

CONTROL OF MANUFACTURED MATERIALS - SECTION 1520

- Subsection 1520.1 Ordering and Delivery
- .2 Storage and Handling
- .3 Inspection and Testing
- .4 Defective Material

1520.1 ORDERING AND DELIVERY

- 1520.1.1 The Ministry will supply and pay for all materials required for the Contract unless otherwise indicated in the Special Provisions or the Standard Specifications.
- 1520.1.2 Except for materials delivered prior to the awarding of the Contract, the Contractor shall decide when and where the materials are required on the Work.
 - 1520.1.2.1 The Contractor shall notify the Engineer at least 7 days prior to requiring delivery of the materials except when the Contractor is authorized to arrange delivery direct with the supplier in which case the required notice shall be given to the supplier.
- 1520.1.3 When the Ministry is required to deliver materials under this Contract, such materials will be delivered directly to the Work.
- 1520.1.4 The Contractor shall take delivery of the materials at the delivery point, and shall be responsible for noting on the delivery slip any shortages, breakages, or defects. Material delivered prior to the awarding of the Contract will not be the Contractor's responsibility except for subsequent handling and storage.
- 1520.1.5 The Contractor shall be liable for demurrage and storage charges on shipments of materials for the Contract, except where delivery of such material is made prior to the awarding of the Contract.
- 1520.1.6 No claim for damages shall be made against the Minister on account of delays in the delivery of materials except that:
 - 1520.1.6.1 If a delay in the delivery of materials arises from inaction by the Ministry or the supplier the Contractor shall be entitled to a corresponding extension of time within which to complete the Work.
 - 1520.1.6.2 If work has been bypassed as a result of delay in the delivery of materials and that delay was caused by inaction on the part of the Ministry or the supplier, the Contractor will be paid Extra Work for moving his equipment back to the bypassed work.

1520.2 STORAGE AND HANDLING

- 1520.2.1 Prior to receiving materials, the Contractor shall provide adequate and proper storage facilities.
- 1520.2.2 Upon receiving materials, the Contractor shall promptly place the material in storage, except when the materials are to be incorporated forthwith in the work.
- 1520.2.3 Materials shall be handled and stored by the Contractor in such a manner as to assure the preservation of their quality and fitness for the Work. Materials that are subject to deterioration by weather conditions shall be provided with adequate protection during their transportation, handling, storage, and use by the Contractor. Stored materials, even though approved before storage, may be inspected prior to their incorporation in the Work. Materials shall be stored so as to facilitate inspection.
- 1520.2.4 The Contractor is accountable for all material delivered to him. The Contractor shall compensate the Ministry for the value of all material for which he cannot account for or which has been lost or damaged, whether the loss or damage is caused by an act or a failure to act on the part of the Contractor or a third party. The compensation shall be payable whether the act or failure to act was intentional or unintentional. Material supplied by the Ministry shall not be used for any purpose other than that for which it is supplied.

1520.3 INSPECTION AND TESTING

- 1520.3.1 When requested, the Contractor shall furnish a complete written statement of the origin, composition, and/or manufacture of any or all Contractor supplied materials used in the work.
- 1520.3.1.1 The Ministry may accept certificates of guarantee and compliance with the Specifications from suppliers in lieu of testing certain materials. No obligation is assumed to accept such certificates in this manner and the Ministry reserves the right to test those certified materials.
- 1520.3.2 If a question should arise as to the suitability of any materials supplied by the Ministry for use on the Work, such materials shall remain in the care and at the risk of the Contractor, until it can be examined and tested by the Engineer to determine its fitness for the purpose for which it was purchased.

1520.4 DEFECTIVE MATERIAL

- 1520.4.1 Materials furnished by the Contractor that do not conform to the requirements of the Specifications will be considered as defective and all such materials, whether in place or not, will be rejected and shall be removed immediately from the site of the Work. No rejected material, the defects of which have been substantially corrected, shall be used until approval has been given, or remedied as stipulated in Subsection 1400.7.
- 1520.4.2 Materials furnished by the Ministry are deemed to conform to the requirements of the Specifications; however, any such materials that are obviously defective shall not be used in the Work, and the disposition of such materials will be determined by the Engineer. Any materials furnished by the Ministry and used in the Work which subsequently prove defective shall be remedied, or removed and replaced at the Ministry's expense.