
SUPPLEMENTARY GENERAL CONDITIONS

SGC 1.0 - LIQUID ASPHALT COST ADJUSTMENT

- (a) Adjustments will be made to progress estimates to compensate for changes in liquid asphalt prices at time of tender and prices in effect during construction. Increases or decreases in excess of 5% of the Benchmark Tender Price will be paid or deducted accordingly. The governing price will be the average price quoted by local suppliers on the 20th of each month for the Holyrood and Come by Chance Terminals. This adjustment will include any changes in taxes outlined in GC 22.2.
- (b) The benchmark price shall be the most recent price published on Municipal Infrastructure's website, under MI Liquid Asphalt and Petroleum Cost Adjustment at time of tender close. The adjustments shall be computed based on changes in the average monthly price in excess of or less than this benchmark at time of production. The Owner shall then calculate the adjustment to be stated in the Monthly Progress Estimates.
- (c) The liquid asphalt cost adjustment shall be calculated using the quantity of the item added to the progress estimate since the last estimate. In cases where liquid asphalt is included in the price of Asphalt Concrete, the liquid asphalt quantity will be determined using the mix design.

SGC 2.0 - FEDERAL/PROVINCIAL FUNDED PROJECTS

For Federal/Provincial funded projects the following should apply:

- (a) No former Federal public office holder who is not in compliance with the post-employee code for public office holders shall be permitted to benefit on this project.
- (b) No member of the House of Commons or Senate of Canada or the House of Assembly of Newfoundland & Labrador shall be permitted to benefit on this project.
- (c) His Majesty the King in right of Canada shall be added as an additional named insured in GC 26 and GC 27.

SGC 3.0 - PETROLEUM PRODUCTS COST ADJUSTMENT

Adjustment will be made to progress estimates to compensate for changes in fuel prices at time of tender closing and prices in effect during construction. Increases or decreases in excess of 10% of the Benchmark Tender Price will be paid or deducted accordingly. The governing price will be the most recent price, for the zone in which the majority of the contract is being carried out, established by the

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Petroleum Products Pricing Commissioner at time of tender close. This adjustment will include any changes in taxes outlined in GC 22.2.

The adjustment for fuel cost variation shall apply only to those items given in the accompanying list. For other tender items, there will be no fuel cost adjustments.

The benchmark price shall be the price established by the Petroleum Products Pricing Commissioner at time of tender. The adjustments shall be computed based on changes in the monthly price in excess of or less than this benchmark at time of production. The Owner's Representative shall then calculate the adjustment to be stated in the Monthly Progress Estimate.

For the contract items included in the accompanying list, the fuel cost adjustment shall be calculated using the quantity of the item added to the progress estimate since the last estimate.

The fuel cost adjustment shall be credited to, or debited from, the progress estimate depending on whether the prices during construction are higher than, or less than, the benchmark at time of tender closing.

- a) Mass Excavation Common Material shall include: site work and grading; excavation, trenching and backfilling; and roadway excavation, embankment and compaction.
- (b) Mass Excavation Solid Rock shall also include: Ditching Solid Rock; Quarried Rock; Rock Fill in Place including Armour Stone; and Excavation for Foundation Solid Rock.
- (c) If the granular material or asphalt aggregate is produced from a rock quarry source, an additional 1.0 L/t of clear diesel fuel will be added to the quantity shown in the table.

Contract Item	NOMINAL FUEL CONSUMPTION RATE (litres)		
	Clear Diesel Fuel	Furnace Oil	Marked Diesel Fuel
Mass Excavation Common & Imported Common	2.0 L/m3	N/A	N/A
Mass Excavation Solid Rock	4.0 L/m3	N/A	N/A
Trench Excavation: Common Material	5.0 L/m3	N/A	N/A
Trench Excavation: Rock	10.0 L/m3	N/A	N/A
Granular Material	1.0 L/t	N/A	1.0L/t
Asphaltic, Base Surface & Levelling Courses	1.0 L/t	11.0L/t	2.0L/t

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	NOMINAL FUEL CONSUMPTION RATE (litres)		
Armour Stone Excavation	4.0 L/m3	N/A	N/A

SGC 4.0 CERTIFICATE FOR PAYMENT

In reference to GC 21, the sixty (60) day interest free period for payments starts the day after a mutually acceptable application for payment has been submitted by the Contractor.

SGC 5.0 - PROJECT DURATION

A Working Day shall be defined as ten (10) hours.

The estimated contract value must include cost of materials supplied under separate contracts.

The table below is a guide for determining Working Hours for Water and Wastewater projects only. The Owner reserves the right to alter the schedule to meet their needs.

For other project types, this table may or may not be referenced.

The Owner will base the allowable number of Working Days to substantially perform the project by the following table or an interpolation thereof:

Estimated Contract Value	Working Hours (Days) (for Substantial Performance)
0 to 150,000	220 (22)
500,000	450 (45)
1,000,000	740 (74)
1,500,000	940 (94)
2,000,000	1120 (112)
2,500,000	1220 (122)
3,000,000	1350 (135)
3,500,000	1480 (148)
4,000,000	1570 (157)

Should the final tender value differ from the estimate, there will be no allowance to change the working hours.

SGC 6.0 – Builder's Risk Insurance

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In reference to GC 27, Builder's Risk insurance is only required where a structure (i.e. building) is being newly constructed or renovated. The requirement for Builder's Risk insurance is outlined in the Insurance Form.

The value of the coverage for the Builder's Risk Insurance is the total value of the completed structure, including materials.

SGC 7.0 – As-Builts

In reference to GC 1.13 Substantial Performance, GC 21 Certificates and Payments, and Section 01720, the recording of the as-built conditions are required to be submitted for review prior to the issuance of the Substantial Performance Certificate. This forms part of the requirement to be deemed substantially performed.