

PART 1 – GENERAL**1.1 SUMMARY**

- A. This Section covers the requirements for project closeout.

1.2 RELATED REQUIREMENTS

- A. Section 01 31 01, Building Information Modeling (BIM)
- B. Section 01 74 23, Final Cleaning
- C. Section 01 78 23, Operation and Maintenance Data
- D. Section 01 78 39, Project Record Documents
- E. Section 01 91 00, Commissioning

PART 2 – PRODUCTS

Not Used.

PART 3 - EXECUTION**3.1 SUBSTANTIAL COMPLETION**

- A. Either party may initiate procedures for Substantial Completion of the Work in its entirety or a designated portion thereof. When the Contractor considers the Work to be substantially complete (or a portion thereof that the Owner agrees to accept separately), submit to the OAR the following:
 - 1. Written certification that the Work and/or a designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected prior to Final Completion, recognized as incomplete, and reasons the Work is not complete. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.
- B. Within fourteen (14) Calendar Days after receipt of such certificate and list, the - OAR will make examination to determine status of completion.
- C. If the OAR acknowledges and agrees that the project is substantially completed along with receiving the list, the OAR will schedule a walk-through inspection(s) for the Project with the Contractor, A/EoR team, Commissioning team (if applicable) and other DFW departments as identified for this project which may have input on the Project or portion of the Project identified ready for inspection in the Contractor's notification.
- D. Upon completion of the walk-through inspection(s), the A/EoR will compile the results of the inspection(s) and shall prepare a consolidated List that includes all items which are determined to be incomplete or do not meet the requirements of the Contract Documents and submit to the OAR for distribution
- E. Temporary Certificate of Occupancy (TCO) may be issued in lieu of the preferred Certificate of Occupancy (CO), at substantial completion pending resolution of items discussed and agreed to by DFW Airport Code Department, ETAM, OAR, stakeholders, and Contractor. If a TCO is issued, the contractor must apply for TCO extension within ten (10) days and provide a project schedule for when CO will be achieved for Code's approval.

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- F. If the OAR determines that the Work is not substantially complete:
1. The OAR will promptly notify the Contractor in writing, providing the reasons for such determination, and a Punch List including all the noted issues.
 2. The Contractor shall contact and coordinate with OAR to discuss or provide any unique Corrective Action for review and approval that will be required as part of the Work to resolve Punch List items.
 3. The Contractor shall initiate repairs or other Corrective Action necessary to address each item on the Punch List to bring that item or portion of the Work into compliance with the Contract Documents. The Contractor shall send a second written notice to the OAR claiming Substantial Completion has been achieved on the Project and shall prepare and submit to the OAR an updated comprehensive list of items to be completed or corrected prior to Final Acceptance.
 4. The OAR will then re-examine the status of the Work.
- G. Upon the determination by the OAR that the Work is substantially complete (the OAR shall have the final decision as to whether or not the Contractor has achieved Substantial Completion, which approval shall not be unreasonably withheld), the OAR will:
1. Sign the Certificate of Substantial Completion submitted by the Contractor and email to the contract administrator, accompanied by the list of items that are recognized as outstanding and remain to be completed or corrected, as verified, and amended by the OAR.
 2. The contract administrator to submit a certificate to the Contractor for written acceptance of responsibilities assigned to the Contractor in the certificate. The letter will include ETAM's operational and maintenance responsibility of the space and management of warranties by the ETAM SPG Warranty Administrator.
- H. As a condition to Substantial Completion, the Contractor shall:
1. Advise the OAR of any pending insurance changeover requirements
 2. Obtain and submit the Certificate of Occupancy or Temporary Certificate of Occupancy, operating certificates, and similar releases enabling the Owner unrestricted use of the Project site.
 3. Prepare and submit final warranty letters indicating the date of substantial completion.
 4. Response to Punch List(s) including commissioning issues log resolution.
 - a. Immediately prior to the issuance of a Certificate of Substantial Completion, the OAR and the Contractor shall jointly inspect and document the condition of the Work, or designated portion thereof, to determine and record its condition, and the OAR and the Contractor shall develop a final punch list which must be completed prior to Final Acceptance. The final punch list shall include all punch list items and other incomplete or missing items which OAR elected in its discretion to waive for purposes of Substantial Completion. Any inspection and acceptance by Owner shall not, however, alter the Contractor's responsibility to complete all Work in

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accordance with the Contract Documents, including items discovered by Owner after Substantial Completion.

- I. After the Work or a designated portion thereof is substantially complete, the Contractor shall:
 1. Allow the Owner occupancy of Project site under any provisions stated in the Certificate of Substantial Completion.
 2. Complete the items listed for completion or correction within the certificate and/or final punch list provided by the OAR.
 3. Perform final cleaning in accordance with Section 01 74 23.

3.2 PARTIAL OCCUPANCY OR BENEFICIAL USE

- A. The Board may occupy or use any completed or partially completed portion of the completed Work at any stage, while the punch list scope is still on-going, provided the occupancy or use is consented to by Contractor and Contractor's insurer and authorized by OAR. Consent of Contractor to partial occupancy or beneficial use may not be unreasonably withheld.
- B. Immediately prior to the partial occupancy or beneficial use, OAR and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record condition of the Work.
- C. Partial occupancy or beneficial use of a portion of the Work does not constitute acceptance of work not in compliance with requirements of the Contract. See Partial Acceptance.
- D. If the portion of Work is accepted and beneficial use starts, a phase warranty process starts as jointly agreed on by the OAR and Contractor for the portion of Work in use.

3.3 COMMISSIONING

- A. The Project may require a formal Commissioning process for one or more specific items of infrastructure, systems, and equipment (Systems). If Commissioning is included for Systems as part of the Project, the section provides the procedures and requirements for acceptance of such Systems by the Airport Energy, Transportation and Asset Management (ETAM) Department. Refer to Section 01 91 00 for detailed requirements and explanations of the Commissioning Process
- B. Commissioning items required for substantial completion
 1. The Contractor request OAR for an inspection of completed Systems installation(s).
 2. The OAR sends a request to the ETAM Commissioning Manager (CxM) to facilitate scheduling walkthrough inspection(s) by the OAR, Contractor, CxAg, and ETAM representatives responsible for operating and/or maintaining the Systems. Note that the Systems may require a demonstration conducted by the Contractor as reasonably requested by the ETAM representatives as part of the inspection or as identified in the commissioning plan. Any non-commissionable items identified as requiring attention will be added to the Consolidated Punch List.
 3. The CxM and CxAg will develop a Commissioning Issues Log and submit this log to the Contractor and OAR for comment and resolution. The Commissioning Issues Log must be completed prior to issuance of Substantial Completion.

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4. In coordination with the CxM, the CxAg noted the completion/resolution of Punch List items in Cx issues Log for commissionable items. The OAR will coordinate with CxM to determine if the Systems have achieved final acceptance in a reasonable timeframe and as required by the contract. The OAR shall have the final decision as to whether or not the Contractor has achieved Systems acceptance and substantial completion.

3.4 FINAL COMPLETION

- A. When the Contractor considers that the Work is finally complete, the Contractor shall provide the OAR with all submittals required for Final Acceptance and shall submit written certification that:
 1. The Work has been examined by the Contractor and A/EoR for compliance and has been completed in accordance with Contract Documents.
 2. All equipment and systems previously excluded from issuance of substantial completion have been tested and are operational.
 3. Work is completed and ready for final inspection.
- B. The OAR will re-examine the Project site to verify status of completion within seven (7) Calendar Days after receipt of such certification.
- C.
- D. If the OAR considers that any part of the Work is incomplete or defective:
 1. The OAR will promptly notify the Contractor in writing, listing incomplete or defective work.
 2. The Contractor shall take immediate steps to remedy stated deficiencies and send second written certification to the OAR that the Work is complete.
 3. The OAR will re-inspect work.
- E. When the OAR determines that the Work is acceptable under Contract Documents the OAR will notify the Contractor that the punch list has been closed and to begin with the closeout process. The OAR shall have the final decision as to whether the Work is acceptable under the Contract Documents and shall not unreasonably withhold final payment, and the Contractor shall provide to the OAR any remaining documents:
 1. Closeout submittals,
 2. Evidence of payments and release of liens,
 3. Final adjustments of accounts,
 4. Final pay application, and
 5. Other documents, relating to the Work as the Owner may reasonably require.

