

# The Compliance Inspection Program



In the mid-1970s, AWI teamed with the American Arbitration Association (AAA) to provide an inspection service for woodworkers, contractors, design professionals and owners.

The objective of the program was, and is, to help mediate disputes about the quality of woodwork fabricated, finished, delivered, and installed under the Quality Standards Illustrated. Reference to the Quality Standards in the project documents is a requirement to proceed with the program. The inspectors cannot be asked to adjudicate woodwork without the accepted industry Standards as a starting point.

The Compliance Inspection Program is almost always implemented long after a dispute is in progress, and often after installation, when compliance measures are more difficult, both to detect and to correct.

The following six pages explain this program, a program completely separate and distinct from the Architectural Woodwork Manufacturers Association of Canada *Guarantee and Inspection Service (GIS)*, or the Architectural Woodwork Institute *Quality Certification Program (QCP)*.

## COMPLIANCE INSPECTION PROGRAM PROCEDURES

The Architectural Woodwork Institute (AWI) in cooperation with the American Arbitration Association (AAA) will maintain an inspection service which will be available to specifiers of our industry products manufactured within the continental boundaries of the United States and Canada. The program is available on any project where specifications reference Quality Standards Illustrated on the following conditions:

A. AAA has established a panel of qualified inspectors from its membership to determine whether particular products have been manufactured in accordance with the applicable edition of the Quality Standards Illustrated. Inspection services will be provided whenever some parties involved join in the request for the inspection and further agree, in writing, to the identity of all items to be inspected and the Grade (Premium, Custom, or Economy) specified.

Unless otherwise agreed to by the parties, in writing, the report of the inspectors will not set precedent and will be advisory and not binding on the parties. The parties further agree that neither AWI, AWMAC, members, inspectors, employees, or officers, nor AAA shall incur any liability as a result of such inspection and report. At AAA's discretion, inspections may be made without agreement of all parties involved.

B. A request for inspection must be sent in writing to AWI and shall include the following:

1. Fully completed set of the Request for Quality Inspection forms (photocopies from the following pages).
2. A certified check in the amount of US\$4,500 as a deposit for the cost of inspection, made payable to the Architectural Woodwork Institute inspection account. For inspections in Alaska, Hawaii, or the Canadian Provinces, the deposit amount is increased to US\$5,500. If the actual cost of the inspection exceeds the deposit, payment of the additional amount will be required before publication of the findings. If actual costs are less than the deposit the difference will be refunded by AWI.

C. The procedure for appointment of inspectors by AAA shall be as follows:

1. The request for inspection, after processing at the AWI office, will be sent to AAA who will select two inspectors from a panel of experienced AWI members submitted by AWI to AAA. The basis for appointment will be the expertise of the inspectors, proximity of the inspectors to the inspection site and absence of conflict of interest between the parties and the inspectors.
2. AAA will appoint two inspectors from the list of established experts. AAA shall notify the parties in writing as to the identity of the inspectors and the parties shall have ten days from the date of notification in which to inform AAA of any circumstances likely to affect the impartiality of the inspectors, including any bias or financial or personal interest in the matter, or past or present relationship with the parties or their representatives. Upon receipt of such information AAA shall communicate it to the other party and to the inspectors, if it deems it appropriate to do so. Thereafter

AAA shall determine if the inspector should be disqualified and shall inform the parties of its decision, which shall be conclusive. If a vacancy should occur, AAA shall promptly appoint a replacement and notify the parties.

3. Once the inspectors have visited the site and rendered their report they shall send copies of the report directly to AWI which in turn will notify AAA.

D. The inspection fees shall be US\$750 per day for the inspection team plus round trip travel, meals, and lodging expenses of the team, plus any costs incurred for laboratory testing, photography, etc. of components deemed necessary by the team, plus AAA and AWI administrative fees, all of which are taken out of the deposit.

E. Requests for inspection can be filed early and before delivery of the material to the job site. In any event the inspection should be made before installation or on site finishing of the products involved. In-plant inspection cannot be conducted if the woodworker does not consent and grant admission.

Under certain conditions it may be impossible to determine the responsibility for conditions found to exist that do not meet QSI requirements, e.g., after the products have been on site too long. Recognizing the difficulty in identifying the cause for defects in products finished and/or installed by parties other than the woodworker, the inspectors, upon specific request of all parties will render an opinion of the cause of such defects. Other factors such as job site finishing, design, installation, humidity conditions, etc. affecting the product may be noted.

F. The material and/or workmanship that is being challenged must be specifically identified, sufficient to enable the inspectors to concentrate on the specific objections. This will also help to control inspection costs.

G. The report shall include a finding as to compliance with the designated QSI Grade of work as noted on the *Architectural Woodwork Inspection Request* form. Additional documentation, such as change orders, approved shop drawings, job conference minutes, and approved samples may be submitted by any party for consideration and shall be considered by the inspection team. These documents should be assembled and made ready for the inspectors' review at the time of the on site or in-plant inspection. All parties should be fully informed of documentary submissions. The responsibility for notification of other parties is with the party making the documentary submission.

