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Subject: CH0009 - Construction of North and South Dams - RFP
Date: Monday, September 15, 2014 3:56:17 PM
Attachments: [.png](#)
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[Appendix A2.1 Schedule of Price Breakdown.pdf](#)
[2009 Appendix A2 Commercial Instructions CH0009.pdf](#)
[2033 Exhibit 2 CH0009.pdf](#)

Lance

Attached please find the following sections extracted from CH0009 RFP:

1. Appendix A2 - Commercial Instructions
2. Appendix A2.1 - Schedule of Price Breakdown
3. Exhibit 2 - Compensation

I will make hard copies and leave them on your desk.

Good Luck on your visit.

Roy



Appendix A2.1 Schedule of Price Breakdown.pdf



2009 Appendix A2 Commercial Instructions CH0009.pdf



2033 Exhibit 2 CH0009.pdf

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APPENDIX A2

COMMERCIAL INSTRUCTIONS

1. SCHEDULE OF PRICE BREAKDOWN

Company is requesting a fixed price Proposal based on all-inclusive lump sum and unit rate prices for the Work. Bidder shall present its all-inclusive lump sum and unit rate prices by completing Appendix A2.1 – Schedule of Price Breakdown. All prices are to be presented in Canadian currency (\$CAD), which represents the currency in which the successful Bidder will be paid for the execution of the Work. The Schedule of Price Breakdown will form Appendix A of Exhibit 2 – Compensation.

Compensation for the complete Contract Price shall consist of:

- the total of the lump sums and the unit price items (times the associated actual quantities) of the Schedule of Price Breakdown; and
- actual travel costs for trades labour as detailed in Section 2 below.

Any assumptions made by the Bidder need to be stated in its Proposal.

2. TRAVEL COSTS

2.1 Travel Allowances - Trades Labour: Company shall pay the actual travel allowances /air transportation of Contractor trades labour working at Site and covered by the Collective Agreement. All such travel allowances/air transportation shall be strictly in accordance with the stipulations of the Collective Agreement: arrangements for air transportation must be made at least two weeks in advance; travel time is not reimbursable per the Collective Agreement; these costs are pass through and Company shall not pay any mark-up, of any kind, on the travel allowances/cost of air transportation.

Bidder shall submit its estimate of the cost of travel allowances/air transportation for trades labour in Row B of the Schedule of Price Breakdown. Bidder shall also submit, in Appendix A2.8 the calculations and assumptions used in the estimate.

2.2 Contractor Personnel Not Covered by the Collective Agreement: For all Contractor Personnel, working at Site and not covered by the Collective Agreement, including managers and staff:

- travel costs, including any travel time, to mobilize on commencement of the Work and to demobilize on completion of the Work are to be included in the lump sums for mobilization and demobilization under Price Items 1 and 26 respectively of the Schedule of Price Breakdown (Profit and Other Column);
- travel costs for rotational leave during the execution of the Work are to be included in the Schedule of Price Breakdown under Price Items 6 and 7 (Profit and Other Column).

3. MONTHLY PAYMENT FORECAST SCHEDULE

Bidder will complete Appendix A2.2 – Monthly Payment Forecast Schedule for Company’s consideration. The Monthly Payment Forecast Schedule should be aligned with activities in Bidder’s proposed Construction Schedule and reflect demonstrated Work progress. Scoring of the Bidder’s Proposal will be negatively impacted if the Monthly Payment Forecast Schedule contains overvalued amounts for Work to be executed at the beginning of the Work.

The Monthly Payment Forecast Schedule will form Appendix B of Exhibit 2 – Compensation. The Schedule will be used only as a forecast of the payment stream. Actual payments will be in accordance with the Exhibit 2 – Compensation and Exhibit 2 – Attachment 1 – Measurement and Payment.

4. PERSONNEL RATE SCHEDULE

Company is requesting Bidder to provide its labour rates by completing Appendix A2.4 – Personnel Rate Schedule. **These labour rates will be used for any applicable Change** (as defined in the Articles of the Agreement), to the extent specified in Exhibit 2 - Compensation of the Agreement.

The Personnel Rate Schedule will form Appendix C of Exhibit 2 – Compensation. The applicable Project Labour Agreement is included in Part 2, Exhibit 11 - Company Supplied Documents.

5. EQUIPMENT RATE SCHEDULE

Bidder shall provide its equipment rates by completing Appendix A2.5 – Equipment Rate Schedule. The Equipment Rate Schedule will form Appendix D of Exhibit 2 – Compensation.

6. PROJECT LABOUR AGREEMENT

A Special Project Order (“SPO”) has been enacted to bring into effect the Collective Agreement between the Muskrat Falls Employers’ Association Inc. and the Resource Development Trades Council of Newfoundland and Labrador (“Project Labour Agreement” or “PLA”), which is included in Part 2, Exhibit 11 - Company Supplied Documents.

The Successful Bidder will be bound to the terms of the PLA for the duration of its Work under the PLA, become a member of the applicable Project Employers’ Association and

name at least one (1) staff person to be responsible for daily labour relations matters at the Site.

Prior to working at Site, all Contractor's Personnel will be required to attend an LCP Site orientation session that includes: health, safety and environment obligations; human resources policies, including respectful workplace, cultural sensitivity, gender equity and diversity; and labour relations, including PLA overview, Site standards, corrective action and dispute resolution.

Our desired legacy is to set the standard in the Province of Newfoundland and Labrador for the successful execution of major project work that is on time and on budget. The labour relations objective is to create an environment that will drive high levels of productivity, while mitigating or eliminating labour risks associated with major project work. The goal is to work towards practical solutions to ensure labour stability and to secure access to an appropriate labour supply, while maintaining acceptable levels of productivity and labour costs.

