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1300.1 INTENT OF CONTRACT

- 1300.1.1 The intent of the contract is to prescribe a project which a Contractor is obligated to complete in strict accordance with plans, specifications, special provisions, authorized alterations, contract, and supplemental agreements.
- 1300.1.2 The Contractor shall perform all work, including all Extra Work, in accordance with the lines, grades, typical cross-sections, dimensions, and other data shown on the plans, written orders from the Engineer, or supplemental agreements.
- 1300.1.3 Except as otherwise specified, the Contractor shall furnish all equipment, tools, labour, and other items necessary for the satisfactory prosecution and completion of the work.

1300.2 CHANGES IN THE CHARACTER OF THE WORK

- 1300.2.1 The Department reserves and shall have the right to make such modifications in the plans as may be necessary to ensure the satisfactory completion of the work, provided that such modifications do not involve changes in the character of the work.
- 1300.2.2 If, in the opinion of the Contractor, changes in the character of the work have occurred and additional compensation is required because of such changes, he shall notify the Engineer, in writing and before performing the work under question, that he wishes to negotiate for such additional compensation.
- 1300.2.3 If the Engineer declares that the work under negotiation is to be performed while the negotiations are in progress, the Contractor shall perform the work and the Engineer will maintain detailed records of the work. Neither the fact that such work was performed nor the fact that such records were kept shall be construed as proving the validity of the claim.
- 1300.2.4 If the Contractor performs such work without having given prior notification of his intent to claim additional compensation, no such claims for that work will be considered by the Department unless, in the opinion of the Engineer, circumstances made prior notification impracticable.

1300.3 CHANGES IN QUANTITIES

1300.3.1 Unless otherwise provided in the contract, adjustments in unit prices for increased or decreased quantities shall be governed by the following:

1300.3.1.1 If the final quantity of any major contract item is within 20 percent of the estimated quantity, payment will be at the contract prices for the quantity of work actually performed.

1300.3.1.2 If the final quantity of any major contract item is less than 80 percent of the estimated quantity, the Contractor may submit a written request for an adjustment of the contract unit price. Such a request will be considered by the Department, subject to the following limitations:

1300.3.1.2.1 That the request will be considered only insofar as it justifies an increased pro-rata share of fixed expenses chargeable to that major contract item because of the decreased final quantity of the item.

1300.3.1.2.2 That no allowance will be made for anticipated profits on any work not performed.

1300.3.1.2.3 That the total adjusted payment for the final quantity shall in no case exceed that which would be made for 80 percent of the estimated quantity at the contract price.

1300.3.1.2.4 That no adjustment will be made if the Contractor's request is received later than 30 days after the Department has notified him of the final quantities.

1300.3.1.3 If the final quantity of any major contract item is more than 120 percent of the estimated quantity, either party to the contract may submit a written request for an adjustment in the contract unit price. If the Contractor makes the request, it shall be considered by the Department; if the Department makes the request, it shall be considered by the Contractor, subject to the following limitations:

1300.3.1.3.1 That the contract unit prices shall apply on quantities up to and including 120 percent of the estimated quantity.

1300.3.1.3.2 That if adjusted, such adjusted price shall apply only to the quantities in excess of 120 percent of the estimated quantity.

1300.3.1.3.3 That no allowance will be considered for losses sustained or profits accrued on the quantities up to and including 120 percent of the estimated quantities.

1300.3.1.3.4 That the request shall be accompanied by supporting evidence.

1300.3.1.3.5 That no adjustment will be made if the Contractor's request is received later than 30 days after the Department has notified him of the final quantities.

1300.3.1.4 None of the provisions of this section shall excuse the Contractor from proceeding with the work.

1300.4 EXTRA WORK

- 1300.4.1 Extra Work shall be performed by the Contractor after written orders have been issued by the Engineer.
- 1300.4.2 If an agreement can be reached for payment for such work on a unit price or lump sum basis, a supplemental agreement, specifying the nature of the work and the basis of payment for the work, shall be executed. When the supplemental agreement has been signed by both the Department and the Contractor, it shall become a part of the contract.
- 1300.4.3 If such an agreement cannot be reached or is impracticable, the Contractor shall perform the work on a force account basis and payment will be as provided in Subsection 1800.5.1.2.
- 1300.4.4 Extra Work performed without written authorization from the Engineer will be considered as unauthorized work as defined in Subsection 1400.7.
- 1300.4.5 Extra Work shall be performed in accordance with the requirements of the contract specifications for that type of work, unless otherwise specified in the order to perform such work.