Deviations, if any, from the specified standards and documentation, if applicable, will be itemized on the report. The report shall be provided to all parties concerned. Any and all costs or expenses incurred in the preparation, review, or distribution of the report shall be assessed as part of the costs of the inspection service.

H. An initial "walk-through" is to occur at the site, with on site officials, so that the team is provided an opportunity to become familiar with locations of products to be inspected. No other accompaniment or conference will be permitted.

I. Neither AWI, nor its agents or inspectors shall make, or attempt to make, an estimate or monetary valuation attributable to the deviations, if any, or make any recommendations regarding settlement or work in dispute in the report or otherwise.

J. If the report of the inspectors does not satisfactorily resolve the questions submitted to them, the parties may then jointly submit the issues to mediation or binding arbitration as conducted by the American Arbitration Association (AAA).

**Mediation:** In some situations, the involvement of an impartial mediator may assist parties in reaching a settlement of their dispute. Mediation is a process under which the parties submit their dispute to an impartial person – the mediator. The mediator may suggest ways of resolving the dispute, but cannot impose a settlement on the parties. If the parties want to use a mediator to resolve an existing dispute under the AAA Construction Industry Mediation Rules, they can enter into the following submission:

The parties submit the following dispute to mediation under the Construction Mediation Rules of the American Arbitration Association. (The clause may also provide for the qualifications of the mediator(s), method of payment, locale of meetings, and any other item of concern to the parties.)

**Arbitration:** Arbitration is the voluntary submission of a dispute to a disinterested person or persons for final determination. AAA does not act as an arbitrator. Its function is to administer arbitrations in accordance with the Arbitration Rules. AAA maintains panels of people qualified to serve by virtue of their experience in the construction field from which arbitrators may be chosen by the parties. Once designated, the arbitrator decides the issues and renders a final and binding award. This Compliance Inspection Program is NOT to be construed as Arbitration.

Sample agreement to request a Quality Certification Inspection appears on the following pages.

Photocopy, complete, and return with deposit to begin process.

***The time to complete process from the receipt of the agreement, payments, and all relevant documentation, until final reports are written and financial settlements are made varies from 30-60 days.***

There is no way to shortcut the due process required for the successful completion of the program. Individual inspectors are not available to give personal opinions outside the scope of the Program.

Questions about the program can be addressed to the  
 Director of Certification, AWI  
 46179 Westlake Drive, Suite 120  
 Potomac Falls, Virginia 20165

or by calling (703) 733-0600; or fax at 733-0584; or email to [qcpinfo@awinet.org](mailto:qcpinfo@awinet.org).

## COMPLIANCE INSPECTION AGREEMENT

Following is the agreement required to request a compliance inspection.

Date: \_\_\_\_\_

To: Architectural Woodwork Institute  
46179 Westlake Drive, Suite 120  
Potomac Falls, Virginia 20165

PROJECT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

We the undersigned acknowledge that a dispute exists between them relating to the quality of certain architectural woodwork materials produced for the \_\_\_\_\_ building noted above. In an attempt to resolve the dispute by an informed and impartial analysis of the products in question, the undersigned parties hereby request that the Architectural Woodwork Institute (AWI), in cooperation with the American Arbitration Association (AAA), arrange for and conduct, without delay, an inspection of said products in accordance with the following terms:

1. We understand that the report issued as a result of this inspection will be advisory not binding on the parties. Further, the report shall not be considered precedent setting. The parties agree that neither AWI, AWMAC, its members, inspectors, employees, or officers, nor AAA shall incur any liability as a result of this inspection and report.

2. We acknowledge that in all cases conformance with the quality standards will be determined in relation to the Grades specified (Premium, Custom, or Economy) as specified in the chronologically applicable edition of *AWI/AWMAC Quality Standards Illustrated (QSI)*.

3. We agree that the products or materials in question are limited to those items set forth on the attached *Schedule of Items to be Inspected*, and that the contract documents for the project require the Grades so noted in that schedule. We understand that unless an opinion of the inspectors relating to the cause of the defects is requested, the statement will indicate compliance or noncompliance only.

4. We agree to assume all costs of this inspection, including the fees, travel, meals, and lodging expenses for the team of two individuals as selected by AAA. We understand that the inspectors will be appointed by AAA from a panel of inspectors established by AWI from its membership. The basis for appointment will be the expertise of the inspectors, proximity of the inspectors to the inspection site and the absence of conflicts of interest between the parties and the inspectors. Appointment of the inspectors will be done by AAA in accordance with the terms of the Inspection Procedure of the Compliance Inspection Program.