A recent review of the Special Project Order (SPO) provisions of the *Labour Relations Act* of Newfoundland and Labrador provided greater clarity and progressive change for proponents executing major project work in the Province. See the following links for details:

1. Review of Special Project Order Legislation in Newfoundland and Labrador:
http://www.gov.nl.ca/lra/pdf/Review_SPOL-Oakley.pdf
2. Bill 37 An Act to Amend the Labour Relations Act:
<http://www.assembly.nl.ca/business/bills/bill1237.htm>

7. ESTIMATED TRADE PERSON-HOURS

Bidder shall complete Appendix A2.7 – Estimated Trade Person-Hours Schedule which shall be an accurate representation of the Person-hours required by trade classification to complete the Scope of Work and can be properly verified when evaluated against Appendix A2.1 – Schedule of Price Breakdown. The Estimated Trade Person-Hours Schedule will form Appendix E of Exhibit 2 – Compensation.

8. FUEL

Company has executed an agreement for the supply of fuel and dispensing services for the Lower Churchill Project with Woodward's Oil Limited and Utapan Fuels Limited, a joint venture ("Woodward's").

Fuel stations will be located at the Muskrat Falls Worksite (South side of the Churchill River) and at the Woodward's terminal in Goose Bay. Diesel and gasoline fuel will be

available from the fuel stations for Contractor vehicles and equipment engaged for the Work at Site, at the price indicated in the table below.

Prices for fuel are fixed through the duration of the Work.

Price Breakdown	Fixed Price per Liter/Type of Fuel	
	Gasoline	Diesel
Base Price	\$.9739	\$1.0339
Provincial Motive Tax(PMT)	\$.1650	\$.1650
Federal Excise Tax (FET)	\$.1000	\$.0400
Harmonized Sales Tax (HST)	\$.1611	\$.1611
Total, with PMT, FET & HST	\$1.400	\$1.400

Fuel purchased from this facility for the use of the Contractor Group in the execution of the Work shall not be resold.

9. PERFORMANCE SECURITY

Bidder shall provide pricing for the following types of Performance Security in accordance with Part 2, Article 7 of the Articles of Agreement, by completing the appropriate Price Item of Appendix A2.1 – Schedule of Price Breakdown:

- a) a letter of credit (Price Item 14) , and
- b) a parental guarantee (Price Item 15)

Performance Securities shall be in the form provided in Part 2, Exhibit 14 – Performance Security.

10. HST / GST

Bidder shall not include any HST/GST from any source (whether from Bidder, subcontractors, vendors or suppliers) in the unit and lump sum prices in this Schedule of Price Breakdown. Bidder shall claim input tax credits on taxable supplies received from vendors, suppliers and subcontractors and therefore Bidder shall exclude HST/GST payable to the vendors, suppliers and subcontractors from the unit and lump sum prices in this Schedule. Bidder shall exclude HST/GST on the total listed in Row A of the Schedule of Price Breakdown.

