

Specification For Site Occupancy - 8150

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1 DESCRIPTION

- 1.1 This Specification outlines how the measurement and payment for Site Occupancy will be applied.

2 DEFINITIONS

- 2.1 “Charged Days” are the unit of measure for Site Occupancy.
- 2.2 “Final Span” means the number of Charged Days allowed for each Stage for Site Occupancy as calculated pursuant to sub-section 3.4.
- 2.3 “Initial Span” means the number of Charged Days bid by the Contractor for each Stage for Site Occupancy on the Bid Form.
- 2.4 “Normal Working Day” means the average duration worked by the Contractor on the preceding 5 uninterrupted working days.
- 2.4.1 If inclement weather occurs on the first planned day of work, a Normal Working Day will be considered as 12 hours.
- 2.4.2 If inclement weather occurs within the first 5 days of work, a Normal Working Day shall be taken from the average duration of all uninterrupted days the Contractor has worked on the Stage to date.
- 2.5 “Road Bans” means Orders made by the Minister pursuant to section 69 of The Highways and Transportation Act to restrict vehicle weights.
- 2.6 “Stage” is a portion of the Work that includes the following types of work specified in the Special Provisions:
- 2.6.1 “All Work” includes all the work required to achieve Substantial Completion.

- 2.6.2 “All Other Work” includes all the remaining work not included in a previous Stage required to achieve Substantial Completion.
- 2.6.3 “Aggregate Processing Work” includes all work required for the processing of all aggregates excluding sub-base aggregates and aggregates used for End Product Specification Asphalt Concrete.
- 2.6.4 “Clearing and Grubbing Work” includes all work required for clearing and grubbing from within the Right-of-Way and other areas shown on the Plans.
- 2.6.5 “Culvert Installation Work” includes all work required for the installation or extension of through-grade or approach culverts, excluding Structures, and the decommissioning of culverts.
- 2.6.6 “Hauling and Stockpiling Work” includes all work required for the hauling and stockpiling of all aggregates excluding aggregates used for End Product Specification Asphalt Concrete.
- 2.6.7 “Maintenance Work” includes all work required to complete various surface treatments that may include the following:
 - 2.6.7.1 Bituminous Mix;
 - 2.6.7.2 Micro Surfacing;
 - 2.6.7.3 Engineered Seal Coat;
 - 2.6.7.4 Graded Aggregate Seal Coat; or
 - 2.6.7.5 Rubber Asphalt Crack Sealing (RACS).
- 2.6.8 “Preparatory Work” includes all work required to complete specific work tasks in advance of other Road Work or Structure Work.
 - 2.6.8.1 When Preparatory Work is included as a Stage, only the following work tasks will be considered as Preparatory Work:
 - 2.6.8.1.1 through-grade culvert installations, excluding open trench through-grade culvert installations in frozen conditions;
 - 2.6.8.1.2 approach culvert installations;
 - 2.6.8.1.3 culvert extensions;

- 2.6.8.1.4 removal of vegetation not included as a part of clearing and grubbing; and
 - 2.6.8.1.5 removal of topsoil including waste excavation for borrow pits.
 - 2.6.9 “Road Work” includes all work required to construct the Subgrade and or Surface Course.
 - 2.6.10 “Structure Work” includes all work required to construct a Structure(s).
- 2.7 “Twenty-Eight Day Period” means a period of 28 days as shown on a calendar including weekends and Holidays. The first period will commence on the first Charged Day assessed to the Stage.
- 3 MEASUREMENT**
 - 3.1 Charged Days for each Stage will be measured in whole numbers. Portions of a Charged Day will be rounded up to the nearest whole number.
 - 3.2 The assessment of Charged Days will begin when the Contractor first begins work on a Stage or on the commencement date provided by the Contractor, whichever is earlier.
 - 3.2.1 The Contractor shall provide the Engineer 48 hours notice to alter the commencement date.
 - 3.3 A Charged Day will be assessed on each Stage for every day except the following:
 - 3.3.1 days the Contractor is prohibited from working due to restrictions outside the Contractor’s control that are imposed by Public Authorities that come into effect after the Minister accepts the Bid;
 - 3.3.2 days the Contractor schedules employee time off subject to the following conditions:
 - 3.3.2.1 the Contractor will be granted a maximum of 8 non Charged Days per Twenty-Eight Day Period for the purpose of allowing employee time off, providing:
 - 3.3.2.1.1 the Engineer is given at least 3 days notice;
 - 3.3.2.1.2 there is no ongoing work that requires the presence of Ministry personnel as determined by the Engineer;

- 3.3.2.2 any of the days allowed for employee time off not used in the specified Twenty-Eight Day Period may not be carried over to following Twenty-Eight Day Periods;
- 3.3.2.3 the 8 days allowed for employee time off will be prorated for periods shorter than twenty-eight days; and
- 3.3.2.4 each stage will be treated independently;
- 3.3.3 days the Contractor does not work during the period of December 18th to January 8th inclusive for the Holiday season shutdown;
 - 3.3.3.1 a new Twenty-Eight Day Period will commence when the Contractor recommences work during this period or January 9th, whichever is earlier;
- 3.3.4 days a Stage is delayed due to inclement weather subject to the following:
 - 3.3.4.1 the Contractor is prevented from working on the Stage for more than half a Normal Working Day; or
 - 3.3.4.2 the Contractor works for more than half a Normal Working Day rectifying conditions resulting from inclement weather, with no other work occurring on the Stage. Activities to rectify conditions resulting from inclement weather include:
 - 3.3.4.2.1 towing services or blading the Travelled Way to accommodate traffic;
 - 3.3.4.2.2 ripping, drying or re-laying material to restore the material to the condition it was prior to the occurrence of inclement weather; or
 - 3.3.4.2.3 any other activities that rectify or restore the Stage site that the Engineer deems necessary before any work on the Stage can continue.
- 3.3.5 days on which the Engineer has suspended the Contractor's operations;
- 3.3.6 days not worked because of strikes, embargoes, acts of God, acts of the public enemy, acts of any foreign state, fire, floods, epidemics, pandemics or quarantine restrictions;

- 3.3.7 days that the Ministry, in its sole discretion, agrees to suspend Site Occupancy on a Stage following a written request from the Contractor;
- 3.3.8 days not worked because of Road Bans within the Final Span for each Stage;
- 3.3.9 for Preparatory Work:
 - 3.3.9.1 days after the completion of all Preparatory Work subject to any traffic accommodation related restrictions associated with the Preparatory Work being removed; or
 - 3.3.9.2 days on which the assessment of Charged Days commence for a Stage that includes Road Work, Structure Work, or All Other Work;
- 3.3.10 days after all work on a Stage is complete;
- 3.3.11 days after Substantial Completion is achieved.
- 3.4 Extensions to the Initial Span will determine the Final Span and will be calculated for each Stage, excluding Preparatory Work, as follows:

$$Final\ Span = \frac{F \times I}{A}$$

Where:

Final Span = adjusted number of Charged Days allowed; a fraction of a day will be rounded up to a full day;

F = Stage Final Amount (excluding Site Occupancy) plus Force Account;

I = Initial Span of the Stage; and

A = Stage At Award Amount (excluding Site Occupancy).

- 3.5 The Initial Span for Preparatory Work will not be adjusted, and the Final Span will be equal to the Initial Span.

4 PAYMENT

- 4.1 Payment for Site Occupancy for each Stage of the Contract will be made as follows:
 - 4.1.1 if the number of Charged Days equals the Final Span;
 - 4.1.1.1 no payment will be made; or

- 4.1.2 if the number of Charged Days is less than the Final Span;
 - 4.1.2.1 a positive payment adjustment equal to the contract unit price per Charged Day multiplied by the difference between the Final Span and the actual number of Charged Days will be made; or
- 4.1.3 if the number of Charged Days exceed the Final Span;
 - 4.1.3.1 a negative payment adjustment equal to the contract unit price per Charged Day multiplied by the difference between the actual number of Charged Days and the Final Span will be made.