to mediation or arbitration for the sole purpose of conducting mediation or arbitration proceeding or enforcing the award, provided that any such person agrees in writing to be bound by the terms of this Clause 38.9;
 - (d) as required for the purposes of action to enforce the arbitral award; and

(e) as may otherwise be required by applicable Law.

GC 39 Permits, Taxes, Canadian Custom Duties and Shipping Charges

- .1 In the absence of any express provision to the contrary,
 - (a) Contractor shall pay for all permits, Taxes, Canadian Customs Duties and shipping charges and other Taxes, levies, imposts and assessments of whatsoever nature and kind, imposed by federal, provincial and local laws, and payable upon labor, Material or Construction Plant furnished by Contractor for performance of the Work, except that Owner shall provide and pay for all building permits and any other permits and licenses and easements required for right-of-entry and for permanent structures, or changes thereto.
 - (b) Contractor shall indemnify and save harmless Owner, and shall promptly reimburse Owner for payments made by Owner, in connection with any payments made or required to be made under the provisions of paragraph (a) above.
- .2 Contractor shall not factor into the Contract Price any amount in respect of a Tax payable by Contractor to the extent that such Tax is recoverable, in any manner whatsoever, by the Contractor.
- .3 If and to the extent that Contractor is entitled to reimbursement from Owner under this Agreement for any expense incurred by the Contractor, Contractor shall not include any Taxes which are recoverable (in any manner whatsoever) by Contractor in any claim for reimbursement of such expense.
- .4 In the absence of any express provision to the contrary, the Contract Price shall not be adjusted to reflect any change in cost to perform the Work due to changes in rates of all Taxes and duties or the imposition of new Taxes, which occur after receipt of Tender.
- .5 Contractor shall forthwith provide all documentation and information requested by Owner or by any governmental authority to substantiate rates of Taxes, and without restricting the generality of the foregoing, copies of all contracts, subcontracts and any other documents relating to the Contract Price paid for the Work.
- .6 Contractor shall ensure that the terms of this Agreement applicable to the payment of Taxes shall apply to all agreements with its Subcontractors.
- .7 For greater certainty, Contractor and Owner acknowledge that, notwithstanding any other provision of this Contract, amounts payable by Owner to Contractor pursuant to this Contract are exclusive of any HST payable pursuant to the *Excise Tax Act* (Canada). If Contractor is required to collect from Owner an amount of HST with respect to the provision of any goods or services supplied pursuant to this Contract, then Owner, subject to compliance by Contractor with this Clause, shall pay the amount of such HST to Contractor.
- .8 Contractor represents and warrants that it is now, and shall remain, registered for the purposes of the HST in accordance with Part IX of the *Excise Tax Act* (Canada) for the

- duration of this Contract and that its HST Registration number is provided in Schedule A Tender Submission.
- .9 Contractor shall provide, at all times when any HST is required to be collected, such documents and particulars relating to the supply as may be required by Owner to substantiate a claim for any input tax credits as may be permitted pursuant to the *Excise Tax Act* (Canada) in respect of such HST. Without limiting the foregoing, Contractor shall include on all invoices issued pursuant to this Clause all of the following particulars:
- (a) HST registration number of Contractor;
 - (b) the subtotal of all taxable supplies;
 - (c) the applicable HST rate(s) and the amount of HST charged on such taxable supplies; and
 - (d) a subtotal of any amounts charged for any “exempt” or “zero-rated” supplies as defined in Part IX of the *Excise Tax Act* (Canada).
- .10 Owner shall be entitled to withhold payment or to deduct from Contractor’s compensation to the extent necessary to protect Owner in respect of failure of Contractor to remit or pay any Tax or make any other payment required under applicable laws where Owner, acting reasonably, determines that any such remittance or payment may be assessed against the Owner.
- .11 Contractor agrees to prepare and to file in a timely manner all Tax returns or declarations required by any applicable authority or applicable laws having jurisdiction over this Contract or any portion thereof. Contractor shall lawfully discharge its Tax obligations.
- .12 Subject to the obligation of the Owner to pay HST pursuant to this Clause, Contractor shall pay all Taxes and shall use its best efforts to ensure payment by subcontractors of all Taxes which may be lawfully assessed upon Contractor or any subcontractor by any authority having jurisdiction over Contractor, subcontractor or this Contract.
- .13 Contractor represents and warrants that Contractor is a resident of Canada for the purposes of Canadian income tax legislation. Contractor shall advise Owner, in writing, of any change to the country where Contractor is a resident for Canadian income tax purposes at least sixty (60) days prior to any such change. If Contractor becomes a non-resident of Canada for Canadian income tax purposes, Contractor acknowledges that Owner may withhold Taxes, in accordance with applicable laws, from payments to it of the Contract Price.
- .14 Notwithstanding any other provision of this Contract, to the extent that Contractor is otherwise permitted to assign its interest in this Contract to another person, it shall not be permitted to do so where the other person is not resident in Canada for Canadian income tax purposes, except with the prior written consent of the Owner.
- .15 If required by the applicable laws of any country having jurisdiction, Owner shall have the right to withhold amounts, at the withholding rate specified by such applicable laws, from any compensation payable for the Work performed by Contractor, and any such amounts paid by Owner to an authority pursuant to such applicable laws shall, to the extent of such payment, be credited against and deducted from amounts otherwise owing to Contractor

- hereunder. Contractor shall note on each invoice whether any portion of the Work covered by such invoice was performed inside or outside of Canada for the purposes of Canadian income tax legislation or such other information requested or required by Owner to properly assess withholding requirements. At the request of the Contractor, Owner shall deliver to Contractor properly documented evidence of all amounts so withheld which were paid to the proper authority for the account of Contractor.
- .16 Contractor shall supply and arrange for all Contractor personnel to supply Owner with all information relating to the activities under this Contract that is necessary to enable Owner or its Affiliates to comply with the lawful demand for information by any authority. In the event Contractor does not supply or take all steps to arrange for any subcontractor to supply such information and, as a result, an Authority imposes a Tax or fine upon Owner or any of its Affiliates, Contractor shall forthwith pay or reimburse Owner for such Tax or fine.
- .17 Subject to the obligation of Owner to pay HST pursuant to this Clause, GC39. Contractor shall be responsible for all Taxes (including in particular QST and customs duties) which Contractor or Owner is obliged pursuant to applicable laws to pay for the purchase, sale, installation, construction, importation, exportation or for any other matter in respect of the Work, including in respect of all Contractor's property, personnel and subcontractors. Contractor shall obtain for the benefit of Owner all available exemptions from or recoveries of Taxes and shall employ all prudent mitigation strategies to minimize the amounts of Taxes required to be paid in accordance with applicable laws. In the event Contractor obtains any rebate, refund or recovery in respect of any such Taxes, it shall immediately be paid to Owner to the extent that such amounts were paid by Owner or reimbursed to Contractor by Owner.

GC 40 Laws

- .1 Contractor shall ensure that it and its Subcontractors shall comply with all Laws which regulate the performance of the Work and of all requirements of any Authority over the same. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such Laws, Contractor shall forthwith report the same in writing to Owner.
- .2 Contractor shall ensure that it and its Subcontractors shall at all times observe and comply with all such applicable Laws in effect or which may become effective before completion of the Contract, and shall protect and indemnify Owner, and any of its directors, officers, representatives, agents and employees from and against any and all liability, losses, damages, claims, costs, charges and any expenses arising from or based on the violation of any such Laws, whether by it or by Subcontractors or of either of their employees or agents.

GC 41 Confidentiality

- .1 During the performance of the Contract, Contractor may have access to Confidential Information. Contractor acknowledges that Confidential Information is, as between the parties hereto, the sole and exclusive property of Owner or its Affiliates, as the case may be, and Contractor will not make, or enable, authorize, permit or acquiesce in any other person making, any copy or abstract of any Confidential Information unless (i) such copying or abstracting is done strictly in accordance with the Contract and for the sole purpose of

undertaking the Work in accordance with the Contract, or (ii) with the prior written consent of Owner.

- .2 Contractor will at all times, and both during performance of the Contract and after termination thereof, however caused, hold the Confidential Information in trust for Owner and in strictest confidence, and will not, either during performance of the Contract or at any time after termination thereof, however caused, disclose or permit or acquiesce in the disclosure to any person, firm, corporation or association whatsoever such Confidential Information, except:
 - (a) to an Affiliate provided the party who disclosed such information to an Affiliate shall be liable to the other parties for any breach by such Affiliate in respect of the obligations contained in this Clause GC 41;
 - (b) to the extent such information is required to be furnished in compliance with any disclosure requirements of any Laws, or pursuant to any legal proceedings or because of any order of any court binding upon a party or its Affiliates, provided that the disclosing party shall make all commercially reasonable efforts to give prompt written notice to the other parties before the time of disclosure to allow the other parties an opportunity to seek a protective order or other appropriate remedy;
 - (c) to the Canada Revenue Agency, or any government agency having jurisdiction currently exercised by the Canada Revenue Agency, where such disclosure is undertaken by a party in the course of a tax audit, review or investigation and is in the judgement of that party in its best interest;
 - (d) to prospective or actual professional advisors, contractors or consultants engaged by any party where disclosure of such information is essential to such professional advisors, contractors or consultants work for such party;
 - (e) to a bank, other financial institution or credit rating agency to the extent appropriate to a party arranging for funding, or to provide security;
 - (f) any information which is already in possession of the public or which becomes available to the public other than through the act or omission of a party or of any person to whom such information was disclosed by a party pursuant to this Clause GC41;
 - (g) if received by a party on a non-confidential basis pursuant to applicable Laws or from a source other than a party which disclosure was not a breach or violation of any applicable Laws or other obligation;
 - (h) in respect of information which has been independently acquired or developed by the party without breaching any of its obligations hereunder; and
 - (i) to any mediator or arbitrator in a proceeding pursuant to the Contract.
- .3 Disclosure of confidential information pursuant to Clauses GC41.1(d) or GC41.1(e) shall not be made unless prior to such disclosure the disclosing party has obtained a written undertaking from the recipient person to keep the information strictly confidential upon terms that are no less onerous than the confidentiality provisions of this Agreement and to

use the information for the sole purpose described in Clauses 41(d) or 41(e), whichever is applicable, with respect to the disclosing party.

- .4 Forthwith upon demand by Owner and, in any event, forthwith upon termination of the Contract, however caused, Contractor will, at Owner's option, with respect to all Confidential Information that was provided to Contractor by any person, firm, corporation or association (including Owner and its Affiliates), or that is in Contractor's possession or control or in the possession or control of any Subcontractor or their respective personnel or any other person, firm, corporation or association in respect of which Contractor exercises or is entitled to exercise control, either:
 - (a) destroy such Confidential Information in circumstances and in a manner approved of and supervised by Owner, or
 - (b) return such Confidential Information to Owner.
- .5 Contractor will implement, monitor, control and enforce all measures required or advisable to cause all its personnel and all Subcontractors and their respective personnel to fully observe and comply with this Clause GC 41.
- .6 Contractor will not at any time during the performance of the Contract or at any time after the termination thereof, however caused, disclose to any other person, firm, corporation or association whatsoever the fact of, or any terms in respect of, the Works or the Contract without the prior written consent of Owner, which consent may be arbitrarily withheld.
- .7 Contractor acknowledges and agrees that any unauthorized use or disclosure of Confidential Information may cause irreparable harm and result in significant damages to Owner or its Affiliates, which harm and/or damages may be difficult to ascertain. Accordingly, Owner or any of its Affiliates is entitled to immediately enjoin any breach or reasonably anticipated breach by Contractor and enforce the provisions of this Clause GC 41 by means of injunction or otherwise.
- .8 Contractor, its Subcontractors and its personnel may, at any time and from time to time, prior to commencing or during performance of the Contract and at Owner's request, be required to sign and deliver to Owner a separate non-disclosure agreement respecting Confidential Information. Upon request by Owner, Contractor and/or its personnel will forthwith sign and deliver the same to Owner.
- .9 All publicity releases or advertising dealing with the Work shall be submitted for approval of Owner prior to release to the news media. Contractor shall require all Subcontractors and suppliers to adhere to this requirement.
- .10 The Owner and the Contractor agree that neither will disclose this Contract or any term hereof or any information or documents received by it in connection with the preparation or negotiation hereof or pursuant to the provisions hereof without the consent of the other, provided that disclosure of any of the foregoing shall be permissible in each of the following cases:
 - (a) in the case of information, if the same is available to the public generally;

- (b) if the disclosing party is required to make such disclosure by Law, in connection with any legal proceedings or it is legally necessary to file, record or register the relevant agreement, term, information or document, in which case the other party shall be notified as soon as possible;
- (c) for the purpose of obtaining advice thereon and provided that the recipient of such information agrees to keep such information confidential in accordance with the terms of this Contract; and
- (d) for the purposes of disclosing to a potential purchaser or assignee provided that such purchaser or assignee agrees to keep such information confidential in accordance with the terms of this Contract.

