

CONSTRUCTION INSPECTION STATEMENT OF WORK

PART 5 – CONSTRUCTION INSPECTION

1. Communication:

Communication by the inspector relating to the administration of the DB contract shall, in general, be restricted to the CA and Contractor. The inspector shall communicate with the Grantee and Contractor under the direction of the CA and with the CA's full knowledge. The inspector shall not communicate with Subcontractors or materials suppliers except with the full knowledge and approval of the CA and Contractor.

2. Inspection Services. The CI shall provide the following services:

a. Inspection of Work.

Perform daily on-site inspection of the progress and quality of the work as may be reasonably necessary to determine if the work is being performed in a manner indicating that the work when completed will be in conformance with the contract documents. Notify the CA if, in the inspector's opinion, work does not conform to the contract documents or requires special inspection or testing. The CA shall, without delay, inform the Grantee, in writing, of any failure to the Contractor to comply with the contract documents.

b. Schedules.

Monitor the Contractor's construction schedules on an ongoing basis and alert the CA to conditions that may lead to delays in completion of the work. The CA shall notify the Grantee in writing of conditions that may lead to delays in completion of the work.

c. Requests for Information (RFI).

Receive and respond promptly to requests from the Contractor for information and, when recorded and responded by the CA, provide interpretations of the Contract Documents. The CI shall maintain a log of all RFIs and shall record the disposition date and action for each RFI. The CI shall make available to the Grantee a copy of the RFI log, when requested.

d. Changes (Change Orders).

Receive and respond to requests for changes by the Contractor, and submit them, together with recommendations, to the CA. The CA shall prepare recommendations to the Grantee for implementation of changes (change orders) under the construction contract. The CI shall maintain a log of all Change Orders and shall record the disposition date and action for each Change Order. The CA and Inspector shall have no authority to issue change orders effecting the time, cost or terms and conditions of the construction contract.

e. Minor modifications which do not affect time, cost or terms and conditions of the DB contract may be issued by the CA as Architect's supplemental instructions(ASI) incorporating the CA's modifications into the Contract Documents. The CA shall consult with the Grantee before approving a minor modification. The CA shall provide 2 copies to the Grantee of any minor modifications issued to the Contractor; the modification shall be signed and dated by both the Contractor and Inspector. Minor modifications may be issued to accommodate field conditions provided the basic structural integrity is not affected or compromised; the basic configuration of the item is not changed; the basic functional use

is not changed; and the minor modification is independent and does not affect other components of construction. The CI shall maintain a log of all ASIs.

f. Meetings.

Attend the preconstruction meeting and attend other project related meetings as authorized by the Grantee and report to the CA on the proceedings. The CI shall provide 2 copies of the report to the Grantee. The meeting report shall contain a list of attendees, a summary of items discussed, a list of action items (open, closed, or updated), and other pertinent information to document the proceedings.

g. Testing.

Observe tests required by the Contract Documents. Number, type and location of tests shall be directed by the Inspector in consultation with the A-E. Record and report to the A-E on test procedures, test results and verify testing invoices to be paid by the Grantee, if any. The A-E shall provide 2 copies of the test reports/results to the Grantee.

h. Records.

The Inspector shall maintain records at the construction site in an orderly manner, including correspondence, contract documents, change orders, Architect's supplemental instructions, reports of site meetings, shop drawings, product data and similar submittals; supplementary drawings, color schedules and requests for payment; and names, addresses and telephone numbers of the Contractor(s), Subcontractors and principal materials suppliers.

i. Logbook.

Maintain a logbook of daily activities at the site, including weather conditions, ground conditions, delays, nature and location of Work being performed, number of workmen on site with number of Native American employees shown separately by craft, materials delivered, major equipment on the jobsite, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence, delays or work that might result in a claim for a change in Contact price or Contract time. Maintain a list of visitors, their titles, and time and purpose of their visit.

j. Monthly Construction Reports. The A-E shall submit a monthly construction report to the Contracting Officer within 7 working days of the end of the reporting period. The report shall be concise and contain the following information:

Reporting Period

Project Name and Project No.

Project Location

Contractor's name

Contract Start Date

Original contract Completion Date

Current contract Completion Date

Estimated contract Completion Date

Inspector's Name

Construction Contract Number

Original Construction Contract Amount

Revised Construction Contract Amount

Scheduled % Complete

Actual % Complete

Brief Project Description/Scope

Narrative Project Summary for Reporting Period containing commentary for the following:

Project Management

Contractor Performance (including subcontractors)

Job Progress

Schedule Variances (including corrective actions being taken or contemplated)

Significant Accomplishments

Problem Areas (actual or potential)

Key Events or Work Planned for the Succeeding Month

Change Order Status

List of all approved change orders to date, including cost and or time adjustments

List of all pending change orders, including contractor's proposed amount and CA's estimated amount

Request For Information(RFI) status

List all pending RFIs DSRM related and RFIs responded by CA.

Architectural Supplemental Instructions (ASI) status

List ASI numbers accomplished for the record.

Provide any additional pertinent comments; such as, material delivery delays, labor available, etc.

k. Shop Drawings.

