

PART 1 GENERAL

The provisions of the WSDOT/WPWA Standard Specifications, most current edition apply except as modified herein.

The Contractor shall be responsible for all specific safety requirements promulgated by any governmental authority, including the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and WISHA.

1.01 Related Requirements Specified Elsewhere:

- A. Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities: General Conditions.
- B. Certification of products: Respective specification sections.
- C. Soil Testing: Section 02900
- D. Tests and Standards: Pertinent sections.

1.02 Independent Testing Laboratory:

- A. The City will employ and pay for services of an Independent Testing Laboratory to perform compaction, concrete, and related testing services.
- B. The Contractor shall provide certification that seed complies with the specification herein. The Contractor shall provide a test report showing topsoil complies with the specification herein.
- C. Employment of Testing Laboratory will in no way relieve Contractor of its obligation to perform work in accord with contract.

1.03 Laboratory Duties; Limitations of Warranties

- A. Cooperate with Agency and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction. Comply with specified standards. Ascertain compliance with requirements of Contract Documents.
- C. Notify Engineer and Contractor promptly of irregular ties or deficiencies of work observed during performance of services.
- D. Submit promptly 5 copies of reports of inspections and tests to Agency for further distribution.
- E. Perform additional services as required by Agency.
- F. No authority to release, revoke, alter or enlarge on requirements of Contract Documents; approve or accept any portion of the work; perform any duties of the Contractor.

1.04 Contractor's Responsibilities

- A. Cooperate with Laboratory personnel, provide access to work, arrange access to manufacturer's operations.
- B. Provide Laboratory preliminary representative samples of materials to be tested, in required quantities.

- C. Furnish copies of mill test reports. Casual labor and facilities for access to work to be tested; to obtain and handle samples at the site; to facilitate inspection and tests; for Laboratory's exclusive use for storage and curing of test samples.
- D. Notify Laboratory sufficiently in advance of operations to allow for its assignment of personnel and scheduling of tests.
- E. Arrange with Laboratory and pay for additional inspections, sampling and testing required for the Contractor's convenience and when initial tests indicate work does not comply with Contract Documents.
- F. Coordinate requests for services through City employed Testing Laboratory through Agency Representative.
- G. Cooperate with Laboratory personnel, provide access to work, arrange access to manufacturer's instructions, specifications, or other written directions.

1.05 Testing & Inspections

- A. The Contractor shall arrange for grading, stormwater, and mechanical inspections with the City of Bellingham Building Services Department. This item shall be incidental to the Contracts and shall not be measured for payment.
- B. In the event the Owner grants the Contractor permission to work outside normal working hours, the contractor shall bear any additional costs or surcharges arising from materials testing by an independent testing agency. These testing costs may include mileage, park staff overtime, testing agency overtime, and a 15% service fee.
- C. The Owner may require additional tests and inspections because of:
 - 1. Failure on the part of the Contractor to satisfy all items on the final punchlist prior to scheduled punch list inspection (Final Inspection).
 - 2. Defective installation of materials that appear during construction, or during guarantee period.
- D. For each additional inspection or test required, Contractor shall pay for cost of testing and the Owner's current hourly rate of pay plus 15% service fee, and for travel expense by private automobile at the current I.R.S. approved mileage rate.

END OF SECTION 01410