

**SECTION 120**  
**PURCHASE OF LUMBER**

Whenever the Contractor is required to purchase lumber for use on this contract he must use lumber that has been manufactured in the Province of Newfoundland when such lumber is available in suitable quality.

**SECTION 121**  
**MOVEMENT OF CONTRACTOR'S PLANT**

Whenever it becomes necessary to transport Contractor's plant, machinery or materials, the Contractor shall have no claim against the Department for any cost or delay that may be incurred or occasioned by reason of the condition of any road, bridge, or any natural obstruction.

**SECTION 122**  
**LINES AND GRADES**

All lines and grades shall be furnished by the Engineer on the offset stakes. Slope stakes will be placed as required by the Engineer.

For contracts involving the construction of structures, the Engineer will furnish the road centerline, centerline of one bearing and a bench mark.

Whenever necessary the Contractor's operations shall be suspended to permit the placing of stakes and the setting of grades. Every effort will be made to make such suspensions as brief as practicable, but the Contractor shall not be allowed any compensation for such suspensions.

The Contractor shall give the Engineer ample notice of the time and places where the lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the Contractor and in the case of their destruction or removal by him, or his employees, such stakes or marks, etc., shall be replaced by the Engineer at the Contractor's expense.

The Contractor shall be responsible for transferring the lines and grades from the offset stakes.

**SECTION 123**  
**STORAGE FACILITIES**

The Contractor shall supply proper storage facilities at his own expense and shall be responsible for the care of all materials until placed in the works.

**SECTION 124**  
**NOTICES BY CONTRACTOR**

All necessary notices to waterworks, gas, electric light or power, cable television, telephone or telegraph companies, owners or occupants of property, or other interested parties shall be given by the Contractor at least two weeks in advance of the work, except where the serving of such notice is the express duty of the Department. One copy of all such notices shall be forwarded by registered mail to Engineer/Architect of the Department.

**SECTION 125**  
**WAGES OF FLAGPERSON**

Where flagpersons are required for the control and direction of traffic, either in accordance with Section 715 "Flagperson's Operations", or as requested by the Engineer, then the Contractor shall be compensated at the contract price for flagperson hours.

Measurement for payment will be the number of hours, rounded to the nearest half hour, that each flagperson works as required by the Engineer. No payment will be made for meal periods unless the flagperson actually works through the meal periods.

Payment at the contract price for flagperson hours shall be compensation in full for all costs to provide the flagperson; including wages, board and lodging, U.I.C., premiums, etc., and profit.

Contractors are advised that only employees who have received proper training can be claimed for under this section. Flagpersons shall be equipped with either 2-way or 3-way radios for communications only. Flagpersons shall not be permitted to use any cellular devices during hours of operation unless it is deemed an emergency. Flagpersons seen using cellular devices for any other purposes will be requested to leave site and shall be replaced immediately.

## **SECTION 126**

### **HARMONIZED SALES TAX**

Contractors are advised that government is not exempt from the Harmonized Sales Tax (HST). The total tender price quoted by the Contractor on the tender form shall include the HST in accordance with the HST amount shown separately at the end of the unit price table. HST is not to be included with the individual unit prices in the unit price table. The Dept. Of Works, Services and Transportation will pay the HST to the Contractor with each regular progress billing.

## **SECTION 128**

### **CERTIFICATE OF RECOGNITION**

The Contractor shall within 14 days of award of the contract, and prior to commencement of the work, provide a Letter of Good Standing, clearly stating Certificate of Recognition from the Newfoundland and Labrador Construction Safety Association (NLCSA), Certificate of Recognition (COR) Program. The Contractor must remain in good standing with the COR program for the full duration of the contract.

At anytime during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance, via letter of good standing, stating Certificate of Recognition from the NLCSA by any or all of his or her Subcontractors.