

## **SECTION 150**

### **FORCE ACCOUNT PAYMENT**

Where work is required for which no contract unit prices exist, then this work will be paid in accordance with Clause GC 19.1(c) of the General Conditions of the Contract.

With reference to Actual Cost as mentioned in Clause GC 19.1(c), Payroll Burden together with Board and Lodging shall be considered as components of Actual Cost.

For Contractor's personnel working on Force Account Work, who are lodged in the Contractor's own accommodations, Board and Lodging expenses allowed shall be at the same rates as those detailed in Section 112.

However, for Contractor's personnel working on Force Account work, who are lodged in a hotel, Board and Lodging expenses allowed shall be the actual billed cost of hotel accommodations, plus compensation for meals at the same rates as those detailed in Section 112.

When the Contractor does work with their own forces, including their own equipment, the rental rate for equipment, which includes overhead and profit, shall be as specified in Division 10, Equipment Rental Rate Schedule. Additional allowance for overhead and profit in accordance with General Conditions of the Contract. Clause 19.1(c) shall be calculated upon materials, labour and payroll burden only.

When the Contractor does work with rented equipment and the equipment is approved by the Owner's Representative, the Contractor shall be entitled to reimbursement equal to the rental cost of the equipment, supported by detailed invoices, plus a markup of ten (10%) percent on the rental cost to cover overhead and profit.

When the Contractor does work with their own forces including their own equipment, but a rental rate for the equipment is not included in Division 10, the rental rate for the equipment in question shall be calculated by the Department.

If force account work is being carried out under a formal contract, which has been tendered by the Department, and changes in the work are made through the General Conditions of the contract, Clause 18 and/or 19, as the case may be, then payroll burden shall be calculated to be 35% of the cost of labour.

Where a flagperson is required during the carrying out of Force Account Work, the flagperson shall be compensated for in accordance with the provisions given in Section 125 dealing with flagperson hours, without any additional mark-up for overhead or profit.

## **SECTION 151**

### **FENCES**

The Contractor shall, when as directed by the Owner's Representative, remove and replace fences in new positions and shall not, without the express consent of the Owner's Representative, leave any land from which a fence has been removed open to the public overnight. The Contractor shall supply materials, tools and labour necessary for the removal and re-erection of fences and shall perform the work to the satisfaction of the Owner's Representative.

Payment will be made in accordance with the appropriate Contract Unit Price. However, on those jobs where fencing is not a contract item, payment will be made in accordance with the provisions of General Condition 19.1.

## **SECTION 153**

### **WEIGHT RESTRICTIONS**

The Contractor shall be responsible for the compliance with Provincial and Departmental weight restrictions, by both their own vehicles and any hired trucks hauling materials for use on this contract or on any Departmental or private work the Contractor may undertake. Should the Contractor wish to haul materials for use in this contract over a Department maintained road before first weighing the materials, the Contractor shall give the appropriate Regional Engineer adequate forewarning as to the proposed travel route and the times at which loads will be transported so that portable scales may be set up to check for compliance with the highway weight regulations.

Off Highway Trucks are not permitted to operate on Provincial roads without the approval of the Owner's Representative and Service NL. In addition, all bridges will be restricted to standard highway loadings and Off Highway trucks are not permitted to cross any bridges without the written approval by the Chief Bridge Engineer or their delegate.

The Owner's Representative is empowered to take immediate action to ensure compliance with all acts and regulations.

## **SECTION 154**

### **TEMPORARY RAILWAY CROSSING**

Where a railway line crosses the job, and should the Contractor want to use a temporary crossing to obtain access to the job site on both sides of the tracks, then it shall be the responsibility of the Contractor to obtain a permit from the railway company and to co-ordinate all the necessary details of the construction of the temporary crossing with the

railway company. The Contractor shall provide the Department with a copy of the written authorization by the Railway prior to commencing any work.

The Contractor shall be responsible for all costs associated with the application for permission, the installation and the maintenance of the temporary railway crossing during the time until the contract is completed.

The Department shall not be held responsible for any delays caused to the Contractor by problems in co-ordinating the work with the railway company.

No payment will be made to the Contractor for this item.

## **SECTION 155**

### **EXTENSIONS TO ROAD CONTRACT**

Contractors are advised that they may be required to undertake work in addition to the sections of road covered in this contract. Should the Owner's Representative request the Contractor to undertake additional work and the Contractor agrees, the work will be performed as per Contract Unit Prices subject to adjustments, plus or minus, for the difference in haulage cost of the additional work and that of the contract.

In contracts where overhaul is a bid price, haulage cost will be based on the appropriate bid unit price. Otherwise, payment adjustment for each item is given by the subtraction of the cost calculated at the rates set below to haul the quantity of the item placed on the extension minus the product of the "Specific Haul Cost" for the item, times the quantity of the item placed at the extension.

"Specific Haul Cost" for each item shall be defined as the cost calculated at the rates set below to haul the actual quantities of the item placed on the contract divided by the actual quantity, in tonnes, of the item placed on the contract.

In contracts where overhaul is not a bid price, haulage rates will be set at \$0.33 per tonne-kilometre for excavated rock and asphalt and \$0.25 per tonne-kilometre for all other excavated materials and granulars.

## **SECTION 156**

### **CONTINGENCY AMOUNT**

This amount is estimated to cover expenditures for foreseeable work to be carried out by the Contractor, the cost of which is not included in the tendered unit prices for the contract. This work will include but is not restricted to payment for such items as fencing, repairs to private property, etc. This amount will also cover payment for expenditures incurred

by the Contractor that could not be foreseen when the contract was prepared such as but not limited to, increase in taxes during the life of the contract, etc. This is not a lump sum payment to Contractors. No payment will be made except where the expenses are approved by the Owner’s Representative and properly invoiced.

**SECTION 157**

**MOBILIZATION AND DEMOBILIZATION**

Mobilization shall be defined as the loading, transportation, unloading, and complete set-up of all plant, materials, and equipment necessary to complete the work associated with the contract. Demobilization shall be defined as the decommissioning, loading, transportation, unloading and mothballing of all plant, excess materials and equipment, as well as site clean-up, and submission of any required final project documentation after the work associated with the contract is complete.

Where excess materials are demobilized and the Department purchases these materials, demobilization shall include the loading, transportation and unloading of the same from the job site to the nearest district or regional depot. Demobilization does not apply to the loading, transportation to a storage site, and removing of existing materials, which are to be salvaged.

The Contractor is advised that payment at the lump sum price for Mobilization and Demobilization shall be compensation in full for all labour, supplies, materials and equipment use required to mobilize and demobilize plus the provision of storage and security required during the mobilization and demobilization phases of the work.

For Bridge Rehabilitation Projects, refer to Section 919 for information regarding additional requirements specific to that type of work.

The price bid for this item in contracts on the island portion of the province shall not exceed the limits given in the following table for the Island Portion of Province:

**Island Portion of Province**

Total Estimated Tender (including Mobilization & Demobilization but not including HST)	Mobilization & Demobilization Tender Item Maximum Bid Permitted
Less than \$500,000	10% of Total Estimated Tender

Total Estimated Tender (including Mobilization & Demobilization but not including HST)	Mobilization & Demobilization Tender Item Maximum Bid Permitted
Between \$500,000 & \$1,000,000	\$50,000 + 7.5% of the amount that the Total Estimated Tender exceeds \$500,000
Greater than \$1,000,000	\$87,500 + 5.0% of the amount that the Total Estimated Tender exceeds \$1,000,000

The price bid for this item in contracts in the Labrador portion of the province shall not exceed the limits given in the following table for Labrador:

**Labrador**

Total Estimated Tender (including Mobilization & Demobilization but not including HST)	Mobilization & Demobilization Tender Item Maximum Bid Permitted
Less than \$1,000,000	15% of Total Estimated Tender
Between \$1,000,000 & \$2,000,000	\$150,000 + 12.5% of the amount that the Total Estimated Tender exceeds \$1,000,000
Greater than \$2,000,000	\$275,000 + 10.0% of the amount that the Total Estimated Tender exceeds \$2,000,000

Should the amount bid exceed the limits specified, the tender will be considered unbalanced and shall be rejected.

**BASIS OF PAYMENT**

For Bridge Rehabilitation Projects, refer to Section 919 for details regarding payment for Mobilization and Demobilization.

For projects with a bid price of \$300,000.00 or less, at the time of tender, fifty percent of the total of this item shall be paid on the first progress estimate provided that the Contractor has fully mobilized, and 50% will be paid on the final progress estimate. In

instances where the Contractor has not fully mobilized, payment shall be as determined by the Owner's Representative with all considerations due to the specifics of the work.

For projects with a bid price over \$300,000.00, at the time of tender, payment\* for this item will be made in partial payments as follows:

- No Mobilization & Demobilization will be paid until 5% of the tender price (excluding Mobilization & Demobilization) is achieved.
- When 5% of the tender price is earned by the progress to date in contract items (excluding Mobilization & Demobilization), 20% of the amount bid for this item will be paid.
- Continued progress payment based on a prorated amount for the percentage of work completed – up to a max of 80% of the bid amount.
- 20% once the contract has reached final completion

There shall be no change in the lump sum price of this item due to a change in contract scope or an extension to the contract completion date. At no time shall the total of the amounts paid to the Contractor under this item be greater than the tender's lump sum bid price.

The payments for the lump sum price shall be full compensation for the work under this item regardless of the number of times the Contractor mobilizes/demobilizes to the project location(s).

\*Payments for interim blasting, crushing, stocking aggregate and materials on site are not considered as value of work completed on a bid item when payment for this item is calculated.

## **SECTION 158**

### **DISPOSAL AREAS**

Where the Contractor wishes to dispose of excess materials from the Work onto private lands, the Contractor must:

1. Satisfy themselves that the land is actually owned by the private individual.
2. Be responsible to obtain permission from any property owner for use of their land as a disposal area for excess materials from the Work.
3. Dispose of all materials in such a way to conform to all Federal, Provincial and Municipal Regulations including buffer zones around waterbodies, environmentally sensitive areas, etc...
4. Have the property owner sign and date a release form supplied by the Owner's Representative for the approval to use the land as a disposal site.

5. Sign and date the release form and provide a copy of the signed release to the Owner's Representative including a description of the locations used for disposal.
6. Be responsible for all costs associated with the disposal and rehabilitation of the disposal area.

Release forms hold the Department free from any and all claims related to the placement of excess materials from the Work onto private property. Release forms will be provided by the Owner's Representative and no disposal activities shall take place until the Owner's Representative has been provided with a copy of the signed release form.