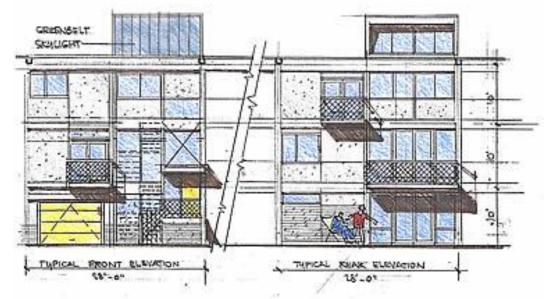
Welcome to "Project Close Out"

We will begin shortly.

 (for higher quality, dial a number based on your current location)

 To listen to this webinar: 1.669.900.6833
 or + 1.408.638.0968

 Access Code: 393.375.631
 or + 1.646.876.9923





Webinar Project Close Out

December 14, 2017 / 10:00 - Noon

UNIVERSITY OF CALIFORNIA

Today's Presenters

 Mark Meredith, Senior Counsel, OGC Josephine Ortega, AIA, C.B.O Construction Specialist, UCOP



UNIVERSITY OF CALIFORNIA

ital Programs Institu

December 14, 2017 / 10:00 - Noon

Project Close Out

Learning Objectives:

At the end of the this course, participants will be able to:

- Learn the steps in the close out process.
- Identify threats to a smooth and timely closeout
- Understand when to use a certificate of Temporary Occupancy.
- Understand when to use a certificate of Beneficial Occupancy.
- Understand when to use a Certificate of Occupancy.
- Identify the differences between Substantial Completion and Certificate of Occupancy
- Understand Final Completion impacts on final payments
- Identify when to file a Notice of Completion

Key Closeout Steps

- Temporary Certificate of Occupancy
- Certificate of Beneficial Occupancy

(if taking Beneficial Occupancy)

- Certificate of Occupancy
- Certificate of Substantial Completion
- Final Submittals--Warranties, O&Ms, & sign-offs
- Final change orders
- Final Completion
- Notice of Completion

Some Threats to a Smooth and Timely Closeout

- Unresolved Change Orders
- Possible claims
- Contractor fatigue
- Weak contractor project engineer
- Eternal punch list
- Slow or unreasonable University review of final submittals
- Stop Payments

Success requires a lot of work, planning and communication.

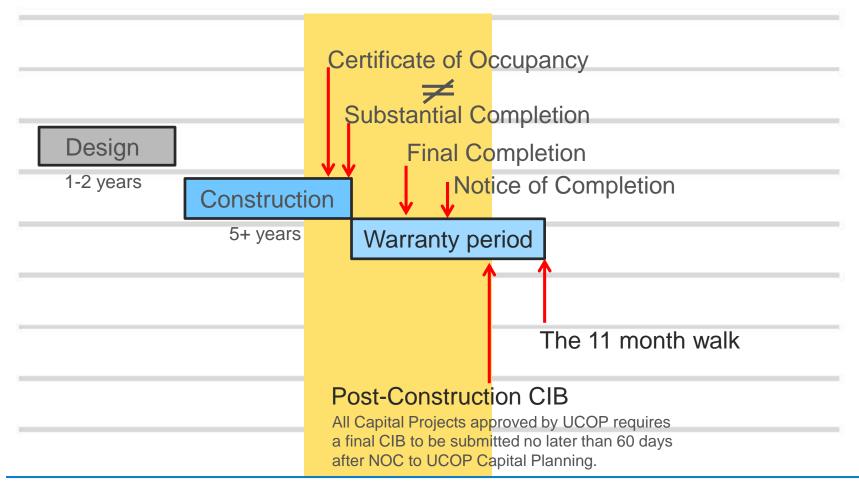


How does Successful Construction



Ideal Project Closeout Process

Construction Closeout Phase



Quiz:

Test your knowledge.

Campus X is building a new Engineering Building. The Dean of Engineering would like visit the new Engineering Building construction site to where his new office will be located?

By contract, the University Representative is required to obtain and issue a certificate of:

- A. Notice of Completion
- B. Beneficial Occupancy
- C. Certificate of Occupancy
- D. None of the above

Quiz:

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- A. Notice of Completion
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- C. Certificate of Occupancy
- **D.** None of the above

Temporary Certificate of Occupancy (TCO)

- TCO, is not to for move-in
- Use is limited to a specify period, provided such portion or portions shall be occupied safely.
- Requires Certified Building Official & Designated Campus Fire Marshal approvals.
- TCO should not be used to occupy or take beneficial occupancy or otherwise make use of any part of the Work at any time prior to Substantial Completion or Final Completion.

MPUS LOGO	Temporary Certificate of C	CCUPANCY INSERT
	University of California, Office of th	
Project Name:	Project	:t Number:
Building Name:	Buildin	ng Owner : (onlywhen University is not Building Owner)
Campus/Facility:		et Address:
Occupancy:	Type of Cor	nstruction:
Contractor:		
before completion of the Temporary Certificate of C occupied safely. This form Work at any time prior to t	entire work. Referred to in the California Buildin Occupancy shall limit the usage to a specify peri	uthorized to issue a temporary certificate of occupancy ng Code, section 11.1.3 as temporary occupancy. The lod, provided that such portion or portions shall be ial occupancy or otherwise make use of any part of the
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Temporary Certificate of Occupancy (TCO)

