

SECTION 6

CONTROL OF MATERIAL

6.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS:

All materials proposed to be used may be inspected or tested at any time during their preparation and use. Only materials conforming to the requirements of the Specifications shall be incorporated in the Work. Material which has become in any way unfit for use, shall not be used in the Work. Any material which has become mixed with or coated by dirt or other foreign substance shall not be used in the Work.

The source of supply of each of the materials shall be approved by the Owner's representative before the delivery is made to any section of the Work. When so indicated or directed, representative preliminary samples of character and quality shall be submitted for examination or test, and written approval of the quality of such samples must be received by the Contractor prior to obtaining materials from the respective sources of supply.

6.02 SAMPLES AND TESTS:

Inspection and tests will be conducted promptly but the Contractor shall notify the Owner's representative, in writing, immediately on the placing of orders for materials, giving the source and the dates when shipments are to be made. Materials to be tested will be sampled by the authorized representative, upon delivery, or at any time before use and acceptance or rejection will be based on the test of such samples.

In any event, material actually incorporated in the construction must meet the requirements of the Contract. The Contractor shall afford such facilities for collecting and forwarding samples; but shall not make use of nor incorporate in the Work any material represented by the samples until the tests have been made and the materials found acceptable in accordance with the requirements of the Contract. The Contractor in all cases shall furnish the required samples without charge.

When tests are made at the source of production, the producer shall furnish every reasonable facility for the performance of the tests and for the protection of testing equipment and supplies, and shall permit the Owner's representative to have free access to all parts of the plant to enable adequate inspection and

selection of samples. Sources of supply of bituminous material shall have adequate testing facilities and satisfactory laboratory equipment, which equipment shall meet the requirements of the standard methods mentioned in the Specifications.

6.03 STORAGE OF MATERIALS:

Materials shall be stored so as to insure the preservation of their quality and fitness for the Work in a manner as recommended by the manufacturer and approved by the Engineer. Materials in storage shall be so arranged as to facilitate prompt inspection. Stored materials even though approved before storage may be inspected prior to their use in the Work and shall meet the requirements of the Specifications at the time they are incorporated in the Work.

Materials shall be stored only where specifically permitted. Stockpiling of construction materials shall be confined to such cleared areas as may be approved. Private property shall not be used without written permission of the property owner or lessee.

6.04 DEFECTIVE MATERIALS:

All materials not conforming to the requirements of the Contract shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work. Defective materials discovered in the process of the Work will be rejected. All defective material shall be replaced by the Contractor at his expense. No rejected materials, the defects of which have been subsequently corrected, shall be used until written approval has been given by the Owner's representative. Upon the failure of the Contractor to comply at once with any order under the provisions of this Section, the Owner shall have authority to remove and replace defective material and to deduct cost of removal and replacement from any monies due or which may become due the Contractor or his Surety.

6.05 CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor

subject to any chattel mortgage or order and conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work, free from all liens, claims or encumbrances.

END OF SECTION