PRICE ITEM		WBS CODE		PRICE ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY A	MAN HOURS (AT SITE) PER UNIT	MANPOWER COST/UNIT (\$ CAN) B	MATERIALS COST/UNIT (\$ CAN) C	EQUIPMENT COST/UNIT (\$ CAN) D	PROFIT COST/UNIT (\$ CAN) E	UNIT PRICE (\$ CAN) F = (B+C+D+E)	TOTAL PRICE (\$ CAN) G = A x F
No	REFERENCE Exhibit 2 - ATT 1	CODE	SUBCODE										
2 0000				INDIRECT COSTS									
1	2.1	0000.01		Mobilization	LS	1							
2	2.2	0000.02		Site Installation	LS	1							
3	2.3	0000.03		Management, Staff, employees and Consultants	LS	1							
4	2.4	0000.04		Health and Safety, Environmental and Quality Requirements	LS	1							
5	2.5	0000.05		Credit, Guarantee and Insurance	LS	1							
6	2.6	0000.06		Warranty, per Article 17 of the Agreement	LS	1							
7	2.7	0000.07		Demobilization	LS	1							
				SUB-TOTAL INDIRECT COSTS									
				\$ - \$ - \$ - \$ - \$ -									
3 1100				GENERAL									
3.1 1110				DEWATERING OF STRUCTURE AREAS									
8	3.1.1	1110.01		Dewatering of Structure Areas	LS	1							
3.2 1111				EXCAVATION OF EXISTING COFFERDAMS									
9	3.2.1	1111.01		Excavation of Existing Embankment cofferdams 1, 2 and 3, all zones	m ³	177,000							
10	3.2.2	1111.02		Excavation of Downstream section of RCC riverside cofferdam	m ³	20,000							
3.3 1112				PERMANENT ROADS AND PARKING AREA									
11	3.3.1	1112.01		Overburden Excavation	m ³	8,000							
12	3.3.2	1112.02		Approved Compactable Material	m ³	44,000							
13	3.3.3	1112.03		Granular "B" Material	m ³	5,800							
14	3.3.4	1112.04		Granular "C" Material	m ³	4,000							
15	3.3.5	1112.05		Maintenance Grade 3 material	m ³	4,500							
16	3.3.6	1112.06		CSP culvert, dia. 900 mm	m	48							
17	3.3.7	1112.07		Guide Rails	m	400							
18	3.3.8	1112.08		Gate Type 1	unit	2							
3.4 1113				ACCESS ROAD TO LAYDOWN AREA C1									
19	3.4.1	1113.01		Approved Compactable Material	m ³	26,000							
20	3.4.2	1113.02		Granular "C" Material	m ³	7,500							
3.5 1114				DITCHES									
21	3.5.1	1114.01		Overburden Excavation	m ³	2,000							
22	3.5.2	1114.02		Non-woven Geotextile, min 300 g/m ²	m ²	2,500							
23	3.5.3	1114.03		Rockfill Protection, 100 - 250 mm	m ³	1,000							
3.6 1115				SLOPE PROTECTION									
24	3.6.1	1115.01		Rockfill Protection, Zone 3E Material	m ³	2,500							
25	3.6.2	1115.02		Non-woven Geotextile, min 530 g/m ²	m ²	4,500							
3.7 1116				CHAIN LINK FENCES AND GATES									
26	3.7.1	1116.01		Chain Link Fence and Gates	m	720							
3.8 1150				TEMPORARY UPSTREAM BRIDGE OVER SPILLWAY APPROACH CHANNEL									
27	3.8.1	1150.01		Engineering of Temporary Upstream Bridge	LS	1							
28	3.8.2	1150.02		Supply of Temporary Upstream Bridge	LS	1							
29	3.8.3	1150.03		Installation, removal and handover of Temporary Upstream Bridge	LS	1							
				SUB-TOTAL GENERAL									
				\$ - \$ - \$ - \$ - \$ -									
4 2300				DAMS AND COFFERDAMS - GENERAL									
4.1 2340 2341				UPSTREAM COFFERDAM									
				CIVIL WORK									
				Excavation									
30	4.1.1	2341.01		Overburden excavation in dry condition	m ³	2,500							
				Foundation Preparation in dry condition									
31	4.1.2	2341.02		Foundation Cleaning (water/air jets and Vacuum trucks)	m ²	1,200							
32	4.1.3	2341.03		Rock Excavation including dental excavation and Scaling	m ³	500							
33	4.1.4	2341.04		Dental Concrete	m ³	800							
34	4.1.5	2341.05		Slush Grout	m ²	1,200							
35	4.1.6	2341.06		Dry Pack	m ³	6							
				Embankment Materials									
36	4.1.7	2341.07		Compacted Till - Zones 1 and 1C Materials	m ³	19,000							
37	4.1.8	2341.08		Dumped Till - Zone 1A Material	m ³	134,000							
38	4.1.9	2341.09		Compacted Granular - Zone 2A Material	m ³	20,700							
39	4.1.10	2341.10		Compacted Granular - Zone 2C Material	m ³	8,700							
40	4.1.11	2341.11		Dumped Granular - Zone 2E Material	m ³	26,300							
41	4.1.12	2341.12		Dumped Rockfill - Zone 3 Material	m ³	143,000							
42	4.1.13	2341.13		Dumped Large Blocks (300-1000 mm) - Zone 3 Class 1	m ³	37,000							
43	4.1.14	2341.14		Dumped Large Blocks (≥1000 mm) - Zone 3 Class 2	m ³	65,000							
44	4.1.15	2341.15		Dumped Large Blocks (≥1300 mm) - Zone 3 Class 3	m ³	15,000							
45	4.1.16	2341.16		Compacted Crushed Stone - Zone 3A Material	m ³	10,950							
46	4.1.17	2341.17		Compacted Rockfill - Zone 3C Material	m ³	33,740							
47	4.1.18	2341.18		Compacted Rockfill - Zone 3D Material	m ³	33,900							
48	4.1.19	2341.19		Dumped Crushed Stone- Zone 3F Material	m ³	21,000							
				Investigation for Jet Grouted Cut-off Wall and Bedrock Grouting									
49	4.1.20	2341.20		Percussion Drill Holes in embankments, river sediments and bedrock	m	1,000							
50	4.1.21	2341.21		Verification Core Drilling in jet grouting cut-off wall and bedrock	m	200							
51	4.1.22	2341.22		Core Diamond Drill Rig in Standby	hour	140							
				Jet Grouting cut off wall									
52	4.1.23	2341.23		Mobilization and demobilization	LS	1							
53	4.1.24	2341.24		Drilling Holes for Jet Grouting in embankment, river sediments and bedrock	m	9,600							
54	4.1.25	2341.25		Jet Grouted Cut-off wall	m ²	2,800							
				Bedrock Grouting beneath the Jet Grouted Cut-off Wall, if required									
55	4.1.26	2341.26		Drilling Holes for Grouting in embankment, jet grouting cut-off wall and bedrock, if required	m	1,300							
56	4.1.27	2341.27		Dry cement incorporated in the grout, if required	kg	11,000							
57	4.1.28	2341.28		Grouting - Successful connections, if required	unit	60							
				SUB-TOTAL UPSTREAM COFFERDAM									
				\$ - \$ - \$ - \$ - \$ -									
4.2 2340 2342				DOWNSTREAM COFFERDAM									
				CIVIL WORK									
				Excavation									
58	4.2.1	2342.01		Overburden excavation	m ³	500							
				Foundation Preparation									
59	4.2.2	2342.02		Foundation cleaning (water/air jets and Vacuum trucks)	m ²	1,250							
60	4.2.3	2342.03		Rock excavation including dental excavation and scaling	m ³	500							
61	4.2.4	2342.04		Dental Concrete	m ³	200							
62	4.2.5	2342.05		Slush Grout	m ²	1,250							
63	4.2.6	2342.06		Dry Pack	m ³	6							
				Embankment Materials									
64	4.2.7	2342.07		Compacted Till - Zones 1 and 1C	m ³	2,000							
65	4.2.8	2342.08		Compacted Granular - Zone 2C	m ³	2,500							
66	4.2.9	2342.09		Compacted Rockfill - Zone 3C	m ³	4,600							
67	4.2.10	2342.10		Compacted Rockfill - Zone 3D	m ³	2,000							
				SUB-TOTAL DOWNSTREAM COFFERDAM									
				\$ - \$ - \$ - \$ - \$ -									

