

## SECTION 248 Suspension of Work

### 248.1 Suspension of Work

#### 248.1.1 Authority

Suspension of work may be included in the contract provisions or may be ordered by the engineer. Complete suspension of work operations normally is related to seasonal or weather restrictions. However, the contract may also provide for complete suspension of operations for other reasons such as coordination of road or lane closures with off peak traffic volumes.

[Standard spec 105.1](#) provides that the engineer may suspend the work wholly or in part for the contractor's failure to correct conditions unsafe for the project personnel or general public, for the contractor's failure to carry out provisions of the contract, or for the contractor's failure to carry out orders of the engineer.

The standard specifications state that the engineer has the authority to require partial or complete suspension of operations for periods the engineer may deem necessary in the interest of public safety and convenience. Work may be suspended due to unsuitable weather or other conditions considered unfavorable for prosecution of the work, or due to the failure on the part of the contractor to perform provisions of the contract.

Orders to the contractor to suspend work operations should be in writing, with a copy retained in the engineer's files. Orders should specifically state the work included under the suspension and the basis for suspension.

Partial or temporary suspensions of work are in order when the contractor fails to comply with requirements of the contract or when working conditions are not suitable for continued prosecution of the work. A change order is not needed.

Some of the various reasons for partial or temporary suspension of work operations are:

1. Furnishing insufficient or unacceptable equipment or equipment requiring repair or adjustment.
2. Furnishing materials not meeting specified requirements. For example, when aggregates from a particular pit or source start consistently failing to conform to specified gradation requirements, the placing operations must be halted until acceptable aggregates are furnished.
3. When weather conditions at a particular time are not suitable for prosecution of the work.
4. For the correction of hazardous working conditions.
5. When periods of suspension become necessary to allow unimpeded traffic flow. For example, when increased traffic flow is anticipated during holiday periods, special events, or when the nature of the work being performed may require some of the work operations to be suspended at intervals to accommodate passage of traffic.
6. When a hazardous substance is encountered.

#### 248.1.2 Maintenance of Traffic

If the suspension of work operations is due to conditions that are not the fault of the contractor, the surface maintenance of the traveled way must be at the expense of the state or local governmental unit as specified in [standard spec 104.6.7](#). Replacement of materials and additional work made necessary because of the temporary use of the highway for reasons beyond the control of the contractor will be paid for, except for removal of materials or work used in the temporary maintenance.

#### 248.1.3 Contract Time Charges for Suspension

If suspension of operations and contract time is provided for in the contract, no time charges will accrue on calendar day and working day contracts. If the engineer, for reasons beyond the control of the contractor, orders suspension of work, and if it is for controlling items of work, contract time charges will be suspended on calendar day and working day contracts.

Completion date contracts normally do not provide for suspension of time charges. The question of contract time on completion date contracts is resolved at the time of completion of work under the contract when a request for extension of contract time would be considered.

If the engineer, for reasons within the control of the contractor, orders suspension of work, and if it is not an unreasonable suspension of work, no additional contract time will be allowed due to the suspension.

#### 248.1.4 Unreasonable Suspension of Work

If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry), and the contractor believes additional compensation and/or contract time is due as a result of the suspension or delay, the contractor must submit to the engineer in writing a request for adjustment

within seven calendar days of receipt of the notice to resume work. The request must include the reasons and support for the adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees the cost and/or time required for the performance of the contract has increased as a result of the suspension, and the suspension was caused by conditions beyond the control of and not the fault of the contractor, the contractor's suppliers or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit), and modify the contract in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the prescribed time.

No contract adjustment will be allowed under this clause to the extent performance would have been suspended or delayed by any other cause, or an adjustment is provided for or excluded under any other term or condition of the contract.

#### **248.1.5 Resumption**

Upon resumption of work, the contractor must continue improvements in every respect as though prosecution had been continuous, unless the contractor and engineer had previously otherwise agreed at the time the suspension began.

#### **248.2 Termination of Contract**

As stated in [standard spec 108.14](#), under normal circumstances, the contractor's responsibilities are terminated when the contractor has completed all work, the department has approved and accepted the project, and the department has paid the final estimate.

However, the engineer may terminate the contract if the contractor has defaulted on the contract ([standard spec 108.12](#)), or if termination of the contract is deemed to be best for the public interest ([standard spec 108.13](#)). For federal oversight projects, the engineer must obtain FHWA concurrence with contract termination before issuing a notice of default as specified in [standard spec 108.12](#) or a termination notice as specified in [standard spec 108.13](#).