.11 ATIPPA Requests

- (a) Owner and its Affiliates are subject to the provisions of Newfoundland and Labrador legislation, including, but not limited to, the Access to Information and Protection of Privacy Act, S.N.L. 2002, c. A-1.1 (in this Section 17.1, "ATIPPA") and the Energy Corporation Act, S.N.L. 2007, c. E-11.01 (in this Section 17.1, "ECNL Act").
- (b) The parties acknowledge that Owner and its Affiliates may incur disclosure obligations pursuant to the provisions of ATIPPA or other provincial legislation, and disclosure pursuant to such an obligation shall not be a breach of this Contract.
- (c) To the extent that the confidential information meets the third party confidential information tests set out in ATIPPA, or the third party commercially sensitive information tests in the ECNL Act, s. 27 of ATIPPA or s. 5.4 of the ECNL Act, as applicable, will require that disclosure of such information be refused if requested by a third party. Where there is a challenge to such refusal, a review by the Access to Information and Privacy Commissioner, and ultimately the Supreme Court of Newfoundland Trial Division, may occur.

GC 42 Owner's Policies

- .1 Contractor shall use its best efforts to follow the general policies of Owner as promulgated from time to time. The Contractor and its Subcontractors are responsible to obtain such policies from the Owner and to be fully familiar with all such policies that are relevant to its performance of the Work.

GC 43 Insurance

- .1 Liability Insurance

Contractor shall, without limiting its obligations or liabilities, put in place and maintain at its expense such insurance as will protect Contractor and Owner and its Consultants from claims and damages for personal injury, including death, and from claims for property damage which may arise from Contractor's or Subcontractor's operations under the Contract.

All insurance shall include the Owner as an additional insured with a cross liability clause and shall insure against liabilities arising out of or in any way connected with the Work, including two years' completed operations after Final Acceptance. The coverage shall include all extensions including Personal Injury, Owner's Protective Liability, Property Damage on Occurrence Basis, Broad Form Property Damage, Blasting Liability where specified in Schedule C - SPECIAL CONDITIONS, Contingent Employer's Liability, Blanket Contractual, and Employees as Additional Insured. Such insurance shall state that it is primary insurance and that any other insurance carried by Owner shall be specified excess and not contributing thereto.

Such insurance shall have limits not less than the minimum limits specified in Schedule C - SPECIAL CONDITIONS.

The insurance policy shall contain the following clause or one of the like effect:

"The insurance afforded by this policy shall apply, with respect to any liability, or alleged liability, of any one insured to any other insured, or to any employee of such other insured, as if separate policies had been issued to each insured.

It is hereby further agreed that the act or omission on the part of any insured hereunder shall not prejudice the interest of any other insured under this policy.

It is further understood and agreed that any liability insurance carried by Owner shall be considered excess of that provided by this policy notwithstanding the provision of any other insurance clause to the contrary."

.2 Builders Risk Insurance

Contractor shall, at its expense, without limiting its obligations or liabilities, insure the Work and all articles, materials and supplies including Contractor's equipment and buildings and Owner-Furnished Material to the full value of such Work, articles, Material and supplies (such insurance to be in the joint names of Contractor and Owner, as their interests may appear, against all loss or damage from whatever cause arising (other than risks which may be uninsurable under the terms of a Builder's All Risk Policy) for which Contractor is responsible under the terms of the Contract and in such manner that Owner and Contractor and all Subcontractors are covered from the commencement of the Contract until Final Acceptance of the Work.

All yards that are or may be required for marshalling Material shall be specifically named in the Builder's All Risk Policy.

In addition, Contractor shall provide and pay for and cause Subcontractors to provide and pay for All Risks Insurance on Plant and Material while in transit by any means of conveyance in an amount at least equal to the value of such Plant and Material. Such insurance shall be made subject to a waiver of subrogation against any other contractor, subcontractor or Owner.

.3 The insurance specified shall be effected with an insurer licensed to transact business in the Province of Newfoundland and Labrador, and in terms acceptable to Owner.

- .4 Prior to commencement of the Work under the Contract, Contractor shall deposit with Owner a Certificate of Insurance on Owner's form completed and signed by an authorized representative of the Insurer.
- .5 All such insurance shall be maintained continuously until the date the Owner issues a letter of Final Acceptance, including the making good of Work or Material pursuant to Clause GC 20 Guarantees; except that the coverage of completed operations liability shall, in every event, be maintained as provided for in Clause GC 43.1.
- .6 All insurance policies shall contain an term to provide that the insurance shall not be cancelled or materially changed in any way without thirty (30) days notice, except in the event of non-payment when policy conditions dealing with termination will apply. Such Notice shall be sent by prepaid registered mail to the Owner.
- .7 In the event of any such cancellation, reduction, restriction, termination or change or lapse in any insurance, Contractor shall immediately replace such insurance. Failing immediate receipt of evidence of such replacement of insurance, Owner reserves the right to effect such insurance as it considers desirable and Contractor shall pay the premium in respect thereof. However, it is expressly provided that any action on the part of Owner in this respect shall in no way change or reduce Contractor's responsibilities and liabilities under the Contract.
- .8 Additional insurance coverages may be required as provided for in Schedule C – SPECIAL CONDITIONS.

SCHEDULE C
SPECIAL CONDITIONS

**(This will become
Schedule C to the
Contract)**

CONTRACT TITLE: Engineering Procurement and Construction for a Turnkey 100 MW (Nominal) Combustion Turbine Generator at the Holyrood Thermal Generating Station

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SC 1 Project Title and Site Location

1. The Project title is: Supply and Install 100 MW's (Nominal) of Combustion Turbine Generation
2. The Project Site is located at the Holyrood Thermal Generating Station

SC 2 Scope of Contract

1. The scope of the Contract is: Engineering Procurement and Construction for a Turnkey 100 MW (Nominal) Combustion Turbine Generator at the Holyrood Thermal Generating Station
2. Except for Material specifically stated elsewhere in the Contract Documents as Owner-Furnished Material, the Work covered under the Contract comprises the supply of all labour, Plant and Material necessary to construct the Work identified and described in the Schedule E-SPECIFICATIONS, including but not limited to:

Engineering, Procurement, and Construction Services for:

- 100 MW (Nominal) Combustion Turbine Generator
 - Generator Step-up Transformer
 - Combustion Turbine Generator Building
 - Mechanical Balance of Plant
 - Electrical Balance of Plant
 - Balance of Plant Control System
 - Remote Operation Capability
 - Combustion Turbine Black Start Capability
 - Civil/Structural Work; and
 - Start-up Commissioning and operator training
3. Material and Plant which are not specifically mentioned in this Contract Documents but which are usual or necessary for the satisfactory completion of the Work shall be deemed to be included in the Contract and shall be provided by Contractor without extra charges.

SC 3 Schedule

1. The Work will take approximately 7 months to complete and shall be completed no later than December 7, 2014
2. Before commencing mobilization to Work Contractor shall, within ten (10) business days after notice of letter notifying an award of Contract, submit for approval a Schedule showing proposed start and completion dates for the different components of the Work comprising, as a minimum, the requirements in Schedule A - TENDER SUBMISSION, Appendix VI, Construction Data, Work Schedule Bar Chart and the scheduled events listed in SPECIAL CONDITIONS, Appendix I Schedule of Events. Upon approval by Owner, the work schedule shall become the Schedule against which Contractor's progress shall be measured.

3. Unless otherwise agreed by Owner, Contractor shall supply a detailed task based schedule in electronic format for all work. The schedule shall be produced using the following:
 - a. Electronic Format – Primavera (.xer) (preferred by Nalcor) or Microsoft Project (.mmp), latest release or compatible.
 - b. Task Guidelines:
 - i. Each tasks must be clearly defined
 - ii. Tasks shall be linked using predecessors and successors so that any change in schedule can be easily updated.
 - iii. Each task must have a clear start and finish date with resources identified. Establish tasks at a level for which the duration does not exceed frequency of progress meetings. (ex 2 weeks during design, 1 week during fabrication, 1 day during outage)
 - iv. Separate tasks whenever it changes hands. (i.e., prepare shop drawings and review shop drawing are separate tasks).
 - v. Tasks must be limited by working group (4 – 5 individuals)

Term of Service:

1. The term of service is for twelve (12) months commencing on 5/1/2014 and ending on 4/30/2015 as subsequently confirmed on a Blanket Order.
2. The term may be extended by Owner, in its sole discretion, for up to two further terms, each of one (1) year duration at the prices tendered for the applicable option year. In the event of exercise of the option all other provision of the contract shall apply to the option year. The option to extend may be exercised by Owner at least one month before expiry of the then current term of services. Contractor shall, within fourteen (14 days) of exercise of this option by Owner, provide an extension to, or a replacement for, the Performance Security, having an expiry date one (1) year following expiry of the Performance Security in place for the current term of service.
3. Owner reserves the right to extend the contract on a weekly basis, on the same terms and conditions and at the rate pro-rated from the tendered annual lump sum price for a period not to exceed three (3) months beyond the expiry date of the Contract. Owner will provide written notice to Contractor, of such an extension to the term of service, not less than three (3) weeks in advance of such extension.

SC 4 Board, Lodgings and Transportation

1. Contractor shall make all necessary arrangements to house, feed and transport its forces, at its expense, during execution of the Work unless the Schedule E - SPECIFICATIONS provide otherwise.
2. Where site is Churchill Falls, Owner will make suitable board and lodging available to Contractor's employees at no cost to Contractor. Except that where Contractor personnel do not return room keys upon departure from Site, a fee of \$100.00 per key will be deducted from the Contractor progress payments. Contractor shall advise Owner of its requirements prior to commencing Work so that proper arrangements can be made prior to Contractor's personnel coming to Churchill Falls.

Owners' ability to provide lodging is limited and dependent on schedule, Owner may provide lodgings if required outside the approved construction schedule.

3. Contractor shall advise Owner on a weekly basis as to the number of Contractor's personnel at the Site. All living quarters will be provided with reasonable sanitary and washing facilities and failure of any personnel to avail themselves of same may be cause for removal from premises and Site.
4. Contractor shall not establish any camp or catering facilities at the Site.
5. Contractor shall, at its expense, transport all its required personnel to and from the Site. Contractor shall, also at its expense, provide Site transportation for all its required personnel.

SC 5 Construction Meetings

- .1 Unless otherwise authorized by Owner, Work shall not commence until a pre-construction meeting has been held between Owner and Contractor to discuss the Schedule, Work methods and Site safety. The time and place for such a meeting shall be stipulated by Owner.
- .2 Site meetings shall occur unless the Schedule E – SPECIFICATIONS provide otherwise and shall be held at times prescribed by Owner (minimum once a month), which will be determined after commencement of the Work. The Contractor shall organize job meetings and send out notices stating time and place to the Owner, to all Subcontractors and to other persons whose presence are required at the meetings. The Contractor shall take note of all persons attending these meetings and shall, within one (1) week after each job meeting, submit to the Owner, Subcontractors and others present, minutes of the meeting which must show any major decisions made and any instructions or information required.

SC 6 Insurance

- .1 Contractor shall provide, at its cost, insurances with limits not less than stated in this Clause 6. Upon award, as evidence of insurance, Insurer shall be required to provide a completed Certificate of Insurance, on Owner's form located in Schedule A – Tender Submission, Appendix XI, Certificate of Insurance.
- .2 Contractor shall provide Commercial General Liability (CGL) Insurance which shall have a limit of not less than \$1 million for any one occurrence to cover property damage or loss, bodily injury and loss of life including Sudden and Accidental Pollution Liability. Owner has no liability and no coverage under its insurance for Contractor's equipment used in carrying out the Work.
- .3 Contractor shall provide Automobile Liability Insurance with a limit of not less than \$1 million combined for any one occurrence including personal injury, loss of life or property damage or loss.
- .4 In addition, Contractor shall provide All Risk Direct Damage Insurance in an amount not less than the sum of:
 - (a) the amount of the Tender based on estimated quantities

- .5 Contractor shall carry professional errors and omissions liability insurance in an amount not less than five million (\$5,000,000) dollars and shall ensure that each consultant who has a professional liability exposure and who is engaged by the Contractor in the performance of the SERVICES is covered against professional errors and omissions in an amount not less than five million (\$5,000,000) dollars. Such insurance shall be in effect for at least twelve (12) months following FINAL ACCEPTANCE or completion of the PROJECT, whichever is longer. Contractor shall be licensed to practice engineering in the province of Newfoundland and Labrador.
- .6 Additional insurances where required and minimum limits per accident or occurrence required for Work to be performed under this Specification are:
 - Forest Fire Fighting Expense (included under CGL) sublimit - \$ 250,000.00.
 - Environmental Impairment Liability - \$1,000,000.00.

SC 7 Final Acceptance

- .1 At such time as the Work is complete, Contractor shall apply to Owner for a letter of Final Acceptance. Upon receipt of such application, Owner will carry out an inspection of the Work within fifteen (15) days.
 - (a) If, upon such inspection, the Work is found to be satisfactory and Contractor has furnished all test reports and Data, and Plant is removed from the Site, Owner will within seven (7) days of carrying out the inspection, issue a letter of Final Acceptance; or
 - (b) If, upon such inspection the Work is not found to be satisfactory or Contractor has not furnished all test reports and Data, Owner will inform Contractor which items remain to be completed before such a letter of Final Acceptance can be issued.
- .2 The date of Final Acceptance is the date upon which Owner issues the letter of Final Acceptance.

SC 8 Labour Relations

- .1 Contractor shall keep itself and Subcontractors fully informed of all Laws affecting those employed on the Work and shall pay rates of wages and observe working conditions which are in accordance with applicable Laws and acceptable labour practices for the type of work being performed. Owner shall have the right to review any such considerations before Contractor commences Work under the Contract and at any time during the period of the Work to ensure that Contractor's and Subcontractors' obligations with respect to such labour standards are being met.
- .2 Contractor and Subcontractors, in carrying out the Work, shall be subject to collective agreements with unions recognized as having jurisdiction for the type of Work to be performed. Owner shall, at all times during the life of the Contract, have the right to confirm that Contractor is meeting its obligations.