PRICE ITEM		WBS CODE		PRICE ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY A	MAN HOURS (AT SITE) PER UNIT	MANPOWER COST/UNIT (\$ CAN) B	MATERIALS COST/UNIT (\$ CAN) C	EQUIPMENT COST/UNIT (\$ CAN) D	PROFIT COST/UNIT (\$ CAN) E	UNIT PRICE (\$ CAN) F = (B+C+D+E)	TOTAL PRICE (\$ CAN) G = A x F		
No	REFERENCE Exhibit 2 - ATT 1	CODE	SUBCODE												
	4.3	2340	2343	INTAKE CHANNEL COFFERDAM											
CIVIL WORK															
Excavation															
68	4.3.1		2343.01	Overburden excavation	m ³	8,800									
Foundation Preparation															
69	4.3.2		2343.02	Foundation cleaning (water/air jets and Vacuum trucks)	m ²	1,700									
70	4.3.3		2343.03	Rock excavation including dental excavation and scaling	m ³	700									
71	4.3.4		2343.04	Dental Concrete	m ³	250									
72	4.3.5		2343.05	Slush Grout	m ²	1,700									
73	4.3.6		2343.06	Dry Pack	m ³	9									
Embankment Materials															
74	4.3.7		2343.07	Compacted Till - Zones 1 and 1C	m ³	6,300									
75	4.3.8		2343.08	Compacted Granular - Zone 2C	m ³	4,900									
76	4.3.9		2343.09	Compacted Rockfill - Zone 3C	m ³	5,200									
77	4.3.10		2343.10	Compacted Rockfill - Zone 3D	m ³	1,400									
SUB-TOTAL INTAKE CHANNEL COFFERDAM								\$	-	\$	-	\$	-	\$	-
	4.4		2330	SOUTH DAM											
CIVIL WORK															
Excavation															
78	4.4.1		2330.01	Overburden excavation	m ³	94,000									
Foundation Preparation															
79	4.4.2		2330.02	Foundation cleaning (water/air jets and Vacuum trucks)	m ²	3,400									
80	4.4.3		2330.03	Rock excavation including dental excavation and scaling	m ³	2,000									
81	4.4.4		2330.04	Dental Concrete	m ³	1,200									
82	4.4.5		2330.05	Slush Grout	m ²	3,400									
83	4.4.6		2330.06	Dry Pack	m ³	20									
84	4.4.7		2330.07	Drilling Holes for Grouting	m	1,200									
85	4.4.8		2330.08	Dry cement incorporated in the grout	kg	42,000									
86	4.4.9		2330.09	Cored Drill Check Holes	lm	30									
87	4.4.10		2330.10	Percussion Drilling Check holes	lm	60									
88	4.4.11		2330.11	Grouting - Successful connections	unit	250									
89	4.4.12		2330.12	Water pressure test (Lugeon - 5 Stages)	hour	8									
90	4.4.13		2330.13	Water test - Successful connections	unit	18									
91	4.4.14		2330.14	Uplift gauges	m	20									
92	4.4.15		2330.15	Thermistors (measure rock temperature in grout holes)	Unit	1									
Embankment Materials															
93	4.4.16		2330.16	Compacted Till - Zones 1 and 1C	m ³	26,000									
94	4.4.17		2330.17	Compacted Granular - Zone 2A	m ³	28,000									
95	4.4.18		2330.18	Compacted Crushed Stone - Zone 3A	m ³	12,000									
96	4.4.19		2330.19	Compacted Crushed Stone - Zone 3B	m ³	16,000									
97	4.4.20		2330.20	Compacted Rockfill - Zone 3C	m ³	21,000									
98	4.4.21		2330.21	Compacted Rockfill - Zone 3D	m ³	46,000									
99	4.4.22		2330.22	Riprap - Zone 4	m ³	6,000									
100	4.4.23		2330.23	Compacted Crushed Stone - Zone 5	m ³	310									
101	4.4.24		2330.24	Jersey Barrier	m	600									
Geotechnical Instrumentation															
102	4.4.25		2330.25	V-Notch Weirs, excluding Shelters	Unit	2									
103	4.4.26		2330.26	Shelters for V-Notch Weirs	Unit	2									
104	4.4.27		2330.27	Survey Monuments at South Dam Crest	unit	3									
SUB-TOTAL SOUTH DAM								\$	-	\$	-	\$	-	\$	-
	4.5		2320	NORTH DAM											
CIVIL WORK															
Clearing															
105	4.5.1		2320.01	Clearing of the North Abutment	Ha	3									
Excavation															
106	4.5.2		2320.02	Overburden Excavation	m ³	72,000									
Foundation Preparation															
107	4.5.3		2320.03	Foundation Cleaning (water/air jets and vacuum)	m ²	13,500									
108	4.5.4		2320.04	Rock Excavation including Dental Excavation and Scaling	m ³	6,000									
109	4.5.5		2320.05	Dental Concrete	m ³	4,000									
110	4.5.6		2320.06	Slush Grout	m ²	13,500									
111	4.5.7		2320.07	Dry Pack	m ³	70									
112	4.5.8		2320.08	Drilling Holes in RCC and Bedrock for Grouting	lm	4,200									
113	4.5.9		2320.09	Grouting - Successful Connections	Unit	720									
114	4.5.10		2320.10	Dry Cement incorporated in the grout	kg	126,000									
115	4.5.11		2320.11	Cored Drill Check Holes	lm	60									
116	4.5.12		2320.12	Percussion Drilling Check Holes	lm	120									
117	4.5.13		2320.13	Water pressure test (Lugeon - 5 Stages)	hour	15									
118	4.5.14		2320.14	Water Pressure Test - Successful connections	Unit	36									
119	4.5.15		2320.15	Uplift gauges	m	60									
120	4.5.16		2320.16	Thermistor (measure temperature in grout holes)	Unit	1									
Drainage Holes															
121	4.5.17		2320.17	Drilling Holes for Drainage in Foundation from Drainage Gallery, Ø76 mm	lm	3,200									
122	4.5.18		2320.18	PVC Caps for Drainage Holes	Unit	125									
123	4.5.19		2320.19	Drilling Holes Upward for Drainage from Drainage Gallery into RCC, Ø76 mm	lm	3,200									
Instrumentation															
124	4.5.20		2320.20	Drilling Holes for piezometers	m	100									
125	4.5.21		2320.21	Vibrating Wire and Standpipe Piezometers TYPE - 1, excluding Cables	Unit	8									
126	4.5.22		2320.22	Vibrating Wire and Standpipe Piezometers TYPE - 2, excluding Cables	Unit	2									
127	4.5.23		2320.23	Instrument Cable including PVC Conduits and Pull Boxes	lm	2,700									
128	4.5.24		2320.24	V-notch Weirs	Unit	4									
129	4.5.25		2320.25	Vibrating Wire Weir Monitors	Unit	4									
130	4.5.26		2320.26	Data logger, Terminal Box, Barometer Box including Grounding	LS	1									
131	4.5.27		2320.27	Crest Survey Monuments	Unit	4									
Concrete and RCC operations															
132	4.5.28		2320.28	Roller Compacted Concrete (RCC)	m ³	210,000									
133	4.5.29		2320.29	Conventional Vibrated Concrete (CVC) (Crest and Flip Bucket)	m ³	11,100									
134	4.5.30		2320.30	Facing Concrete	m ³	8,600									
135	4.5.31		2320.31	GERCC or GEVR - Formed Faces	m ³	4,650									
136	4.5.32		2320.32	Conventional Vibrated Concrete (North Abutment Crest Surface)	m ³	270									
137	4.5.33		2320.33	Increase or decrease in quantity of cement - Bid Mix (rate only)	Kg	N/A									
138	4.5.34		2320.34	Increase or decrease in quantity of flyash - Bid Mix (rate only)	Kg	N/A									
139	4.5.35		2320.35	Increase or decrease in quantity of cement - Source B (rate only)	Kg	N/A									
140	4.5.36		2320.36	Increase or decrease in quantity of flyash - Source B (rate only)	Kg	N/A									
141	4.5.37		2320.37	Precast Concrete	m ³	1,150									
142	4.5.38		2320.38	Steel Reinforcement	kg	500,000									
143	4.5.39		2320.39	Steel Guardrails	kg	5,200									

CIMFP Exhibit P-03436

PRICE ITEM		WBS CODE		PRICE ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY A	MAN HOURS (AT SITE) PER UNIT	MANPOWER COST/UNIT (\$ CAN) B	MATERIALS COST/UNIT (\$ CAN) C	EQUIPMENT COST/UNIT (\$ CAN) D	PROFIT COST/UNIT (\$ CAN) E	UNIT PRICE (\$ CAN) F = (B+C+D+E)	TOTAL PRICE (\$ CAN) G = A x F
No	REFERENCE Exhibit 2 - ATT 1	CODE	SUBCODE										
144	4.5.40		2320.40	Waterstop	m	1,350							
	4.6		2370	NORTH DAM - Auxiliary Services									
ELECTRICAL WORK													
145	4.6.1		2370.01	Exothermic Connections.	each	20							
146	4.6.2		2370.02	Bare, Stranded, Medium Hard-Drawn Copper Conductor, size 500 kcmil	m	815							
147	4.6.3		2370.03	Bare, Stranded, Medium Hard-Drawn Copper Conductor, size 4/0 AWG	m	16							
148	4.6.4		2370.04	Embedded Copper Grounding Plates	each	7							
SUB-TOTAL NORTH DAM													
								\$ -	\$ -	\$ -		\$ -	\$ -
Powerhouse Channels													
	5.1	3100	3120.00	Tailrace									
CIVIL WORK													
Tailrace Rock Plug - Overburden Excavation													
149	5.1.1		3120.01	Overburden Excavation, excluding excavation of Cofferdam 3 - Dry Conditions	m ³	12,000							
Tailrace Rock Plug - Rock Excavation													
150	5.1.2		3120.02	Tailrace Rock Plug Excavation including access ramp to powerhouse - Dry Conditions	m ³	170,000							
151	5.1.3		3120.03	Tailrace Rock Plug - Underwater Excavation	m ³	34,000							
Tailrace Rock Plug - Stabilization and Rock Surface Protection													
152	5.1.4		3120.04	Grouted Rock Bolts Type A	Unit	70							
153	5.1.5		3120.05	Grouted Rock Bolts Type C	Unit	20							
154	5.1.6		3120.06	Chain Link Wire Mesh - Installation	m ²	2,500							
155	5.1.7		3120.07	Chain Link Wire Mesh - Removal	m ²	20,300							
156	5.1.8		3120.08	Existing Temporary Safety Fence - Removal	m	1,200							
SUB-TOTAL TAILRACE													
								\$ -	\$ -	\$ -		\$ -	\$ -
ROW A	CALCULATED TOTAL OF LUMP SUM AND UNIT PRICE ITEM (BASED ON APPROXIMATE QUANTITIES), AS DETAILED IN ITEMS 1 TO 169											\$	-
ROW B	ESTIMATE OF TRAVEL ALLOWANCES - TRADES LABOUR											\$	-
ROW C	CALCULATED TOTAL OF LUMP SUM AND UNIT PRICE ITEMS (BASED ON APPROXIMATE QUANTITIES) PLUS ESTIMATED TRAVEL ALLOWANCES - TRADES LABOUR. (ROW C = ROW A + ROW B)											\$	-

NOTES

Note 1: If there has been an error in the calculation to establish the total of Column G (Total Price) or Column F (UNIT PRICE), then the figures of column A (Estimated Quantity of Units), column B (Man Hours), column C (Manpower), column D (Equipment) and column E (Profits) will prevail.

Note 2: This Document is provided to the bidders in Native Excel File format. It is the bidders responsibility to verify cell formats and formulas.

Note 3: Bidders shall not include any HST/GST from any source (whether from Bidder, subcontractor, vendors or suppliers) in the unit and lump sum prices in this Schedule of Price Breakdown. Bidders shall claim input tax credits on taxable supplies received from vendors, suppliers and subcontractors and thereof Bidders shall exclude HST/GST payable to the vendors, suppliers and subcontractors from the unit and lump sum prices in the Schedule. Bidders shall exclude HST/GST on the total listed in Row A.

FOR THE LOWER CHURCHILL PROJECT - MUSKRAT FALLS

This Appendix forms part of the Proposal submitted by:

Name of Bidder:

Request For Proposal, Package No: CH0009

Signature:

Date of Proposal: DD-MMM-YYYY

EXHIBIT 2
COMPENSATION

1.0 GENERAL

- 1.1 Company shall compensate Contractor for the Work, in accordance with the provisions of this Agreement. The total Contract Price for the performance of the Work consists of:
- the total of the fixed lump sum amounts and unit prices (times actual quantities), as listed in Appendix A – Schedule of Price Breakdown; plus
 - the actual travel allowances for trades labour as described in Section 10 of this Exhibit 2.
- 1.2 Subject to any additional compensation pursuant to a Change Order, the lump sum amounts and unit rates stated in the Schedule of Price Breakdown, plus the actual costs of travel allowances for trades labour, shall be fully inclusive of all obligations under this Agreement. Costs not specifically identified are deemed to be included in the lump sum amounts and unit rates for the Work. Company does not guarantee a minimum or a maximum amount of Work.
- 1.3 No payment in excess of the Contract Price will be made without a formal Change Order to the Agreement.
- 1.4 Invoices shall be issued by Contractor in accordance with Article 12 of the Agreement, Exhibit 2 – Compensation, Exhibit 3 – Coordination Procedures, and Exhibit 13 – Provincial Benefits.

2.0 FIXED LUMP SUM

- 2.1 The following provisions in this Section 2 apply only to Work completed on a lump sum basis.
- 2.2 The payment items for Work completed on a lump sum basis are stated in Appendix A – Schedule of Price Breakdown of this Exhibit. All such payment items are fixed prices and their aggregate total shall form the fixed lump sum price of this Agreement.
- 2.3 Lump sum items stated in Appendix A – Schedule of Price Breakdown shall include all elements necessary to achieve completion of the item, whether specifically identified, or whether inherent in the Work.
- 2.4 Pursuant to Article 12 of the Agreement, payment for each lump sum item shall be made progressively as the Contractor has satisfied the requirements of the payment item.
- 2.5 If required by the Engineer, the Contractor shall submit to the Engineer, before making its application for payment under this Agreement, an Acceptable schedule of values of the various parts of the Work and totalling the full amount of the fixed lump sum price. Such schedule of values shall be a more detailed breakdown of Appendix A - Schedule of

Price Breakdown. Subject to the Articles of Agreement and other provisions in this Exhibit 2, the schedule of values shall be used as a guideline for applications by the Contractor for payment.

- 2.6 Measurement of any Work items paid on a lump sum basis shall be undertaken on a monthly basis by Contractor and Engineer and submitted to Engineer for Acceptance.

3.0 UNIT PRICES

- 3.1 The following provisions in this Section 3 apply only to Work completed on a unit price basis.
- 3.2 Full compensation for unit price Work shall be determined in accordance with the unit prices set forth in Appendix A - Schedule of Price Breakdown of this Exhibit 2 (the "Unit Prices").
- 3.3 Any quantities of units estimated are not guaranteed, and payment shall only be for actual quantities of Work installed. There shall be no adjustment of the Unit Prices due to installed quantity variances (increases/decreases) from the estimated quantities.
- 3.4 Measurement of any Work items paid on a unit price basis shall be undertaken on a monthly basis by Contractor and Engineer. Such measurement shall form the basis of all progress and final payments for such Work items. Only Accepted unit price measurements shall form the basis of invoices of Contractor.
- 3.5 Unless otherwise specifically stated, all Unit Prices shall be complete and inclusive of all costs required for the Work.

4.0 REIMBURSABLE WORK

- 4.1 The following provisions in this Section 4 apply only to Work resulting from a Change Order which has been determined to be completed on a reimbursable basis. Contractor shall obtain prior Approval of Company or Engineer before commencing any such Work. Company will not be responsible for any amounts whatsoever in relation to such Work which has not been so Approved prior to its commencement.
- 4.2 Where applicable, full compensation to Contractor for full and complete performance of any Work performed on a reimbursable basis shall be the sum of the following costs (which include mark-ups for all overheads and profit) exclusive of HST:
- (a) Sum of Contractor's Labour Rates, as detailed in Appendix C - Personnel Rate Schedule, multiplied by Accepted hours of Work, detailed on Accepted timesheets;

- (b) Sum of Contractor's Equipment Rates, as detailed in Appendix D - Equipment Rate Schedule, multiplied by Accepted hours of use, detailed on Accepted timesheets; and
- (c) pre-Accepted material expenses, travel and mileage expenses, and third party expenses.

Contractor shall advise Engineer in writing when it has expended seventy-five percent (75%) of the total estimated price for such reimbursable Work.

The labour and equipment rates stated in the Appendices of this Exhibit 2 are fixed for the duration of the Agreement.

The Contractor shall not be compensated for any Contractor's Personnel not identified in Appendix C – Personnel Rate Schedule.

4.3 When Contractor is requested to purchase materials on a reimbursable basis:

- (a) All actual costs to Contractor for materials supplied for incorporation into the permanent facility to which the Work applies (including those costs related to transportation to the Site) shall be at actual invoiced cost to Contractor (exclusive of HST) as substantiated by invoices certified as paid or by such documentation as may be required by Company, plus a mark-up of five percent (5%). This Section 4.3 (a) does not refer to small tools which cost Contractor less than \$2,000.00 Canadian dollars each, or consumables and Personal Protective Equipment; the cost of these items is included in the Rates listed in Appendix C – Personnel Rate Schedule.
- (b) To be eligible for reimbursement, invoicing for third party supplied materials shall be fully supported by Billing Information and any other documentation that Engineer may reasonably require.
- (c) Company reserves the right to provide, at no cost to Contractor, materials, equipment, services, supplies or incidentals required to perform the Work.

4.4 When Contractor is requested to supply equipment on a reimbursable basis:

- (a) All costs of Contractor for Contractor-owned equipment shall be at the rates set forth in Appendix D - Equipment Rate Schedule.
- (b) When Contractor's equipment does not resemble the equipment having rental rates listed in Appendix D - Equipment Rate Schedule, the rate of such 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 Works, Services and

Transportation, Highway Design Division's Form 1000 entitled "Newfoundland Equipment Rental Schedule" at the time of the Effective Date.

- (c) All costs of Contractor, exclusive of HST, for equipment which is rented from third parties and does not resemble the equipment having rental rates listed in Appendix D - Equipment Rate Schedule - must be Accepted prior to rental and shall be at actual cost, exclusive of HST, to Contractor, including transportation to the Site, as substantiated by invoices certified paid or by such documentation as may be required by Company, plus a mark-up of five percent (5%).
- (d) To be eligible for reimbursement, invoicing for third party equipment shall be fully supported by Billing Information and any other documentation that Engineer may reasonably require.
- (e) For reimbursable equipment, Company reserves the right to substitute and provide, at no cost to Contractor, equipment to perform the Work. Contractor shall not be allowed to claim for loss of profit and/or any of its own costs resulting from such substitution by Company.

4.5 When Contractor requires third party services to assist with Work being performed on a reimbursable basis:

- (a) Contractor shall secure pre-Acceptance of any third party services that are required for the performance of the Work and are additional to that which is included in Appendix A - Schedule of Price Breakdown, Unit Prices and lump sum amounts. Company shall reimburse Contractor for the actual, documented and necessary costs (exclusive of HST) of such services.
- (b) All third party services provided by others for performance of the Work which have been previously Accepted shall be at actual cost to Contractor, exclusive of HST, of such third party services plus a mark-up of five percent (5%).
- (c) In no instance shall the third party rates plus mark-up exceed Contractor's rates for similar services.
- (d) To be eligible for reimbursement, invoicing for third party services shall be fully supported by Billing Information and any other documentation that Engineer may reasonably require.

4.6 When Contractor requires labour for Work being performed on a reimbursable basis:

- (a) All costs of Contractor for such labour shall be at the rates set forth in Appendix C - Personnel Rate Schedule, which rates include a mark-up for overhead and profit of twelve percent (12%). Contractor represents that such rates includes such mark-up.

- (b) All costs of Contractor, exclusive of HST, for labour that does not resemble that which is listed in Appendix C - Personnel Rate Schedule - must be Accepted prior to the engagement of such labour and shall be at actual cost, exclusive of HST, to Contractor, as substantiated by Accepted time sheets or by such documentation as may be required by Company, plus a mark-up of twelve percent (12%).
- (c) To be eligible for reimbursement, invoicing for such labour shall be fully supported by Billing Information and any other documentation that Engineer may reasonably require.

4.7 In relation to Contractor's unionized employees deployed at the Site under this Agreement, any and all costs, exclusive of HST, relating to Contractor provided:

- (a) air transportation;
- (b) travel allowance; and
- (c) board (but only to the extent that accommodations are not available at Site for such employees);

will be compensated in accordance with the applicable labour agreement between Contractor and its employees relating to the Site, as pass through expenses without any mark-up for administration, overhead and/or profit, provided that these have not already been included in the Contract Price as awarded. Contractor shall not be compensated for any other items, costs or expenses in relation to Contractor's Personnel.

4.8 For all Work carried out on a reimbursable basis, Contractor shall prepare time sheets for all Personnel, equipment, material and third party services assigned to the performance of the Work which will be provided daily to the Engineer for Acceptance. Copies of time sheets shall accompany all Contractor invoices.

4.9 When Contractor uses materials, equipment and/or services of any of its Affiliates or any Person with which Contractor has a non-arm's length relationship (including but not limited to common ownership, subsidiary, strategic partner or licensee) to undertake reimbursable Work, then the Contractor shall be entitled to charge Company the actual documented base cost of such Affiliate or Person (as the case may be) for such materials, equipment and/or services, subject to the removal of any element of overhead and/or profit, plus a mark-up of five percent (5%).

4.10 For all Work carried out on a reimbursable basis and to be performed by third party suppliers or service providers, Contractor shall solicit a minimum of three bids for material purchases of \$25,000.00 Canadian and greater. Contractor shall select the qualified bidder with the lowest bid unless otherwise directed and/or Accepted by

Engineer. Contractor's procurement process shall be subject to Acceptance. At Engineer's request, all received bids and bid evaluation information, including Contractor's award recommendation, shall be made available to Engineer prior to award.

5.0 CHANGES

Compensation for a Change shall be determined in accordance with the Articles of Agreement, this Exhibit 2 and Exhibit 3 – Coordination Procedures. Rates and prices outlined in Appendices A - Schedule of Price Breakdown (when applicable), C - Personnel Rate Schedule and D - Equipment Rate Schedule of this Exhibit 2 will apply for both increases and decreases in the Work.

Where any Work relating to a Change is performed without agreement between Company and Contractor on a price for such Work:

- (a) the adjustment to the Contract Price shall be in accordance with the provisions of the Articles of this Agreement; and
- (b) for the purpose of Article 14.10(b)(i) of this Agreement, the allowance referenced therein shall consist of:
 - (i) for purchased materials: the percentage amount stated in Section 4.3(a);
 - (ii) for supplied equipment: the amount included in the rental rates of Appendix D, and the percentage amount stated in Section 4.4(c);
 - (iii) for third party services: the percentage amount stated in Section 4.5(b);
 - (iv) for labour: the percentage amount stated in Section 4.6(b);

but only if, and to the extent that, purchased materials, supplied equipment, third party services and/or labour are required for such Change Work and Approved by Company.

6.0 STANDBY TIME

When the Work is suspended pursuant to Article 28.2 or Company requires Contractor to standby pursuant to Article 29.7 and, after Contractor's best efforts to mitigate any resulting expenses, it is necessary to retain equipment and /or labour in the Work area at Site for extended periods, as Approved by Company, the following provisions shall apply:

- (a) Company will pay Contractor for equipment standby time as follows:

- (i) for equipment, other than rented equipment and operated rented equipment, at fifty percent (50%) of the applicable rate stated in Appendix D - Equipment Rate Schedule; and
 - (ii) for rented equipment and operated rented equipment at one hundred percent (100%) of the lessor's invoice price.
- (b) Company will pay for labour standby time at the straight time rates listed in Appendix C – Personnel Rate Schedule – with the modifications as noted.
- (c) For all standby time Approved by Company, Contractor shall prepare daily time sheets for all labour and equipment assigned to the performance of the Work, which will be reviewed, and if Accepted, signed by the Engineer. Copies of time sheets shall accompany all Contractor invoices.
- (d) Payment for all such standby will be limited to not more than eight hours in a twenty-four hour day or forty hours in a week.

Notwithstanding the above, no compensation will be allowed for equipment that is inoperable due to breakdown, unavailability or the like. No payment will be allowed for equipment that is not operating because the Work has been delayed or suspended by Contractor for its own reasons.

7.0 MONTHLY PAYMENT FORECAST SCHEDULE

Appendix B - Monthly Payment Forecast Schedule - of this Exhibit 2 includes the Monthly Payment Forecast Schedule provided by Contractor. Company will pay the Contractor monthly for actual progress achieved which shall be accompanied by all relevant supporting documentation as Company or Engineer may require to verify completion of the progress.

