

CONSTRUCTION STANDARD SPECIFICATION

SECTION 01700

CONTRACT CLOSEOUT

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SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section includes administrative and procedural requirements for Contract Closeout.

1.02 DEFINITIONS

Beneficial Occupancy: The point at which the Project Team determines the facility or area can be occupied from both a regulatory and work function standpoint.

Construction Complete: The point at which the Project Team determines the requirements of the Construction Phase, including the construction contract area fulfilled. This includes the resolution of any open items.

Project Complete: The point at which the Project Team determines that all project activities are completed, closed, and/or approved for normal operations.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.01 BENEFICIAL OCCUPANCY (if used)

When the Contract work is ready for its intended use, it will be incumbent on the Project Team (which includes the Contractor and SDR), using the Beneficial Occupancy checklist, to declare that the work is complete enough that SNL can beneficially occupy or employ the work for its intended use. As part of Beneficial Occupancy, a detailed and comprehensive list of items remaining to be completed or corrected will be agreed upon. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract documents. Within a reasonable time thereafter, the Project Team will make an inspection of the work to determine the status of completion. This process will repeat until the Project Team concurs that the work is "construction complete" (per the Construction Complete Checklist).

3.02 CONSTRUCTION COMPLETE

A. Upon completion of all work, the General Contractor shall notify the SDR that:

1. Contract documents have been reviewed and complied with, as appropriate.
 2. General Contractor and Subcontractors have inspected all Contract work for compliance with Contract documents.
 3. Equipment and systems have been tested per the test or Commissioning Plan and are functional, adjusted, and fully operational.
 4. Final Cleaning per Part 3.03 is complete.
 5. Contractor is ready for SNL final inspection (or that final inspection has been completed).
- B. Within a reasonable time after notification by the Contractor that the contract has been satisfied, the Project Team will accomplish the Construction Complete Checklist. If the contract work is considered incomplete by the Project Team, the General Contractor will be notified, including the reasons. The SDR will generally point out reasons, but is not obligated to provide an exhaustive list of discrepancies. The General Contractor shall take immediate steps to remedy the stated deficiencies, and shall send a second notification to the SDR stating that work is complete and ready for re-review.

NOTE: Final payment will not be processed until all Construction Complete Checklist Items assigned to the Contractor have been completed and found acceptable by the Project Team.

3.03 FINAL CLEANING BY CONTRACTOR

Execute final cleaning prior to beneficial occupancy and/or construction complete.

- Clean interior and exterior glass and surfaces exposed to view: Remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces, and wet-mop tiled surfaces.
- Clean equipment and fixtures to sanitary conditions. Adjust and lubricate as needed operating products and equipment to ensure smooth and unhindered operation.
- Clean permanent filters or replace filters of operating equipment.
- Clean debris from roof, gutters, downspouts and drainage systems. Debris includes, but is not limited to, paper, leaves, construction debris, and sand or rock.
- Clean work site, sweep paved areas, and rake clean landscaped areas.
- Remove all surplus materials to which SNL did not take title, including waste material, rubbish, and construction facilities, from site. Waste material and rubbish include, but are not limited to, paper, cans, personal trash, and removed or demolished construction materials.

3.04 COMPLETION AND WARRANTY OF CONSTRUCTION

Unless otherwise specified in the Contract, acceptance, as documented by the beneficial occupancy date and/or construction complete date, shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or SNL's rights under any warranty or guarantee. The Contractor shall remedy all defects in the work and pay for damage to the work and/or to other SNL property resulting from defective work, which shall appear within a minimum period of one (1) year from the date of beneficial occupancy and/or construction complete of the work under the Contract, unless a longer period is specified. SNL will give notice of observed defects with reasonable promptness. The one year warranty period shall begin after any repairs are performed, if needed. The Contractor shall, in the case of work performed by his subcontractors, secure warranties from said subcontractors and deliver copies of same to SDR upon completion of the work. If any equipment provided under this Contract has a manufacturer's warranty longer than the minimum one year, such additional warranty shall devolve to SNL.

A final invoice or bill, complete with all claims, is due within 30 days of construction complete and acceptance of work, or within 30 days of written request from the SDR. The Contractor agrees that failure to execute and deliver the aforesaid final bill and all claims within the specified time limit shall be deemed to be, and shall have the same effect as, a fully executed release of all claims against SNL arising by virtue of this Contract. SNL, by virtue of the Contractor's failure to respond, may at its sole discretion execute final payment under the Contract. Additional requests for payment or claims will not be accepted after final payment has been executed.

Warranty of all Contractor-furnished equipment, systems, and work shall begin on the date of beneficial occupancy, construction complete, and/or the date repairs were finished on SNL observed defects. Contractors shall furnish a list of personnel able to respond on call to remedy or repair equipment, systems, and work that becomes defective, broken or otherwise not operable under the warranty period. This list shall include names, telephone numbers, employer, and expected response times if it is an emergency, priority, or routine warranty work. This list shall be submitted with the final invoice for payment.

END OF SECTION