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**The TEXT indicated with < > is to be selected or filled in by the Specifier to meet the requirements of the project.**

**If any of the SECTIONS (i.e. 1.02, 1.03, etc.) below are not required for the project do NOT delete the Section, but rather change the title of the Section to “NOT USED” (i.e. 1.02 NOT USED) so that numbering of specification references is preserved, and delete the specification language in this Section below the title.**

## **PART 1 GENERAL**

### **1.01 SECTION INCLUDES**

- A. Substantial completion.
- B. Final completion.
- C. Reinspection fees.
- D. Post Construction Inspections.
- E. Miscellaneous keys, wrenches, etc.
- F. Warranties and bonds.
- G. Adjustment of accounts.
- H. Application for final payment.

### **1.02 SUBSTANTIAL COMPLETION**

- A. When the CONTRACTOR considers the Work <or designated portion thereof> is Substantially Complete, submit draft Certificate of Substantial Completion, with list of items to be completed or corrected. Prior to making such a request, the CONTRACTOR shall ensure:
  - 1. The Work is ready for its intended use.
  - 2. All work necessary for the safe, proper, and complete use or operation of the plant, facility or systems as intended has been completed.
  - 3. All facilities and/or equipment have been properly demonstrated to be functioning as required.
  - 4. CONTRACTOR has provided evidence of compliance with requirements of Authority Having Jurisdiction (AHJ):
    - a. Certificate of occupancy: < .>
    - b. Certificates of inspection: < .>
    - c. <Elevators: < .>
    - d. <Mechanical: < .>
    - e. <Electrical: < .>
    - f. < .>
  - 5. Equipment and systems have been tested <in accordance with the commissioning procedures and> in presence of UTILITIES <and Engineer> and are operational.
  - 6. CONTRACTOR to walk with UTILITIES <and Engineer> to develop a punch list to be included in the Certificate of Substantial Completion.
  - 7. All deficiencies and damage caused by CONTRACTOR has been corrected.

8. CONTRACTOR has submitted and received acceptance of accurate record drawings for all work completed to date.
    - a. CONTRACTOR shall label final documents with "PROJECT RECORD" in neat large printed letters.
    - b. CONTRACTOR shall ensure entries are complete and accurate, enabling future reference by UTILITIES.
    - c. CONTRACTOR shall ensure drawings are legibly marked to record actual construction:
    - d. Depths of various elements of foundation in relation to finish first floor datum.
    - e. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
    - f. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
    - g. Field changes of dimension and detail.
    - h. Changes made by Instruction to Contractor or by Change Order.
    - i. Details not on original contract Drawings.
    - j. CONTRACTOR shall ensure Specifications and Addenda are legibly marked to record:
    - k. Manufacturer, trade name, catalog number, product model and number, and supplier of each product and item of equipment actually installed.
    - l. Product substitutions or alternates utilized.
    - m. Changes made by Instruction to Contractor or by Change Order, or by Addenda and modifications.
    - n. CONTRACTOR shall make annotations in electronic format with the following color code:
      - o. Additions: Red
      - p. Deletions: Green
      - q. Comments: Blue
      - r. Dimensions: Graphite
  9. Submitted and received acceptance of all specified warranties, bonds, guarantees, and operation and maintenance manuals.
  10. CONTRACTOR has completed or provided all required training, testing, and start-up activities.
  11. CONTRACTOR has delivered all required spare parts, maintenance stock items, and special tools.
  12. CONTRACTOR has submitted all test documents and all O&M Manuals in accordance with Section 01 78 23 – Operating and Maintenance Data.
  13. CONTRACTOR has <refilled all bulk storage containers, tanks, totes, and vessels which are installed by the CONTRACTOR.>
- B. Within <10> days of receiving notice from the CONTRACTOR that the Work is Substantially Complete, UTILITIES <and> CONTRACTOR <and Engineer> will inspect the Work to determine the status of completion.
- C. Should UTILITIES <and Engineer> determine that the Work is not Substantially Complete, UTILITIES will promptly notify CONTRACTOR in writing, giving reasons therefor.
- D. CONTRACTOR shall remedy deficiencies, and send a second written notice of Substantial Completion to UTILITIES, and UTILITIES <and Engineer> will reinspect Work within <\_\_> days of receiving the second notice.
- E. When UTILITIES <and Engineer> determine that Work is Substantially Complete <and commissioning procedures have been completed>, UTILITIES will prepare a Certificate of Substantial Completion in accordance with the General Conditions of the Contract after the following procedures have been completed:
1. UTILITIES <and Engineer> will review the Work and the punch list to assure all unfinished work is noted on a final punch list.
  2. UTILITIES <and Engineer> will schedule and conduct a pre-final walk-through of the plant, facility or systems with the CONTRACTOR, and others, for the purpose of formally reviewing the Work, the final punch list, and the readiness of the Work for use. UTILITIES will furnish a copy of the

- final punch list to CONTRACTOR <and Engineer>, and any additional items noted during the walk-through will be added to the list.
3. Upon completion of the pre-final walk-through, UTILITIES <and Engineer> will establish the date for Substantial Completion as the date of the walk-through, provided the walk-through has verified that the Work is in fact ready for use and occupancy by UTILITIES and meets all requirements for Substantial Completion set forth in the Specifications and the Contract. Upon approval of this request by UTILITIES, the plant, facility or systems will be considered Substantially Complete.

### 1.03 FINAL COMPLETION

- A. When the CONTRACTOR considers the Work is finally complete, it shall submit written certification via the PM SaaS that:
  1. All final punch list items have been corrected, signed off by the CONTRACTOR, UTILITIES <and Engineer>, and CONTRACTOR has demonstrated completion to UTILITIES during a final walk-through.
  2. Equipment and systems have been tested <in accordance with the commissioning procedures and> in presence of UTILITIES <and Engineer> and are operational.
  3. Project records have been submitted and approved by UTILITIES <and Engineer>
  4. Demobilization including removing temporary facilities and controls, and site cleanup are complete.
  5. The CONTRACTOR has furnished to UTILITIES releases from all Subcontractors and Suppliers who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.
  6. Restoration efforts have been completed per regulatory and permitting requirements.
  7. CONTRACTOR has provided evidence of compliance with requirements of AHJ.
  8. Acceptance and closeout of permits.
  9. Provided new permanent cylinders and key blanks for all locks.
  10. Provided all specified warranties, bonds, guarantees and operation and maintenance manuals.
  11. Contract Documents have been reviewed.
  12. Work has been inspected for compliance with Contract Documents.
  13. Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
  14. Work is complete and ready for final inspection.
- B. UTILITIES <and Engineer> will inspect to verify status of completion with reasonable promptness.
- C. Should UTILITIES <and Engineer> consider that Work is incomplete or defective, it will promptly notify CONTRACTOR in writing, listing incomplete or defective Work.
- D. CONTRACTOR shall take immediate steps to remedy deficiencies and send second written certification that Work is finally complete, and UTILITIES <and Engineer> will reinspect Work.
- E. When UTILITIES <and Engineer> finds Work is acceptable, it will consider closeout submittals.

### 1.04 REINSPECTION FEES

- A. In the event of any reinspection due to a failure of the Work to comply with Contract Documents, UTILITIES may deduct the cost of such reinspection from the final payment to CONTRACTOR.

### 1.05 POST CONSTRUCTION INSPECTIONS

- A. At approximately <6 months> <and again at 11 months> after the day of the Substantial Completion, when notified by UTILITIES; CONTRACTOR and UTILITIES <and Engineer> shall inspect the Work in accordance with the provisions of the Contract Documents.
- B. The final inspection just prior to the end of the warranty period, shall identify any deficiencies to be corrected under warranty.

- C. CONTRACTOR shall be notified in writing of all deficiencies.
- D. Corrective work shall start on noted deficiencies within <10> days of receipt of notification to CONTRACTOR and be completed as provided in the notification.

#### 1.06 MISCELLANEOUS KEYS, WRENCHES, ETC.

- A. At the completion of the project, all loose keys and wrenches shall be accounted for and turned over by CONTRACTOR to UTILITIES, including:
  - 1. Hose bib keys.
  - 2. Adjustment keys and wrenches for door closers and panic hardware.
  - 3. Keys for electric switches, electrical panels, etc.
  - 4. Cabinets and casework keys.
  - 5. Keys for security and operational equipment.

#### 1.07 WARRANTIES

- A. Definitions:
  - 1. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the UTILITIES.
  - 2. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the UTILITIES.
- B. CONTRACTOR shall include all warranties for all equipment in the O&M Manual and in a consolidated electronic book indexed with a table of contents including.
- C. The CONTRACTOR or manufacturers shall repair or replace without charge to UTILITIES any part of any equipment which is defective or showing signs of undue wear within the correction and warranty period or replace the equipment with new equipment if the performance is unsatisfactory; furnishing all parts, materials, labor, shipping, and all costs necessary to return the equipment to its specified performance level.
- D. The CONTRACTOR or manufacturer shall provide, in a timely fashion, temporary equipment as necessary to replace warranted items requiring repair or replacement, when warranted items are in use and are critical to the process, as defined by UTILITIES. In the event UTILITIES has to provide temporary equipment to replace function of warranted item requiring repair or replacement, CONTRACTOR shall reimburse UTILITIES for such costs.
- E. Warranty equipment:
  - 1. Rejection of Warranties: UTILITIES reserves the right to reject warranties, and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
  - 2. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the CONTRACTOR of the warranty on the Work that incorporates the products, nor does it relieve Suppliers, manufacturers, and Subcontractors required to countersign special warranties with the CONTRACTOR.

#### 1.08 ADJUSTMENT OF CONTRACT PRICE

- A. CONTRACTOR shall submit final statement of accounting, reflecting adjustments to Contract Price. The final statement shall include the following:
  - 1. Original Contract Price.
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Allowances.
    - c. Unit prices.

- d. Deductions for uncorrected Work.
  - e. Deductions for reinspection payments.
  - f. Other allowable adjustments.
  - g. <Incentives.>
  - h. <Deductions for liquidated damages.>
3. Total Contract Price, as adjusted.
  4. Previous payments.
  5. Sum remaining due.
  6. A final Change Order, reflecting approved adjustments to Contract Price not previously made by Change Orders will be issued per the General Conditions of Contract.

#### 1.09 APPLICATION FOR FINAL PAYMENT

- A. Administration actions and submittals which must precede or coincide with submittal of the final Application for Payment for Release of Retainage include the following:
  1. Completion of Project closeout requirements.
  2. Assurance that Work not complete and accepted will be completed without undue delay.
  3. Transmittal of required Project construction records to UTILITIES.
  4. Proof that taxes, fees, and similar obligations have been paid.
  5. Removal of temporary facilities and services.
  6. Removal of surplus materials, rubbish, and similar elements.
  7. Closeout of all permits.
  8. Change of door locks to UTILITIES' access.
  9. Advertisement (30-day) of the Release of Retainage has commenced.
- B. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements in General Conditions of Contract.

#### **PART 2 PRODUCTS**

NOT USED

#### **PART 3 EXECUTION**

NOT USED

END OF SECTION