

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

The following SPECIAL PROVISIONS shall be included as part of the CITY OF LONDON SUPPLEMENTAL STANDARDS GENERAL CONDITIONS OF CONTRACT (SGC) of the City of London and shall amend those Sections of the STANDARD CONTRACT DOCUMENTS as may apply.

These Special Provisions are applicable to this Contract.

1. Equipment Costs

The Contractor is responsible for provision of any/all rental equipment, labour and materials to complete the contract work in its entirety for the Total Contract Price. No additional compensation is allowed/permitted to complete such work.

2. Valuation of Variations

Clauses GC 8.02.04.03, GC 8.02.04.04, GC 8.02.04.05, and GC 8.02.04.08 of the Ontario Provincial Standards (OPS) General Conditions of Contract shall be superseded by the following:

- a) The Engineer may issue Requests for Quotations or Contemplated Change Notices that may alter the quantities and/or scope of work as defined in the Tender. All such work shall be valued at the price set out in the Schedule of Items and Prices on the Schedule of Additional Unit Prices if, in the opinion of the Engineer, the same shall be applicable.
- b) If the Contract does not contain any prices applicable to the extra, additional, or omitted work, then the Contractor and Engineer may agree on a price for such work; in which case the price shall be comparable to prices quoted on work of similar nature.
- c) If the methods of evaluating extras described in a) and b) herein are clearly inapplicable, then the Engineer may direct that extra work shall be done by the Contractor on a cost-plus basis provided for payment as follows:
 - .1 The actual cost of all labour, including an allowance for Payroll Burden required directly for the performance of extra work plus 15 % of the same.
 - .2 The actual cost of all materials including transportation charges required directly in the extra work, plus 15% of the same.
 - .3 Rental for machinery and heavy equipment, such as tractors, bulldozers, ditching machines, air compressors, concrete mixers and graders, for the actual time required in operations for the performance of the extra work, to which no percentage shall be added.
- d) If the Contractor is directed to carry out extra or additional work on a cost-plus basis and proposes to have such work or a part thereof carried out by a Subcontractor or a Sub-Subcontractor, they shall notify the Engineer to that effect before commencing the said work. Provided that the Contractor's proposal and all Subcontractors and Sub-contractors involved have first been approved by the Engineer, the Contractor may claim payment from the Owner for such work as follows:

- i) In respect of work carried out by the Contractor's own forces, an amount equal to the sum of the amounts provided for under c) .1, .2 and .3 above.
 - ii) In respect to work carried out by a Subcontractor's forces, an amount equal to the sum of the amounts provided for under c) .1, .2, and .3 above plus 5% of such sum.
 - iii) In respect of work carried out by a Sub-subcontractor's forces, an amount equal to the sum of the amounts provided for under c) .1, .2 and .3 above plus 5 % of such sum plus a further 5% of the total so obtained.
- e) The compensation provided for above shall be payment in full for all charges including superintendence, overhead, the use of small tools and profit.

3. Constructor

For this project the contractor shall be the project constructor as defined by the Occupational Health and Safety Act. The contractor shall be responsible for ensuring space and time separation, as required, with any other constructor who may be working nearby.

4. Liquidated Damages

- .1 Liquidated damages shall be assessed in accordance with the City of London's Supplemental General Conditions of Contract, clause GC 8.02.09.
- .2 Contract administration cost incurred by the Contract Administrator, including field supervision and inspection, as a result of any delay in completion of the Contract shall also be eligible for liquidated damages.
- .3 Any extension of Contract Time must be applied for, in writing, at the time of the work or occurrence for which the Contractor seeks an extension. Failure to submit such request shall invalidate the Contractor's claims. Claims submitted on or near the Contract completion date for work done previously will not be accepted.

5. Regulatory Requirements

Be responsible for making application and submitting all electrical drawings and specifications as required to the Inspection Department of the Electrical Safety Authority (ESA). It is essential this be done soon after award of the Contract.

6. Construction Safety Measures

- .1 Observe and enforce construction safety measures of National Building Code, latest edition, Part 8, Provincial Government, Workplace Safety & Insurance Board, municipal statutes, and WHMIS.
- .2 In the event of conflict between any provisions of above authorities, the most stringent provision governs.

7. Safety**.1 General**

- .1 Conform to the regulations of the Occupations Health & Safety Act and all City of London Safety Requirements.
- .2 If, at any time, the Contract Administrator or Inspector considers the works to be unsafe, he may order the Contractor to remedy the situation. Should the Contractor fail to take adequate measures, the Contract Administrator may order the work to cease until such measures have been taken. Such delay shall not be cause for an extension of Contract time, nor for additional compensation.

.2 Owner as Constructor:

The definition "Owner as Constructor" has been removed in its entirety from the City of London Standard Contract Documents, Supplemental General Conditions of blue pages, SGC-1 and SGC-2, dated November 1, 2005 and November 1, 2004 respectively.

8. Lockout/Tagout Procedure

- .1 The Contractor and their employees and Sub-Contractors shall employ and strictly follow the City of London Lock-out/Tag-out procedure at all times.
- .2 It is the worker's responsibility to ensure that it is safe to proceed with work. The presence of a City of London lock or tag shall not relieve the worker of this responsibility and the worker shall not rely on such as an indication of safe work conditions.

The City of London Lockout/Tagout procedure is appended to this Section.