SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes administrative and procedural requirements for quality control services to verify quality assurance requirements specified in the Contract Documents.
- B. Specific quality control requirements for individual deconstruction activities including abatement are included in the sections that specify those activities.
- C. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements, and do not limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

1.2 GOVERNING REGULATIONS AND AUTHORITIES

A. Obtain copies of applicable regulations cited in the Contract Documents and make these available at the Project Site for reference.

1.3 **RESPONSIBILITIES**

- A. Contractor Responsibilities: Unless specifically indicated otherwise, the Contractor shall hire an independent testing agency acceptable to LMDC to provide for tests, inspections and other quality control services specified or required by authorities having jurisdiction. Costs for these services are included in the Lump Sum.
- B. Where individual sections specifically indicate that certain tests, inspections or other quality control services are to be provided by a testing agency, the Contractor shall employ and pay for a qualified independent testing agency to perform the quality control services.
- C. Contractor shall submit each testing agency's firm name, and credentials to perform the specified services, for LMDC's approval at least 15 calendar days before scheduled inspections or tests.
- D. LMDC Responsibilities: Where individual sections specifically indicate that certain tests, inspections or other quality control services are LMDC's responsibility, LMDC will employ and pay for a qualified independent testing agency to perform those services.
- E. Retesting: The Contractor is responsible for retesting, including repeated inspections and other services, where results of the initial tests, inspections or other quality control services indicate noncompliance with the requirements of the Contract Document, regardless of whether or not the original test, inspection or service was the Contractor's responsibility. Costs for retesting, and for revising or replacing noncomplying deconstruction, shall be the Contractor's responsibility.
- F. Associated Services: The Contractor shall cooperate with agencies and others performing required tests, inspections and other quality control services, and shall provide reasonable auxiliary services as requested. Contractor shall notify the testing and inspection entities sufficiently in advance of operations to permit their timely assignment of personnel. Auxiliary services include but are not limited to the following:

- 1. Providing access to the Work.
- 2. Furnishing incidental labor and facilities necessary to facilitate inspections and tests.
- 3. Taking adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 - a. Provide facilities for storage and curing of test samples.
 - b. Deliver samples to testing laboratories.
 - c. Provide security and protection of samples and test equipment at the Project Site.
- G. Duties of the testing agency: The independent testing agency engaged to perform tests, inspections and other quality control services shall cooperate with the Owner's Representative and the Contractor in performance of the agency's duties.
 - 1. The agency shall provide qualified personnel to perform required inspections and tests.
 - 2. The agency shall notify the Owner's Representative and the Contractor of irregularities or deficiencies observed in the Work during performance of their services.
 - 3. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 - 4. The agency shall not perform any duties of the Contractor.
- H. Coordination: The Contractor shall coordinate the sequence of activities to accommodate required services with a minimum of delay.
 - 1. Activities shall be coordinated to avoid the necessity of delaying deconstruction to accommodate inspections and tests.
- I. The Contractor shall be responsible for scheduling times for inspections, tests, taking samples and similar activities.
- 1.4 QUALIFICATIONS OF INDEPENDENT TESTING AGENCIES
 - A. A qualified independent testing agency shall be an accredited entity engaged to perform tests or inspections, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those tests or inspections.
 - B. Testing agencies shall be acceptable to LMDC.
 - C. Testing agencies shall be authorized by authorities having jurisdiction to operate in the jurisdiction where the Project is located, and perform the testing required.
- 1.5 SUBMITTALS
 - A. Reports: The Contractor, or the testing agency where they perform the services, shall submit a certified written report, in duplicate, of each test, inspection or other quality control service to LMDC.
 - B. Submit additional copies of each written report directly to the applicable Governmental Authority, when directed by same.
 - C. Written reports shall include but not be limited to the following:

- 1. Date of issue.
- 2. Project title and number.
- 3. Name, address, and telephone number of testing agency.
- 4. Dates and locations of samples and tests or inspections.
- 5. Names of individuals making the test or inspection.
- 6. Designation of the Work and test method.
- 7. Identifications of product and specification section.
- 8. Complete test or inspection data.
- 9. Test results and an interpretation of test results.
- 10. Ambient conditions at the time of sample taking and testing.
- 11. Comments or professional opinion on whether tested or inspected Work complies with Contract Document requirements.
- 12. Name and signature of laboratory inspector.
- 13. Recommendations on retesting.
- D. Permits, Licenses, and Certificates: For LMDC's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

- 3.1 REPAIR AND PROTECTION
 - A. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for testing, inspection or other quality control services.

END OF SECTION 01400