

SECTION 01 45 00 - QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Regulatory requirements for testing and inspection.
- B. Contractor's quality control.
- C. Quality of the Work.
- D. Inspections and tests by authorities having jurisdiction.
- E. Inspections and tests by serving utilities.
- F. Inspections and tests by manufacturer's representatives.

1.3 RELATED SECTIONS

- A. Section 01 31 00 - Coordination: Coordination of Work under Contract.
- B. Section 01 41 00 - Regulatory Requirements: Compliance with applicable codes, ordinances and standards.
- C. Section 01 45 29 - Testing Laboratory Services: Selection of independent testing and inspection laboratory; tests and inspections conducted by testing laboratory.
- D. Section 01 61 00 - Basic Product Requirements: Product options, substitutions, transportation and handling requirements, storage and protection requirements, and system completeness requirements.

1.4 REGULATORY REQUIREMENTS FOR TESTING AND INSPECTION

- A. Building Code Requirements: Comply with requirements for testing and inspections in the California Building Code (CBC), as interpreted by authorities having jurisdiction. Additional requirements for testing and inspection, as adopted by authorities having jurisdiction, shall be included in the Contract Sum and Contract Time.
- B. Requirements of Fire Regulations: Comply with testing and inspection requirements of the Fire Marshal having jurisdiction. All tests and inspections shall be included in Contract Sum and Contract Time.

1.5 CONTRACTOR'S QUALITY CONTROL

- A. Contractor's Quality Control: Contractor is solely responsible for the quality of Work. Contractor shall ensure that products, services, workmanship and site conditions comply with requirements of the Drawings and Specifications by coordinating, supervising, testing and inspecting the Work and by utilizing only suitably qualified personnel.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of the Drawings and Specifications, including, by reference, all Codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best accepted practices of the construction industry for the locale of the Project, for projects of this type.
- C. Quality Control Personnel: Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.
- D. Coordination of Field Quality Control: The General Contractor is solely responsible to coordinate and schedule field quality assurance activities of University's testing and inspection agency and inspectors from authorities having jurisdiction. The University will not coordinate or schedule quality assurance activities on behalf of the Contractor.

1.6 QUALITY OF THE WORK

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.
- B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements.
- C. Protection of Existing and Completed Work: Take all measures necessary to preserve and protect existing and completed Work free from all damage, deterioration, soiling and staining, until Acceptance by the University. This includes but is not limited to rain and wind conditions, subcontractor damage of installed or existing products, or similar conditions. All damage shall be deemed non-conforming until such time the work is corrected to the satisfaction of the contract documents.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- F. Verification of Quality: Work shall be subject to verification of quality by University or Architect in accordance with provisions of the Contract General Conditions.

1. Contractor shall cooperate by making Work available for inspections and observations by University's Representative, Architect and their consultants.
 2. Such verification may include mill, plant, shop, or field inspection, as required.
 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
 4. Provide all information and assistance as necessary, including that from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by University's Representative or Architect.
 5. Contract modifications, if any, resulting from such verification activities shall be governed by applicable provisions in the Contract General Conditions.
- G. Observations by Architect and Architect's Consultants: Periodic and occasional observations of Work in progress will be made by Architect and Architect's consultants as deemed necessary to review progress of Work and general conformance with the plans and specifications.
- H. Limitations on Inspection, Test and Observations: Employment of an independent testing and inspection agency and observations by Architect and Architect's consultants shall not relieve Contractor of the obligation to perform Work in full conformance to all requirements of Contract Documents and applicable Building Code and other regulatory requirements.
- I. Rejection of Work: The University reserves the right to reject any and all Work not in conformance to the requirements of the Contract Documents.
- J. Correction of Non-Conforming Work: Non-conforming Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- K. Acceptance of Non-Conforming Work: Acceptance of non-conforming Work, without specific written acknowledgement and approval of the University's Representative, shall not relieve the Contractor of the obligation to correct such Work.
- L. Contract Adjustment for Non-conforming Work: Should University's Representative determine that it is not feasible or not in University's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between University's Representative and Contractor. If an equitable amount cannot be agreed upon, a Field Instruction will be issued and the amount in dispute resolved in accordance with applicable provisions of the Contract General Conditions.
- M. Non-Responsibility for Non-Conforming Work: Architect and Architect's consultants disclaim any and all responsibility for Work produced that is not in conformance with the Contract Drawings and Contract Specifications.

1.7 INSPECTIONS AND TESTS BY AUTHORITIES HAVING JURISDICTION

- A. Inspections and Tests by Authorities Having Jurisdiction: Contractor shall cause all tests and inspections required by authorities having jurisdiction to be made for Work under this Contract.
 - 1. Except as specifically noted, scheduling, coordinating and conducting such inspections and tests shall be solely the Contractor's responsibility.
 - 2. All time required for inspections and tests by authorities having jurisdiction shall be included in the Contract Time.
 - 3. Costs for inspections and tests by authorities having jurisdiction will be paid by University. Any re-test or additional cost incurred due to initial failure or a lack of preparedness shall be charged to the Contractor and a deductive change order processed.

1.8 INSPECTIONS AND TESTS BY SERVING UTILITIES

- A. Inspections and Tests by Serving Utilities: Contractor shall cause all tests and inspections required by serving utilities to be made for Work under the Contract.
 - 1. Except as specifically noted, scheduling, coordinating and conducting such inspections and tests shall be solely the Contractor's responsibility. All time required for inspections and tests by serving utilities shall be included in the Contract Time.
 - 2. Except as specifically noted, all costs for inspections and tests by serving utilities shall be included in the Contract Sum. All costs for retest due to the original test failure will be paid for by the Contractor.

1.9 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

- A. Inspections and Tests by Manufacturer's Representatives: Contractor shall cause all specified tests and inspections to be conducted by materials or systems manufacturers. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.
 - 1. Scheduling, coordinating and conducting such inspections and tests shall be solely the Contractor's responsibility. All time required for inspections and tests by manufacturer's representatives shall be included in the Contract Time.
 - 2. All costs for inspections and tests by manufacturer's representatives shall be included in the Contract Sum.

1.10 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

- A. Inspections by independent Testing Laboratory: Refer to Section 01 45 29 - Testing Laboratory Services.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

THIS PAGE INTENTIONALLY BLANK