– Buildi – Camp – Occuj	ct Name / Project Number ing Name / Building Owne ous/Facility pancy of Construction	Project Building J CampusiFi Occup Thre Design occupancy occupancy occupancy occupancy	Tomporary Cortificate of Occupancy	ent
UNIVERSITY OF CALIFORNIA	Temporary Certifi University of Califor	icate of Occup		dent
Project Nam	e: UCOP Expansion Phase 1	Project Number:	2017 - 00012	
Building Name	e: UCOP Annex	Building Owner :	(only when University is not Building Owner)	
Campus/Facilit	y: UCOP Annex	Street Address:	419 12th Street (UCOP Annex)	
Occupanc	y: B - Offices / 2- Stories	Type of Construction:	IV - Heavy Timber	
Contracto	r: BEST VALUE CONTRACTOR IN THE BAY	AREA		
				-

Temporary Certificate of Occupancy (TCO) occupancy before completion of the entire work. Referred to in the California Building Code, section 111.3 as tempora occupancy. The Temporary Certificate of Occupancy shall limit the usage to a specify period, provided that such portion of **Description of Temporary Occupancy** portions shall be occupied safely. This form should not be used to occupy or take beneficial occupancy or otherwise make use of any part of the Work at any time prior to Substantial Completion or Final Completion University hereby takes Temporary Occupancy as follows: Date of access request: From:....To 1. The date of commencement of Temporary Beneficial Occupancy of the above described portion Date of issue of the Work is October 13, 2017 through October 16, 2017 2. Site access will be limited to areas within the fenced area Area of the site that will accessed 3. The purpose for the TCO is to walk Donors , Campus VIP's and Governmental Officials on site 4 Other Purpose of the request The date of commencement of Temporary Occupancy of the above described portion of the Work is October 13, 2017 And any other special conditions noted. In the systems or equipment may not be fully operational and utilized by University. If installed, the Contractor shall remain fully responsible for the operation and maintenance of such systems and equipment. For such systems and equipment only, the Guarantee to Repai Period shall commence on the date set forth in the General Conditions of the Contract 3 Concurrence of Lead Designated Campus Fire Marshal 4 Concurrence of University's Certified Building Official University hereby takes Temporary Occupancy as follows: 1. The date of commencement of Temporary Beneficial Occupancy of the above described portion of the Work is October 13, 2017 through October 16, 2017 2. Site access will be limited to areas within the fenced area. 3. The purpose for the TCO is to walk Donors, Campus VIP's and Governmental Officials on site. 4. Other . . . 1 The date of commencement of Temporary Occupancy of the above described portion of the Work is October 13, 2017 The date of Temporary Occupancy issued October 13, 2017 2 The systems or equipment may not be fully operational and utilized by University. If installed, the Contractor shall remain fully responsible for the operation and maintenance of such systems and equipment. For such systems and equipment only, the Guarantee to Repair Period shall commence on the date set forth in the General Conditions of the Contract. 3 Concurrence of Lead Designated Campus Fire Marshal. 4 Concurrence of University's Certified Building Official.

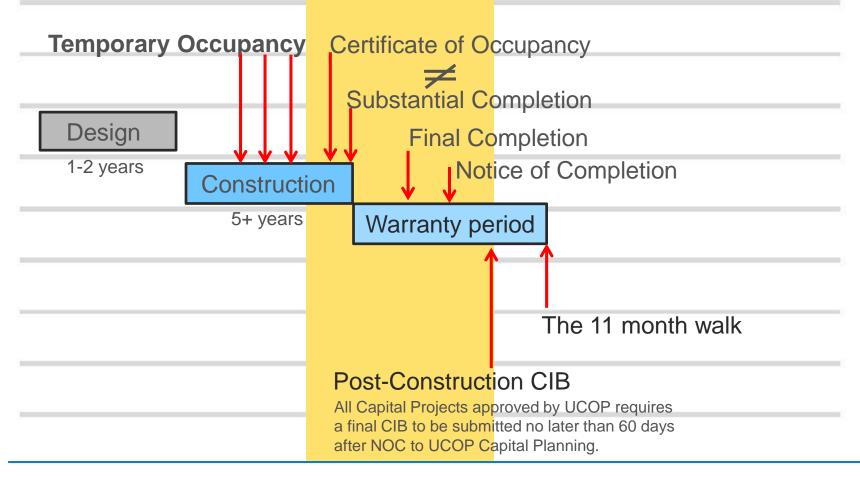
Temporary Certificate of Occupancy (TCO)

 Approval Signatures Lead DCFM (Designated Campus Fire Marshal) 	UNIVERSITY OF CALIFORNIA, OFFICE of THE PRESIDENT
 Certified Building Official Check and attach, if there are any conditions associated with the TCO. 	Signature: UCOP DCH Signature: UCOP CBD Name: UCOP DCFM Name: UCOP CBD Title: UCOP DCFM Name: UCOP CDD Designated Campus Fire Marshal Title: UCOP CDD University's - Certified Building Official
UNIVERSITY OF CALIFORNIA, OFFICE of THE PRESIDENT Approved: October 13, 2017	
Signature: UCOP DCFM	Signature: UCOP CBO
Name: UCOP DCFM	Name: UCOP CBO
Title: UCOP DCFM Designated Campus Fire Marshal	Title: UCOP CBO University's - Certified Building Official
Check here if additional Conditions are attached This certificate is issued pursuant to the requirements of the California Building Code section 1 ⁻⁷ 5:17.3., inspections of the building/premises, Building Owner maintaining all conditions listed, an Design Professional(s) of Record. If Building Owner is not the University, a copy of this Certificate shall be main shall maintain a copy of this certificate at the	nd the representations made by the Contractor, Inspector(s) and the

Project Closeout Process

Construction Closeout Phase

When the University takes Temporary Occupancy



Quiz:

Test your knowledge.

Campus X is building a new Engineering Building. The new Engineering Building consist of three floors. Floors "3" is completed and floors "1" and "2" will be completed in 10 months. The University would like to occupy floor "3" which contains classrooms and faculty offices as soon as possible.

The University Representative is required to obtain and issue a certificate of:

- A. Temporary Occupancy
- B. Beneficial Occupancy
- C. Certificate of Occupancy
- D. None of the above

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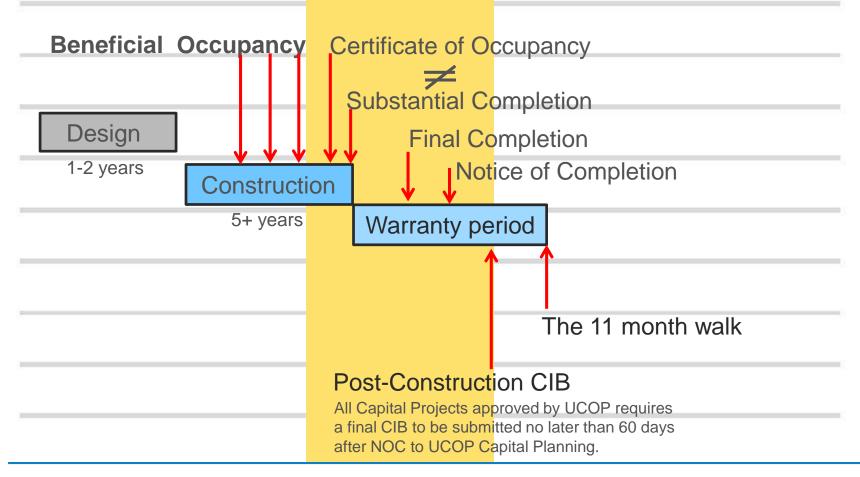
- A. Temporary Occupancy
- **B. Beneficial Occupancy**
- C. Certificate of Occupancy
- D. None of the above

- Are we occupying or otherwise making use of any part of the Work prior to Substantial Completion or Final Completion?
- If yes, then we need:
 - 10 days notice to contractor
 - Inspection and correction list
 - Certificate of Beneficial Occupancy
 - To pay for normal operating and maintenance costs and utility costs
 - To address security in the area beneficially occupied

Project Closeout Process

Construction Closeout Phase

When the University takes Beneficial Occupancy

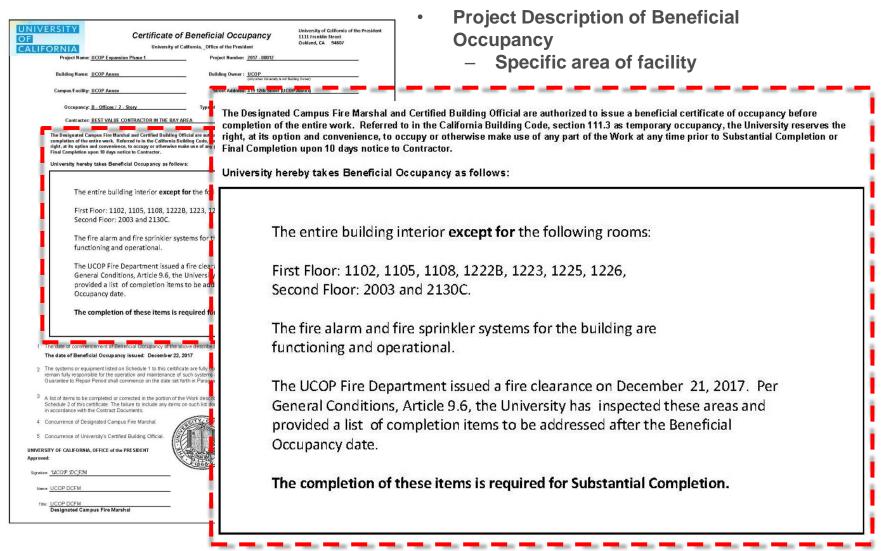


- Is NOT:
 - Acceptance of the Work to be occupied
 - A waiver of existing claims
 - A transfer of O&M responsibility to UC
 - An opportunity to require Contractor to repair damage caused by UC
 - An opportunity for Contractor to bill UC for added cost beyond those noted
 - An end to Contractor's insurance requirements

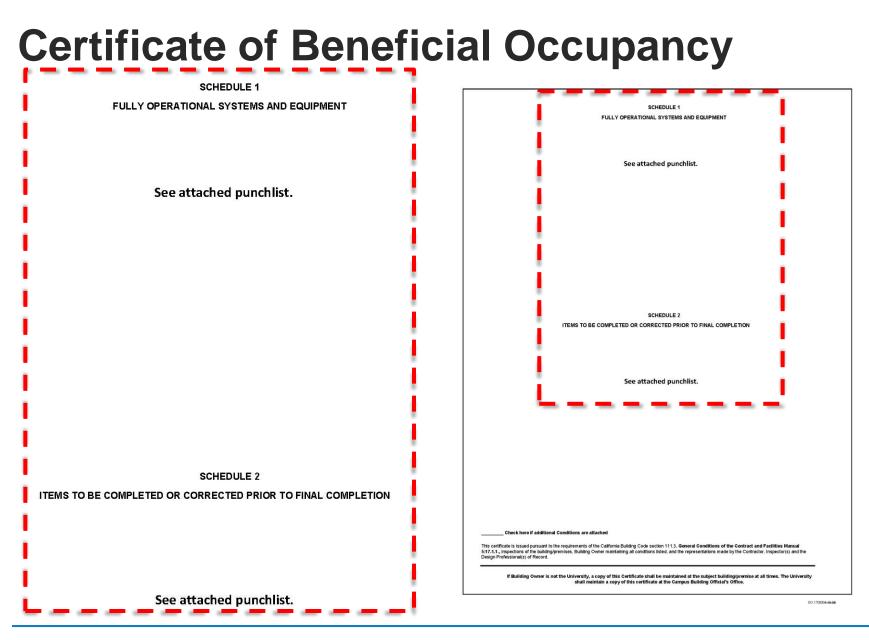
INSERT CAMPUS LOGO	Certificate of Beneficial Occupancy University of California.	INSERT ADDRESS CITY, CA ZIP CODE PHONE NUMBER	SCHEDULE 1 FULLY OPERATIONAL SYSTEMS AND EQUIPMENT
Project Name:	Project Number:		
Building Name:	Building Owner :	s not Building Dunier)	
Campus/Facility:	Street Address:		
Occupancy:	Type of Construction:	_	
of the entire work. Referred to is option and convenience, to occur upon 10 days notice to Contract University hereby takes Ben	arshal and Certified Building Official are authorized to issue a beneficial certifi in the California Building Code, section 1113 as temporary occupancy, the Un upy or otherwise make use of any part of the Work at any time prior to Substa or. efficial Occupancy as follows: efficial Occupancy of the above described portion of the Work is ney issued 20 on Schedule 1 to this certificate are fully operational and will be utilized by and monitement of such systems and equipment. For such systems and n the date set forth in Paragraph 1 of this certificate.	Versity reserves the right, at is in tidal Completion or Final Completion	SCHEDULE 2 ITEMS TO BE COMPLETED OR CORRECTED PRIOR TO FINAL COMPLETION
Schedule 2 of this certificate. The accordance with the Contract Do 4 Concurrence of Designated Cam		f Contractor to complete all Work in	
5 Concurrence of University's Certi	ified Building Official.		
UNIVERSITY OF CALIFORNIA, Approved:	ISGB		Check here if additional Conditions are attached
Signature:	Signature:	7.	This certificate is issued pursuant to the requirements of the Catifornia Building Code section 111.3. General Conditions of the Contract and Facilities Manual 517.11.1, inspections of the building/semises. Building Owner maintaining all conditions lated, and the representations made by the Contractor, inspector(s) and the Design Professionality of Record.
^{Name:} Ttle: Designated Campus Fire Ma	Tāle:	Certified Building Official	If Building Owner is not the University, a copy of this Certificate shall be maintained at the subject building/premise at all times. The University shall maintain a copy of this certificate at the Campus Building Official's Office.

Campus-Facility: <u>UCOP Annex</u> Street Address: <u>419 12th S</u> Occupancy: <u>B. Offices / 2. Story</u> Type of Construction: <u>IV. HEAVO</u> Contractor: <u>BEST VALUE CONTRACTOR IN THE BAY AREA</u> The Designated Campus Fire Marshal and Certified Building Official are authorized to ksue a beneficial	Oakland, CA 94607 12 with suit Rolling Ownio Street (UCOP Annex) Y TMDER Conflicate of accupancy before	 Building Name Campus/Facility Occupancy 	/ Project Number e / Building Owner ity
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UNIVERSITY OF CALIFORNIA	ertificate of Benef University of California, _0		University of California of the Presiden 1111 Franklin Street Oakland, CA 94607
Project Name: UCOP Expansion Phas	<u>e 1</u>	Project Number: <u>2017 - 00012</u>	
Building Name: <u>UCOP Annex</u> Campus/Facility: UCOP Annex		Building Owner : UCOP (only when University is not Bu	
campus/racing. OCOF Annex		Street Address: <u>419 12th Street (UCO</u>	r Amiexj
Occupancy: <u>B - Offices / 2 - Story</u>	Тур	e of Construction: <u>N - HEAVY TIMBER</u>	<u>×</u>
Contractor: BEST VALUE CONTRA	CTOR IN THE BAY AREA		

The Designated Campus Fire Marshal and Certified Building Official are authorized to issue a beneficial certificate of occupancy before completion of the entire work. Referred to in the California Building Code, section 111.3 as temporary occupancy, the University reserves the right, at its option and convenience, to occupy or otherwise make use of any part of the Work at any time prior to Substantial Completion or Final Completion upon 10 days notice to Contractor.



	1	The date of commencement of Beneficial Occupancy of the above described portion of the Work is December 22, 2017.
UNIVERSITY OF CALIFORNIA		The date of Beneficial Occupancy issued: December 22, 2017
Project Name Building Name Campus/Facility	2	The systems or equipment listed on Schedule 1 to this certificate are fully operational and will be utilized by University. Contractor shall remain fully responsible for the operation and maintenance of such systems and equipment. For such systems and equipment only, the Guarantee to Repair Period shall commence on the date set forth in Paragraph 1 of this certificate.
Occupancy Contracto The Designated C completion of the right, at its option Final Completion University here	. 3	A list of items to be completed or corrected in the portion of the Work described in Paragraph above prior to Final Completion is set forth in Schedule 2 of this certificate. The failure to include any items on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.
The	4	Concurrence of Designated Campus Fire Marshal.
First Seco	5	Concurrence of University's Certified Building Official.
The func The Gen		RSITY OF CALIFORNIA, OFFICE of the PRESIDENT
prov Occu The	, Signat	ure: UCOP DCFM Signature: UCOP CBO
1 The date of comme		me: UCOP DCFM Name: UCOP CBO
The date of Benef 2 The systems or eq remain fully respon Guarantee to Repa	т	ttle: UCOP DCFM Title: UCOP CBO University's - Certified Building Official
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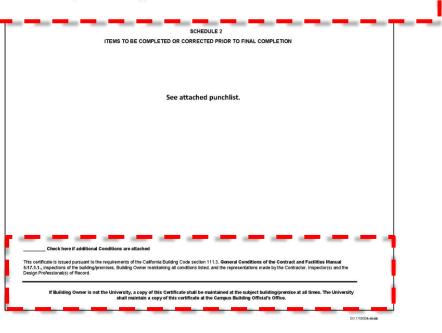


Check here if additional Conditions are attached

This certificate is issued pursuant to the requirements of the California Building Code section 111.3, General Conditions of the Contract and Facilities Manual 5:17.1.1., inspections of the building/premises, Building Owner maintaining all conditions listed, and the representations made by the Contractor, Inspector(s) and the Design Professional(s) of Record.

If Building Owner is not the University, a copy of this Certificate shall be maintained at the subject building/premise at all times. The University shall maintain a copy of this certificate at the Campus Building Official's Office.

 Check and attach, if there are any conditions associated with the Beneficial Occupancy



UNIVERSITY HEREBY TAKES BENEFICIAL OCCUPANCY AS FOLLOWS:

 Beneficial Occupancy shall be for the following described portion of the work: The entire building interior except for the following rooms: First Floor: 1102, 1105, 1108, 1222B, 1223, 1225, 1226, Second Floor: 2003 and 2130C.

The fire alarm and fire sprinkler systems for the building are functioning and operational. The UCOP Fire Department issued a fire clearance on December 21, 2017.

Per General Conditions, Article 9.6, the University has inspected these areas and provided a list of completion items to be addressed after the Beneficial Occupancy date. **The completion of these items is required for Substantial Completion.**

- 2. **The date of commencement** of Beneficial Occupancy of the above described portion of the Work is December 22, 2017
- 3. The systems or equipment listed on Schedule 1 to this certificate are fully operational and will be utilized by the University. Contractor shall remain fully responsible for the operation and maintenance of such systems and equipment. For such systems and equipment only, the Guarantee to Repair Period shall commence on the date in Paragraph 2 of this certificate.
- 4. A list of items to be completed or corrected in the portion of the Work described in Paragraph 1 of this Certificate prior to Final Completion is set forth in Schedule 2 to this Certificate.

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AMPUS LOGO	Certificate of Occupancy University of California, Office of the President	INSERT ADDRESS CITY, CA ZIP CODE PHONE NUMBER
Project Name:	Project Number:	
	proposed occupancy is classified.	
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IVERSITY		of Occupancy iia, Office of the Presider	University of California of the Presid 1111 Franklin Street Oakland, CA 94607
LIFORNIA			
Project Name:	UCOP Expansion Phase I	Project Number:	2017 - 00012
Building Name:	UCOP Annex	Building Owner :	UCOP
Campus/Facility:	UCOP Annex	Street Address:	(only when University is not Building Owner) 419 12th Street (UCOP Annex)
Occupancy:	B - Offices	Type of Construction:	IV - Heavy Timber
Occupant Load:	150	Number of Stories:	2 - Stories
Square Footage:	18,000	Fire Sprinklered (FS):	Yes
Special conditions: stipulations	Shared exterior exit path with UCOP.	Required (FS):	Yes
Description of the Oc occupancy for which New office bu	acknowledges compliance with the California coupied Space: Including use of the Facili the proposed occupancy is classified. ilding 18,000 square feet expanision.	ty, requirements of the contract of the contra	an annex to UCOP existing
Description of the Oc occupancy for which New office bu building with a	ilding 18,000 square feet expanision. a share exterior exit path. Two story h rinklered. Office building is fully com	ty, requirements of the contract of the contra	an annex to UCOP existing on with rated B wood shake
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Description of the Oc occupancy for which New office bu building with a roof is fully sp requirements. This certificate is issue Marshal and Certified enforced by the Univer of the building and pre in compliance with the This certificate is iss	a share exterior exit path. Two story h rinklered. Office building is fully com ad pursuant to the requirements of the Califon Building Official inspects the facility or structur risty including the General Conditions of the C mises by the Designated Campus Fire Marsh Contract Documents. ued on: June 1, 2018 JFORNIA, OFFICE of the PRESIDENT	ty, requirements of the car Expansion serves as heavy timber construct pliant with CBC Chapt his Building Code section for contract and Facilities Man al, Certified Building Officia	an annex to UCOP existing ion with rated B wood shake er 11B Accessibility and ADA 11.2, after the Designated Campus Fire f the provisions of the code or other laws ual 5:17.1.2. This certifies that all inspections al, and Building Inspector(s) are complete and

- Project Information
 - Project Name / Project Number
 - Building Name / Building Owner
 - Campus/Facility
 - Occupancy and Occupancy Load
 - Type of Construction and Number of stories
 - Square Footage, Fire Sprinklered....Special conditions
 - California Building and Fire Code Edition......2013, 2016, 2019

UNIVERSITY OF CALIFORNIA		f Occupancy a, Office of the Presiden	University of California of the President 1111 Franklin Street Oakland, CA 94607
Project Name:	UCOP Expansion Phase I	Project Number:	2017 - 00012
Building Name:	UCOP Annex	Building Owner :	UCOP
Campus/Facility:	UCOP Annex	Street Address:	(only when University is not Building Owner) 419 12th Street (UCOP Annex)
Occupancy:	B - Offices	Type of Construction:	IV - Heavy Timber
Occupant Load:	150	Number of Stories:	2 - Stories
Square Footage:	18,000	Fire Sprinklered (FS):	Yes
Special conditions: stipulations	Shared exterior exit path with UCOP.	Required (FS):	Yes

- Description of the Project
 - New Construction, Renovation, Addition, Tenant Improvement . . .
 - Use of building
 - Information about the construction, roofing, parking.....
 - Compliance with CBC Chapter 11B Accessibility and ADA requirements
 - Issuance Date......Approval dates by DCFM and CBO with their signatures....

Description of the Occupied Space: Including use of the Facility, requirements of the code for occupancy and division of occupancy for which the proposed occupancy is classified.

