

Legal Relations and Responsibility to the Public - Section 1600

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1 LAWS TO BE OBSERVED

- 1.1 The Contractor shall, at all times, observe and comply with all Federal and Provincial laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the Work or which in any way affect the conduct of the Work.
- 1.2 Before any camp, material deposit, borrow pit, storage, detour or bypass site is opened or operated on government property, the Contractor shall obtain permission from the government department or agency having jurisdiction.
- 1.3 Any Contractor who has not maintained a permanent place of business in Saskatchewan for the twelve months immediately preceding the date of the Contract shall make arrangements satisfactory to the Ministry of Finance to ensure compliance with *The Provincial Sales Tax Act*.
- 1.4 No final estimate will be paid until the Ministry receives the following:
 - 1.4.1 Certificate from the Ministry of Finance that the Contractor has paid the Provincial Sales Tax,
 - 1.4.2 Certificate from the Workers' Compensation Board that all Workers' Compensation Board assessments have been paid, and
 - 1.4.3 Completed Ministry of Highways Occupational Health and Safety Compliance Declaration (Post-Construction) form.

2 PERMITS AND LICENSES

2.1 The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to due and lawful prosecution of the Work. Without limiting the generality of the foregoing, the Contractor shall:

2.1.1 be responsible for any license or fee required by municipal bylaws for extraction of gravel, rock or sand.

2.1.2 procure all permits for load limits or other road restrictions as required by municipal bylaws for motor vehicles used to haul materials.

3 THE USE OF EXPLOSIVES

3.1 In the use of explosives the Contractor shall exercise the utmost care not to endanger life or property. The method of storing and handling explosives shall conform with the *Explosives Act* (Canada).

3.2 Any operations involving the use of explosives are subject to prior approval by the Engineer. Any operations previously approved may be modified by the Engineer prior to blasting to meet any conditions that may develop. Blasting operations shall be conducted under the most careful supervision and the Contractor shall adopt precautions which will prevent damage to landscape features and other surrounding objects, and which will prevent the scattering of rocks, stumps or other debris. Such precautions adopted by the Contractor, or other precautions ordered by the Engineer, shall be at the expense of the Contractor. Nothing herein shall relieve the Contractor from full responsibility for damage or injury resulting from the use of explosives.

3.3 The Contractor shall use non-electric detonators with all blasting operations unless otherwise approved methods of setting off explosives have the prior approval of the Engineer.

3.4 All persons within the danger zone of blasting operations shall be warned, and no blasting shall be done until the zone is cleared.

3.5 The Contractor shall furnish and erect special signs to warn the public of the blasting operations. Such signs shall be placed at appropriate points and shall be maintained so as to be clearly evident to the public during all critical periods of the blasting

operation and if blasting is by means of electric detonators shall include a warning statement to have radio transmitters turned off.

- 3.6 If traffic is being maintained over a highway under construction, or if the blasting operations are in the vicinity of any roads, flagpersons shall be stationed outside of the danger zone to stop traffic until the blasting operations are completed and the road is again safe.

4 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- 4.1 The Contractor shall not enter upon private property for any purpose without obtaining permission and shall be responsible for the preservation of public and private property along and adjacent to the highway and shall use every reasonable precaution necessary to prevent damage or injury thereto.
- 4.2 The Contractor shall be responsible for the preservation of all artifacts in the roadway or disclosed by their operations and shall immediately notify the Engineer or deliver them promptly into the Engineer's custody.
- 4.3 The Contractor shall prevent their employees from trespassing on or otherwise damaging natural, geological, or historical features, structures or monuments.
- 4.4 The Contractor shall be liable for all damages caused by fire started by them and shall, under no circumstances, start fires without first securing the necessary permits and approval of authorities having jurisdiction, even though they may be ordered or required to do such burning. In burning brush, stumps, or rubbish, care must be taken not to damage any standing trees, shrubs or other property.
- 4.5 The Contractor shall give special attention to the effect of their operations on the landscape and shall take special care to maintain natural surroundings from damage. Where practicable, designated material deposits shall be so excavated that water will not collect or stand therein. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, or dugouts with fuels, oils, asphalt or other harmful materials.
- 4.6 The Contractor shall erect and remove on an Extra Work basis, unless otherwise specified in the standard specifications, plans, or special provisions, temporary fences, texas gates, and barricades required for the protection of animals, and public and private property.
- 4.7 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the

execution of the Work, or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore or have restored, at their expense, such property to the conditions similar or equal to that existing before such damage or injury was done, by repairing or otherwise restoring same, or they shall make good such damage or injury in some other acceptable manner.

5 RESPONSIBILITY FOR DAMAGE

- 5.1 The Contractor shall indemnify and save harmless the Minister, the Minister's representatives and employees of the Government of Saskatchewan, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of, or in consequence of any neglect in safeguarding the Work; or through use of unacceptable materials furnished by the Contractor in constructing the Work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under any ordinance, decree or any other law.
- 5.2 The Ministry will be entitled to withhold an amount equal to the total value of any claim mentioned in Subsection 1600.5.1. from any money owing to the Contractor, whether under this contract or otherwise, and if no money is due, the Contractor's surety shall be liable to indemnify and save harmless the Minister, the Minister's representatives and the employees of the Government of Saskatchewan as provided in Subsection 1600.5.1. In the event that a judgment is obtained in respect of any such claim and the judgement is satisfied by the Ministry, the Ministry will be entitled to offset the amount paid to satisfy the judgement plus the costs of the Ministry as between solicitor and client.

6 CONTRACTOR'S RESPONSIBILITY FOR WORK

- 6.1 Until the Final Completion of the Work by the Engineer as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor, at their own expense, shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause, except that the Minister may, at the Minister's discretion, reimburse the Contractor for those injuries or damages due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

- 6.2 Such unforeseeable causes shall include, but shall not be restricted to, acts of God or of the public enemy, acts of the Province, extraordinary action of the elements, unavoidable slides, and ordinary wear and tear on any section of the road opened to traffic by order of the Engineer.
- 6.3 In case of suspension of the Work for any cause whatever, the Contractor shall be responsible for materials, and shall properly store them if necessary, and shall provide suitable drainage of the roadway and erect necessary temporary structures at their expense.

7 PUBLIC OFFICIALS NOT PERSONALLY LIABLE

- 7.1 Without limiting any other privilege or right that may be available to the Minister, the Minister's representatives or employees of the Government of Saskatchewan, there shall be no personal liability upon the Minister, the Minister's representatives or employees of the Government of Saskatchewan, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract.