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1700.1 SUBCONTRACTS

1700.1.1 The following conditions apply to subcontracts, subletting, or material purchases (all of which are hereinafter called subcontracts in this section) of any portion of the Contractor's obligations under this contract:

1700.1.1.1 Subcontracts for the supply of materials may be approved by the Engineer in writing.

1700.1.1.2 No approval is required for subcontractors unless the accumulative value of all subcontracts exceeds 10% of the total amount.

1700.1.1.3 The Contractor shall not subcontract except as hereinbefore provided without the Minister's consent in writing.

1700.1.2 Requests for permission to subcontract shall be in writing and submitted on the form supplied by the Department. The Consent of Surety portion of the form shall be completed by the bonding company prior to submission to the Department. All subcontractors shall be considered the agents of the Contractor, and the latter shall be responsible for all acts, defaults, neglects or delays of any subcontractor, his servants, agents and employees. The Minister may order the Contractor to dispense with the services of the subcontractor if such services are not satisfactory to the Engineer.

1700.2 ASSIGNMENTS

1700.2.1 The Minister will not recognize or accept an assignment by the Contractor to any bank or financial institution; however, the Minister may recognize a request by the Contractor to deposit payments to his credit in any stipulated bank or financial institution. Upon written request from the Contractor, the Minister may approve an assignment of funds to be paid directly to a third party provided that the funds to be paid are to cover costs of services, supplies or materials which are directly attributable to the contract.

1700.3 PROSECUTION OF THE WORK

1700.3.1 It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute his work at such times and seasons, in such order of procedure and in such manner as shall be most conducive to economy of construction, provided however, that the time and order shall be such that the work shall be completed in accordance with the plans and specifications and within the time of completion designated in the agreement.

1700.4 LIMITATION OF OPERATIONS

1700.4.1 The Contractor shall conduct the work at all times in such a manner and in such sequence as will ensure the least interference with traffic. He shall have due regard to the location of detours and to the provisions for handling traffic. He shall not open up work to the prejudice of work already started and the Engineer may require the Contractor to finish the section on which work is in progress before work is started on any additional section. No section of the road shall be closed to the public except after permission has been granted by the Engineer.

1700.5 CHARACTER OF WORKERS AND EQUIPMENT

1700.5.1 The Contractor shall, at all times, provide adequate supervision and sufficient labour and equipment for prosecuting the work to full completion in the manner and within the time required by the contract.

1700.5.2 The Contractor or any subcontractor shall only employ supervisors and workers that have sufficient skill and experience to perform properly the work assigned to them. If any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions, or conducts himself improperly, the Contractor shall, at the written request of the Engineer, discharge or otherwise remove such employee from the work, and shall not again employ the employee thereon without the approval of the Engineer.

1700.5.3 Any equipment not producing the results required by the contract, and so designated by the Engineer, shall be replaced with satisfactory equipment, or repaired, or adjusted to a satisfactory working condition.

1700.5.4 When the Contractor is paid for furnishing, and operating equipment on an hourly or daily basis, it shall be operated as directed by the Engineer in such manner as to obtain maximum production under the prevailing conditions.

1700.5.5 Should the Contractor fail to comply within reasonable time with any order of the Engineer made pursuant to this subsection, the Engineer may suspend the work until the Contractor complies with the order.

1700.6 SUSPENSION AND RESUMPTION OF WORK

1700.6.1 The Engineer may suspend the Contractor's operations wholly or in part, for such period or periods of time as he may deem necessary, for any of the following reasons:

1700.6.1.1 Unsuitable weather or other conditions which he considered unfavourable for the prosecution of the work.

1700.6.1.2 Work being done under other contracts on the same section of highway is in conflict with the Contractor's operations.

1700.6.1.3 The Contractor fails to correct conditions unsafe for workers or the general public.

1700.6.1.4 The Contractor fails to comply with any provision of the contract.

1700.6.2 The order to suspend work will be in writing, and will state the reason for such suspension, the effective date, and the operations suspended. Any work done by the Contractor contrary to such suspension may be considered as unauthorized work and as having been done at the expense of the Contractor. The Contractor shall immediately comply with such order to suspend the work wholly or in part and shall not resume work until permitted by written order of the Engineer.

1700.6.3 Work of an emergency nature ordered by the Engineer for the convenience of public traffic and minor operations not affected by or connected with the cause of suspension, if permitted by the Engineer, may be performed during the period of suspension.

1700.6.4 No operations which have been suspended by written order shall be resumed until the Engineer has issued an order to resume work. The order to resume operations will be issued when, in the opinion of the Engineer, the conditions which justified the suspension no longer exist. This order shall be in writing, and will state the reasons for ordering such resumption, the effective date, and the operations to be resumed.

1700.6.5 When work is resumed the Contractor shall at his expense replace or renew any work or materials lost or damaged because of temporary use of the highway under improvement; shall remove any work or materials used in the temporary maintenance thereof; and shall complete the improvement in every respect as though its prosecution had been continuous and without interference. The Contractor shall not make any claims or demand by reason of temporary suspension of work by the Engineer unless:

1700.6.5.1 He can show that the suspension was unreasonable; and

1700.6.5.2 He files with the Engineer, not later than seven days after receipt of the written order to resume work, written notice of his intention to make a claim or demand; and

1700.6.5.3 He submits in writing to the Engineer, not later than 30 days after receipt of the written order to resume work, full particulars of the nature and magnitude of his claim or demand.

1700.7 DEFAULT OF CONTRACT

1700.7.1 The Minister may declare this contract in default for any one of the following reasons:

1700.7.1.1 If, in the opinion of the Minister, the rate of progress at any time is not such as to ensure the completion of the work within the contract time allowed or any extension thereto pursuant to the contract.

1700.7.1.2 If the Contractor neglects or refuses to comply with any provision of the contract.

1700.7.2 If this contract is declared in default, the Minister shall have the right, without process or action at law, to take over all or any portion of the work and complete it as he deems advisable, until the work is finally completed and the terms and conditions of the contract are completely performed and may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable.

1700.7.3 Neither the Minister nor any member or employee thereof will be in any way liable or accountable to the Contractor or his surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid therefore. Should the cost of completing the work be in excess of the original contract price, the Contractor and his surety shall be held responsible for such excess cost. Should the cost of such completion, including all proper charges, be less than the original contract price, the amount so saved shall be paid to the Contractor.

1700.8 CANCELLATION OF CONTRACT WITHOUT FAULT OF CONTRACTOR

1700.8.1 The Minister may at any time cancel the contract upon giving 30 days notice in writing to the Contractor, where upon the Contractor shall be entitled to the full amount of the estimate for the work done by him under the terms and conditions of the contract up to the time of such cancellation.

1700.8.2 If the Contractor incurs any expense for which this contract does not provide payment, the Minister may, in his absolute discretion, make an ex gratia payment in an amount he deems appropriate to cover part or all of such expenses.

1700.9 COMPLETION OF CONTRACT

1700.9.1 The contract will be considered complete when each of the following conditions is fulfilled:

1700.9.1.1 When the project is complete.

1700.9.1.2 When the final inspection and acceptance have been made in accordance with Subsection 1400.10.

1700.9.1.3 When all claims or accounts of indebtedness by reason of the contract have been fully paid or satisfactorily secured.

1700.9.1.4 If stipulated, when the warranty period or if required, the warranty work is complete.