New office building 18,000 square feet expanision. Expansion serves as an annex to UCOP existing building with a share exterior exit path. Two story heavy timber construction with rated B wood shake roof is fully sprinklered. Office building is fully compliant with CBC Chapter 11B Accessibility and ADA requirements.

This certificate is issued pursuant to the requirements of the California Building Code section 111.2, after the Designated Campus Fire Marshal and Certified Building Official inspects the facility or structure and finds no violations of the provisions of the code or other laws enforced by the University including the General Conditions of the Contract and Facilities Manual 5:17.1.2. This certifies that all inspections of the building and premises by the Designated Campus Fire Marshal, Certified Building Official, and Building Inspector(s) are complete and in compliance with the Contract Documents.

This certificate is issued on: June 1, 2018

UNIVERSITY OF CALIFORNIA, OFFICE of the PRESIDENT



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Signature:	uodp dofm	Signature	ucop obo	
Name:	UCOP DCFM	Name:	UCOP CBO	
Title:	UCOP DCFM	Title:	UCOP CBO	
	Designated Campus Fire Marshal		Certified Building Official	and the second sec

Approved:

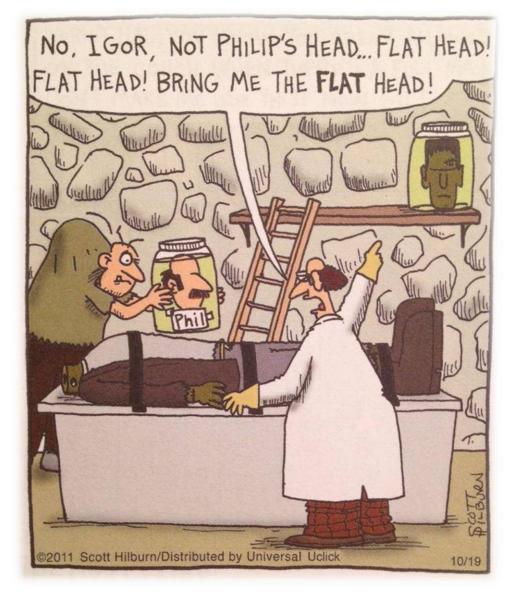
When is a Certificate of Occupancy Not Required:

- All work exempt from a permit per CBC Section 105.2. A few examples include:
 - Fences not over 7 feet high.
 - Retaining walls that are not over 4 feet in height (measured from the bottom of the footing to the top of the wall).
 - Water tanks with a ratio of 2:1 (not greater than 5,000 gallons).
 - Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work. (requires compliance with Chapter 11 Accessibility and ADA).
 - Portable heating appliances, ventilation equipment, cooling.
 - The stopping of leaks in drains, water, soil, waste or vent pipes not in concealed walls.
 - The replacement of light fixture lamps.

Reminder when permits are required then:

- ALL WORK that requires a permit is required to be inspected. (not listed under CBC Section 105.2).
- Or when a Contractor is performing work on campus or off site that is UC property.

Approaching Completion...



UNIVERSITY OF CALIFORNIA

When is it time to issue an Certificate of Substantial Completion:

- When contractor gives notice that Work is substantially complete
- AND UC agrees
- AND UC issues a Certificate of Occupancy
- If contractor's notice is premature, then:
 - UC to provide list of requirements
 - Contractor pays for additional inspection

Significance of Substantial Completion:

- Impacts owner remedies
- Can not assess liquidated damages
- Can not terminate the contract
- Triggers Statute of limitations clock

Test your knowledge.

The issuance of a Certificate of Substantial Completion requires inspection by the following individuals:

- A. Campus Building Official
- B. University Representative
- C. Campus Fire Marshal
- D. All of the above

Test your knowledge.

The issuance of a Certificate of Substantial Completion requires inspection by the following individuals:

- A. Campus Building Official
- B. University Representative
- C. Campus Fire Marshal
- **D. All of the above**

To University, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

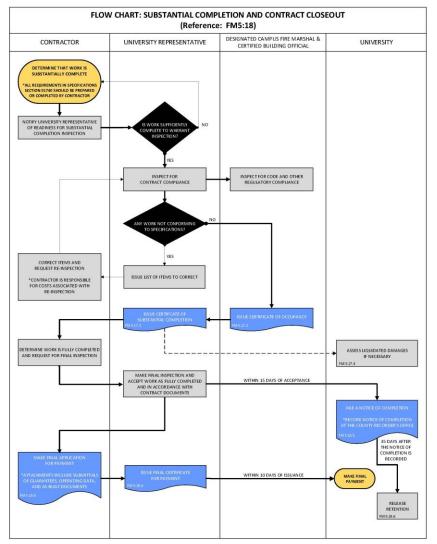
The Work has been reviewed and the date of Substantial Completion is hereby established as: **July 22, 20**____.

A list of items to be completed or corrected is included herein. The failure to include any items on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.

Owner shall release the following amount of **retention** to Contractor: Owner shall reduce the per diem charge for **liquidated damages** to:

In accordance with the Contract Documents, Contractor and University agree as follows:

- Without limitation of Contractor's obligation to fully complete the Work within the Contract Time, and within 30 days from the Date of Substantial Completion, Contractor shall complete or correct the items identified below.
- 2. University will be responsible for utilities, security and maintenance.
- 3. Contractor shall continue to be responsible for insurance and all other items except utilities, security and maintenance as required by the Contract Documents.



