

SUPPLEMENTARY GENERAL CONDITIONS

Dept. of Transportation & Works
Government of Newfoundland & Labrador

1. **GC17 INDEMNIFICATION**

- (a) Except as provided in (b) the Contractor shall be liable for, and shall indemnify and hold harmless the Owner against all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising under any statute or Common Law:
- (i) in respect of personal injury to or the death of any person whomsoever arising out of, or in the course of, or caused by the carrying out of the work; and
 - (ii) in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of, or in the course of, or by reason of the carrying out of the work.
- (b) The Contractor shall not be liable under (a) if the injury, death, loss or damage is due to any act or neglect of the Owner.

2. **GC22 TAXES AND DUTIES**

Add to Clause 22.1, the following:

CONTRACTORS ARE ADVISED THAT GOVERNMENT IS NOT EXEMPT FROM THE HARMONIZED SALES TAX (H.S.T.). THE LUMP SUM PRICE QUOTED BY THE CONTRACTOR ON THE TENDER FORM SHOULD INCLUDE THE HST. THE DEPT. OF TRANSPORTATION & WORKS, WILL PAY THE HST TO THE CONTRACTOR WITH EACH REGULAR PROGRESS BILLING.

3. **GC23 LAWS, NOTICES, PERMITS AND FEES**

Add the following to Clause 23.1

The Department is not required by law to obtain any permit from any municipality in this Province related to the Work. As such, the Contractor is not to carry the cost of a municipal permit related to the conduct of the Work as part of the Contractor's tender price related to the same. If any such permit is found by the Department to be required as it deems fit, the payment for such to the municipality concerned will either be directly by the Department as Owner, or alternately by the Contractor on behalf of the Owner. If payment of any such permit is by the Contractor on behalf of the Owner, the Department will issue a change order to allow for its payment. Nothing in this S.G.C. relieves the Contractor of its obligation to make such filings and to submit such documents and notices with respect to the Work on behalf of the Owner as are normally required by the municipality to facilitate its conduct. Further the Contractor is to advise the Department of any request by a municipality that the Contractor pay for and obtain a permit related to the conduct of the Work. The Department and the Contractor will jointly deal with any

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such requests in the manner provide for in this S.G.C. All other permits are remaining the responsibility of the contractor.

4. **GC 25 WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION**

25.3 Non incorporated companies I. e. partnerships, sole proprietorships, and independent operators must provide coverage for any employees and personal coverage for the principal(s).

5. **INSURANCE**

Contractors are advised that General Conditions #26 LIABILITY INSURANCE and #27 PROPERTY INSURANCE are revised as follows:

GC 26 LIABILITY INSURANCE

26.1 Commercial General Liability Insurance

- (a) Without restricting the generality of GC 17 - Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Commercial Liability Insurance acceptable to the Owner and subject to limits set out in detail in the Supplementary General Conditions inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.
- (b) This insurance shall include as an additional insured Her Majesty the Queen in Right of Newfoundland and the Occupant/Operator of the property. The Contractor shall not commence any work until he obtains, at his expense, all required insurances as specified in the General Conditions and the Supplementary General Conditions. Such insurance must have the approval of the Engineer/Architect and be to the limits, form and amounts specified. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been compiled with by the Subcontractor.
- (c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner with respect to work performed by the Contractor, but excluding professional liabilities associated with such architectural and engineering consultants.
- (d) The Commercial General Liability Insurance will not be limited to, but shall include coverage for:
 - 1) premises and operations liability
 - 2) products or complete operations
 - 8) personal injury liability
 - 9) liability with respect to

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Liability	non-owned licensed vehicles
3) blanket contractual liability	10) shoring, blasting, excavating,
4) broad form property damage	underpinning, demolition, pile
5) cross liability	driving and caisson work, work
6) elevator and hoist liability	below ground service, tunnelling and
7) contingent employer's liability	grading, as applicable only.

26.2 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of (i) owned licensed vehicles and (ii) leased vehicles, subject to limits set out in the Supplementary General Conditions inclusive.

