

SECTION 01452 INSPECTION OF THE WORK

1.1 THE REQUIREMENT

- A. Whenever the CONTRACTOR intends to carry on the Work of this Contract on a Saturday, Sunday, or holiday, or more than eight (8) hours a day on Monday through Friday, or any variation in the time of the workday as set forth in the GENERAL CONDITIONS, length of the workday and work week, notification shall be given to the INSPECTOR and the ENGINEER of such intention at least forty-eight (48) hours in advance so that inspection may be arranged. No Work shall be allowed during these times without the approval of the INSPECTOR and no demolition will be permitted on Saturdays, Sundays, or holidays without the prior approval of the Board. All CITY inspection required by the CONTRACTOR on holidays, weekends and overtime for the sole convenience of the CONTRACTOR shall be accomplished at the sole expense of the CONTRACTOR by issuance of a deductive Change Order.

- B. The Work shall be conducted under the general observation of the ENGINEER and shall be subject to inspection by the INSPECTOR to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop or field inspection, as required. The INSPECTOR shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated. All materials and articles furnished by the CONTRACTOR shall be subject to inspection and no materials or articles shall be used in the Work until they have been inspected and accepted by the INSPECTOR.

- C. No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until it has been inspected by the INSPECTOR, and other Agencies for which a permit is required. Whenever the CONTRACTOR is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, the CONTRACTOR shall notify the INSPECTOR not less than forty-eight (48) hours in advance to request inspection before beginning any such Work of covering. Failure of the CONTRACTOR to notify the INSPECTOR at least forty-eight (48) hours in advance of any such inspections shall be cause for the INSPECTOR to require a sufficient delay in the progress of Work to allow time for such inspections and any remedial or corrective work required, and all costs of such delays, including its effect upon other portions of the work, shall be borne by the CONTRACTOR. Any Work so covered in the absence of inspection shall be subject to uncovering at the sole expense of the CONTRACTOR. Where uninspected Work cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed therefor.

- D. The presence of the ENGINEER or the INSPECTOR shall not relieve the CONTRACTOR of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the ENGINEER or the INSPECTOR. If the CONTRACTOR fails to replace any defective or damaged Work or material after reasonable notice, the ENGINEER may withhold progress payment for the Work or material, reserve the right to notify the CONTRACTOR'S Bond and Insurance

Companies, and/or may cause such Work or materials to be replaced. The replacement shall be deducted from the amount to be paid to the CONTRACTOR, otherwise the CONTRACTOR shall pay the CITY if there remains insufficient or no amount to be paid by the CITY to the CONTRACTOR.

- E. The INSPECTOR shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of these specifications, regardless of whether the defect in such articles or materials are detected at the point of manufacture or after completion of the Work at the site. If the ENGINEER or the INSPECTOR, through an oversight or otherwise, has not rejected materials or work which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the INSPECTOR upon discovery. The CONTRACTOR shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.
- F. At the completion of Work, after completion of all corrections, a final inspection will be made by the INSPECTOR, the ENGINEER, and the CONTRACTOR, as applicable. The INSPECTOR will provide a Final Inspection Correction List itemizing all work necessary to complete the Project satisfactorily.
- G. When the correction work is found to be in compliance with the Contract Documents, the construction Work will be considered complete and the Contract time will stop. The CONTRACTOR shall proceed with the maintenance work if required by the Contract. If the correction work is found to be non-compliant with the Contract Documents, the Contract time shall be continued to be assessed until the correction is satisfactorily made and accepted by the CITY.

(END OF SECTION)