1300.5 DISPUTED CLAIMS FOR EXTRA WORK

- 1300.5.1 If the Contractor believes work that has not been authorized by the Engineer as Extra Work should have been so authorized, he shall notify the Engineer, in writing, of his intention to make claim for extra compensation before such work is performed. If such notification is not given, or if the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, no claim for such extra compensation will be considered. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as proving the validity of the claim. If the claim is found to be valid by the Department it shall be allowed and paid as Extra Work.

1300.6 INTERIM MAINTENANCE

- 1300.6.1 The Contractor shall be responsible for maintaining a section of roadway from the time his construction operations disturb the road surface until acceptance of the surface is made by the Engineer except that if work is carried over from one construction season to the next the Department will bear the cost of routine maintenance from the time seasonal operations cease until the Contractor resumes work in the spring, except that the Department will not accept responsibility after May 15 of any year.
- 1300.6.2 The Contractor shall maintain the road surface in a manner that will provide reasonable safety to the traveling public until the roadway has been accepted by the Engineer. If the Contractor fails to properly maintain a section of roadway, the Department will perform the necessary maintenance work and shall be entitled to recover the cost of such work from the Contractor.

1300.7 REPAIR AND MAINTENANCE OF HAUL ROADS

- 1300.7.1 The following conditions shall apply to roads used in hauling materials under the contract, whether the source of material is that shown on the plans, or as designated by the Engineer, or such other roads selected by or substituted by the Contractor with the approval of the Engineer.
- 1300.7.1.1 Subject to Subsection 1300.7.1.4.4, the Department will maintain any part of a provincial highway on which actual reconstruction has not commenced under the contract if

- 1300.7.1.1.1 The highway is open to public travel.
- 1300.7.1.1.2 The Contractor's hauling operation over such provincial highway complies with the load limitations in the specifications or special provisions.
- 1300.7.1.2 If the source for binder, filler, blender sand, or water is not shown on the plans, the repair, maintenance and construction of haul roads from these sources will be paid as Extra Work provided that the haul complies with load limitations in the specifications or special provisions, and provided that the road is not designated in the tender documents or selected by the Contractor as a haul road for other materials.
- 1300.7.1.3 The Contractor shall provide reasonable dust control where dust from construction operations may affect occupied dwellings and businesses. Payment will be made under applicable contract unit bid prices or on an Extra Work basis.
- 1300.7.1.4 The Contractor shall at his own expense:
 - 1300.7.1.4.1 Maintain all public and private roads used for hauling in a suitable condition to permit speeds of a minimum of 65 kilometres per hour with the exception of grid roads in which case, the speed shall be a minimum of 80 kilometres per hour.
 - 1300.7.1.4.2 As soon as possible repair damage to public and private roads, to bridges, culverts and other structures caused by his hauling operation on roads other than those designated as provincial highways.
 - 1300.7.1.4.3 Construct any roads required for the hauling of materials from sources shown on the plans or as designated by the Engineer, or from sources of his own choice.
 - 1300.7.1.4.4 Repair and maintain those portions of provincial highway over which hauling is done other than with trucks, trailers, semi-trailer units, or any combination of these or over which the Contractor's hauling operation does not comply with the load limitations in the specifications or special provisions.
- 1300.7.1.5 The Contractor shall advise the Department in writing of any haul roads in addition to the designated haul roads that he wishes to use in his haul operation 15 days prior to when hauling operations will commence.
- 1300.7.1.6 The use of any haul roads that are not designated in the contract is subject to the approval by those authorities having jurisdiction over such roads.

- 1300.7.1.7 Prior to commencement of hauling operations, the Department will arrange for an inspection of all designated haul roads and any additional roads that the Contractor selects upon which hauling will take place. The inspection of either the designated haul roads or any other haul roads selected is to be made by the Engineer, the Contractor, and a responsible representative of the Rural Municipality. During the inspection of the haul roads, notes shall be kept on the condition of each kilometre of each haul road. On completion of the hauling operation carried out in accordance with the terms of this contract, the same persons, if possible, shall examine the haul roads and determine how much work, if any, the Contractor shall do in order to leave the haul roads in as good a condition as when hauling commenced.
- 1300.7.1.8 The Contractor shall repair all damages to public and private roads within 15 days of the completion of all hauling on the haul roads. The Department may arrange for repair of damages if the repair work is not completed within 15 days of the completion of the hauling and recover all charges for the repair work from the Contractor.
- 1300.7.1.9 Final payment will not be made to the Contractor until all the contract conditions and inspection requirements are met.