SC 9 Metrication

- .1 The International System of Weights and Measures (SI Metric System) shall be used in measuring the Work. Where manufacturers' products are produced in imperial sizes, substitutions shall be made to the nearest metric size.
- .2 SI Units shall be those referred to in the National Building Code - latest edition and to publications CAN3-Z234.1-79 and CAN3-Z234.2-76 issued by the Canadian Standards Association, as amended.
- .3 For the purposes of this Contract, the abbreviations and symbols that will apply shall be in accordance with the Metric Bulletin SI-6 published by Public Works Canada.

SC 10 Shipping, Unloading, Handling and Storage of Materials

.1 Shipping

- (a) Other than Owner-Furnished Plant and Material, Contractor shall be responsible for all costs associated with shipping Plant and Material, including costs for insurance coverage for Material in transit until delivered and unloaded at the Site.
- (b) Contractor, on request, shall supply Owner with the following information relating to such shipments:
 - i. estimated date of dispatch;
 - ii. summary of the contents of the shipment;
 - iii. method of transport; and
 - iv. estimated time of arrival at the Site.

.2 Unloading and Handling

Except as provided elsewhere, Contractor shall provide all necessary Material handling, transportation, lifting and storage services until incorporation of such Material in the Work.

.3 Storage

Contractor shall coordinate with and receive Owner's prior approval for its storage area requirements and, if required for the Work, provide for erections thereon at its own expense.

SC 11 Protection of Persons and Property

- .1 Work to be performed under the Contract may be performed in close proximity to existing energized facilities, which shall be in operation for the duration of the Contract. Contractor prior to commencement of work shall be solely responsible for the pre-investigation and identification of all potential hazards at the Site and shall take all necessary precautions and adequately instruct all its personnel concerning necessary precautions to be observed.

- .2 Contractor and its Subcontractors, agents and employees shall not enter any areas near energized equipment and shall not perform work on energized equipment without prior approval of Owner
- .3 An Owner's Representative shall be available to advise and instruct Contractor regarding the nature of the hazards that may be encountered. Failure of Owner's Representative to inform Contractor of hazards known to Owner at the work site shall not relieve Contractor of its responsibilities and obligations.
- .4 Contractor shall be solely responsible for providing adequate protective barriers, fencing, signs and other means of identifying the hazard and protecting persons at the WORK SITE concerning hazards and ensuring safe execution of WORK. Contractor shall use industry standard plastic barrier tape that is yellow in colour with black stripes when securing the area of the hazard. Barriers shall be identified with a sign which clearly states Contractor's name, date placed and the reason for the barrier.
- .5 Contractor shall take all measures which it deems necessary or which are required by Owner, or by Law, or by the Contract Documents to maintain the Site continuously safe to life, limb and property.
- .6 Contractor shall be solely responsible for any damage caused to structures, services, or property while in the execution of the Work and shall make good any such damage except repair work on energized equipment which may be carried out by Owner, at its option, and at Contractor's expense.

SC 12 Environmental Protection

.1 Owners Policy:

It is Owner's policy to protect the environment of the areas where the Work is located. Owner uses an Environmental Management System (EMS) registered to the ISO 14001 Standard. Owner has an environmental policy that commits to compliance with legal and other requirements, prevention of pollution and continual improvement. Contractor must be aware of potential environmental impacts of the Work provided. Contractor shall protect the environment of the areas where the Work is located. To ensure protection of the environment, the Work at all times shall be subject to inspection by Owner and relevant Authorities. Normally, all inspections other than by Owner shall be arranged in advance through Owner. Any specific matters relating to environmental protection shall be dealt with between Contractor and Owner.

.2 Owners Responsibilities

Except where noted, Owner shall obtain and provide to Contractor copies of all permits and authorizations required for this work. Contractor shall ensure that all its employees and or sub-contractors are aware of the terms and conditions of these permits, and are in compliance with the conditions of all permits and authorizations.

.3 Contractors Responsibilities

- (a) Contractor shall ensure that its employees and agents and Subcontractors and their employees and agents comply with all applicable environmental Laws, Owner's policy, and

such other rules and regulations as Owner may establish. The Contractor is required to promptly report all environmental incidents to the Owner.

- (b) Prior to mobilization, all Contractor or Subcontractor personnel shall attend a safety and environmental awareness session at a site and location to be determined by Owner. Owner will provide information regarding its Corporate ISO 14001 Environmental Management System, site environmental sensitivities and conditions of environmental approvals acquired, and site safety requirements

.4 Environmental Monitor

Owner shall monitor the work site on a part time or full time basis to ensure compliance with environmental permits and authorizations, and to ensure work performed by the Contractor in a manner that is environmentally acceptable to Owner. Any concerns or acts of non-compliance shall immediately be reported to Owners on site supervisor. Contractor shall ensure any such concerns are addressed in a timely manner that is acceptable to Owner. Any major acts of non-compliance shall lead to delays in production until such time that issues are rectified by Contractor to the satisfaction of Owner. In the event of such a delay or work stoppage, Contractor shall not resume any work activity until directed by Owner.

.5 Contractors and Sub Contractors Personnel

- (a) All Laws pertaining to fish and wildlife (e.g., feeding harassment of wildlife), forest fires, forest travel, smoking and littering shall be complied with by Contractor and Subcontractors and their employees and agents.
- (b) Any contravention of environmental requirements, by Contractor and Subcontractors and their employees and agents, accidental or otherwise, shall be reported to Owner without delay. Contractor shall be responsible for all or any clean-up, reclamation and restorative measures as may be directed by Owner or such Authority.

.6 Storage, Handling and Transfer of Fuels and Other Hazardous Material,

- (a) Contractor and Subcontractors and their employees and agents shall take all necessary precautions to prevent and minimize the spillage, misplacement, or loss of fuels and other hazardous material.
- (b) All storage tank systems shall be registered under and in compliance with the Storage and Handling of Gasoline and Associated Products Regulations, as amended, before commencing operation. Registration does not apply to storage tank systems of a capacity less than 2500 litres that are connected to a heating appliance. Contractor shall supply verification of storage tank registration to Owner.
- (c) Contractor shall ensure that fuels and other hazardous materials are handled only by persons who are trained and qualified in handling these materials in accordance with manufacturers' instructions and government laws and regulations.
- (d) Oils, greases, gasoline, diesel or other fuels shall be stored at least 100 m from any surface water unless otherwise approved by Owner.

- (e) Handling and fuelling procedures shall be such that contamination of ground or water shall not occur.
- (f) Any above-ground fuel container with the exception of those exempted by Law, shall be positioned over an impervious mat and shall be surrounded by an impervious dyke of sufficient height (minimum height 0.6 m) to contain not less than 110% of the capacity of the tank. When more than one tank is enclosed in the dyke area, the dyke shall be of sufficient height to contain not less than 110% of the capacity of the largest tank or 100% of the capacity of the largest tank plus 10% of the aggregate capacity of all the other tanks, whichever is greater.
- (g) All dykes of earthwork construction shall have a flat top not less than 0.6 m wide, and be constructed and maintained to be liquid-tight to a permeability of 25 litres per square metre per day. The distance between a storage tank shell and the centreline of a dyke shall be at least one-half (0.5) the tank height.
- (h) Fuel storage areas and non-portable transfer lines shall be clearly marked or barricaded to ensure that they are not damaged by moving vehicles. The markers shall be visible under all weather conditions.
- (i) Waste oils and lubricants shall be retained in a tank or closed container, and disposed of, subject to Owner's approval, in a manner which does not cause pollution
- (j) Storage tank systems shall be inspected on a regular basis as required by Law. This involves, but is not limited to, gauging or dipping, reconciliation of records and the proper maintenance of reconciliation records for a period of two years.
- (k) Contractor and Subcontractors shall, before transporting or positioning fuel or oil, present to Owner a copy of the fuel and oil spill contingency plan, as amended, and which is acceptable to Owner.
 - i. Contractor and Subcontractors shall, shall abide by the following measures in the event of the detection of a spill or leak of fuel, oil or other hazardous material in excess of 70 litres, a spill or leak, regardless of quantity, that has the potential to contaminate nearby property, enter a body of water or sewer; or a spill or leak of PCB material or potential thereof:
 - (1) make every effort to stop leakage and contain contaminant flow;
 - (2) immediately upon detection, report spill location and size to the Canadian Coast Guard and to Owner; follow up with a full written report containing information on the cause of the spill, remedial action taken, damage or contamination estimate, and any further action to be taken;
 - (3) remove contaminant from spill site by sorbent, pumping, burning, or whatever method is appropriate and acceptable to Owner, and then dispose of contaminated debris at an approved disposal site; and
 - (4) take all necessary action to ensure that the incident does not recur.

- ii. Contractor shall apply the following criteria in reaching decisions on containment and clean-up procedures:
 - (1) minimize danger to persons;
 - (2) minimize pollution to watercourses;
 - (3) minimize the area affected by a spill; and
 - (4) minimize the degree of disturbance to the area and watercourses during clean-up.
- (l) Smoking shall be prohibited within 10 m of a fuel storage area.
- (m) Fuelling or servicing of mobile equipment shall not be allowed within 30 m of a watercourse except within a refuelling site as approved by Owner, i.e., where conditions will allow for containment of accidentally spilled fuels.
- (n) Contractor shall, within thirty (30) days of known abandonment of a storage tank system, empty the system of all products, remove the tank and associated piping from the ground, remove any contaminated soil, clean the area and restore the Site to the satisfaction of Owner.
- (o) Contractor shall dispose of any soil contaminated by leaks of oil or grease from equipment in a manner approved by Owner

.7 Hazardous or Controlled Products

- (a) Contractor shall not use or deliver a hazardous or controlled product, as defined by the relevant Laws, for the purposes of this Contract without the prior approval of Owner
- (b) Contractor shall ensure that a hazardous or controlled product is not used, stored or handled for the purposes of the Contract unless all of the requirements of the relevant laws and regulations in respect of labels, identifiers, material safety data sheets and worker education are complied with.
- (c) Contractor shall ensure that all persons who work with a hazardous or controlled product or work in proximity to a hazardous or controlled product are informed about all hazard information received from the supplier of the said product as well as any other hazard information of which Contractor is aware of, or ought to be aware of, concerning the use, storage and handling of the hazardous or controlled product.
- (d) Contractor shall ensure that, prior to delivery of the hazardous or controlled product to the Site, it is labelled with the supplier's label or with a label in accordance with requirements of all applicable Laws. Contractor shall provide Owner with all such information prior to delivery of the hazardous or controlled product to the Site.

.8 Waste Management

- (a) Contractor shall collect and dispose of all waste produced by its employees and agents and those of Subcontractors in a manner approved by Owner removed from the Site wherever possible and disposed of in a waste disposal site approved by the relevant Authority. The permission of the operator of the waste disposal site shall be obtained for disposal at an existing waste disposal site. No waste material shall be deposited in any watercourse. Specific conditions apply to the disposal of any treated timber or wood products.

.9 Marshalling and Laydown Areas

- (a) Equipment and material storage yards shall be located at least 100 metres from any water body or wetland, unless there are no fuel concerns then 30 metres is the required buffer from a water body. Equipment and material storage yards shall be located at least 30 m from any watercourse. The location of marshalling yards shall be authorized by Owner.
- (b) A Permit to occupy may be required for marshaling and laydown areas. Owner project supervisors shall make arrangements for use of private pits or other property to be used for marshaling of materials and equipment.
- (c) Concerns relate to the type and level of activity, equipment usage, effluent runoff, waste management, fuel handling and storage of hazardous materials. On site Owners Representative shall authorize the location of marshaling yards. Previously disturbed areas are the preferred location for marshaling yards and lay down areas. Any site must be located as to minimize traffic hazards or barriers.

.10 Municipalities

Municipalities are considered sensitive areas. Contractor shall acquire approval from the Municipal Council or designated representative prior to commencing work within a Municipal boundary.

.11 Work on Private Property

- (a) The following guidelines are to be followed when crews are required to carry out maintenance or other work on private property. Of particular concern is the replacement or installation of service poles on residential property. The main issues relating to private property are:
 - i. Location of water and sewer lines;
 - ii. Location of sewage distribution systems;
 - iii. Domestic water wells;
 - iv. Private Development;
 - v. *Phone lines. (**Although not an environmental concern, there is potential for interruption in service to the customer*)
- (b) The on site representative for the Contractor is responsible for contacting private property owners prior to any intrusion on that property. The following guidelines apply:
 - i. There is no intrusion on private property without permission of the owner;
 - ii. Discuss any concerns such as gardens, fencing, drains, etc. with the owner;
 - iii. Ensure the location of water or sewer lines, or septic distribution system is known;
 - iv. Ensure all industrial or domestic waste is removed and properly disposed of;

- v. Ensure the property owner is satisfied with all clean-up or rehabilitation.