26.3 Aircraft and Watercraft Liability Insurance

The Contractor shall provide and maintain liability insurance with respect to owned and non-owned aircraft and watercraft, as may be applicable, subject to limits set out in the Supplementary General Conditions inclusive. Such insurance shall be in the names of the Contractor, Her Majesty the Queen in Right of Newfoundland, the Owner and the Engineer/Architect as defined in 26.1(b) and (c) where they have an insurable interest in the use and operation of such aircraft and watercraft.

26.4 Completed operations shall be maintained continuously until twelve (12) months after the date the Engineer/Architect issues a Certificate of Substantial Performance.

26.5 All insurance policies shall contain an endorsement requiring notification of Her Majesty and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change, except in the event of non-payment where policy conditions dealing with termination will apply.

GC 27 PROPERTY INSURANCE

27.1 The Contractor shall provide and maintain property insurance, acceptable to Her Majesty the Queen in the right of Newfoundland, insuring the full value of the work in the amount of the contract price and the full value as stated of products for incorporation into the work. The insurance shall include as additional insured Her Majesty the Queen in Right of Newfoundland. This insurance requirement shall not apply to public schools.

27.2 Such coverage shall be provided for by **either** Broad Form Builders' Risks Policy or an Installation Floater **or** Piers, Wharves, and Docks Rider.

27.3 The policies shall insure on a Broad Form basis direct loss or damage subject to any exclusions specified in the Supplementary General Condition. Such coverage shall apply to:

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- (a) all products, labour, and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolitions of existing structures, erections and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.
- (b) the installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.
- (c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the work.

Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools, and supplies used in the construction of the work and which are not expendable under the Contract.

- 27.4 Policies provided shall contain an endorsement requiring notification of Her Majesty and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change of coverage except in the event of non-payment where policy conditions dealing with termination will apply.
- 27.5 All such insurance shall be maintained continuously until the date the Engineer/Architect issues a Certificate of Substantial Performance. All such insurance shall provide for the Owner to take occupancy of the work or any part thereof during the term of the insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner's expense.
- 27.6 The policies shall provide that in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any sum due under the Contract) the amount at which the Owner's interest in the restoration work has been appraised, such amount to be paid as the work of restoration proceeds and in accordance with the Engineer/Architect's certificates for payment. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Substantial and Total Performance of the work as the Engineer/Architect may decide.
- 27.7 The Contractor shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the insureds against loss on items excluded from the policies. Contractors are also advised that tender documents contain a certificate of insurance indicating type and limit of liability insurance required for this

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project. The successful bidder will be required prior to commencement of work, to have the Certificate of Insurance completed by his insurance company and delivered to the Department of Transportation & Works not later than 30 days after the award of the contract.

6. GC 44 MATERIALS AND SUBSTITUTIONS

Delete GC 44 in its entirety refer to Section 01 61 00 – Common Product Requirements.

7. GC 46 PROVINCIAL PREFERENCE POLICY

Delete GC 46 in its entirety.

8. GC 48 ASSESSMENT AND DAMAGES FOR LATE COMPLETION

Add Article GC 48 - Assessments and Damages for Late Completion to read as follows:

- .1 For purposes of this General Condition
 - (a) The work shall be deemed to be completed on the date that a Certificate of Substantial Performance referred to in GC21.6 is issued, and
 - (b) "Period of delay" means the number of days commencing on the day fixed by the Articles of Agreement for completion of the work and ending on the day immediately preceding the day on which the work is completed but does not include any day in which, in the opinion of the Engineer/Architect, completion of the work was delayed for reasons beyond the control of the contractor.

- .2 If the contractor does not complete the work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the contractor shall pay Her Majesty an amount equal to the aggregate of
 - (a) all salaries, wages and travelling expenses incurred by Her Majesty in respect of persons overseeing the performance of the work during the period of delay, and
 - (b) all other expenses and damages incurred or sustained by Her Majesty during the period of delay as a result of the work not being completed by the day fixed for its completion.

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9. GC49 CERTIFICATE OF RECOGNITION FOR CONTRACTS

- 49.1 The contractor shall within 14 days of award of the contract, and prior to commencement of the work, provide a Letter of Good Standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association.

- 49.2 At anytime during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by any or all of his or her Subcontractors.

10. ENGINEER/ARCHITECT

The Engineer/Architect for the purposes of administrating this construction contract shall be the designated representative of the Works Branch, Dept. of Transportation & Works.