

EXHIBIT C - TESTING AND INSPECTIONS

THE FOLLOWING TERMS AND CONDITIONS FORM A PART OF THIS AGREEMENT WHEN CHECKED:

1. TESTS AND INSPECTIONS.

Tests, inspections, and approvals of portions of the work required by the Agreement Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

2. INDEPENDENT TESTING LABORATORY.

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

3. ADVANCE NOTICE TO INSPECTOR OF RECORD.

The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Agreement Documents which must, by terms of the Agreement Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

4. TESTING OFF-SITE.

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the work.

5. ADDITIONAL TESTING OR INSPECTION.

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the work require additional testing, inspection, or approval not included, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs for basic testing at the District's selected Independent Inspection Laboratory, except as provided for in sections 2, 6, and 7 where the Contractor shall pay for those testing, inspections or approvals.

6. COSTS FOR RETESTING.

If such procedures for testing, inspection, or approval under the previous sections reveal failure of the portions of the work to comply with requirements established by the Agreement Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

7. COSTS FOR PREMATURE TEST.

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

8. TESTS OR INSPECTIONS NOT TO DELAY WORK.

Tests or inspections conducted pursuant to the Agreement Documents shall be made promptly to avoid unreasonable delay in the work.