#### UNIVERSITY OF THE DISTRICT OF COLUMBIA CAPITAL PROCUREMENT DIVISION



# **APPENDIX "C"**

# **OBSERVATION AND INSPECTION OF CONSTRUCTION WORK**

# **1. SERVICES TO BE PROVIDED BY THE ARCHITECT-ENGINEER**

- 1.1. In order to provide the Title II Services, the Contract and or the Task Order shall include such a requirement. The COTR may require the A-E or his representatives to visit the site during construction, attend the construction progress meetings at the project site, or attend any other meetings that are associated with the design work provided by the A-E. All such visits shall be authorized by the Project Manager to receive payment.
- 1.2. If a request is made by the COTR for attending the construction site meeting or to inspect the construction work the Architect-Engineer and or his representatives shall familiarize themselves generally with the progress and quality of the work and determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observation the Architect-Engineer shall record and submit to the COTR, all the defects and deficiencies in the work of the Contractor. The Architect-Engineer shall advise and assist the COTR in the coordination and preparation of any phasing of the work, scheduled movement or displacement of persons, equipment or activities or any modifications or revision thereto. A-E shall not be responsible for the Contractor's construction means, methods, techniques, sequences or procedure or for safety precaution and programs in connection with the work, and he shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
- 1.3. The Architect-Engineer shall investigate a Contractor's non-compliance and recommend to the COTR the rejection or correction of work, which does not conform to the Contract Documents. If he finds it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he shall request the COTR to have a special inspection or testing of any work performed in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 1.4. Advise or /and recommend to COTR on construction changes deemed necessary during construction. The Architect-Engineer shall not make changes in plan, specification, or other contract documents, nor waive any contract requirement, except as authorized by the Contracting Officer.

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- 1.5. Prepare Change Orders drawings, related specifications, and cost estimates if authorized by the Contracting Officer. If the added work is required due to errors/or omissions on the part of Architect-Engineer, it shall be performed at no cost to the District.
- 1.6. A-E shall meet with and provide written response to the Contracting Officer on questions and disputes, which arise as a result of the Architect-Engineer's Title I work and subsequent advice.
- 1.7. Observe or review if requested by the COTR, tests of work, equipment, materials or supplies required by the contract documents.
- 1.8. Observe or review if requested by the COTR, the testing and operation of installed equipment and utility systems for conformance with contract plans and specifications.
- 1.9. Architect- Engineer shall prepare a punch list itemizing incomplete, omitted and unacceptable work to be done for satisfactory conformance to the contract.
- 1.10. Within three calendar days after each visit, the A-E shall submit to the COTR a detailed written report regarding the subject of the visits and any items that may assist the Contracting Officer in administering the contract.
- 1.11. Submit to the COTR, a Final Report containing the Architect-Engineer's narrative evaluation for the performance of the construction contractor, a chronological log of all inspection visits performed by the Architect-Engineer and copies in chronological order of all reports with the corresponding minutes previously submitted to the COTR.
- 1.12. Architect-Engineer shall deal with the COTR and shall have no communication with the contractor except as may be authorized.
- 1.13. Within three calendar days after each meeting attended, A-E shall provide written detailed minutes of the meeting and take necessary actions in a timely manner so as to assist the Contracting Officer in avoiding claims from the contractor.

# 2. **PERIOD OF SERVICE:**

The Architect-Engineer shall provide the required services under Title II of the contract concurrently during the construction period. These services shall be through acceptance of construction by the District. When the Architect-Engineer contract is terminated prior to completion of construction, payment shall be made for only that portion of the authorized work actually performed by the Architect-Engineer.

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# 3. **PAYMENT FOR SERVICES:**

Architect-Engineer shall be paid for each visit of 3 hours or less as half visit. Each visit in excess of 3 hours shall be considered one visit. The rate for each of such visits shall be included in the contract and this amount shall constitute complete compensation for all services required to be performed. A-E shall not exceed the number of visits authorized in the contract unless it is amended by a change order issued by the Contracting Officer.

For payment purposes the Architect-Engineer shall compute and convert to a man/visit count, the actual man/hours expended at the site and or attendance at meetings. No additional payment will be made for submitting the reports of the visits or minutes of the meetings attended and travel time. Telephone questions and replies may be made a matter of cumulative record for the purpose of requesting consideration for remuneration. Such requests will be given consideration only if the quantity appears excessive in relation to the project size and complexity. A-E shall submit a record identifying the subject, time, date, and the time expended. No payment shall be made for the persons in supportive services included and otherwise compensated for within the general overhead; for example, office administration, chauffeurs, couriers, reproduction, etc. Also, no payment shall be made for responses to queries from construction contractors and subcontractors that are not authorized by the COTR and any man/hours expended pursuant to correction any errors or omissions deemed the responsibility of the Architect-Engineer.

# 4. **AS-BUILT DRAWINGS**

If directed by the Contracting Officer, the Architect-Engineer shall prepare and or review "as-built drawings" using all authenticated field notes, change orders, sketches, drawings, specifications, etc., such as may accrue and record departure form the original construction documents during the execution and construction of the work.