PART 1 – GENERAL

1.1 SCOPE

This section encompasses the summarization of procedures for closing out the construction contract and the project's transition into the owner's control and requirements prerequisite to reduction of retainage and final payment.

1.2 PUNCH LIST AND FINAL INSPECTION

A. When the Construction Manager (CM) or Contractor determines that the project is at a point of substantial completion, they shall prepare a "punch list" of the items to be completed or corrected. The Owner shall be notified in writing, through the Project Architect, that the project will be ready for Substantial Completion Inspection, a definite date and hour shall be stated in such notice. Such notification shall be given at least thirty (30) days prior to the date stated for the inspection.

B. It shall be noted here, and emphasized, that preparation of the initial "punch list" is a responsibility of the CM/Contractor and not the project architect. In the substantial completion inspection(s), the Project Architect shall use the skilled and experienced in-house (or consulting) engineers who prepared the corresponding portions of his contract documents, to assist in the preparation of the project architect's "punch list." The Owner shall be invited to participate in the "punch list" inspection(s). It may be anticipated that the owner will include the following people in the "walk through "punch-list" inspection": The Director; Manager; Project Coordinator assigned to the project and Inspectors of the Facilities, Design & Construction Department (FD&C); Maintenance Department inspectors; School Principal or designee and Head Plant Operator; the General Manager for the facility; and all other pertinent representatives of the district. The CM/Contractor shall participate in the Project Architect/Engineer's "punch list" inspection(s).

C. The "punch-list" shall be generated in such a fashion that all items (trade comments) shall be per building, per room in one area of the "punch-list".

Example: B4, Rm 6

Architect comments

Electrical comments

Mechanical comments

Plumbing comments

Districts comments

B4, Rm 7

Architect comments

Electrical comments

Mechanical comments

Plumbing comments

Districts comments

D. Any person participating in the "punch list" inspection may request items be added to the "punch list". However it shall be the responsibility of the Project Architect/Engineer (PA/E) and his sole prerogative to determine whether or not an item is to be placed on the "punch list." Only items of work judged to be required by the CM/Contract Documents may be placed on the "punch list." The "punch list inspection" is not to be used as opportunity to express opinion of how things should have been otherwise. Such comments will be considered ill-mannered and out of order.

E. The "punch list" for a portion of the project shall be called a partial "punch list". A "punch list" for the full project shall be identified as "the full punch list". The "punch lists" once made, shall be considered the official one and final "punch list" for a portion of the project or the full project, as applicable. Neither additions nor deductions shall be made to the "punch list" once determined by the PA/E. The following persons are required to personally sign the "punch list(s)":

1) The Project Architect/Engineer's designee

2) Pinellas County School’s Coordinator

3) The CM/Contractor's designee

4) The school's principal of the facility, or director of the facility, or their designee.

F. Should the CM/Contractor disagree that an item or items should be on the "punch list," they shall designate such item(s) by an asterisk and at the bottom or end of the "punch list" and shall write the notation "I do not agree that items marked by an asterisk should be included on the punch-list," the CM/Contractor shall sign such notation. Such notation shall be sufficient notice to have the design professional determine whether the item is a contract deficiency. If the asterisk item is not a contract deficiency it shall be marked “Not In Contract” (NIC) and signed off by the design professional. The CM/Contractor shall proceed immediately to complete or correct all undisputed items on the "punch list".

G. Should the school's principal or plant director or other (designee), or the FD&C Coordinator (or other designee) believe items of work should be included on the "punch list" but were determined by the Project Architect/Engineer as not proper to include as work required under the Contract, such representatives of the Owner shall, nevertheless, sign the "punch-list" thus identifying it as the official "punch-list" but shall by asterisk and notation qualify his/her signature stating additional items should, in his/her opinion have been included on the "punch-list". Such point of dispute shall immediately be brought to the personal attention of the FD&C Coordinator with a copy of such additional items. The Project Architect/Engineer shall likewise be notified. In such event the "punch-list" may be reopened.

H. Items of work found, after the "punch list" has been signed, which are incomplete or require correction, shall be considered a responsibility of the CM/Contractor under his guarantees and warranties or as discovered latent defects. Such shall not be a reason for nonpayment to the CM/Contractor.

I. Copies of the signed "punch list" shall be immediately delivered by the Project Architect/Engineer to each person signing the "punch list". The original signed copy of the "punch list" shall be delivered to the FD&C Coordinator. The original copy shall be considered to be the "punch list". The "punch list(s)" may be "partial" for a portion of the project or "full" for the entire project; there shall be only one "punch list" for each portion of a project.

J. The "punch list(s)" shall be the document used to determine the completeness of the work for purposes of reduction of retainage and final payment to the CM/Contractor after the date of Substantial Completion. Upon completion and/or corrections to all items on the "punch list(s), (thirty (30) day for project value less than $10 million and sixty (60) days for project value more than $10 million). The Project Architect/Engineer or Owner may not refuse to certify payment due to the CM/Contractor on basis of the work being incomplete.

K. When the CM/Contractor notifies the Project Architect/Engineer that he has completed the work on the "punch list", the PA/E shall schedule an inspection meeting with the CM/Contractor, the PA/E, the FD&C Coordinator and the school's principal or center, or plant director (or their designee). Each item on the "punch list," which is found to be completed or corrected, shall be marked accordingly. Any item not completed or corrected, shall remain on the "punch list."

L. The original "punch-list" inspection" for each portion of the project and one follow up "punch-list" inspection" shall be considered normal services of the Project Architect/Engineer. Any and all additional "punch list" follow up inspections shall be considered extended services of the PA/E, and the Owner will back charge the CM/Contractor for such excessive inspections.

1.3 CLOSEOUT DOCUMENTS

A. At the time of the Substantial Completion inspection for the entire project, or within fifteen (15) days thereafter, the CM/Contractor shall submit to the Project Architect two (2) thumb drives of the following:

1) Final list of all subcontractors and major suppliers. Such list shall be signed as a sworn and notarized statement by a person authorized in accordance with Section 00 70 00 Conditions of the Contract 1.2 Execution of Documents.

2) CM/Contractor's guarantee and warranty for one (1) year on the CM/Contractor's stationary/letterhead.

3) Validated warranties and notarized copies of all guarantees for equipment and for labor & material as required by these specifications.

4) Approved shop drawings and installation diagrams in addition to previous copy submitted to FD&C Coordinator.

5) All brochures, manuals, etc., of all equipment furnished on this project.

6) All equipment operational instructions, operational manuals, start-up instructions, parts lists, preventative maintenance and repair instructions, as specified in the Specifications. CM/Contractor shall, for this manual, obtain from Subcontractors, literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same in overall operation and maintenance.

7) Record As Built drawings as specified in Section 00 70 00 Conditions of the Contract 1.10 Project Record Drawings.

8) Consent of Surety to Final Payment

(If a Consent of Surety for partial payment is issued to entice a reduction in retainage, a final payment Consent of Surety must also be provided before further reduction of retainage may occur, including final payment.)

9) Test and Balance report certifying that testing, balancing and correction work through one seasonal phase has been completed and the equipment is functioning satisfactorily. CM shall supply back up disk for final control setting for HVAC system.

10) Certifications that water treatment have been performed in accordance with specifications.

11) The CM/Contractor’s release (or waiver) of claim on a copy of the form bound into these specifications.

12) Certificates of any insurance coverage required to remain in force after final payment.

13) CM/Contractor's statement that the CM/Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents. Retained by FD&C.

14) The Certificate from the CM/Contractor and subcontractors for roofing, mechanical and electrical work stating that no asbestos materials have been installed in this project by work done under this contract.

15) CM/Contractor's Certification that all Social Security and Unemployment Taxes and all other taxes imposed by Federal, State or local governmental authorities has been paid. Returned by FD&C.

16) The close-out package shall be organized per the FD&C project close-out list (Appendix 01 70 00). All items listed on the FD&C Project Close-out List with pertain to this project shall be provided.

1.4 INSTRUCTION OF PERSONNEL

A. The CM/Contractor shall schedule through the FD&C Coordinator, instructional and demonstration meetings at the site of work. Skilled and experienced representatives of the Subcontractor and of the equipment manufacturer's shall lead these meetings.

B. Comply with the specific requirements set forth in the several technical trade sections bound into these specifications.

C. General:

1) The CM/Contractor shall provide free instruction in the proper use and operation of installed equipment to the designated representatives of the Owner.

2) Instruction of the Owner's maintenance supervisor in the proper methods of cleaning and maintaining all of the finished surfaces and the proper methods of replacement of the consumable items such as filters, light bulbs, washers, etc., shall be part of this work.

3) The CM/Contractor shall submit to the FD&C documentation of each instructional period required, i.e. Agenda and Sign-In Sheet and video of training.

1.5 TESTING AND MAINTENANCE

1. The CM/Contractor guarantees and warrants the work that all materials used and workmanship performed in connection with this contract shall be free from defects for a period of one year from date of execution of the final Certificate of Substantial Completion.
2. The CM/Contractor shall start up, test, adjust, balance and otherwise place in a satisfactory working condition all items of mechanical and electrical systems and shall fully instruct representatives of the Owner in the care and operation of such systems. Comply with all requirements of the Test & Balance Section of these specifications.
3. During a valid warranty period, if the CM/Contractor is unable or unwilling to respond immediately to make emergency repairs under conditions which the School Board of Pinellas County may determine to be an emergency situation, the Owner reserves the right, and the CM/Contractor recognizes such right, to make such emergency repairs and then to bill the CM/Contractor for a fair and reasonable amount in reimbursement for such repairs. Under no circumstances shall such action void the warranty or guarantee as required by the General Conditions or amplified by the Supplementary General Conditions.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

**END OF SECTION**