8.0 PROJECT LABOUR AGREEMENT

This Agreement is based on Newfoundland and Labrador Regulation 67/13 – a Special Project order under the Labour Relations Act of Newfoundland and Labrador - and the associated Project Labour Agreement which has been negotiated for the Lower Churchill Project.

Project Labour Agreement (or “PLA”) means the “Collective Agreement between Muskrat Falls Employers’ Association Inc. and Resource Development Trades Council of Newfoundland and Labrador”. The PLA is included in Exhibit 11 - Company Supplied Documents.

The Contractor shall be bound to the terms of the PLA for the duration of its Work, become a member of the applicable Project Employers’ Association and name at least one (1) staff person to be responsible for daily labour relations matters at the Site. Prior to working at Site, all Contractor’s Personnel will be required to attend an LCP Site orientation session that includes:

health, safety and environment obligations; human resources policies, including respectful workplace, cultural sensitivity, gender equity and diversity; and labour relations, including PLA overview, Site standards, corrective action and dispute resolution.

9.0 LIQUIDATED DAMAGES FOR DELAY

If Contractor fails to achieve any of the following Milestones listed below by the date specified for such Milestone in Exhibit 9 - Schedule, Contractor shall pay Company as liquidated damages the full amount stipulated for that Milestone for each day, including any part thereof, of the delay of that Milestone, from the date the delay commenced to the date the Milestone is achieved, subject to the liability limit referred to in Article 26.1 of this Agreement, unless the failure to achieve the Milestone is due to an event of Force Majeure.

Milestone	Liquidated Damages per Calendar Day of Delay \$CAD
Substantial Completion	\$ 60,000.00

10.0 TRAVEL COSTS

10.1 Travel Allowances - Trades Labour: Company shall pay the actual travel allowances /air transportation of the Contractor’s trades labour covered by the Collective Agreement and working at Site. All such travel allowances/air transportation shall be strictly in accordance with the stipulations of the Collective Agreement. Arrangements for air transportation must be made at least two weeks in advance. These costs are pass through and Company shall not pay any mark-up, of any kind, on the travel allowances/cost of air transportation. Travel time is not reimbursable per the Collective Agreement.

10.2 Contractor’s Personnel Not Covered by the Collective Agreement: For all Contractor’s Personnel, working at Site and not covered by the Collective Agreement, including managers and staff:

- travel costs, including any travel time, to mobilize on commencement of the Work and to demobilize on completion of the Work are included in the lump sums for mobilization and demobilization under Price Items 1 and 26 respectively of the Schedule of Price Breakdown;
- travel costs for rotational leave during the execution of the Work are included in the Schedule of Price Breakdown under Price Items 6 and 7, under “Profit and Other”.

EXHIBIT 2 - APPENDIX A

SCHEDULE OF PRICE BREAKDOWN

EXHIBIT 2 - APPENDIX B

MONTHLY PAYMENT FORECAST SCHEDULE

EXHIBIT 2 - APPENDIX C
PERSONNEL RATE SCHEDULE

EXHIBIT 2 - APPENDIX D
EQUIPMENT RATE SCHEDULE

EXHIBIT 2 - APPENDIX E

ESTIMATED TRADE PERSON-HOUR SCHEDULE

EXHIBIT 2 - APPENDIX F

SWORN DECLARATION

SWORN DECLARATION – ACCOMPANYING INVOICE FOR PAYMENT

CANADA)	IN THE MATTER OF THE AGREEMENT
)	BETWEEN COMPANY AND
PROVINCE OF NEWFOUNDLAND)	[CONTRACTOR] DATED AS OF [DATE] FOR
AND LABRADOR)	THE [DESCRIPTION OF WORK] BEING
)	AGREEMENT NO. [INSERT NO.] (the
)	“Agreement”)

I, **[●]**, of the City of **[●]**, in the **[Province]/[State]** of **[●]**,**[Country]**, do solemnly declare that:

1. I am the **[title]** of **[full legal name of Contractor]** and as such have personal knowledge of the facts set out in this Declaration.
2. Defined terms used in this sworn Declaration but not defined in this Declaration have the meanings given to those terms in the Agreement.
3. All (a) payments due to Subcontractors, (b) wages and benefit payments due to any of the Contractor’s Personnel, and (c) Taxes, contributions, premiums, allowances and remittances due to any Authority, pension fund, benefit plan or union fund in accordance with a collective agreement or Applicable Laws, have been paid in a timely manner on or before the date of the Invoice and associated Payment Certificate to which this Declaration relates, subject to any withholdings or holdbacks required by Applicable Laws.
4. Title to the applicable part of the Work will pass to Company in accordance with Article 27 of the Agreement.
5. (a) There are no known outstanding Claims under the Agreement, including but not limited to Claims by Contractor against Company, except for those Claims which have already been communicated to Company in a timely manner in the form of Notice required by the Agreement and which are described and listed in the Appendix to this Declaration, including an estimate of the value of each such Claim;

or

- (b) There are outstanding Claims, including but not limited to Claims by Contractor against Company, which have not been communicated to Company and each of these outstanding Claims is described and listed in the Appendix to this Declaration and is delivered to Company in a timely manner, and there are no other known outstanding Claims under the Agreement, except for those Claims which have already been communicated to Company in a timely manner in the form of Notice

required by the Agreement and which are described and listed in the Appendix to this Declaration, including an estimate of the value of each such Claim.

- 6. The last application for payment for which we have received payment is No. _____ dated the _____ day of _____, 20__.

I make this Declaration conscientiously believing it to be true and knowing it is of the same force as if made under oath.

DECLARED before me at the City of _____)
[•], _____)
in the [Province]/[State] of _____)
[•], _____)
[Country] _____)
on [Month], [Date], 20[•] _____)
_____)

Name:
A Commissioner, etc.

Declarant

APPENDIX TO SWORN DECLARATION
[Date]

(a) Claims previously communicated to Company:

Description

Estimated Value

(b) Claims not previously communicated to Company:

Description:

Estimated Value: