

This specification outlines the Owner's responsibilities in the situation where Work, or any part of it, is suspended by order of the Owner for a reason which is not related to the Contractor's performance of the Work. The Owner may consider a claim for payment of standby costs which are incurred by the Contractor.

## PART 1 REFERENCES

This specification refers to the following standards, specifications, or publications:

Government of Newfoundland and Labrador, Department of Transportation and Infrastructure (TI), Municipal Infrastructure Division:

Equipment Rental Rate Schedule

## PART 2 GENERAL

### 2.1 SCHEDULE

- .1 The project schedule will be considered to be extended by the number of days incurred approved during delay.

### 2.2 SUBMISSION

- .1 The Force Account forms with the appropriate backup are to be submitted daily and agreed upon by the Owner's Representative.

## PART 3 PRODUCTS

### 3.1 NOT APPLICABLE

## PART 4 EXECUTION

### 4.1 NOT APPLICABLE

## PART 5 PAYMENT

### 5.1 MEASUREMENT FOR PAYMENT

- .1 When such costs are claimed, they shall be legitimate, reasonable, and supported by proper documentation as required by the Owner.
- .2 Such costs shall be submitted in accordance with Section 01610: Force Account Payment with 50 % of the Department of Transportation and Infrastructure, Municipal Infrastructure Division Equipment Rental Rate

Schedule rates used. In some instances the actual rental/lease rate may apply, with the appropriate invoices, where that cost is higher than the proposed rate. Use of this Equipment Rental Rate Schedule is as outlined Section 01610.

- .3 The Owner will not pay for standby costs related to any of the following:
  - .1 Weather or other natural conditions;
  - .2 Failure by the Contractor to carry out orders given by the Owner;
  - .3 Any failure by the Contractor to comply with a requirement or provision of the Contract;
  - .4 Any failure by the Contractor to provide for the safety of the public or theirs, the Owner's or the Owner's Representative's work force;
  - .5 Any failure by the Contractor to protect the property of the Owner or others;
  - .6 Any delay occurring while defects or failures in the Work are being remedied;
  - .7 Any change in the quantity of any item of Work from the estimated quantity shown in the MERX Schedule of Quantities and Prices;
  - .8 Any equipment or workforce which was not actually present and actively working on the Work immediately prior to the suspension of the Work;
  - .9 Any haul trucks or their drivers used on the Work;
  - .10 Any suspension of the Work that is less than four (4) hours in duration in a single business day;
  - .11 Any suspension of the Work that is less than four (4) hours in duration over any three (3) consecutive business days; or
  - .12 Testing of Material or Work for compliance with Specifications and Plans.
- .4 When the Owner fails to provide right-of-way necessary for access to the Work, and has not so notified the Contractor in the special provisions of the Contract, and in the Owner's opinion alternate Work areas are not available or practical to allow continued prosecution of the Work, the Owner may consider the payment of a claim for standby, which shall not in any case exceed 10 business days.
- .5 When a claim for standby is considered by the Owner, direct costs which, in the opinion of the Owner, could not have been avoided by the judicious handling of forces, equipment or plant, will be paid to the Contractor in an amount that the Owner may find to be fair and reasonable. No item of cost other than idle time rate of equipment and necessary payments for idle time of workers will be considered.
- .6 Compensation for standby time of workers and equipment will be determined by the Owner, and in accordance with the following:

- .1 The time paid for will not exceed ten hours in any one day;
- .2 Those days not part of the normal schedule will be excluded (i.e. Holidays, days off, etc.); and
- .3 Overhead and profit will be excluded.
- .4 Upon termination of the suspension by the Owner, the Contractor shall resume operations at once.

5.2 BASIS OF PAYMENT

- .1 Payment for Standby Compensation shall be made with each progress payment, based on Daily Force Account Reports (excluding Overhead and Profit) complete with change order signed by the Regional Engineer, and detailed invoices in accordance with General Conditions, GC 18 - Changes in the Work and GC 19 - Valuation and Certification of Changes in the Work, as approved by the Consultant/Owner. All Daily Force Account Reports are to be signed daily by the Owner's Representative to ensure accuracy.

Not For Construction