1300.8 RIGHTS IN AND USE OF MATERIALS FOUND ON THE RIGHT-OF-WAY

- 1300.8.1 Material within the right-of-way is the property of the Crown. Such material shall be used in the construction in accordance with the contract. The removal of material from areas outside the right-of-way shall be subject to authorization by the Engineer.
- 1300.8.2 Unless otherwise provided, the material from an existing structure may be used temporarily by the Contractor in the erection of a new structure(s). Such materials shall not be cut or otherwise damaged without the approval of the Engineer.

1300.9 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

- 1300.9.1 Obstructions to the work, not including buildings and public utility properties, that are within the limits of the right-of-way shall be removed and stored or otherwise disposed of as directed by the Engineer.
- 1300.9.2 Materials having a salvage value shall be carefully removed and stockpiled in locations designated by the Engineer. Non-salvageable materials shall be disposed of as directed by the Engineer.
- 1300.9.3 The Contractor shall not use, consume, or otherwise appropriate structures so removed, or any of the component materials, without written permission from the Engineer.

1300.10 FINAL CLEANING UP

- 1300.10.1 Before final acceptance, the highway, borrow pits, gravel pits, and ground occupied by the Contractor in connection with the work, shall be cleaned of rubbish, surplus materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition. After completion of any gravel, base, or surfacing operations, the roadway ditches and slopes shall be cleaned of any accumulations and shall be reconditioned and maintained until final inspection. Surplus or waste aggregates at a gravel deposit shall be piled or disposed of as directed by the Engineer.
- 1300.10.2 Areas where material is removed or where stripping is placed shall be left in a condition such that the site can be easily seeded or mowed. Waste asphalt oils or crude oils shall be disposed of in accordance with environmental regulations and with approval of the Engineer.
- 1300.10.3 This work shall be considered necessary work auxiliary to the accomplishment of the contract and shall be performed at no direct expense to the Department, except that replacement of overburden on material deposits will, unless otherwise specified, be performed on an Extra Work basis.

1300.11 RIGHT-OF-WAY AND RAILWAY CROSSINGS

- 1300.11.1 Right-of-way for the highway will be provided without cost to the Contractor. If it is necessary to secure additional right-of-way, performance of the work affected thereby is contingent upon the securing of such right-of-way. No claims, except as provided in this subsection, will be allowed for loss or damage caused by delays in securing right-of-way.
- 1300.11.2 If the work involves construction in which railway companies or the Canadian Transport Commission are concerned, the performance of the work is contingent upon arrangements with the railway companies or the Canadian Transport Commission for the proposed construction. No claims, except as provided in this subsection, will be allowed for loss or damage caused by failure to complete such arrangements.
- 1300.11.3 If the Contractor has bypassed work because of delays in securing right-of-way or making arrangements for the proposed construction, the cost of moving equipment to and from the bypassed work will be paid on an Extra Work basis, as provided for in Subsection 1800.5.
- 1300.11.4 If all other work under this contract is completed prior to the Department obtaining the right-of-way or making arrangements, the Contractor will be relieved of any responsibility for completing the section.
- 1300.11.5 No claims for additional compensation will be considered except as provided for in Subsections 1300.2 and 1300.3 of the contract.

1300.12 PUBLIC UTILITIES

- 1300.12.1 Properties of utility companies such as pole lines, conduits, gas pipes, oil pipes, water pipes, sewers, and tile lines which, in the opinion of the Engineer, may interfere with the completion of the work, will, except as otherwise provided in the contract, be moved by the owners. The Contractor shall ensure that all utilities, whether shown on the plans or not, that may interfere with construction are identified and marked.

- 1300.12.2 The Department will make available to the Contractor whatever underground utility information that it may possess but such service will not relieve the Contractor of his responsibilities.
- 1300.12.3 The Contractor shall ensure that all of his employees are made aware of the location of any underground utilities and the importance of avoiding damage to them. The Contractor shall ensure all instructions issued by the Engineer for the preservation of any utilities are carefully observed by the Contractor's employees.
- 1300.12.4 The Contractor shall preserve and protect all utilities. The Contractor shall assume full responsibility for reimbursing the owners for any damage, caused by his operations, to such properties.
- 1300.12.5 The Contractor shall not hinder, or interfere with, any persons engaged in protecting or moving utility properties in the operation of the utility. No adjustment in unit prices shall be allowed because of delay or interference caused by such work.