# SECTION 01 77 00 CLOSEOUT PROCEDURES

## **PART 1 - GENERAL**

## 1.1 PUNCH LIST REQUIREMENTS AND PROCEDURES

#### A. Definitions:

- Contractor's Punch List: Complete list of incomplete and incorrect Work prepared by the Contractor prior to request of Architect's inspection for Certification of Substantial Completion. Contractor shall prepare List prior to requesting Architect's Punch List. As a minimum the List shall include the following information for each work item:
  - a. Location identification organized by Building, Area, Room Number, or combination thereof as appropriate to project.
  - b. Clear identification of each incomplete work item, including all subcontractor's work.
  - c. Estimated value of each incomplete work item.
  - d. A short statement of why work is not complete.
  - e. Identify subcontract responsibility, as appropriate to each item.
- 2. Architect's Punch List: A list of incomplete and incorrect Work prepared by the Architect, which modifies the Contractor's Punch List, following review and acceptance of the Contractor's Punch List.
- B. Pre-Closeout requirements: Prior to requesting initial Architect's inspection for Certification of Substantial Completion, submit to the Architect a full and complete list of all incomplete work items (Contractor's Punch List).
- C. Punch list procedures at Substantial Completion:
  - Architect will review submitted Contractor's Punch List and determine whether it is suitable to proceed with the Substantial Completion Process.
    - a. If the Architect determines that the amount of completed work is insufficient to be considered for Substantial Completion, the Architect will not proceed with the Punch lists process until sufficient completion of the Project is achieved.
    - b. The Architect will review the Contractor's Punch List and if the Architect determines that it does not reflect proper identification of the incomplete and incorrect work, he/she will request revision and resubmission of the Contractor's Punch List.
    - c. If the Architect determines that the amount of work indicated on the Contractor's Punch List is excessive, the Architect will suspend its review until the scope of Work identified in the Contractor's Punch is reduced to a level satisfactory to the Architect.
    - d. When the Architect reviews and accepts the Contractor's Punch List as being an accurate reflection of incomplete and incorrect work; the Architect will prepare and issue to the Contractor the "Architect's Punch List".
      - The Architect's Punch List will be based on the Contractor's Punch List with modifications and additions as may be required.
      - 2) The Architect's Punch List includes Work which must be completed and corrected prior to Final Completion.
  - 2. Upon receipt of the Architect's Punch List, the Contractor shall immediately distribute the list to all subcontractors.
- D. Completion of Punch List Work: Make reasonable efforts to ensure that all "Architect's Punch List" items are completed or corrected within 14 calendar days from the date of the Architect's Punch List" or within the Contract Time, whichever is earlier.
- E. Architect's Final Inspection and review of Punch List Work:
  - After Contractor certification that all punch list Work has been properly completed the Architect will then perform the Final Inspection.

- a. Incomplete Items: If the Architect discovers any incomplete or incorrect "Architect's Punch List" items or any other deficiency in the work, the Architect will prepare a "Revised Punch List" which may also include other incomplete Contract requirements such as record documents, owner's operation and maintenance manuals, warranties, and other Contract requirements. Architect's site reviews of the Work for this "Revised Punch List" and any subsequent revised Punch Lists shall be performed as additional service to Owner, back -charged to the Contractor.
- b. The Architect may assign a dollar value for each item of incomplete or incorrect work remaining.
- F. Additional Inspections and related additional services fee: The Architect and the Architect's consultants will provide two site inspections, one at Substantial Completion, and one to confirm that the "Architect's Punch List" has been completed.
  - "Revised Punch List: If the Architect prepares and issues a "Revised Punch List: because
    of the Contractor's failure to complete the Work, then the Owner shall compensate the
    Architect and the Architect's consultants for their additional services and additional
    inspections. The payment for additional services and inspections will be back -charged to
    Contractor. The Owner will deduct the amount of the Architect's additional services fee
    from final payment to the Contractor by Change Order.

## 1.2 CLOSEOUT PROCEDURES - SUBSTANTIAL COMPLETION

- A. Prior to requesting inspection for certification of Substantial Completion, complete the following:
  - 1. On Application for Payment, show 100 percent completion for portions of work claimed as substantially complete.
    - a. Submit list of incomplete items (Punch List), value of incomplete work, and reasons work is not complete.
  - 2. Obtain evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
    - a. Certificate of Final Inspections, "signed off" by authorities having jurisdiction.
    - b. Certificate of Occupancy.
  - 3. Submission of product and installation warranties, workmanship bonds, maintenance agreements, installer certifications and similar documents specified in individual sections.
  - 4. Submission of test/adjust/balance reports.
  - 5. Change-over permanent locks and transmit keys to the Owner.
  - 6. Remove temporary facilities and services that are no longer required.
  - 7. Remove mock -ups, field samples and similar items.
  - 8. Complete Final Cleaning, including repair and restoration, or replacement of damaged Work.
  - 9. Remove surplus materials, rubbish and similar elements.
  - 10. Documentation of completed flush-out procedures.
  - 11. Application for reduction of retainage.
  - 12. Consent of Surety.
  - 13. Advise the Owner of the change -over in security provisions.
  - 14. Notification of shifting insurance coverage.
  - 15. Final progress photographs.
- B. Within 2 weeks after receipt of the notice of Substantial Completion from the Contractor, the Architect will inspect to determine status of completion.
  - 1. Should the Architect determine that the Work is not substantially complete:
    - a. The Architect will notify the Contractor in writing, stating the reasons therefore.
    - b. The Contractor shall remedy the deficiencies and send a second written notice of Substantial Completion to the Architect, requesting re -inspection.
- C. When the Architect concurs that the Work is substantially complete:

- The Architect will prepare AIA Document G 704 CERTIFICATE OF SUBSTANTIAL COMPLETION in accordance requirements of the GENERAL CONDITIONS and with the SUPPLEMENTARY CONDITIONS accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
- 2. The Architect will submit the Certificate to the Owner, and to the Contractor, for their written acceptance of the responsibilities assigned to them in the Certificate.

### 1.3 CLOSEOUT PROCEDURES - FINAL ACCEPTANCE

- A. Prior to requesting inspection for certification of Final Acceptance and final payment, perform the following:
  - 1. Completion of incomplete Work. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
  - 2. Prove that all taxes, fees and similar legal obligations have been paid.
  - 3. Submit final payment requests with release of all liens, and supporting documentation.
  - 4. Provide written assurances that all unsettled claims are in the process of and will be resolved.
  - 5. Submit updated final statement, including accounting for final additional changes to the Contract Sum. Show additional Contract Sum, additions and deductions, previous Change Orders, total adjusted Contract Sum, previous payments and Contract Sum due.
  - Submit consent of surety to Final Payment.
  - 7. Submit evidence of continuing insurance coverage complying with insurance requirements.
  - 8. Transmit certified property survey.
  - 9. Remove remaining temporary facilities and services.
  - 10. Deliver to Owner and obtain receipts for:
    - a. Operation and Maintenance Manuals for items so listed in individual Sections of the Specifications, and for other items when so directed by the Architect.
    - b. Project Record Documents (as-builts), including AutoCAD format drawings on discs.
    - Warranties and bonds specified in individual Sections of the Specifications.
    - d. Keys and keying schedule.
    - e. Spare parts and materials extra stock.
    - f. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights weekends, and holidays.
  - 11. Submit Certification stating Work has been inspected for compliance with the Contract Documents.
  - 12. Submit Certification stating equipment and systems have been tested in presence of Owner's representative and are fully operational.
  - 13. Submit Certification stating that Work is 100 percent complete and ready for final inspection.
- B. Within 2 weeks after receipt of the request for Final Acceptance from the Contractor, the Architect will inspect to determine status of completion.
  - 1. Should the Architect determine that the Work is incomplete or defective:
    - a. The Architect will notify the Contractor in writing, stating the reasons listing the incomplete or defective work.
    - b. The Contractor shall take immediate steps to remedy the deficiencies and send a second written notice of request for Final Acceptance to the Architect.
    - c. Costs relative to the Architects re-inspection due to failure of Work to comply with claims made by the Contractor, will be compensated by the Owner, who will deduct the amount of such compensation from the Final Payment due to the Contractor.
- After the Architect finds the Work acceptable, the Architect will review the Final Close -out submittals.

- D. Application for Final Payment: Submit Application for Final Payment in accordance with procedures and requirements of the General Conditions and Supplementary Conditions.
  - 1. The Architect will prepare a Final Change Order, reflecting approved adjustments to the Contract Sum not previously made by other Change Orders.

## 1.4 CONFERENCES AFTER SUBSTANTIAL COMPLETION

- A. The Owner reserves the right to call for conferences commencing with the date of Substantial Completion and continuing for one year thereafter, for purposes of inspecting the Work and to plan correction of any deficiencies or failures discovered during this period.
  - Attendance is required by Contractor's Project Manager, Architect, and each applicator, installer, and supplier as the Owner may direct or the Contractor may wish to have present. All representatives attending such meetings shall be the same persons, or shall have the same powers and authority, as those attending progress meetings occurring prior to the Date of Substantial Completion.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**END OF SECTION**