3.5 CLOSEOUT SUBMITTALS

- A. Evidence of compliance with requirements of governing authorities:
 1. Certificate of Occupancy.
 2. Certificates of Inspection: Mechanical and Electrical systems as required by respective Sections.

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- C. Commissioning:
 - 1. Commissioning test plan, results/report, and Corrective Actions documentation in accordance with Section 01 91 00
 - 2. The Commissioning Report will be completed by the CxAg and approved by the Commissioning Authority (CxAu)
- D. Building Information Modeling (BIM) – Provide BIM related submittals, in accordance with 01 31 01.
- E. Project As-Built Documents: Provide the As-Built Documents in accordance with Section 01 78 39.
- F. Operations and Maintenance Data: Provide the data in accordance with Section 01 78 23.
- G. Spare Parts and Maintenance Materials:
 - 1. Provide products, spare parts, and maintenance materials in quantities specified in each Section in addition to that required for completion of the Work.
 - 2. Delivery to the Project site or as directed by the OAR and store items properly and obtain a receipt prior to Final Payment.

3.6 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. The Contractor shall deliver the following items to the OAR:
 - 1. Affidavit of Payment of Debts and Claims
 - 2. Affidavit of Release of Liens
 - 3. Affidavit of Release of Liens attachments:
 - 4. Consent of Surety to Final Payment
 - 5. Release or Waiver of Liens
 - 6. Separate releases of waivers of liens from subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those parties.
 - 7. Submittals shall be duly executed before delivery.

3.7 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to the OAR that shall reflect adjustments to Contract Amount:
 - 1. Original Contract Sum
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Allowances
 - c. Unit Prices
 - d. Deductions for uncorrected Work
 - e. Penalties and Bonuses
 - f. Deductions for liquidated damages

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- g. Other adjustments
- 3. Total Contract Amount, as adjusted
- 4. Previous payments
- 5. Contract Amount remaining due
- B. The OAR will prepare a final Change Order, reflecting approved adjustments to Contract Amount, which were not previously incorporated previous Change Orders.

3.8 FINAL PAYMENT APPLICATION

- A. The Contractor shall submit final Payment Application in accordance with procedures and requirements stated in Conditions of the Contract. Final Payment shall not relieve the Contractor of any warranty obligations contained in the Contract Documents or at law, nor shall it act as a waiver of any claims relating to, but not limited to, any of the following, whether known or unknown at the time of Final Payment:
 - 1. Any liens or encumbrances,
 - 2. Any matter for which the Contractor or any subcontractor of any tier is liable or responsible at law,
 - 3. Any obligations or liability relating to the Contractor's warranties provided in the Contract Documents,
 - 4. Failure of the Work to comply with the Contract Documents, or
 - 5. Any breach or inaccuracy of any of the Contractor's representations or warranties under the Contract Documents, any Contractor Certificate or under any affidavit, certificate or other instrument or document provided to the Owner. In all cases, the Contractor, without prejudice to the terms of the Contract Documents shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty and guaranty and all applicable laws.

3.9 ADDITIONAL ADJUSTMENT

- A. No adjustments to the Contract requested by Contractor will be allowed if asserted after execution of Final Payment on the Contract. Acceptance of final payment by the Contractor shall constitute a final and irrevocable release and waiver of claims and additional amounts, whether or not any such claims or potential claims arise in contract or in tort or were known or unknown at the time of the application for final payment.

3.10 POST-CONSTRUCTION EXAMINATION

- A. Prior to expiration of one (1) year from date of Substantial Completion, the OAR, accompanied by other Owner's personnel, will make visual examination of Project site in the company of the Contractor to determine whether further correction of work is required in accordance with provisions of the Contract.
- B. The OAR will promptly notify the Contractor, in writing, of any observed deficiencies.
- C. The Contractor will contact the OAR to arrange time and establish a schedule for correction of deficiencies and verification by the OAR, and other Owner's personnel, of the corrected discrepancies.

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PART 4 - MEASUREMENT AND PAYMENT

Not Used.

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