.12 Use of Treated Timber on Private Property

- (a) The following procedures are followed for the installation of treated utility poles and anchors on private property:
 - i. Avoid locating new poles near domestic drinking water wells;
 - ii. Install only untreated poles within 10 metres of any drinking well;
 - iii. Install only CCA poles when 10 to 30 metres from any drinking well;
 - iv. Install Penta poles only when more than 30 metres from any drinking well.
- (b) The use of treated wood for use for decks, playground equipment or park benches should be avoided. Issues have been raised about the safety of CCA treated wood for such applications and there are some restrictions to its use in North America. At present, CCA treated poles are accepted as posing minimal environmental and human health risk within Newfoundland and Labrador in freshwater and marine environments. Policies for use of treated wood of the provincial government relate to work in protected watershed areas and near domestic wells. CCA is an accepted wood treatment for industrial uses such as wood poles.

.13 Protected Water Supply Areas

Not Applicable

.14 Use of Treated Utility Poles in a Protected Water Supply Area

Not Applicable

.15 Activities in or Near water and Erosion Control

- (a) Construction activity in or near water is regulated as per Section 48 of the Water Resources Act SNL 2002 c.14-0, Sections 34, 35 and 36 of the Fisheries Act and under the Navigable Waters Protection Act. Permits are required for construction (earthwork) that is located within 15 meters of the high water mark of a water body and any work with the potential to alter, disrupt, or destroy fish habitat or input deleterious substances into fish bearing waters. Owner will provide Contractor with copies of authorizations received for any work within 15 meters of a water body.
- (b) Work shall be performed in such a way as to ensure that deleterious substances including, but not limited to, materials such as sediment, fuel, and oil do not enter water bodies.
- (c) Contractor is responsible for implementing appropriate erosion control measures to mitigate areas where terrain stabilization measures are required to protect aquatic habitat.
- (d) Erosion control measures may include, but are not limited to:
 - i. spreading a thin layer of brush or slash over disturbed areas;

- ii. the installation of baffles or sediment traps at appropriate intervals within the area of disturbance;
 - iii. the installation of drainage collectors across the disturbed areas to channel drainage into vegetated areas;
 - iv. the re-routing of drainage around the disturbance and redirecting it into its natural course; and
 - v. the stabilization of exposed soils with appropriate rip-rap, filter fabric or any other erosion control technique deemed appropriate.
- (e) Plans for sediment control shall be submitted to Owner for approval five (5) normal working days in advance of the need to proceed.
- (f) Water should be pumped from structure excavations into adjacent vegetated areas allowing it to be filtered prior to entering a water body. If this is not practical, silt-laden water shall be mitigated in a manner approved by Owner.
- (g) A combination of hay bails and filter fabric is often used as mitigation when working near water. Mitigation is determined by the level of activity and level of disturbance anticipated based on ground conditions at the site. Settling pools or basins may also be used to contain runoff or as a holding area for effluent from excavations. The size and design is dependent on ground conditions and volume of effluent to be managed. The use of rock check dams is sometimes used in drainage ditches or channels where there is potential for sediment-laden water to enter a nearby watercourse. Cross ditching is another effective method to control runoff and drainage in work areas. Contractor shall provide Owner with a mitigation plan to address site environmental sensitivities a minimum of 5 normal working days in advance of the need to commence work.
- (h) Contractor shall ensure any installed mitigation is maintained in manner that serves the purpose for which it was installed.

.16 Stream Crossings

Not Applicable

.17 Work on Bogs and Wetlands

Not Applicable

.18 Wildlife Protection

- (a) Wildlife refers to all plant and animal life, introduced or native, aquatic or terrestrial, in Newfoundland and Labrador. Of primary concern are disturbance of critical habitat, recovery habitat and behavioral disturbance during critical life periods (e.g. nesting). Displacement of species due to construction activities (e.g. blasting) or encounters with construction equipment and personnel is also a concern. Special consideration and permits may be required for projects located in areas designated as critical habitats or where species may be designated as endangered, threatened or vulnerable. Examples are limestone barrens habitats, caribou calving and post calving areas, wintering grounds, moose yards, migratory bird nesting and

staging areas, and ecological reserves.

- (b) Owner shall be advised immediately of the discovery of any nesting birds other wildlife of concern that may be discovered during this contract. Work plans may be altered if ground-nesting species are discovered in the proposed work area. Any harassment of wildlife during this work shall not be tolerated.
- (c) Additional protection measures apply to work near any SARA listed species or habitat, nesting migratory birds or raptors, beavers or their dams and lodges, or other protected wilderness or ecological reserves. The following procedures must be taken for any work around an active raptor nest found on any transmission or distribution structure or within 800 metres of the right-of-way of structures or proposed structure locations. For the purpose of this document, active nests are defined as those that contain adults, eggs, or chicks during the normal nesting period (June 1 – August 15). ESD shall be notified of any work activity scheduled within 800 metres of an active nest. An inactive or abandoned nest will be determined by ESD based on the physical condition of the nest itself.
- (d) The following restrictions apply for work within near an active raptor nest:
 - i. Only essential vehicular activity, including helicopter flights, shall be permitted in order to minimize disturbance to wildlife;
 - ii. Supervisors shall ensure that all activity within 200 metres of an active Raptor nest is well planned prior to working in the area. Work shall not be undertaken in these areas between June 1 and August 15 without an ESD representative on site or specific guidance from the same;
 - iii. Activity at the work sites shall be monitored by the supervisor or the ESD representative, usually the on site Environmental Coordinator. Where work activity creates a disturbance at the nest site for a period of two (2) hours (e.g. adults leave the nest), crews shall cease work and move a minimum of 200 metres from the nest. Work shall not resume until activity at the nest has returned to normal for a period of two (2) hours. If blasting is required in such an area, the Supervisor shall provide ESD with a detailed work plan for activities in the area;
 - iv. Ensure only machinery and equipment absolutely required for use is in operation. When not required for use, all equipment and machinery shall be shut down;
 - v. Crews shall not take lunch breaks within 200 metres of an active Raptor nest;
 - vi. Crews shall not establish a permanent or temporary camp within 800 metres of an active raptor nest.
 - vii. Crews shall follow conditions of any specific permits for the activity.

If a crew encounters an active Osprey or Bald Eagle nest, or nest of any other Raptor species within or near the work site or travel route that is not already known, they shall not disturb the nest and shall immediately inform ESD. Work shall not proceed within 800 metres of such a nest without written permission of ESD.

In some cases it is required to remove a nest from a structure due to potential harm to the birds from electrocution or the creation of a hazard to service reliability. Work crews should notify ESD immediately and ESD will arrange to have the nest removed and relocated in a manner that is acceptable to the Provincial Wildlife Division.

.19 Work on Federal Lands

Not Applicable

.20 Protection of Historic Resources

Not Applicable

.21 Access and Travel

- (a) Access and travel routes are required for all aspects of construction and maintenance of power lines and other Nalcor facilities. Use of access trails in the province is regulated under the Motorized Snow Vehicles and All-Terrain Vehicles Act RSNL 1990 cM20. A Permit to Occupy is required to establish an ATV.
- (b) ATVs are permitted in areas underlain with forested mineral soils, on trails that are constructed under the Lands Act, and any other forest access or abandoned road. Access to the work site shall be by existing public roads, approved access roads or approved access trails. Approved access trails shall be used and maintained in accordance with Owner's Policy for such trails and marked in a standard agreed upon manner. Any required mitigation shall be in place prior to use.
- (c) Contractor shall make arrangements for the use of private roads and for provision of any additional access it requires, subject to approval from the Owner and relevant governmental agencies. Details on condition of private roads should be documented prior to and following any usage by Owner and Contractor. The Contractor's site supervisor shall ensure the Owner is satisfied with the condition of the road prior to departure. Any disputes shall be reported to Owner immediately. To obtain approval for a new travel route, the Contractor shall bring such proposed route to the attention of Owner a minimum of five (5) normal working days in advance of any anticipated activity in the area. Owner will ensure that the proposed route is inspected to determine if it is environmentally acceptable. The route will be marked in an agreed upon manner, such as flagging with surveyor's tape, in advance of construction.
- (d) Owner may reject the use of the proposed access route if there is an alternative existing access within a reasonable distance or if there is a potential alternative access route that is less environmentally sensitive within a reasonable distance. Environmental sensitivity in this instance includes water bodies, bogs, areas of potential slope instability, erodible soils and areas of high aesthetic value. Owner retains the right to restrict activity on any access route, if unacceptable terrain disturbance should occur. Upgrade work may be required if deemed necessary by Owner.
- (e) If travel along roadside ditches and roadsides is required, prior approval of Owner shall be obtained. The following conditions shall apply to such travel:
 - i. travel shall be restricted to ditches where ever possible;
 - ii. number of passes will be minimized;
 - iii. traffic control shall be required where necessary (flag persons and signage);
 - iv. tracked vehicles shall not be permitted on asphalt surfaces without adequate precautions to protect the surface; and
 - v. overnight parking shall be off the road.

.22 Borrow Areas

- (a) A permit to borrow or quarry is not required when working within an existing transmission or distribution line right of way in the province of Newfoundland and Labrador. It is required when backfill or borrow material is sought outside of this corridor. To avoid unnecessary delays and costs, it is recommended that a blanket quarry permit be obtained for a 100 to 500 metre wide corridor along each side of the right-of-way for any major upgrade or new construction.
- i. borrow areas shall not be located within 50 metres from any water body or watercourse except with the written permission of Owner;
 - ii. borrow areas shall not be located within 50 metres from any roadway except with the written permission of ESD; and
 - iii. borrow areas shall not be located within 15 metres from private property unless prior written consent of the owner of the private property is obtained.
 - iv. borrow areas shall not be located within 300 metres of any residential development without the permission of the minister in writing.
 - v. borrow areas shall not be located within 90 metres of the centerline of protected road zone areas.
 - vi. permit holder(s) shall leave tree screens where they exist between workings and adjacent roads, highways or other land uses or earthen berms shall be constructed to screen the operation.
- (b) Backfill material required for transmission and distribution line construction shall be obtained in the following priority of sources:
- i. excavated material which can be used as backfill and is excavated solely within the cleared right-of-way and is available within a 25 metre radius of the centre point of excavation for a tower foundation or anchor;
 - ii. borrow material obtained from sources solely within the right-of-way but outside a 25 metre radius of the center point of the excavation; and
 - iii. quarry or borrow material from approved areas outside the right-of-way. Work crews shall develop quarry and borrow areas in the following sequence:
 - iv. remove organic layer and topsoil and preserve separate from mineral soil;
 - v. excavate pit;
 - vi. replace unused excavated material;
 - vii. replace topsoil and organic layer; and
 - viii. grade area to even grades.

.23 Equipment Repairs and Maintenance

Repairs and maintenance of equipment is the responsibility of Contractor. Any field operations shall conduct repairs a minimum of 100 meters from any water course or wetlands, unless otherwise approved or in the event of an emergency repair. All debris, waste oils, filters, grease cartridges and replaced parts shall be collected and disposed of in a manner that is acceptable to the Minister of Environment. Equipment must be in state of good repair for any fording activities, work near water or wetlands, or within any protected water supply area.

.24 Species at Risk (SARA Listed Species)

- (a) Habitats and individual plants of rare or endangered plants species are protected under provincial and federal legislation. Work in these areas usually requires an assessment of all travel routes and structure locations for the presence of species that have rare or endangered status. Hydro has undertaken a number of surveys of limestone barrens habitat on the Great Northern peninsula and these reports are available on the corporate documents database.
- (b) Timing of construction activity in relation to the life cycle of these species is critical. Considerable planning is required for work in sensitive areas as stated above. There are specific assessments or studies to be undertaken prior to approval being given. Hydro has produced these reports as to the work involved, locations and type of species affected, especially on the Northern Peninsula. This can be a time consuming process for some projects and therefore details of work proposed in these areas should be forwarded to ESD early in the planning process to avoid unnecessary delays. Specific details on legislation, regulations, procedures and mitigation for work in such areas are identified in the next two sections of this EPP and other associated documents.

.25 Provincial and Private Parks

Areas of high aesthetic and recreational value to the public are often contained within the boundary of provincial and private parks. This includes the Newfoundland Trailway Provincial Park (Trailway) along the abandoned Canadian National railbed. Permission is required from the Parks and Natural Areas Division of the Department of Environment and Conservation for work activities in provincial parks and the use of the Trailway for access to transmission and distribution lines. Permission of private park owners is required for work in such areas (see Section 2.1 Private Property).

.26 Forest Fire Protection

- (a) Contractor and Subcontractors shall obtain necessary permits and shall comply with the all relevant laws for the protection of forests. Debris shall not be burned at Site without the Owner's written approval.
- (b) Contractor and Subcontractors shall take all precautions necessary to prevent fire hazards when working at the Site and shall keep the Site free of all flammable waste. Contractor and Subcontractors shall have available, in proper operating condition, sufficient fire fighting equipment, as recommended by the relevant Authority, to suit its labour force and Plant. Such equipment shall comply with the standards of, and have approvals of, Underwriters Laboratories of Canada Limited and shall be maintained in accordance with National Fire Protection Association Codes.
- (c) Contractor and Subcontractors shall ensure their personnel are trained in the use of fire protection equipment and shall employ Plant and personnel to fight fires are directed by the Owner.

.27 Blasting Near Water

Not Applicable

.28 Brush Clearing and the Migratory Birds Convention Act

Contractor shall comply with the *Migratory Birds Convention Act, 1994*, and *Migratory Birds Regulations*, which prohibit the disturbance or destruction of nests and eggs of migratory birds, during the course of the work. Throughout the migratory bird breeding season, May 1 - July 31, the HYDRO ENV-SO P-51 - Vegetation Control Activities and Active Bird Nest Management, shall be followed. Contractor shall assess the work area for the presence of active nests containing birds and/or eggs prior to commencing work. All work sites must be assessed. If an active nest is discovered, a minimum 5m buffer shall be applied and adhered to. Work in the vicinity of the nest is to be minimized and the area is to be vacated directly upon completion of work. The Nalcor Bird Nest Assessment Form shall be completed for each pre-work assessment to document the findings. The completed forms shall be submitted to Owner on a regular basis. Contractor must have direction from Owner prior to removing a bird nest buffer and commencing work.

.29 Rehabilitation

Contractor shall be responsible for rehabilitation work identified in areas; where environmental disturbance or damage was determined to be excessive for the required work activities, not identified in Contract Documents or reasonably required for use to complete the Contract requirements and where work was undertaken without prior approval of Owner. Rehabilitation items shall be listed with any other deficiency, engineering or mechanical and final acceptance will not be complete until all deficiencies are addressed to the satisfaction of the Owner.

Rehabilitation on private property shall be as agreed between Contractor and property owner and is the responsibility of the Contractor to complete to property owners and Owner's satisfaction.

SC 13 Explosives and Blasting

NOT APPLICABLE

SC 14 Procedures, Manuals and Other Documentation

- .1 In accordance with the dates indicated on the Schedule, Contractor shall submit to Owner for review detailed Procedures, Manuals and other documentation.
- .2 All such documentation shall include erection, commissioning and testing procedures (factory and Site), software, operation and maintenance manuals and all other documentation required for the safe and efficient operation, maintenance and repair of all equipment and systems supplied under the Contract.
- .3 Contractor shall clearly mark documentation submitted to Owner for review as follows:
 - (a) Name of Owner
 - (b) Name of Project
 - (c) Title clearly indicating the content
 - (d) revision number and date of revision

- .4 Contractor shall not change documentation after issuance or acceptance by Owner without the revision number being changed. Documentation that does not have the same revision number shall be considered different.
- .5 Contractor shall not use any documentation bearing reference to the Project or Owner for any other purpose without the prior written consent of Owner.
- .6 Documentation prepared by or on behalf of Contractor for use in the Work shall be subject to acceptance by Owner.
- .7 The process for the review of documentation shall be as outlined in Clause SP 8 – Drawings.
- .8 Unless otherwise agreed by Owner, Contractor and Owner shall supply documentation in electronic format. Documentation shall be produced using the following formats:
 - (a) Manuals and other written text – Microsoft Word, latest release, or compatible
 - (b) Spreadsheets – Microsoft Excel, latest release, or compatible
 - (c) Manufacturer’s catalogue information – Microsoft Word, or Adobe Acrobat, latest release, or compatible
- .9 Documentation shall become the exclusive property of Owner, who shall be free to make any use which in the opinion of Owner is reasonable and required in Owner’s interest.
- .10 During installation Contractor shall maintain a complete set of the latest revision of all reviewed documentation at Site. Which shall be continuously updated during the execution of the Work.
- .11 Operating and Maintenance manuals shall be fully detailed and directly relate to equipment supplied by Contractor. Generalized manuals shall not be acceptable. Following review by Owner, Contractor shall provide four (4) paper copies and one (1) electronic copy to Owner.
- .12 Operating and Maintenance Manuals shall include the following:
 - (a) details of the mass of all major components of the Work;
 - (b) all pertinent bulletins and instruction manuals prepared by the various manufacturers of component parts of the Work. Manufacturers' bulletins shall be suitably annotated to clearly indicate those items which form a part of the complete assembly;
 - (c) assembly adjustments and design clearances;
 - (d) lubricating requirements, including a list of recommended lubricants and operating and maintenance bulletins for all components of the Work;
 - (e) a complete index list of all Contractor's Drawings and a list of all assembly bulletins and Drawings prepared by the manufacturers of components of the Work.
 - (f) assembly drawings of all components
 - (g) circuit diagrams
 - (h) process flow sheets
 - (i) computer software
 - (j) component lists
 - (k) performance data and test certificates
 - (l) assembly, dismantling, maintenance and diagnostic procedures
 - (m) parts and special tools lists

- (n) operating procedures and instructions
- (o) recommended preventative maintenance schedules
- (p) special handling procedures

SC 15 Construction Power

- .1 Contractor is responsible to determine what power is available to the Contractor on the Site.
- .2 Contractor shall obtain Owner's approval of, and shall provide and maintain, at its cost, all necessary distribution facilities from the point of supply where power is available on the Site.
- .3 Owner shall not be responsible for any failure to maintain continuity of service.
- .4 Owner has existing energized facilities at the Site, and construction power at 115V single phase 60 Hz 20 amp shall be made available to Contractor from a point of supply within or adjacent to those facilities with energy provide in connection with provision of the Work at no cost to Contractor.

SC 16 Outages

Contractor shall give Owner seven (7) days notice of all requirements for power outages required for performance of the Work. Such power outages shall be subject to the approval of Owner. Contractor shall keep outage time to a minimum.

SC 17 Disposal of Excavated Materials

- .1 Owner reserves the right to order the utilization of any suitable materials from the excavation for structures for use or re-use on any portion of the Work or for use on Owner's private property at no extra cost.
- .2 Excess excavated materials and all other unsuitable material shall be disposed of outside Owner's private property. Contractor shall locate disposal sites, obtain necessary permits and approvals for their use and for transportation and dumping such materials, and pay all fees involved.
- .3 Contractor shall ensure that transportation and disposal of any material is undertaken in full compliance with all laws pertaining to environment, hazardous waste, and waste disposal. Contractor shall provide Owner with copies of all documentation related to compliance with applicable waste handling legislation including, but not limited to, a copy of a Certificate of Approval from the authorities authorizing the Contractor to operate a waste management system within Newfoundland and Labrador.
- .4 Where appropriate, Owner will provide Contractor with a manifest form as described in the Interprovincial Movement of Hazardous Waste Regulations. Part A of the manifest form will be completed and signed by Owner for each consignment of waste and the manifest form will then be provided to Contractor , who shall:
 - (a) Complete and sign Part B of the manifest form;

- (b) Ensure that Part C of the manifest form is completed and signed by the owner of the waste disposal facility upon receipt of the waste and;
- (c) Provide a copy of the completed and signed manifest form to Owner within two (2) days after depositing the waste with the waste disposal facility.

SC 18 Owner-Furnished Materials

NOT APPLICABLE

SC 19 Contractor's Tools and Equipment

- .1 All Contractor's Plant, including tools, scaffolding, ladders, fire extinguishers and safety equipment may be inspected by Owner's representative prior to or during performance of the Work. Equipment which is not up to standard shall be immediately removed or replaced.
- .2 Owner's inspections shall not release Contractor from its duty to ensure safety at the Site.
- .3 All Contractor's tools and electrical equipment will be inspected by Owner's electricians and tagged by Owner's security forces when approved for use at the Site. Electrical tools and equipment shall be inspected every time they are brought on Site. Tags shall be surrendered to Owner's security forces each time the tools and equipment to which they are attached are removed from Site.

SC 20 Owner's Tools and Equipment at Holyrood Generating Station

- .1 Contractor's tools and portable equipment are labelled with the permanent and indelible "ION-II" security labelling and detection system. Owner's tools and portable equipment shall not be lent to Owner.

SC 21 Contractor's Safety Requirements at Holyrood Generating Station

.1 Orientation Meeting

Prior to commencement of Work, all Owner's personnel working at Work Site shall attend an orientation meeting with Contractor's representative regardless of previous attendance related to other specifications or contracts. Meeting duration is approximately four hours. Attendance at orientation is mandatory for access to Work Site. Personnel found not obeying safety rules will be barred from the Work Site. Owner will be provided with a copy of Contractor's safety documentation at the orientation meeting.

.2 Isolation and Permits

Work may be carried out by Owner under a Work Permit held by Contractor's designate. Owner shall verify system isolations with the Permit Holder prior to commencing Work.

.3 Traffic

- (a) Owner shall be limited to one (1) vehicle at the Work Site at any given time.
- (b) All other Owner's vehicles, whether private vehicles or owned by Owner, shall be parked outside the inner security gate at the guardhouse. Owner may transport material and equipment to WORK SITE using its vehicles, but material and equipment shall be off-loaded as soon as possible and vehicles removed to parking area immediately, except for one (1) vehicle as noted above.

.4 Smoking Precautions

Smoking is not permitted inside any of the plant buildings. Care shall be exercised in the use of smoking materials in non-restricted areas.

.5 Flammable Materials

(a) Handling

- i. Extreme care is required where it is necessary to store oily waste in work areas to ensure maximum possible cleanliness and safety.
- ii. Greasy or oily rags or materials subject to spontaneous combustion shall be deposited and kept in an approved receptacle and removed daily.
- iii. The handling, storage and use of flammable liquids shall be governed by the current National Fire Code of Canada.
- iv. Flammable liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes, requires the permission of Contractor's Plant Fire Chief.

(b) Transfer

- i. Transfer of flammable liquids is prohibited within buildings.
- ii. Transfer of flammable liquids shall not be carried out in the vicinity of open flames or any type of heat-producing devices.

SC 22 Asbestos Notification

- .1 The Holyrood Thermal Generating Station has been the subject of a survey and has been identified as containing friable asbestos. Owner has established a program to manage all asbestos in a safe and prudent manner.
- .2 Recommendations by a consultant for removal or repair of asbestos, where necessary, have been completed with appropriate inspection and supervision. All asbestos remaining is subject to the Facility's Asbestos Management Program, as required by Federal and Provincial Regulations and Owner's due diligence. A copy of the survey and Asbestos Management Program are available for review in the General Office at the Facility.

- .3 The continuing presence of remaining asbestos does not pose a risk of exposure for Contractor's employees as long as it remains undisturbed and under this Asbestos Management Program. Owner's Facility's staff who may disturb the materials have been given appropriate training and are aware of its presence.

- .4 Prior to mobilization, Contractor must acknowledge awareness of the presence of asbestos at the Facility and its agreement to comply with Owner's procedures relating to the Asbestos Management Program and complete Appendix I, Asbestos Containing Materials - Contractor Notification and Acknowledgement Form.

SC 23 Aircraft

NOT APPLICABLE

Appendix I: Asbestos Containing Materials - Contractor Notification & Acknowledgement Form

Re: Facility/Location: Holyrood Thermal Generating Station

Contract/Work Package: EPC for a Turnkey 100 MW (Nominal) Combustion Turbine Generator

Facility's Asbestos Coordinator: Mike Manuel

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBRES CAN CAUSE VARIOUS TYPES OF LUNG DISEASE INCLUDING CANCER. SMOKING INCREASES THE RISK OF LUNG CANCER FROM ASBESTOS EXPOSURE.

The presence of various friable and non-friable asbestos materials has been identified at the above-referenced Facility location. An asbestos inventory report showing the locations and amounts of these materials is available for viewing from the **Asbestos Coordinator or Designate**.

Newfoundland Regulation 111/98 applies to all maintenance and renovation work that may disturb asbestos materials. The disturbance of asbestos building materials shall only be undertaken by contractors who have received training in asbestos-related precautions. The following activities may disturb friable asbestos materials (All classifications of work). The **Asbestos Coordinator or Designate** must be notified prior to performing the following:

- Removal or repair of asbestos mechanical insulation (various locations);
- Equipment Modifications or Additions;
- Any other operation which may generate airborne asbestos.

There are also non-friable asbestos materials in the buildings, including exterior Galbestos siding, transite sheeting, gaskets and packings, etc.

As a condition of our contract to provide services and materials at the referenced Facility, we will not disturb asbestos-containing materials without prior notification to the **Asbestos Coordinator or Designate**. This firm and its workers will follow all procedures specified by the referenced Facility and/or the applicable provincial regulation. All asbestos waste will be packaged and disposed of in accordance with Ministry of the Environment requirements.

COMPANY NAME: _____.

SIGNATURE: _____ . DATE: _____.

NAME AND TITLE: _____.

**SCHEDULE D
PAYMENT**

**(This will become
Schedule D to the
Contract)**

**CONTRACT TITLE: Engineering Procurement and Construction for a Turnkey 100 MW (Nominal)
Combustion Turbine Generator at the Holyrood Thermal Generating Station**

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Terms of Payment

P 1 General

- .1 Subject always to the provision that Contractor's overall performance of the Work is in accordance with the Contract and Contractor continues to satisfy Owner that all aspects of the Work are being advanced so as to permit completion of the Work within the times set out in the Contract Documents, including approved extensions thereto, then, in the above event, and subject to Owner's approval, monthly progress payments for the Work shall be due and payable to Contractor for the amounts and at the times set out hereunder.
- .2 Material, in the context of this Schedule D - PAYMENT, refers to the supply of materials and equipment for which tendered supply and delivery prices are identified in Schedule A – TENDER SUBMISSION, Appendix X -Schedule of Prices. Unless otherwise provided for in the Contract Documents, it does not include materials such as the following, and comparable items, which the Contractor has included in composite prices for the other items tendered in the said Schedule of Prices:
 - (a) concrete ingredients and related concrete placement materials such as reinforcing steel, aggregates and additives;
 - (b) rock treatment materials and stockpiled earth and rock embankment materials;
 - (c) minor miscellaneous structure related materials such as insulation, hardware fastenings and trims, paint, sealants and finishes;
 - (d) minor miscellaneous electrical supplies, cables and conduit less than 75 mm (3") in diameter and related accessories and fittings;
 - (e) minor miscellaneous piping less than 150 mm (6") in diameter and mechanical fittings, connections and accessories; and
 - (f) Plant as defined in the Contract Documents.

