

SECTION 6.00**CONTROL OF MATERIALS****6.01 Source of Supply and Quality.**

If the Engineer so desires, materials may be approved at the source of supply before delivery is started.

The Department reserves the right to require approval of the source of supply for any material to be incorporated into the work prior to delivery or manufacture.

The Engineer reserves the right to prohibit the use of materials, products or components which in his/her opinion may be supplied in a manner not reasonably consistent with contract requirements.

The determination of the Engineer shall be final upon all questions which pertain to supplier approval.

Fabricators of structural steel, miscellaneous steel, and aluminum products must be on the Department's approved fabricators list, as noted in Subsection 960.61, prior to the bid opening date. Only approved fabricators will be allowed to perform work for the Department.

Unless otherwise stipulated in the Special Provisions, the Contractor shall furnish all materials required for the work specified in the Contract, and said materials shall meet the requirements of the specifications for the kind of work involving their use.

Chapter 7, Section 22, Clause 17, of the General Laws, as amended, shall apply to the purchase by the Contractor of supplies and materials to be used in the execution of this Contract.

The rules referred to require a preference in the purchase of supplies and materials, other considerations being equal, in favor first, of supplies and materials manufactured and sold within the Commonwealth, and second, of supplies and materials manufactured and sold within the United States. On Federal Aid Projects the following shall also apply:

No requirements shall be imposed and no procedure shall be enforced by any State in connection with a project which may operate to require the use or provide a price differential in favor of articles or materials produced within the State, or otherwise to prohibit, restrict or discriminate against the use of articles or materials shipped from or prepared, made or produced in any State, territory or possession of the United States.

In Contracts requiring structural steel, the Contractor shall furnish approved erection procedures to the inspector of structural materials at the source of supply or site of fabrication. The inspector shall not stamp his/her approval or release material for shipment until such approved procedures are received.

Unless otherwise provided, only new and first quality materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the work, except for material used by the Contractor for his/her convenience and which is not to be incorporated in the permanent work.

If, after test(s), it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from such source proves unacceptable at any time, the Contractor shall, at his/her own expense, take any and all steps necessary to furnish approved materials.

Where no inspection of materials is arranged for by the Party of the First Part and before such materials are incorporated into the work, the Contractor shall submit to the Party of the First Part for approval, three notarized copies of the Manufacturer's or Supplier's statement for each kind of material furnished, which shall certify compliance with the specifications and shall contain the following information:

1. Contract Number, City or Town, Name of Road and Federal Aid Number.
2. Name of the Contractor to which the material is supplied.
3. Kind of material supplied.
4. Quantity of material represented by the certificate.
5. Means of identifying the consignment, such as label, marking, seal number, etc.
6. Date and method of shipment.
7. Statement to the effect that the material has been tested and found in conformity with the pertinent parts of the Contract.
8. Results of all required tests including the chemical analysis in the case of metal: or in lieu of furnishing the results a statement that results of all required tests pertinent to the certificate and not submitted shall be maintained available by the undersigned for a period of not less than three years from date of final acceptance or not less than three

years from date of final payment to the State from Federal Funds (whichever period is the longest shall apply).

9. Signature of a person having legal authority to bind the supplier.

If the Contractor has new materials purchased for use on a previous Department Contract which have never been used and which comply with the specifications, these materials may be furnished and used provided the Contractor submits his/her own sworn statement certifying that such materials were purchased for use on a previous Contract (naming and identifying such Contract) and that certificates of compliance were furnished for such materials on the previous Contract, to which reference can be made.

Any cost involved in furnishing the certificate shall be borne by the Contractor.

6.02 Samples and Tests.

The inspection and sampling of materials will be carried out, ordinarily, at the source or at the site of the Contract work in accordance with established policies and procedures of the Department; but the Department will not assume any obligation for the inspection and sampling of materials at the source. The responsibility of incorporating satisfactory material in the work rests entirely with the Contractor, notwithstanding any prior inspection or test.

Tests of materials will be made by the Department or under its direction in accordance with the Standards of the test as designated. The Contractor or his/her suppliers shall furnish such facilities as the Engineer may require for collecting and forwarding samples, and shall not make use of, nor incorporate in the work, any material represented by the samples until the required tests have been made and the material accepted, unless otherwise directed. The Contractor in all cases shall furnish the required samples without charge.

Materials such as crushed stone, gravel borrow, ordinary borrow, etc., will be sampled at the source and approved for use. However, such preliminary approval by the Engineer does not relieve the Contractor of the responsibility for placing satisfactory material in the work as determined by subsequent samples taken at the source or on the project prior to the material being incorporated into the work and if the project samples test satisfactorily the material will be considered to meet the Contract requirements as to quality. If such sampling and testing reveal that the material is unsatisfactory it will then be the responsibility of the Contractor to remove it from the work or blend it with such other materials so that an acceptable material will be produced. The removal and blending of such material shall be done by the Contractor without additional compensation.

6.03 Delivery and Storage of Materials.

Materials and equipment shall be progressively delivered at the site so that there will be neither delay in the progress of the work nor an accumulation of materials that is not to be used within a reasonable time.

Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the right-of-way may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefor must be provided by the Contractor at his/her expense. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer copies of such written permission shall be furnished to him/her. All storage sites shall be restored to their original condition by the Contractor at his/her expense. This shall not apply to the stripping and storing of topsoil, or to other materials salvaged from the work.

6.04 Defective Materials.

Materials not conforming to these specifications shall be rejected and removed from the work by the Contractor as directed. No rejected material, the defects of which have been subsequently corrected, shall be used except with the permission of the Engineer. Should the Contractor fail to remove defective material within the time indicated in writing, the Engineer shall have the authority to remove and replace the defective material, and the cost of such removal and replacement will be deducted from any moneys due or to become due the Contractor.