Assist the CA in reviewing Shop Drawings, Product Data and Samples. Notify the A-E if any portion of the Work requiring Shop Drawings, Product Data or Samples is started before such submittals have been approved by the CA. Receive and log Samples required at the site, notify the CA when they are ready for examination, record the CA's approval or other action and maintain custody of approved Samples.

l. Payroll Reviews. Review the Contractor and subcontractor's payroll submissions. Maintain a current record of payrolls submitted by the Contractor and subcontractors. Submit a delinquency payroll report with each Monthly Construction Report. If no payrolls are delinquent, indicate "None" on the report. Provide a copy of the delinquency report to the Contractor.

m. As-Built Drawings.

Review the Contractor's record copy (as-built) of the drawings and specifications, addenda, change orders and other modifications at intervals appropriate to the stage of construction and notify the CA of any apparent failure by the Contractor to maintain up-to-date records. The CA shall work with the Contractor to maintain compliance. If the Contractor fails to comply, the CA shall notify the Contracting Grantee.

n. Applications for Payments.

Review Applications for Payment and forward to the CA with recommendations for disposition. The CA shall review and recommend to the Grantee, disposition of the payment request. The Grantee shall be responsible for the payment to the Contractor.

o. Substantial Completion.

Assist the CA in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion. The CA shall recommend to the Contracting Officer the date of Substantial Completion and date of final completion.

p. Final Inspection and Report, Final Acceptance of Work

The CA shall perform a final inspection at the request of the Contractor on a date jointly determined by the CA, Contractor, Inspector and COTR. The A-E shall prepare the official “punch list” and provide copies to the Contractor and COTR on the day of the inspection. This may coincide with the DSRM inspection.

The CA shall prepare a Final Inspection Report within five (5) working days of the inspection and submit it to the COTR. The report shall include:

- 1). The contract title and number
- 2). The Contractor’s name and address
- 3). The contract completion date
- 4). The construction contract award amount
- 5). A listing of all approved change orders and amounts
- 6). The punch-list
- 7). A narrative addressing quality of work, any unresolved problems and general opinion of the Contractors performance
- 8). Status of as-built drawings
- 9). Status of O&M manuals and other items required under the contract
- 10). Status of keys and their disposition

The CA shall verify that all deficiencies have been corrected and recommend the date of final acceptance. Final acceptance shall be given only when all deficiencies under the contract are corrected.

q. Final Documentation.

Assist the CA in receipt and transmittal to the Grantee of documentation required of the Contractor upon completion of the Work.

3. Limitations of Authority

a. The Inspector shall not exceed the authority of the CA under the contract between the CA and the Grantee.

b. The Inspector shall not:

- 1). Authorize deviations from the contract documents.
- 2). Approve substitute materials or equipment, except as authorized in writing by the CA.
- 3). Personally conduct or participate in tests or third-party inspections except authorized by the CA. The Inspector may participate in inspections conducted by the Grantee.
- 4). Assume any of the responsibilities of the Contractor’s superintendent or of Subcontractors.
- 5). Expedite the work for the Contractor.
- 6). Have control over or be in charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7). Authorize or suggest that the Grantee or User occupy the Project in whole or in part.
- 8). Issue a Certificate for Payment or Certificate of Substantial Completion.
- 9). Prepare or certify the preparation of a record copy of the Drawings, Specifications, Addenda, Change Orders or other Modifications.
- 10). Reject Work or require special inspection or testing except as authorized in writing by the CA and approved by the Contracting Officer.
- 11). Accept, distribute or transmit submittals made by the Contractor that are not required by the Contract Documents.
- 12). Delay Work or order the Contractor to stop the Work or any portion thereof. Only the Grantee is authorized to stop the Work.

4. Minimum Qualifications of the Inspector.

a. The inspector shall be highly qualified and have a minimum of ten (10) years of experience inspecting building construction work of the size and scope of this project. An ICBO certified inspector is desired, however not mandatory.

b. The CI shall submit the resume of the proposed inspector to the Grantee for review and concurrence. The CI shall not change the inspector unless the Grantee agrees to the change and the qualifications of the new inspector are determined to be acceptable to the Grantee. The Grantee shall have the authority to reject a proposed inspector if, in the Grantee's opinion, the inspector is not qualified. In addition, the Grantee shall have the right to require the CA to remove and replace any personnel during the contract term for cause such as, but not limited to, insubordination, carelessness, or incompetence.

5. Specific Requirements:

The CI shall base the proposal on the following project time requirements:

a. Full time on-site inspection will be required for eight (8) months (approximately 240 calendar days).

b. Half-Time inspection services will be required for two (2) months (approximately 60 calendar days) for closeout.

d. Travel

1). Inspector attendance will be required at the pre-construction conference

2). Inspector travel will be allowed to the CA's home office for project coordination an average of two times per month

3). Monthly payments will be made on a cost reimbursement basis

6. Office Supplies and Equipment.

The CI shall provide all job-site office supplies, services and machines, as well as reproduction and local telephone calls. All shipping charges necessary for the performance of the services shall be pre-paid by the CA. Reimbursement will be made for official long distance telephone calls, telefax, internet, postage and photographs necessary for the required services.

6.1. MATERIALS AND SERVICES PROVIDED BY THE GRANTEE.

The Grantee will furnish:

1. Any required standard forms

2. Review of materials submitted by the CA for Grantee review and approval

3. Approval/disapproval of recommendations submitted by the CA to the Grantee

4. Issuance of written change orders and contract modifications to the Contractor

5. Approval of the Contractor's requests for payment

6. Final acceptance of work under the construction contract.

6.2 DELIVERABLES

1. The CA shall submit to the Grantee, the information, reports and test results as indicated above.

Submit one copy of deliverables to the following address:

End of Statement of Work