P 2 Payments and Retention of Holdback

- .1 Owner will make monthly payments to Contractor against progress billings approved by Owner for the value of completed portions of the Work and Material delivered to, and inspected by Owner at the Site but not been incorporated in the Work, including Material ordered specifically for Change Orders payable on a force account basis. Such progress billings shall be submitted by Contractor and shall be itemized in such form and supported by such evidence as Owner may direct. In the case of Change Orders performed on a force account basis costs shall be substantiated by copies of payrolls and time sheets, original supplier invoices, and any other documents necessary to support such costs.

- .2 Owner shall retain as a mechanics lien holdback ten percent (10%) of the value of all payments due to Contractor, including payments for Change Orders, until completion or abandonment of the Contract.
- .3 Upon completion of the Work and issuance of the letter of Final Acceptance, as detailed in SC 8 - Final Acceptance, Contractor shall separately bill Owner for the release of holdback and the applicable Harmonized Sales Tax, and Owner shall within forty-five (45) days of the date of such letter, and upon receipt of an acceptable billing, pay all outstanding amounts due and payable in connection with the Work.
- .4 No payment made to Contractor and no partial or entire use or occupancy of the Work by Owner shall be construed as an acceptance of any Work or Material which is not in accordance with the Contract Documents.
- .5 All costs, damages and expenses for which it is established that Contractor, as determined by Owner, is liable and all money owing by Contractor to Owner may be set off against any other sum due or becoming due to Contractor whether under this Contract or any other contract.
- .6 Acceptance by Contractor of the final payment under the Contract shall operate as, and shall be, a release of Owner and its agents from any and all claims of and liability to Contractor for anything done or furnished for, or in relation to, the Work, or for any act or neglect of Owner or its agents relating to or affecting the Work. Contractor shall, following Final Acceptance and prior to Owner's release of holdback retained under the Contract, execute a "Release from all Claims" in the form of Appendix I, to these Terms of Payment.

P 3 Submittal of Billings

- .1 Contractor's progress billings shall be submitted promptly as provided herein and as agreed with Owner and shall be in such form and supported by such documentation as Owner may require to facilitate verification of the amounts billed therein. All billings shall include Contractor's registration number for the Goods and Services Tax / Harmonized Sales Tax (HST) and shall separately identify the amounts of HST, for which Contractor shall be reimbursed. Payments shall be due and payable thirty (30) days following receipt of an acceptable billing by Owner, provided that the amounts so billed are correct and properly payable under the Contract.
- .2 Prior to receiving payment each month, Contractor shall be required to submit Worksheet L – Contractor Safety Statistics – Monthly Report, a sample of which is located in Schedule A - TENDER SUBMISSION.
- .3 Worksheet G - Contract Closeout and Evaluation Form, located in Schedule A - TENDER SUBMISSION must be signed off by the Contractor as a requirement for the release of the holdback monies.

P 4 Delayed Payment

- .1 Delay by Owner in making a payment when it becomes due and payable, shall not be deemed to be a breach of the Contract by Owner, but, except where specifically otherwise provided for, such a delay will, (if the delay continues for more than fifteen (15) days beyond the date upon which the payment is due and payable), entitle Contractor to interest on the amount overdue at the prime lending rate of the Owner's bank.

P 5 Payment for Materials

- .1 Payment shall not be made in respect of Material delivered to the Site which has not been incorporated in the Work other than payments for Material ordered specifically for Change Orders approved by Owner or unless otherwise provided by Owner in the Contract Documents.

P 6 Late Delivery

- .1 If Contractor fails to complete WORK on the date stated in the Purchase Order, and such delay is not occasioned by Force Majeure, Contractor shall discount its Tendered Price, exclusive of taxes, stated therein by the sum of two percent (2%) per week for each of the first three (3) calendar weeks of late completion and one percent (1%) per calendar week for each subsequent week of the late completion to a maximum of ten percent (10%) of the Tendered Price. Contractor hereby confirms and agrees that the aforesaid late completion charges are reflective of the actual costs and damages to be sustained by Owner should a delay occur and Contractor hereby waives any right to dispute or challenge the amount of these charges and shall not take issue with or challenge such amounts in any legal proceedings that may be commenced concerning this Purchase Order/Contract.

P 7 Diary Payments

- .1 Payment of the tendered lump sum price for each year shall be made in equal monthly instalments, prorated for the number of months of the contract term within such year. Each payment shall be due and payable on the 28th of the month. Where Contractor is a Registrant under the Federal Goods and Services Tax/Harmonized Sale Tax, all invoices shall include Contractor's Registration Number and shall separately identify the amounts of HST, for which Contractor will be reimbursed.
- .2 The acceptance by Contractor of the final payment under the Contract shall operate as, and shall be, a release to Owner and its agents from any and all claim of and liability to Contractor for anything done in relation to this Contract. If required by Owner, Contractor shall, prior to final payment under this Contract, execute a Release from all Liabilities in a form acceptable to Owner.

- .3 Payment shall be due and payable thirty (30) days following receipt by Owner of an acceptable billing. Where equal monthly payments apply, diary payments will be setup. Diary Payment requires that the contractor submit the first invoice to Accounts Payable. Payments for the term of the contract will be automatically generated based on the start and end date of the contract.

P 8 Minimum Wage of Staff

Contractor shall pay all cleaning staff \$0.75 above the Newfoundland and Labrador statutory minimum hourly wage. Contractor shall, upon the request of Owner, provide satisfactory proof to establish that all employees are being paid accordingly. Failure to pay this minimum wage will be cause by Owner for immediate termination of this Contract.

Any legislated increases in the Newfoundland and Labrador statutory minimum hourly wage rate during the term of this Contract are recognized by Owner as legitimate increases to the rates billed under this Contract.

Appendix I: Release from All Claims

RESPECTING THE CONTRACT FOR _____ (“Contract”)

(Description of Contract)

dated _____, entered into with _____ (hereinafter referred to as
"OWNER")

By _____ (hereinafter referred to as "CONTRACTOR")

CONTRACTOR, for and in consideration of the sum of

\$

(Amount of money paid to **CONTRACTOR** to date)

of lawful money of Canada to us in hand well and truly paid by **OWNER** such sum being the net amount after the deduction of back charges, at and before the delivery of these presents, the receipt whereof is hereby acknowledged, and of acknowledgement by **OWNER** of the retention of the sum of

\$

(hereinafter referred to as "Holdback") being retained in accordance with the Mechanics' Lien Act, RSNL 1990, Chapter M-3, as amended ("Act"), and the Contract, to become due and payable to **CONTRACTOR** on expiration of the Holdback period or periods or otherwise disposed of in accordance with the provisions of the Act, or the Contract provisions, has hereby released and forever discharged **OWNER** of and from all actions, suits, debts, forfeitures, damages, claims and demands whatsoever in law or in equity which the **CONTRACTOR** ever had, now has, or hereafter can, shall or might have by reason of or arising out of the said Contract or by reason of or arising out of any breach or breaches thereof, or by reason of or arising out of any work or labour or services performed, material supplied, or plant or machinery used in connection with the Contract, by the **CONTRACTOR** whether under the Contract or otherwise, save as to the release or other lawful disposition of the Holdback.

AND FURTHER, that upon the issuance by **OWNER** of instruments of payment for the Holdback or the lawful disposition thereof in accordance with the provisions of the Act or Contract provisions, then and in such event this Release will immediately thereupon become a full, proper and complete release of **OWNER** of all claims, demands and liabilities of any nature whatsoever to **CONTRACTOR** arising under the Contract.

IN WITNESS WHEREOF

Dated at _____ in the Province of _____
(City/Town)

this _____ day of _____

in the presence of

WITNESS

CONTRACTOR

**SCHEDULE E
SPECIFICATIONS
(This will become
Schedule E to the
Contract)**

**CONTRACT TITLE: Engineering Procurement and Construction for a Turnkey 100 MW (Nominal)
Combustion Turbine Generator at the Holyrood Thermal Generating Station**

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SP 1 Project

This is an engineering, procurement and construction project (EPC) whereby the Contractor shall design, supply, install and commission a 100MW (nominal at ISO conditions, minus 5%) combustion turbine generation plant (Plant) at the Holyrood Thermal Generating Station, located in the Province of Newfoundland and Labrador, Canada. The plant shall include the provision of a single combustion turbine unit or the provision of up to four separate generating units to achieve a nominal 100MW output. The plant shall consist of aero-derivative or industrial grade gas generators, in either stationary or mobile configurations. The equipment provided shall be new or unused. Appendix A provides an aerial photograph of the site where the new plant will be located along with an existing site layout drawing.

Contractor Scope of Work

Contractor shall provide all engineering design, supervision, materials, tools, equipment, delivery, transportation, unloading, construction labor and plant to construct and commission a fully operational gas turbine plant. The scope of Work shall consist of the engineering, procurement and construction of a turnkey, standalone, 100MW combustion turbine plant;

The scope of Work shall include, but not be limited to the following:

1. A 100 MW combustion turbine generating (CTG) plant;
2. Generator Step Up Transformer(s) (GSU);
3. Building to house CTG and auxiliaries;
4. Mechanical balance of plant;
5. Electrical balance of plant;
6. Provision of classroom training and operation and maintenance manuals;
7. Civil and structural balance of plant; and
8. All required construction and regulatory permitting;

Owner's Scope of Work

Owner's scope of work shall be limited to the following:

1. Provision of a level area of ground of sufficient size to accommodate the new gas turbine plant in the area generally indicated on the site drawing in Appendix A;
2. Provision of a raw water supply line to supply the Contractor supplied demineralized water system;
3. Electrical connection to the grid from the high voltage side of the Contractor supplied GSU;
4. Provision of general service electrical power supply to the gas turbine plant from the existing thermal generating station for when it is not in operation. Terminations at the new gas turbine electrical panel shall be performed by Contractor;
5. Provision of geotechnical survey results to successful bidder. For tender purposes, minimum bearing capacity of 140 kPa to be assumed; and
6. Provision of exterior lighting.

SP 2 Tender Submission

Tender submissions shall include the following:

1. A general arrangement of the plant to scale on the site layout drawing provided in Appendix A. Plant layout shall be limited to the indicated site boundary.
2. A manufacturer's list of the major components of equipment being provided along with specifications.
3. Performance specifications of the gas turbine plant at standard ISO conditions and also at minus 10 degrees C.
4. Information on CTG starting technology.
5. Plant start-up time.
6. A project execution schedule.
7. Emissions and heat rate guarantee.
8. Warranty details and terms.
9. Information on gas generator and turbine cooling systems.
10. Information on air pre-heat requirements.
11. A list of recommended spare parts.
12. Noise rating for start-up and operation.

SP 3 Fit for Use Inspection

Owner may complete a fit for service and intended use assessment of the CTG proposed by Contractor. Physical testing (i.e., boroscope inspection) may be contemplated as part of this assessment.

SP 4 Schedule

The plant shall be commissioned and ready for service no later than December 7th, 2014. However, building construction may be completed following the CTG in service date

SP 5 Warranty

A two (2) year warranty shall be provided on all parts, including CTG and balance of plant and labour from the time of acceptance of the commissioned plant by the Owner.

SP 6 Design Criteria

The following table outlines the site conditions for the performance of the equipment:

Elevation (m)	~4.5 above sea level
Atmospheric pressure (kPa)	98.5 to 104.1

Atmospheric temperature (°C)	-25 to 35
Atmospheric relative humidity (%)	0 to100
Environment	Sea coast, salt and industrial pollution atmosphere.

SP 7 100 MW Combustion Turbine Plant

Contractor shall provide an unused 100MW combustion turbine plant with all required auxiliaries. The equipment shall include but not be limited to:

1. 100MW of combustion turbine generation fuelled by No 2 distillate fuel oil. Plant shall consist of not more than four (4) combustion turbine generators;
2. CTG shall be winterized and capable of operation at ambient temperature -25°C;
3. 13.8kV, 60Hz, 90/120/150 MVA synchronous generator, PF 0.9, winding configuration wye, ground through neutral ground resistor;
4. Liquid NOx emission control;
5. Exhaust Stack (minimum 50’ high) complete with weather/snow doors;
6. Air Inlet complete with filters, (air preheat to be provided if required);
7. Certificate of Approval from the Department of Environment;
8. Fully functional plant with the ability of remote dispatch;
9. All balance of plant materials, equipment, and civil works as described herein; and
10. Synchronous condense capability – Optional.

SP 8 Mechanical Balance of Plant

The mechanical balance of plant includes, but is not limited to the following:

1. Liquid fuel system including:
 - a. 2,500,000L fuel storage tank complete with spill containment;
 - b. Fuel forwarding skid complete with at a minimum:
 - i. Redundant AC pumps;
 - ii. Back up DC pump;
 - iii. Fuel heater;
 - iv. Fuel filter;
 - v. Mass flow meter;
 - c. Liquid fuel pipeline with flanged connection to equipment. Fuel pipelines shall be above ground and winter operable;
 - d. Fuel truck offloading system with spill containment at a minimum;
 - i. Off loading pumps (redundant AC and back-up DC);
 - ii. Fuel filters;
 - iii. Mass flow meter;
2. Lube oil system including at a minimum;

- a. Lube oil sump;
 - b. Redundant AC pumps;
 - c. Back up DC pumps;
 - d. Redundant oil filter;
 - e. Oil cooling.
3. Owner to supply raw water feed at site boundary for contractor designed, supplied, and installed demineralized water system. System and storage tank(s) suitable for 2 X four hour operations (between 7:00 AM and 11:00 AM / 4:00 PM to 8:00 PM). Size of the storage tank to be optimized to suit demineralized water system;
 4. FM Global approved fire suppression system for CTG and balance of plant;
 5. Redundant compressed air/instrument air;
 6. CTG effluent sump;
 7. Supply of speciality tools and equipment for maintenance of CTG and auxiliaries;
 8. Means of lifting, dismantling and removal of CTG and auxiliaries for maintenance;
 9. Pipe interconnections (i.e., fuel, lube, air, and water systems). Fuel and lube piping to be above ground; and
 10. Black start capability;

SP 9 Electrical Balance of Plant

The electrical balance of plant shall include, but is not limited to the following:

1. 13.8 kV to 230kV, 90/120/150 MVA GSU transformer(s). A dedicated GSU shall be provided for each generating unit. 1050 BIL bushings and surge arrestors;
2. New Transformer Oil for GSU transformer(s);
3. Transformer spill containment w/drainage directed to oil/water separator.
4. Transformer blast wall as required to protect any adjacent infrastructure/equipment.
5. 13.8 kV Generator Circuit Breakers;
6. Aux feeder breakers;
7. Unit Auxiliary Transformer (13.8 kV / 4160 V);
8. 4160 V MCC;
9. 4160 V Switchboard;
10. Unit Auxiliary Transformer (4160 V / 480 V or 600 V);
11. New Transformer Oil for Aux Transformers;
12. 480/600 V MCC ;
13. 480/600 V Switchboard;
14. Balance of plant (BOP) 480 V/600 V / 120 V/ 208 V Transformer, Distribution
15. Panels, Lighting Panels;
16. Isophase Bus from CTG to Generator Breaker;
17. 15 kV Cabling from Generator Breaker to GSU transformer;
18. Cabling within site boundary. Exterior cabling to be ran in underground buried conduit or all traffic rated cable trench;
19. Batteries and Chargers; and
20. Site grounding system and generator ground connection

SP 10 Protection, Instrumentation, Controls and Communications (PICC) Balance of Plant

The PICC balance of plant shall include, but is not limited to the following:

1. Plant Instrumentation including:
 - a. MW, MVAR, Unit KV, and bus KV metering with synchroscope;
 - b. All applicable pressure, temperature, level monitoring and protection for combustion turbine and generator;
 - c. Vibration monitoring and protection for the combustion turbine and generator;
2. Control System (Governor and sequencing):
 - a. Microprocessor based;
 - b. PLC or DCS platform preferred;
 - c. Sufficient I/O modules for hardwired remote operation;
 - d. I/O modules shall be suitable for 125VDC operation;
 - e. Computer based graphical HMI for local operator preferred, having the following functionality as a minimum;
 - i. Control screens;
 - ii. Real time operating data and trending;
 - iii. Historical trending;
 - iv. Alarm screens;
 - f. If hardwired operator interface provision must include sufficient lamp, switches and annunciator for local operation;
 - g. Manual and automatic synchronizing control circuits;
3. CTG protective relaying including all necessary auxiliaries and lockout switches. Microprocessor based relaying preferred;
4. Fuel control valve: DC powered; position feedback to control system;
5. Control room/module for local operation of the CTG and auxiliaries;
6. Wiring termination interface to be provided for remote operations and monitoring capability by Owner at existing thermal generating station control room and at Nalcor's provincial energy control center (ECC) via SCADA in St. John's;
7. As an alternative to hardwired remote operation, DNP3 protocol can be used over Serial or Ethernet connection if available; and
8. Telephone and Ethernet wiring terminal interface for Owner's connection to existing services.

SP 11 Civil/Structural Works

Contractor shall provide all civil works associated with this project. The civil/structural scope of work includes but is not limited to:

1. Site layout and traffic flow modifications;
2. Concrete foundations and slabs for CTG and building;
3. Concrete foundations and slabs for all Contractor furnished ancillary equipment including piping, tanks, and electrical services;
4. Site water supply and drainage including piping to Owner furnished hook-ups located at boundary of CTG site;
5. Provision of all stairs, platforms, ladders for access and maintenance of equipment;

6. All exterior steel shall be hot dipped galvanized;
7. Fencing surrounding GSU(s);
8. Final grading and site remediation;
9. All traffic rated cable trench; and
10. Dyking and environmental protection for fuel oil storage and handling equipment.

SP 12 Building

Contractor shall carry an \$8,000,000 allowance to provide a weather tight, winter suitable building envelope to house the CTG set and balance of plant. The building shall be of sufficient size to allow the safe and ergonomic operation and maintenance of the CTG and auxiliary equipment. The building shall be designed in accordance with:

1. National Building Code of Canada;
2. National Fire Code of Canada;
3. National Plumbing Code of Canada;
4. National (Canadian) and provincial (Newfoundland and Labrador) occupational health and safety regulations.

Building design will take into account ambient and energy efficient lighting.

SP 13 Drawings

- .1 Contractor shall perform the Work in strict accordance with Drawings.
- .2 Drawings shall be referenced by a Drawing and revision number.
- .3 Contractor's and Manufacturer's Drawings and revisions thereof shall be subject to review by Owner. Such review shall in no respect relieve Contractor of its responsibility and liability under the Contract. Fabrication, shipping or erection of Material and Construction Plant or any parts thereof shall not start prior to Owner's review of such Drawings.
- .4 Drawings bearing reference to the Project or Owner shall not be used by Contractor for any other purpose without prior written approval of Owner.
- .5 Owner, in its sole discretion, may make reasonable use or reuse of Drawings as required in Owner interest.
- .6 Contractor shall supply Drawings as follows:
 - (a) by email in the latest version of AutoCad (.dwg extension).
 - (b) by email – PDF files must be stamped and signed by engineer.
 - (c) Original paper drawings must be stamped and signed by engineer.

Drawings shall be in B1 or A1 size formats with a minimum character height of 2 mm.

- .7 Contractor shall submit Drawings for review by Owner in accordance with the Approved Construction Schedule and, where required, the APEGN Act, RSNL 1990, Chapter E-12, as amended.
- .8 Drawings shall be provided for, but not be limited to, the following:
 - (a) parts embedded in concrete;
 - (b) parts to be connected to equipment supplied by others;
 - (c) piping;
 - (d) P&IDs;
 - (e) Single line diagrams;
 - (f) wiring diagrams;
 - (g) parts in which adjustment has been allowed or which are subject to wear;
 - (h) assemblies showing plans and cross sections of the complete equipment components being supplied;
 - (i) erection and lifting devices;
 - (j) layout and dimensional Drawings;
 - (k) bills of materials;
 - (l) characteristic curves, such as
 - i. curves;
 - ii. current transformer magnetization curves; and
 - iii. similar performance curves for equipment.
- .9 Details on Drawings and Data shall be sufficient to allow Owner to independently assess performance of all parts. Such details shall include, but not be limited to, material designations, welding specifications, part numbers, dimensions, fits, tolerances and surface finishes for all machined parts.
- .10 Contractor shall allow five (5) working days (from date of receipt to date of return dispatch) for Owner to advise Contractor of review results.
- .11 Contractor shall, upon receipt of review comments, promptly modify and resubmit or issue Drawings as required. Modification and resubmission shall continue until such time as Contractor is advised that review is complete.
- .12 Owner's review shall not relieve Contractor of any contractual responsibilities.
- .13 Two weeks prior to shipping, Contractor shall forward one (1) complete set of the latest revisions of related Drawings.
- .14 After Commissioning Acceptance, Contractor shall forward one (1) complete set of Drawings, stamped "Final - As Built", which incorporate modifications made during erection, commissioning and testing.
- .15 Contractor's Drawings shall be clearly marked as follows:
 - (a) NEWFOUNDLAND AND LABRADOR HYDRO

(b) 100MW Combustion Turbine Generating Plant at the Holyrood Thermal Generating Station.

(c) The title block of all Drawings shall have the following information clearly indicated:

- i. description of Drawing content;
- ii. name of major equipment or system of which Drawing content is part;
- iii. Contractor's Drawing number;
- iv. revision number and date of revision;
- v. date drawn;
- vi. Owner's Drawing number from list forwarded to Contractor by Owner.

.16 Schematic and wiring diagrams shall use ANSI standard drafting symbols and ANSI device function designation systems.

.17 Drawings shall enable Owner to prepare and organize interfacing with the work of its own, or other contractors', forces.

PREAMBLE

The Work shall be carried out in accordance with the Drawings listed below and any additional Drawings issued at a later date by Owner.

All Drawings are marked "For Tender Purposes Only" to identify them as Tender Drawings. The listed Drawings will be "Approved for Construction" and issued to Contractor within two (2) weeks of the acceptance of the Tender.

"Approved for Construction" Drawings may be revised by Owner during the progress of the Work to incorporate changes to design detail.

List of Drawings

Drawing No.	Title	Revision Number	Date
1403-121-C-003	Holyrood Generating Station Master Site Plan		

SP 14 Standards

The scope of Work of this Specification shall be completed in but is not limited to the following specifications:

1. ACI - American Concrete Institute – Various Sections
2. CRSI - Concrete Reinforcing Steel Institute – Various Sections

3. AISC - American Institute of Steel Construction – Various sections
4. ASCE - American Society of Civil Engineers – Various Sections
5. AISI - American Iron and Steel Institute – Various Sections
6. IBC - International Building Code – Various Sections
7. SSPC - Steel Structures Painting Council – Various Sections
8. ASME - American Society for Mechanical Engineers – Various Sections
9. ASME B31.1 - Code for Power Piping
10. ASME Section IX - Boiler and Pressure Vessel Code – Welding and Brazing Qualifications
11. ASME Section VIII Div I Boiler and Pressure Vessel Code – Unfired Pressure Vessels
12. ANSI - American National Standards Institute – Various Sections
13. ASHRAE - American Society of Heating, Refrigeration, and Air Conditioning – Various Sections
14. TEMA - Tubular Exchanger Manufacturers Association for Shell and Tube Heat Exchangers – Various Sections
15. ASTM American Society for Testing Materials – Various Sections
16. MSS Manufactures Standardization Society Standard Practices – Various Sections
17. AWWA American Water Works Association – Various Sections
18. AGA American Gas Association – Various Sections
19. API American Petroleum Institute – Various Sections
20. AWS American Welding Society – Various Sections
21. AWS A3/0 Definitions of Welding Terminology
22. AWS B2.1-84 Standard for Welding Procedure and Performance Qualification
23. AWS D1.1 Code for Structural Welding
24. IEEE Institute of Electronic and Electrical Engineers – Various Sections
25. NEC National Electrical Code – Various Sections
26. NESC National Electrical Safety Code – Various Sections
27. IES Illuminating Engineering Society
28. NEMA National Electrical Manufacturers Association – Various Sections
29. NEMA AB1 Molded Case Circuit Breakers
30. NEMA ICS1 General Standards for Industrial Control and Systems
31. NEMA ICS2 Industrial Control Devices, Control and Systems
32. NEMA ICS4 Terminal Blocks for Industrial Use
33. NEMA ICS6 Enclosures for Industrial Controls and Systems
34. NEMA MG1 Motors and Generators
35. NEMA PE5 Constant-Potential-Type Electric Utility (Semi-Conductor Static Converter) Battery Chargers
36. NEMA SG2 High Voltage Fuses
37. NEMA WC2 Rubber Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
38. ICEA Insulated Cable Engineering Association – Various Sections
39. ISA The Instrumentation, Systems, and Automation Society – Various Sections
40. ISA S5.1 Instrumentation Symbols and Identification
41. NACE The National Association of Corrosion Engineers – Various Sections
42. NACE RP018890 Standard Recommended Practice: Discontinuity (Holiday) Testing of Protective Coatings
43. NFPA National Fire Protection Association – Various Sections
44. NFPA70 National Electric Code
45. NFPA No. 1 Carbon Dioxide Extinguishing Systems
46. NFPA No. 37 Stationary Combustion Engines and Gas Turbines

