

From: [Rotundi Francesco](#)
To: [Lance Clarke](#)
Subject: Fwd: removal from site
Date: Sunday, July 8, 2018 11:43:31 AM
Attachments: [0473_001.pdf](#)
[Article_5.pdf](#)
[image002.png](#)

Hi Lance,

Please keep this mail for me and you for our tentative to fix this.

I believe that as we do have to bring the project to the end We have to Avoid this tipe of event that will cause a catastrophic chain event.

Even A murderer is entitled to a regular trial and in this case seems that with no anticipation Scott decide who was guilty.

I'll not manage my team with this action not removed.

I'm sorry to bother you but there is not a good communication between the PMs.

Please call me as soon as you can.

Regards.

FM. Routundi

From: Delarosbil Donald
Sent: Sunday, July 8, 2018 3:42:10 PM
To: Rotundi Francesco
Subject: removal from site

Good day Francesco. Sorry to disturb you on the weekend but this is an urgent matter and requires your attention. Give me a call once you have read this e mail

Attached is 3 letters that were hand delivered to Georges on site yesterday. Georges was told he had no choice he had to get the people off site. There was no meeting and no discussion with Georges or I on this matter. There was no explanation given at all except that it was related to the 250 ton crane incident. This is a deliberate move on their part to destroy our team. The fact that they did not inform us and totally by passed us to reach this decision is rude and humiliating and the way they have done this is totally intimidating. These letters are personal attacks on our people with no consideration for what we have done or the measures we have put in place.

Yesterday they ask for our Safety manager and 2 crane superintendents to leave site with no explanation this has an impact on the whole team. Now everyone is worried that if they say or do something Nalcor does not like they will lose their job. The whole team is upset and do not understand.

They have no consideration for the people, their families and their reputations. We cannot continue to work in this atmosphere **Something needs to be done to stop this intimidation behaviour.** This can no longer be tolerated.

Francesco we are asking you to speak with Nalcor and tell them that if they do not withdraw the letter for our Safety manager immediately there will be consequences.

Francesco to be clear if they do not withdraw the letter for the Safety manager this will severely impact Astaldi as other Senior managers will leave.

Don Delarosbil
Project Manager Muskrat Falls



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Happy Valley – Goose Bay, NL A0P1C0
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Muskrat Falls Corporation

Corporate Office
500 Columbus Drive
P. O. Box 15000, Stn. A
St. John's, NL Canada A1B 0M4

Lower Churchill Project Operations Office
350 Torbay Road, Suite 2
St. John's, NL Canada A1A 4E1

7-July-2018

ASTALDI Canada Inc.
PO Box 177 Station C,
Happy Valley-Goose Bay,
NL, Canada AOP 1C0

Attention: Don Delarosbil, Project Manager

Agreement No.: CH0007-001

Title: Construction of Intake and Powerhouse, Spillway and Transition Dams

Subject: Removal of Contractor Personnel from Site

Reference:

Dear Mr. Delarosbil:

Following Company review of the 250 ton mobile crane incident, which occurred on 12-June-2018, and pursuant to Article 5.3 (a) of the Contract Agreement, Company hereby revokes Site Access for Contractor Personnel Mr. Brian Chaput and instructs Contractor to have Mr. Chaput removed effective immediately.

Regards,

Muskrat Falls Corporation



for **Scott O'Brien**
Company Representative, Muskrat Falls Generation

Muskrat Falls Corporation**Corporate Office**

500 Columbus Drive
P. O. Box 15000, Stn. A
St. John's, NL Canada A1B 0M4

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Agreement No.: CH0007-001

Title: Construction of Intake and Powerhouse, Spillway and Transition Dams

Subject: Removal of Contractor Personnel from Site

Reference:

Dear Mr. Delarosbil:

Following Company review of the 250 ton mobile crane incident, which occurred on 12-June-2018, and pursuant to Article 5.3 (a) of the Contract Agreement, Company hereby revokes Site Access for Contractor Personnel Mr. Brian Doyle and instructs Contractor to have Mr. Doyle removed effective immediately.

Regards,

Muskrat Falls Corporation


for

Scott O'Brien
Company Representative, Muskrat Falls Generation

Muskrat Falls Corporation

Corporate Office
500 Columbus Drive
P. O. Box 15000, Stn. A
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7-July-2018

ASTALDI Canada Inc.
PO Box 177 Station C,
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Attention: Don Delarosbil, Project Manager

Agreement No.: CH0007-001

Title: Construction of Intake and Powerhouse, Spillway and Transition Dams

Subject: Removal of Contractor Personnel from Site

Reference:

Dear Mr. Delarosbil:

Following Company review of the 250 ton mobile crane incident, which occurred on 12-June-2018, and pursuant to Article 5.3 (a) of the Contract Agreement, Company hereby revokes Site Access for Contractor Personnel Mr. Jamie Jones and instructs Contractor to have Mr. Jones removed effective immediately.

Regards,

Muskrat Falls Corporation



for **Scott O'Brien**
Company Representative, Muskrat Falls Generation

- 4.4 Contractor shall also attend any meeting which may be required by Company, acting reasonably, from time to time in connection with the Work, provided that Contractor has had at least twenty-four (24) hours notice of such meeting. Company and Engineer shall have the right of direct access to Contractor Personnel responsible for the functions of planning, constructing, commissioning, and environmental management.
- 4.5 Contractor shall inform Engineer in a timely manner of:
- (a) all emergencies;
 - (b) the status of the Approval processes;
 - (c) the occurrence of all uncontrollable material events; and
 - (d) any other significant information as would be expected under customary and prudent business practices given the nature of the Work.

**ARTICLE 5
CONTRACTOR'S PERSONNEL**

- 5.1 Contractor shall be solely responsible to furnish and procure the numbers and classifications of Contractor's Personnel required to perform the Work; for greater certainty, subject to this Article 5.1, Contractor has the complete responsibility for this obligation, without any dependence or reliance on Company or on information obtained from Company. Contractor shall comply with the provisions of article 7 of the Project Labour Agreement for procuring trades labour. Provided Contractor has diligently and in a timely manner sought sufficient trades to perform the Work, if Contractor is required to procure trades labour from outside Canada then Contractor may proceed in accordance with Articles 14.7 or 14.8 to request an extension to a Milestone Date or an Interface Date provided that each of the following conditions are satisfied:
- (a) the time from the submission of all necessary labour market opinions to Authorities for work permits for the trades labour to the date of receipt of such work permits exceeds fourteen (14) weeks, and
 - (b) the delay in the receipt of the work permits impacts a Milestone Date or Interface Date.
- 5.2 Contractor shall ensure that throughout the Term each of Contractor's Personnel has the qualifications, training and experience, and holds valid licenses and certifications necessary to carry out assigned duties in the performance of the Work (including visas and work permits). Contractor shall furnish records of competence for all of Contractor's Personnel when requested to do so by Company.
- 5.3 Contractor shall immediately remove and/or replace, at Contractor's own expense, any of Contractor's Personnel if, in the sole judgment of Company, any of Contractor's Personnel:
- (a) ceases to carry out his or her duties in a manner satisfactory to Company or engages in misconduct, unsafe activities, or is incompetent or negligent;

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- (b) is certified by a medical practitioner as being medically unfit for the duties required of him or her; or
 - (c) risks impairing his or her usefulness in the performance of his or her duties through the use of alcohol or drugs.
- 5.4 Unless otherwise Approved by Company, Contractor shall replace, or cause to be replaced, at Contractor's own expense any of Contractor's Personnel who is transferred or dismissed by Contractor or any Subcontractor, or leaves Contractor's or Subcontractor's employ.
- 5.5 Contractor shall nominate in writing one of Contractor's Personnel as Contractor's Representative. Contractor's Representative shall:
- (a) be in charge of Contractor's Personnel and shall supervise Contractor's Personnel and maintain strict discipline in order to ensure the timely and efficient performance of the Work;
 - (b) shall notify Company in writing of the occurrence of or threat of any labour dispute involving Contractor's Personnel;
 - (c) have full authority to act on behalf of and bind Contractor on all labour and Contractor's Personnel issues which arise between Company and Contractor;
 - (d) supervise the performance of the Work;
 - (e) have the authority to commit Contractor to any course of action consistent with Contractor's rights and obligations under this Agreement; and
 - (f) be authorized to receive on behalf of Contractor any Notices, information or decisions of Company made pursuant to this Agreement.
- 5.6 The positions of Contractor's Personnel of key importance to the performance of the Work are listed in Exhibit 3 – Coordination Procedures and, Contractor shall not change any Personnel in such positions without the prior Approval of Company. In the event any such Key Personnel leave the service of Contractor, Contractor shall promptly use reasonable best efforts to retain replacement Key Personnel with equivalent experience. Contractor shall not retain such replacement Key Personnel on a permanent basis without first obtaining Company's Approval, which shall not be unreasonably withheld or delayed.
- 5.7 Contractor acknowledges and agrees that:
- (a) the Key Personnel are critical for the management, supervision and performance of the Work, and Company has relied on the Contractor's representations that Contractor will use and make the Key Personnel available as provided in the Agreement;
 - (b) the Parties have specified rates of liquidated damages in Exhibit 2 – Compensation to be payable by Contractor to avoid the difficulty of proving the precise loss suffered by Company if Contractor fails to comply with its obligations in respect of Key Personnel;