5. We agree to assume all costs incurred in laboratory testing or photography or reproduction of any other documentation related to products or components deemed necessary or desirable by the inspection team. We further agree that the AAA administrative fee is part of the expense, and agree to reimburse AWI for legal costs or fees, if any, relating to the inspection and report.

6. We attach a certified check in the amount of US\$4,500 (US\$5,500 outside the continental USA) made payable to the "Architectural Woodwork Institute Inspection Account" as a deposit for the costs of inspection as outlined in paragraphs 4 and 5. We agree to supplement this amount upon receipt of itemized costs in excess of the deposit, with the further understanding that surplus funds in the "Inspection Account" are fully refundable.

7. Upon compliance with the requirements of the paragraphs 1 through 6, above, AAA will submit the written report of the inspectors' findings to all parties who are signatory to this agreement. No further obligation of AWI, AWMAC, or AAA in these matters are inferred or implied by the implementation of this inspection.

8. Any documentation to be considered as a part of this inspection must be made available to the inspectors prior to the time of the site/plant inspection. The parties submitting such documents are required to notify the other parties to the dispute of the documents to be submitted.

## COMPLIANCE INSPECTION AGREEMENT

DESIGN PROFESSIONAL \_\_\_\_\_  
(Firm)

DOCUMENTATION ( )\_( ) \_\_\_\_\_  
Yes No Date  
\_\_\_\_\_  
(Authorized signature)

GENERAL CONTRACTOR \_\_\_\_\_  
(or Construction Manager) (Firm)  
\_\_\_\_\_  
(Authorized signature)

DOCUMENTATION ( )\_( ) \_\_\_\_\_  
Yes No Date

\*WOODWORKER \_\_\_\_\_  
SUBCONTRACTOR (Firm)  
\_\_\_\_\_  
(Authorized signature)

DOCUMENTATION ( )\_( ) \_\_\_\_\_  
Yes No Date

\* Defined as: "The prime subcontractor or supplier who has a direct contractual relationship with the general contractor, or the construction manager, as the case may be, to manufacture and/or install all architectural woodwork products."

SCHEDULE OF ITEMS TO BE INSPECTED (attach additional sheet(s) as required, but be complete):

| PRODUCT/ITEM | GRADE SPECIFIED | LOCATION | COMPLAINT |
|--------------|-----------------|----------|-----------|
|              |                 |          |           |
|              |                 |          |           |

Date of plans and specifications: \_\_\_\_\_

Woodwork finishing performed by: \_\_\_\_\_  
(Firm)

Woodwork Installation Performed By: \_\_\_\_\_  
(Firm)

Under certain conditions it may be impossible to determine the responsibility for conditions found to exist that do not meet QSI requirements, e.g., after the products have been finished on site and installed or if products have been stored at the job site too long. Nonetheless, if the parties wish the inspectors to render an opinion of the cause of the alleged defects, please indicate.

( )\_( ) \_\_\_\_\_  
Yes No Date

**REQUEST FOR COMPLIANCE INSPECTION**

Parties to be contacted for attendance at the inspection:

**PARTY I**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**PARTY II**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**PARTY III**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Location of job site:

\_\_\_\_\_

Job site contact:

\_\_\_\_\_ Phone: \_\_\_\_\_

Problem(s) to be inspected: (use additional sheets as required)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CHECKLIST OF ITEMS PRIOR TO INSPECTION**

|  | Enclosed | Not Applicable* |
|--|----------|-----------------|
| 1. Architectural drawings  | _____    | _____           |
| 2. Architectural specifications  | _____    | _____           |
| 3. Woodworker's approved shop drawings   | _____    | _____           |
| 4. Woodworker's approved samples:  |          |                 |
| A. Materials/Samples   | _____    | _____           |
| B. Profiles  | _____    | _____           |
| C. Finishes  | _____    | _____           |
| D. Assemblies  | _____    | _____           |
| 5. Agreements/Modifications/Changes orders<br>(If necessary, attach an additional sheet of paper.) |          |                 |
| 1. _____   |          |                 |
| 2. _____   |          |                 |
| 3. _____   |          |                 |

\* For each item not applicable, please explain why.

Was the installation performed by the woodworker?      \_\_\_\_\_ Yes      \_\_\_\_\_ No  
 Was the finishing performed by the woodworker?      \_\_\_\_\_ Yes      \_\_\_\_\_ No

1. SPECIFIC ITEMS TO BE INSPECTED: (Attach additional sheet(s) as required, but be complete.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. LOCATION OF EACH SPECIFICATION LISTED ABOVE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. SPECIFIC DEFICIENCIES OF ITEMS ABOVE (i.e., specific section, drawing detail #, change order, etc.):

(A) AWI GRADE: (Premium, Custom, Economy) \_\_\_\_\_

(B) \_\_\_\_\_

\_\_\_\_\_

(C) \_\_\_\_\_

\_\_\_\_\_

This AWI service is not intended to be a punchlist. The inspection can only be as specific as is requested above.