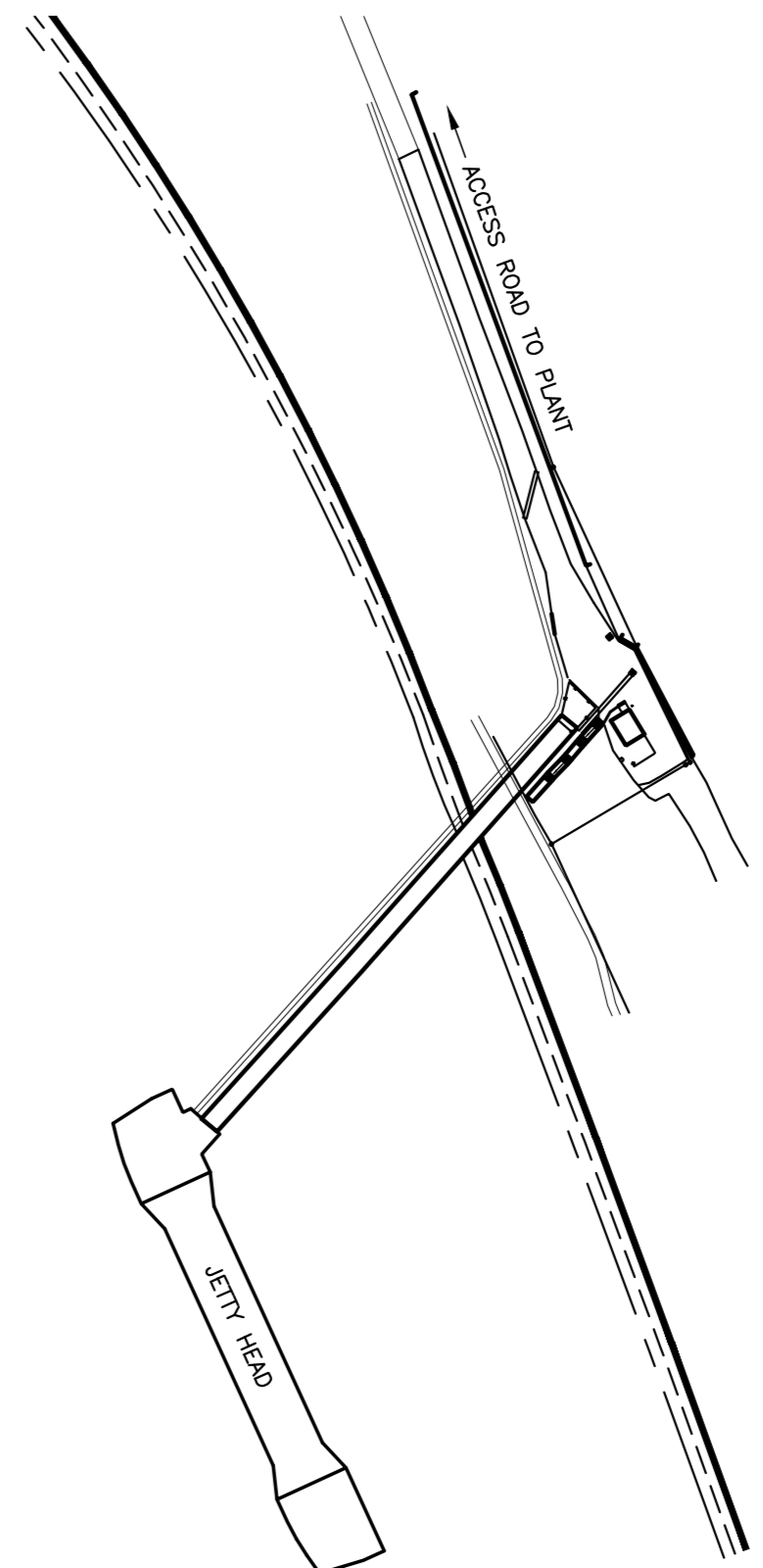
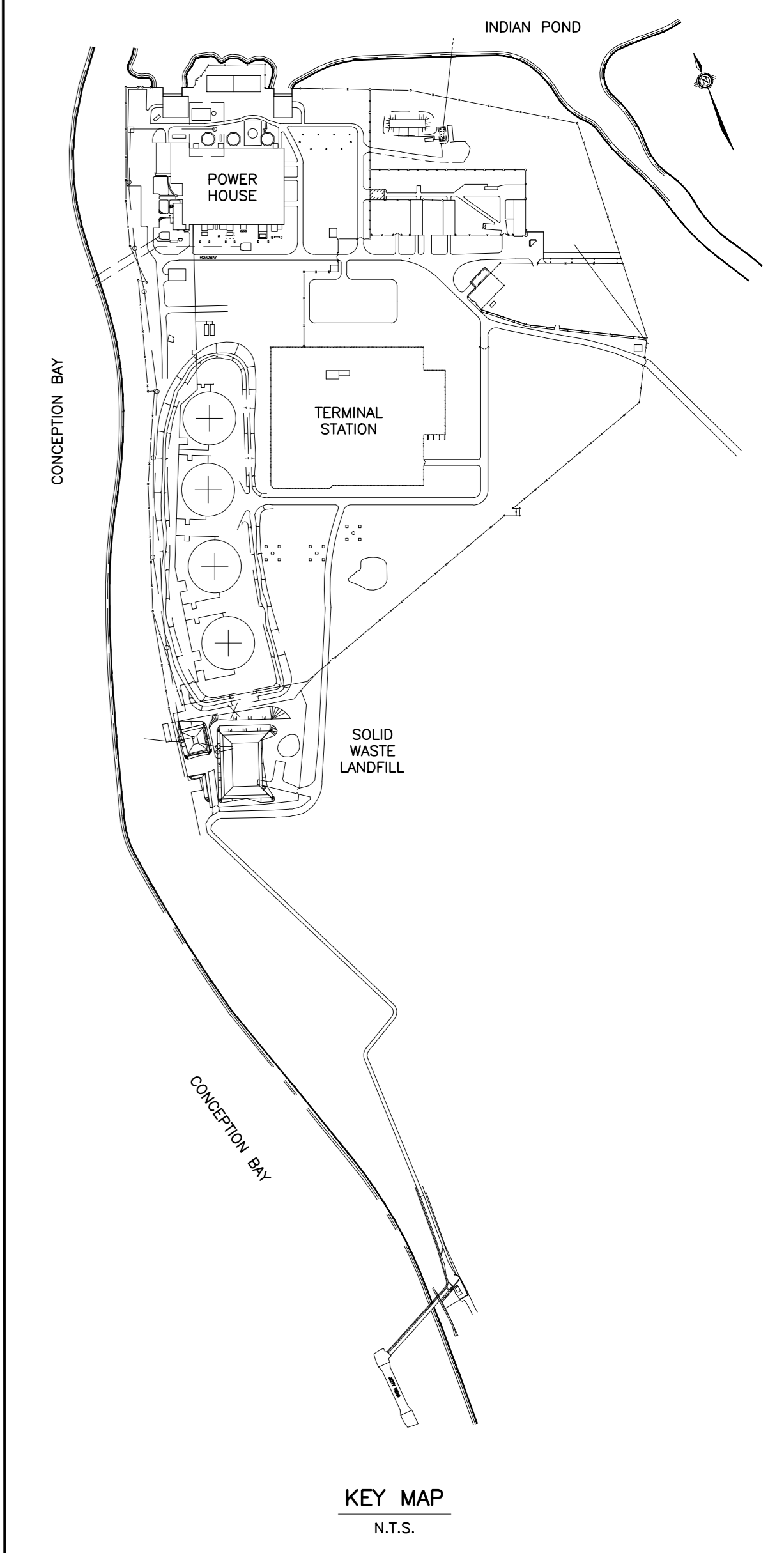
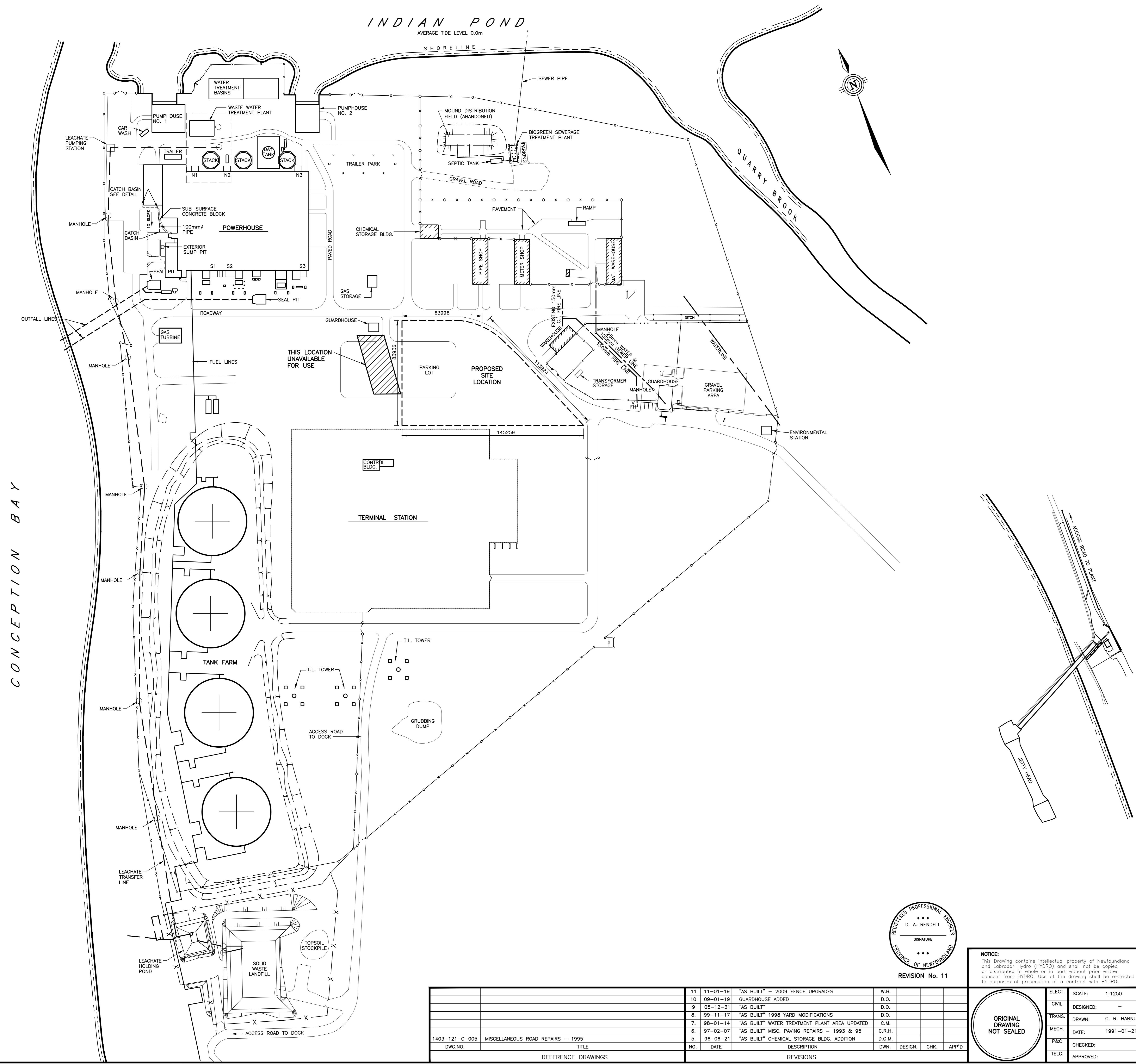
47. OSHA Occupational Safety and Health Administration – Various Sections
48. OSHA CFR Title 29 Occupational Safety and Health Administration
49. UL/ULC and/or CSA
50. National Building Code of Canada
51. Nation Fire Code of Canada
52. Nation Plumbing Code of Canada
53. Provincial Gasoline and Associated Products (GAP) Regulations
54. Canadian Electrical Code

APPENDIX A

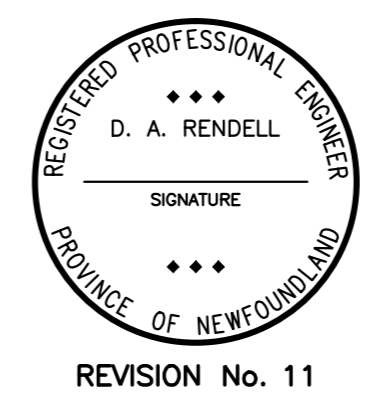


N.T.S.

INDIAN POND
AVERAGE TIDE LEVEL 0.0m



- NOTES:**
1. LOCATION AND SIZES ARE APPROXIMATE ONLY.
 2. THIS DRAWING WAS PREPARED TO IDENTIFY LAND USE AT THE HOLYROOD GENERATING STATION. DO NOT SCALE FROM THIS DRAWING.



NOTICE:
This Drawing contains intellectual property of Newfoundland and Labrador Hydro (HYDRO) and shall not be copied or distributed in whole or in part without prior written consent from HYDRO. Use of the drawing shall be restricted to purposes of prosecution of a contract with HYDRO.

HYDRO NEWFOUNDLAND AND LABRADOR HYDRO

DWG. NO.	TITLE	NO.	DATE	DESCRIPTION	DWN.	DESIGN.	CHK.	APP'D
11	11-01-19	"AS BUILT" - 2009 FENCE UPGRADES		W.B.				
10	09-01-19	GUARDHOUSE ADDED		D.O.				
9	05-12-31	"AS BUILT"		D.O.				
8	99-11-17	"AS BUILT" 1998 YARD MODIFICATIONS		D.O.				
7	98-01-14	"AS BUILT" WATER TREATMENT PLANT AREA UPDATED		C.M.				
6	97-02-07	"AS BUILT" MISC. PAVING REPAIRS - 1993 & 95		C.R.H.				
5	96-06-21	"AS BUILT" CHEMICAL STORAGE BLDG. ADDITION		D.C.M.				
1403-121-C-005	MISCELLANEOUS ROAD REPAIRS - 1995							

ORIGINAL DRAWING NOT SEALED

ELECT.	SCALE:	1:1250
CIVIL	DESIGNED:	-
TRANS.	DRAWN:	C. R. HARNUM
MECH.	DATE:	1991-01-21
P&C	CHECKED:	
TELC.	APPROVED:	

HOLYROOD GENERATING STATION MASTER SITE PLAN

W.O. NO.	DWG. NO.	B1- 1403-121-C-003	REV. 11
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1:1250 C.A.D.