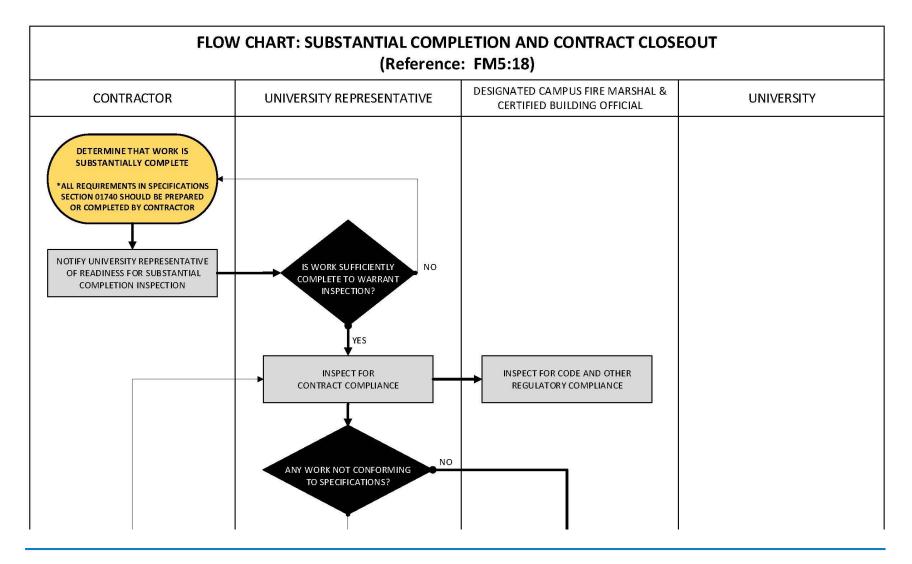
- Facilities Manual Volume 5, Chapter 18
- Reformatted Flow Chart.
- Process
- Decision

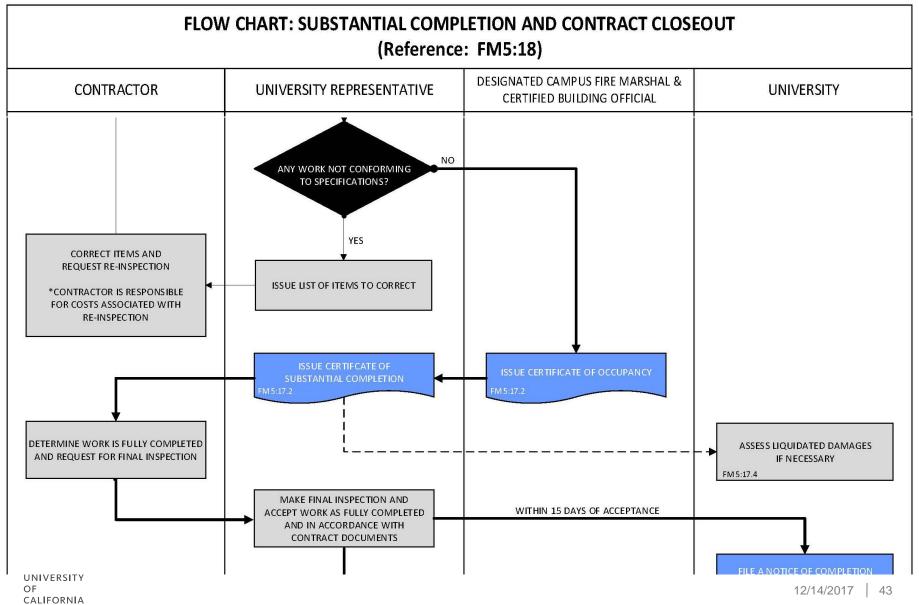


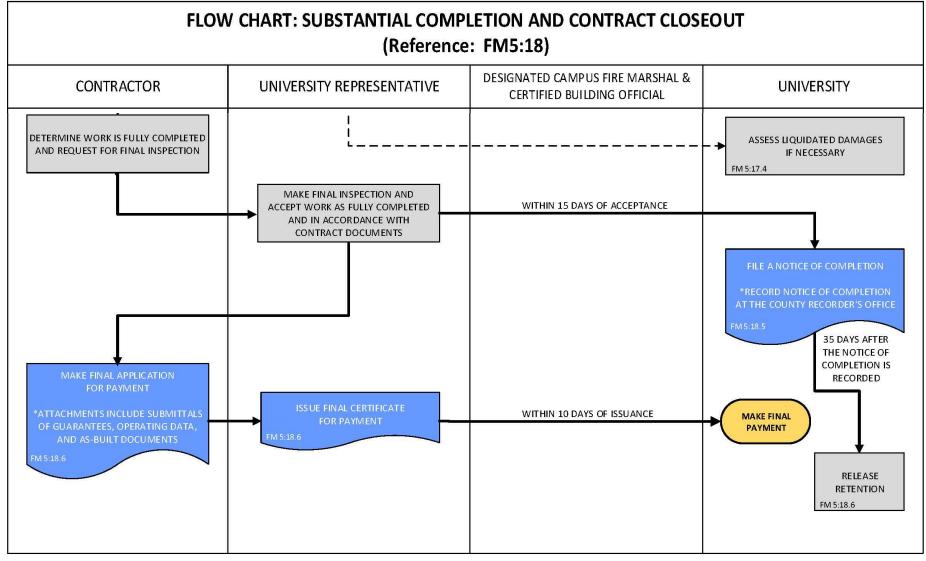
Document



Beginning and End







When does Guarantee to Repair Period:

 Occupancy date on the Certificate of Beneficial Occupancy for that portion of Work

OR

 Issuance of Certificate of Substantial Completion for entire Project (unless not operational or not accepted)

Sorry for the inconvenience



If Rome was built in a day we would have used the same contractor

UNIVERSITY OF CALIFORNIA

Final Completion occurs when:

- UC determines Work is fully completed in accordance with Contract Documents AND
- Certificate of Occupancy has been issued
- Notice of Completion filed within 15 days of Final Completion

9.8.2 Final payment and retention shall be released to Contractor, as set forth in Article 9.8.3,

after:

- .1 Contractor submits the <u>final Application For Payment</u> and all submittals required in accordance with Article 9.3;
- .2 Contractor submits all guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents;
- .3 Contractor submits the Final Distribution of Contract Dollars in the form contained in the Exhibits; and
- .4 University's Representative issues the final Certificate For Payment.

Final Application for Payment:

- Final Application Items
 - As Built Documents
 - Operating and Maintenance Data
 - Guarantees and Warranties
 - Final Inspection by Owner
 - Conditional Releases from contractors and subcontractors
- UC issues Final Certificate of Payment
 Final payment shall be paid within 10 days

Warranties

- Very important to obtain all special warranties.
- Roofing and Waterproofing
- Windows and Curtainwalls
- Boilers and other critical equipment
- Flooring

Final Payment:

• Acceptance of final payment by Contractor shall constitute a waiver of all claims except claims for retention and claims previously made in writing.

- Triggers termination of Builder's Risk Insurance and Premiums
- Triggers lien recording periods
 - Accelerates deadlines for liens, stop notices and bond claims
 - 30 day stop payment notice period if NOC filed
 - 90 days from final completion if not filed properly
 - Subcontractors and suppliers lose right to direct action against the owner
- Provides an end date for project in the event of delay claims

When is a project complete?

- As Built documents
- Warranties
- Operating Manuals
- Change Order work
- Outstanding claims do not need to be resolved
- Person signing must confirm all work

- Work should be free of patent defects
- Must perform a reasonable inspection to detect "open and obvious" defects

Test your knowledge.

When is the filing of a Notice of Completion required?

A. Must be filed for completed projects over \$50,000

- B. Must be filed for completed projects over \$25,000
- C. Must be filed for all projects where substantial completion has been issued
- D. Never. The filing of a Notice of Completion is optional.

Test your knowledge.

When is the filing of a Notice of Completion required?

A. Must be filed for completed projects over \$50,000

B. Must be filed for completed projects over \$25,000

C. Must be filed for all projects where substantial completion has been issued

D. Never. The filing of a Notice of Completion is optional.

- Required for Projects over \$25,000
- Signifies the work has been completed
- Should be filed within 15 days after Final Completion

Test your knowledge.

True or False

The NOC should not be filed until all work is completed in accordance with the terms of the Contract.

Test your knowledge.

True or False

The NOC should not be filed until all work is completed in accordance with the terms of the Contract.

Answer: True

Test your knowledge.

True or False

The NOC of Completion should not be filed until O & M Manuals have been submitted.

Test your knowledge.

True or False

The NOC of Completion should not be filed until O & M Manuals have been submitted.

Answer: True

Test your knowledge.

True or False

A Notice of Completion should not be filed until all outstanding claims have been resolved.

Test your knowledge.

True or False

A Notice of Completion should not be filed until all outstanding claims have been resolved.

Answer: False

Recording Requested by: Design and Construction Services

When Recorded Mail To: Design and Construction Services University of California, Office of the President 1111 Franklin Street, Oakland, CA 94607

NOTICE OF COMPLETION, UNIVERSITY DOES OWN LAND AND IMPROVEMENTS

NOTICE IS HEREBY GIVEN that on 12/22/2017, the work on the:

UCOP Annex - 2017 - 00012 - was completed. The name of the Owner is THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as "The Regents". The address of the Office of the President is, 1111 Franklin Street, Oakland California 94607-5200. The Regents is the owner in fee simple of the real property known as the University of California, Office of the President, and of all the improvements and buildings thereon including the above named project. The name of the original contractor is:

Best Value Contractor in the Bay Area xxxx Contracts Road, Suite 100, Oakland, CA 94607 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: ____

xxxxxx, Assistant Vice Chancellor & Campus Architect

Test your knowledge.

When shall retention be released?

- A. Immediately after NOC has been filed.
- B. Within 10 days of Owner use of the facility
- C. Immediately after Substantial Completion is issued.
- D. 35 Days after NOC is recorded

Test your knowledge.

When shall retention be released?

- A. Immediately after NOC has been filed.
- B. Within 10 days of Owner use of the facility
- C. Immediately after Substantial Completion is issued.
- D. 35 Days after NOC is recorded

Test your knowledge.

What triggers the expiration of our Builders Risk insurance?

- A. Beneficial Occupancy
- B. Certificate of Occupancy
- C. Substantial Completion
- D. Final Completion Date stated on Notice of Completion

Test your knowledge.

What triggers the expiration of our Builders Risk insurance?

- A. Beneficial Occupancy
- B. Certificate of Occupancy
- C. Substantial Completion

D. Final Completion Date stated on Notice of Completion

Builder's Risk Insurance

- Covers damage to work during construction
- Carefully inspect work and consider any potential claims prior to filing NOC
- Claims must be timely
- Policy should be utilized if appropriate

Some More Issues to Remember

- Make sure Contractor's insurance is kept up to date through final completion of the Project. (Should not be an issue for enrolled contractors in UCIP projects.)
- University's Master Builder's Risk Insurance ends at Final Completion. Change in Final Completion date? Let Risk Services/Aon know.
- Make sure Design Professional's E&O insurance is kept up to date and in force through final completion of the Project, and final completion of their services if they extend beyond final completion.

Just a Few More

- Make sure Contractor's insurance is kept up to date Keep track of any defects that have not been remedied by the time of Project Close-out.
- Important that PM's check-in with Facilities & Maintenance folks and building users after completion to see if defects surface.



Confused about the process?

- Review Contract
- Review Facility Manual
- Call OP
- Call your construction counsel at OGC





UNIVERSITY OF CALIFORNIA