PART 1 - GENERAL

1.1 SUMMARY

A. General Requirements: Comply with the testing and inspection, and correction of Non-Conforming Work provisions specified in this Section and elsewhere in the Contract Documents.

B. Owner's Responsibilities:

1. The Owner will select and employ an independent “Testing Agency” to conduct the tests and inspections in accordance with applicable standard methods of the American Society for Testing and Materials (ASTM) or other standards as a requirement of the building permit.

2. The Owner may provide other special inspection services to inspect and verify that the Work installed is in accordance with the Contract Documents and construction industry standards.

C. Contractor's Responsibilities:

1. All other tests and inspections which are required to obtain regulatory approval by Authorities Having Jurisdiction (AHJ) shall be provided by and paid for by the Contractor.

2. The Contractor shall provide other testing services where specified in the Contract Documents.

1.2 DESCRIPTION

A. Definition: For the purpose of this Section, all references made to Testing Agency, or waterproofing and roofing inspections, or geotechnical consulting firm shall be referred to as those tests or inspections which will be conducted by an inspector provided by the Owner.

B. Testing and Inspection: Materials to be tested and inspected are specified by the Contract Documents. In addition, testing and inspection of other materials maybe required by the building permit or as directed by the Owner or AHJ. Quantities and extent of tests and inspections shall be as specified and/or required by the Owner’s inspector or AHJ.

1.3 QUALITY ASSURANCE

A. Qualifications: The inspector for all work of this Section, except for geotechnical and waterproofing and roofing special inspectors, shall be a registered inspector employed by an approved inspection and/or Testing Agency as listed by the Washington Association of Building Officials (WABO) Special Inspection Registration Program. All inspection personnel used on this Project are subject to being disapproved from the Project at the sole discretion of the Owner’s Representative. Minimum levels of qualifications as stated in the

WABO Special Inspection Registration Program for various portions of the required Testing Agency inspections and testing must be complied with.

1. The special Inspector for waterproofing and roofing must have the required technical knowledge and experience for the product being installed.

2. The Owner may select a Testing Agency, other than the agency employed by the Contractor, to perform tests required by the building permit.

3. Geotechnical inspection will be performed by a licensed geotechnical consulting firm.

1.4 DUTIES OF OWNER'S TESTING AGENCY

A. General: The Testing Agency shall conduct testing and inspection services, interpret them, evaluate the results for compliance with the building permit and the Contract Documents, and report the findings to the Owner's Representative, A/E, Contractor, and AHJ. Testing and inspection services shall be in accordance with applicable standard methods of ASTM or other standards specified by AHJ, the Contract Documents, and construction industry standards. The Testing Agency shall reasonably support overtime, second shift, and out-of-area activity if requested by the Contractor and approved at the Owner's sole discretion.

B. Non-Conforming Work: The Owner's inspectors will document and immediately notify the Contractor and the Owner's Representative of any Work found defective or not in accordance with the requirements of the Contract Documents.

C. The Owner's inspectors are not authorized to:

1. Release, revoke, alter, or enlarge on the requirements of Contract Documents;

2. Approve or accept any portion of the Work, except as allowed by the special inspection duties delegated by AHJ for building permit inspections and testing;

3. Perform any duties of the Contractor; or

4. Stop the Work.

1.5 COSTS

A. The Owner's Testing Agency and special Inspector costs for initial testing and inspection as specified in the Contract Documents will be paid for by the Owner. Initial tests and inspections are defined as those required to complete the first tests and inspections specified.

B. Additional tests and inspections not specified but requested by the Owner or A/E shall be paid for by the Owner.

1. However, if the results of such tests and inspections are found to be not in accordance with the Contract Documents, the Contractor will be back-charged for all costs of this testing and inspection as well as re-testing, re-inspection and Owner's consultants' services.

C. Costs for additional tests or inspections required because of a Contractor change in products or materials, or source, after a submittal has been reviewed and accepted, shall be borne by the Contractor.

D. Costs of any testing which is required solely for the convenience of the Contractor in its scheduling and performance of the Work shall be borne by the Contractor.

E. Costs for verification testing and inspection of Work done without timely notice, with improper supervision, or contrary to construction practice, shall be borne by the Contractor.

F. Costs for testing of materials for which fabrication and mill reports are required, but not furnished, shall be borne by the Contractor.

G. Costs of any testing which is the responsibility of the Contractor as specified in the Contract Documents shall be borne by the Contractor.

1.6 TESTS AND INSPECTION REPORTS

A. Copies of Test and Inspection Reports: Electronic copies of Owner's Testing Agency (or other special inspection services) reports and Contractor's test and inspection reports shall be exchanged between Owner and Contractor at weekly intervals and shall be provided to AHJ as required. All reports will be signed by a registered engineer. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested and records of special sampling operations that are required shall also be reported.

1. Submit copies of inspection reports, certifications, notices, correspondence, and similar documents and records established in conjunction with building industry standards bearing upon the Work.

1.7 CONTRACTOR'S RESPONSIBILITIES

A. General: Inspection of the Work by the Owner's special inspectors and/or Testing Agency shall not relieve the Contractor from responsibility for compliance with Contract Documents requirements. Owner's special inspectors and/or Testing Agency and Owner's Representative shall have authority to reject Work whenever the provisions of the Contract Documents are not being complied with, and the Contractor shall instruct his employees accordingly.

B. Coordination: The Contractor's shall initiate, coordinate, and conform to the required tests and inspections of AHJ.

C. Access for the Purpose of Inspection: The Contractor shall ensure the Owner's special inspectors and/or Testing Agency have free access to all parts of the Work and to the shops

where the Work is in preparation; are provided proper facilities for safe access for such inspection; and are reasonably furnished equipment, tools, samples, certifications, test reports, design mixes, storage, and assistance as requested by the Owner's Inspector.

D. Storage Facilities: The Contractor shall furnish adequate facilities for the sole use of the Owner's Testing Agency to provide safe storage and curing space for test specimens that must remain on-site prior to transport to the laboratory.

E. Data: The Contractor shall furnish accepted submittals and approved Change Orders, certificates, and similar data as may be required by Owner's inspectors to perform their work to assure compliance with the Contract Documents.

F. Notice: Furnish notice to Owner's Representative and coordinate with Owner's inspectors. Provide a minimum of five (5) working days notice in advance of all required tests and a minimum of forty eight (48) hours in advance of all required inspections, unless otherwise specified.

G. Cancellations: Contractor shall give sufficient advance notice to Owner's Representative and Inspectors to allow rescheduling of their work load in the event of cancellation or time extension of any scheduled test or inspection.

1. Any charges from an Inspector due to insufficient advance notice of cancellations or time extensions shall be borne by the Contractor, at the Owner's sole discretion.

1.8 TEST FAILURES

A. General: The Owner's Representative may require a re-test of a sampled material when a sample or procedure has failed to pass the required tests. In such cases, two samples shall be tested and the material shall be rejected if either sample fails.

1. In the event any test or inspection indicates failure of a material or procedure to meet the requirements of the Contract Documents, all costs for re-testing or re-inspection shall be borne by the Contractor.

1.9 REPORTING TEST FAILURES

A. General: Immediately upon determination of a test failure, the Owner's inspector shall telephone the test results to the Owner's Representative and Contractor. By the end of the following day, the Owner's inspector shall send written test results to those named on the distribution list.

B. Contractor shall similarly report test failures to Owner's Representative resulting from work of testing agencies provided by the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION