

SECTION 017700

CONTRACT CLOSEOUT

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 FINAL CLEANING

- A. Unless otherwise specified under the various Sections of the Specifications, the General Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- B. Maintain project site free from accumulations of waste, debris, and rubbish, caused by operations. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- C. Cleaning shall include all surfaces, interior and exterior in which the General Contractor has had access whether existing or new.
- D. Refer to Sections of the Specifications for cleaning of specific products or work.
- E. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
- F. Use only those cleaning materials and methods that are recommended by the manufacturer of surface material to be cleaned.
- G. Employ experienced workmen, or professional cleaners, for final cleaning operations.
- H. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- I. Wash and polish mirrors.
- J. All new and existing glass and plastic surfaces throughout the building shall be thoroughly cleaned and washed by qualified window cleaners at the expense of the General Contractor just prior to acceptance of the Work.
- K. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces as acceptable to the Project Manager.
- L. Polish glossy surfaces to a clear shine and provide wax where necessary.

- M. Ventilating Systems: Clean permanent filters and replace disposable filters if units were operated during construction. Units should not be operated without filters at all. Throw away filters should be used when operating units prior to Substantial Completion. Submit report of ventilation system cleanliness including ductwork to the Project Manager.
- N. Broom clean exterior paved surfaces and rake clean other surfaces of the grounds.
- O. Leave all architectural metals, hardware, and fixtures in undamaged polished conditions.
- P. Leave pipe and duct spaces, plenums, furred spaces and the like clean of debris and decayable materials.
- Q. At the end of the project, General Contractor and each Subcontractor shall remove all his tools, equipment, machinery, and surplus materials from the job site. The General Contractor shall remove all waste materials and rubbish from the project at this time. All temporary structures shall be removed and the project shall be left clean.
- R. Subsequent to installation of User Agency furniture, telephones, and equipment, and prior to issue of Certificate of Use and Occupancy, provide additional cleaning to remove any soil resulting from installations of such furniture and equipment. Such additional cleaning may include, but not be limited to dusting of horizontal surfaces, vacuuming, and washing of hard or resilient floor surfaces and re-waxing where required.

### 1.3 GLASS

- A. All broken or defective glass not required to be replaced shall be replaced at the expense of the General Contractor.

### 1.4 AS-BUILT DRAWINGS

- A. As-built Drawings shall consist of all the Contract Drawings. As-built Drawings shall be kept up-to-date. Information from on-going Work shall be recorded on As-built Drawings within 48 hours of Work being performed.
- B. The General Contractor and each Subcontractor shall be required to maintain one set of As-built Drawings, as the work relates to their Sections of the Specifications, at the site.
- C. The As-built Drawings shall be stored and maintained in the General Contractor's field office apart from other documents used for construction. The As-built Drawings shall be maintained in a clean, dry, and legible condition and shall not be used for construction purposes.
- D. As-built Drawings, as submitted by the General Contractor shall be verified in the field by the Designer or his Consultants. Verification by the Designer shall occur during the construction process and prior to the related work being completed and covered up.
- E. The As-built Drawings shall be available at all time for inspection by the Project Manager or Designer. All deficiencies noted shall be promptly corrected.
- F. The following information shall be indicated on the As-Built Drawings:

1. Record all changes, including change orders, in the location, size, number and type both horizontally and vertically of all elements of the project which deviate from those indicated on all the Contract Drawings.
  2. The tolerance for the actual location of utilities and appurtenances within the building to be marked on the As-built Drawings shall be plus or minus two (2) inches.
  3. The location of all underground utilities and appurtenances referenced to permanent surface improvements, both horizontally and vertically at ten (10) ft. intervals and at all changes of direction.
  4. The location of all internal utilities and appurtenances, concealed by finish materials, including but not limited to valves, coils, dampers, vents, cleanouts, strainers, pipes, junction boxes, turning vanes, variable and constant volume boxes, ducts, traps and maintenance devices. The location of these internal utilities, appurtenances, and devices shall be shown by offsets to the column grid lines on the Drawings.
  5. Each of the utilities and appurtenances shall be referenced by showing a tag number, area served and function on the As-built Drawings.
- G. At the end of each month and before payment for materials installed, the General Contractor, each Subcontractor, and agents of the Commonwealth shall review As-built Drawings for purpose of payment.
1. If the changes in location of all installed elements are not shown on the As-Built Drawings and verified in the field, then the material shall not be considered as installed and payment will be withheld.
- H. Prior to the installation of all finish materials, a review of the As-built Drawings shall be made to confirm that all changes have been recorded. All costs to investigate such conditions shall be borne by the applicable party as determined by the Designer.
- I. At the completion of the contract, each Subcontractor shall submit to the General Contractor a complete set of his respective As-built Drawings indicating all changes. After checking the above drawings, the General Contractor shall certify in writing on the title sheet of the drawings that they are complete and correct and shall submit the As-built Drawings to the Designer.
1. As-Built Drawings shall be submitted electronically to the Designer, in a format which can be added to the complete plans as constructed.
- J. The Designer shall review the drawings and shall verify by letter to the Project Manager that the work is accurate. The Designer shall incorporate all changes on the original drawings; thus creating Record Drawings. The Designer shall submit to the Project Manager, electronic files in Autocad 2000 (or later version) format with two (2) sets of prints to be used for the final inspection of the project. Inaccuracies in As-built Drawings, as determined by the Designer and the Project Manager, may be grounds for postponement of the final inspection or delay the processing of final payment until such inaccuracies are corrected by the General Contractor.
- 1.5 OPERATING AND MAINTENANCE REQUIREMENTS
- A. At least two weeks prior to the time of turning over this contract to the Operating Agency for Use and Occupancy, or Final Acceptance, the General Contractor shall secure and deliver to the Operating Agency via the Designer, three (3) complete, indexed files and three (3) CD or DVD

copies, containing approved operating and maintenance manuals, shop drawings, record of paint colors, floor and ceiling materials and other data as follows.

1. Operating manuals and operating instructions for each model and type of equipment in each of the various systems. Include operating instructions for systems integrating several pieces of equipment.
  2. Catalog data sheets for each item of mechanical or electrical or equipment actually installed including performance curves, rating data and parts lists.
  3. Catalog sheets, maintenance manuals, and approved shop drawings of all mechanical or electrical equipment controls and fixtures with all details clearly indicated, including size of lamps and other maintenance supplies.
  4. Names, addresses and telephone numbers of all Subcontractors and suppliers, together with repair and service companies for each of the major systems installed under this contract.
  5. Provide a steel cabinet for storage of manuals and operating instructions.
- B. Non-Availability of operating and maintenance manuals or inaccuracies therein may be grounds for cancellation and postponement of any scheduled final inspection by the DCAMM Project Manager until such time as the discrepancy has been corrected.

#### 1.6 CLOSEOUT REQUIREMENTS AND SUBMITTALS

A. Procedural Requirements Prior to Use and Occupancy: Punch List:

1. During the finishing stages of the project, the General Contractor shall make frequent inspections with Subcontractors, the Designer, and the Architect, so as to progressively check for and correct faulty work.
2. During the course of construction of the project, the General Contractor shall procure and maintain test records and certificates that will be required prior to issuance of the Department of Public Safety (DPS) Certificate of Occupancy and the Division of Capital Asset Management and Maintenance (DCAMM) Certificate of Agency Use and Occupancy.
3. When the General Contractor determines that he/she is Substantially Complete\*, he/she shall prepare for submission to the Designer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the General Contractor to complete all work in accordance with contract Documents. The General Contractor's list shall be accompanied with certificates that will be required as prerequisites for applying for a DPS inspection
  - a. \*NOTE: Substantially Complete means that less than one percent (1%) of all contract work, including change orders, remains to be done, and that none of the remaining work will affect health, safety, or function.
4. Upon receipt of the General Contractor's list of items to be completed or corrected, the Designer will promptly make a thorough inspection, together with representatives of the Owner, and prepare a "punch list", setting forth in accurate detail any items on the General Contractor's list and additional items that are not acceptable. Concurrently, the General Contractor will arrange for a DPS inspection.
5. When the punch list has been prepared, and any DPS Inspector comments\* have been included, the Designer will arrange a meeting with the General Contractor and

Subcontractors, and the Project Manager, to identify and explain all punch list items and answer questions on the Work that must be done before Final Acceptance.

- a. If a DPS inspector (including, but not limited to AABA, boiler, elevator or any other authorized inspector) requires modifications and/or additions that were not included in the construction documents, the Designer should review the applicable code(s) and provide written interpretation to the Project Manager together with his/her recommendations.
6. The General Contractor shall immediately correct all punch list items that affect health, safety or function (as determined by the Designer, completion of which is required before issuance of a DCAMM Certificate of Agency Use and Occupancy).
7. Upon receipt of the DCAMM Certificate of Agency Use and Occupancy, and its adjunct monetized punch list, the General Contractor shall cause the completion of all of the other punch list items within the timeframe required by said certificate, but not more than 45 calendar days if the timeframe is not indicated on the said certificate.
8. There is a history of specific items that are essential to the Use and Occupancy, but are frequently overlooked. Some things to watch for are:
  - a. Provide properly colored and positioned exit signs.
  - b. Properly located emergency lighting fixtures.
  - c. Complete or, by agreement, schedule personnel training.
  - d. Final cleaning.
  - e. Ventilating systems:
    - 1) Clean permanent filters and replace disposable filters if units were operated during construction.
    - 2) Clean ducts, blowers, and coils if units were operated without filters during construction.
    - 3) Leave pipe and duct spaces, plenums, furred spaces and the like clean of debris and materials subject to decay.
  - f. Provide a properly working lock for the medical environmental closets (if applicable).
  - g. Assure that exterior and interior fire rated and egress doors are operating properly and have the proper hardware.
  - h. Assure that fire-rating labels are on doors and frames that are supposed to have them.
  - i. Assure that smoke barriers are properly installed and located.
  - j. Assure that the spare set of each type of sprinkler head and a head removal tool have been provided.
  - k. Assure that floors drain properly.
  - l. Assure that proper hot water temperatures are provided. Unless otherwise specified or required by a User Agency, the temperature set on building master controllers of hot water shall apply:
    - 1) HW to toilet rooms and janitors closets shall be 140°F.
    - 2) HW to individual tubs or showers shall be controlled, in addition to the master controller above, with thermostatic valves set to furnish HW at a temperature not exceeding 110°F and equipped with anti-scald feature.
    - 3) HW rinse water to dishwashers shall be controlled at 180°F.
  - m. Assure that proper water pressure is provided for the sprinkler system.
  - n. Assure that low-consumption (LC) toilets have been installed (1.6 gpf or less).
  - o. Re-lamp if permanent lighting system was used during construction.
  - p. As-built marked-up drawings should be completed and transferred over to the Designer.

- B. Prerequisites for Department of Public Safety (DPS) Certificate of Inspection and/or Certificate of Occupancy: Prior to requesting a Department of Public Safety (DPS) inspection, the General Contractor shall provide (via transmittal to the DCAMM Resident Engineer) the following “closeout submittals:”
1. Project record documents and as-built marked-up drawings.
  2. Approved operating and maintenance (O & M) data.
  3. Extended guarantees and warranties.
    - a. General Contractor’s General Guarantee shall effectively include:
      - 1) A written guarantee, for one (1) year from date of Substantial Completion of the project, against defective workmanship, material, installation and equipment for all work of the project. Repair or replacement of defective workmanship, material, installation or equipment that develop within this period shall be accomplished promptly upon notification to the General Contractor, to the satisfaction of the Operating Agency, at no cost.
      - 2) Replace or repair material or equipment that requires excessive service during the guarantee period.
      - 3) Guarantee shall include 24-hour service of complete system(s) during guarantee period at no additional cost.
      - 4) Provide manufacturer’s engineering and technical staff at site promptly to analyze and rectify problems that develop during guarantee period. If problems cannot be rectified promptly, to the satisfaction of the User Agency, advise the Designer in writing; describe efforts to rectify situation and provide analysis of cause of problem.
    - b. Manufacturer’s Guarantee or Warranty
      - 1) In addition to guarantee requirements above, obtain manufacturers’ written installation, equipment, and material warranties for time periods indicated in the various Specification Sections of the Contract Documents. Such manufacturers’ warranties contained within the Specification Sections, together with any other warranties offered in manufacturers’ published data, are to be transferred to the User Agency.
    - c. Keys and keying schedule.
    - d. Spare parts and maintenance materials (“attic stock”),
    - e. Evidence of compliance with requirements of governing authorities including, without limitations, the following:
      - 1) Certificate of Inspection, in form of signed permits from the electrical, plumbing, gas, fire department, boiler, and any other required inspectors.
      - 2) Certification from the local fire department to the effect that all detection, alarm and suppression systems, and other equipment or systems under fire department jurisdiction are approved.
      - 3) When carpeting and/or draperies are provided, a flame, smoke and fuel-rating certificate provided by the supplying General Contractors.
      - 4) Elevator certification(s) from the elevator inspector obtained through the General Contractor’s Elevator Subcontractor.
      - 5) A letter from the Plumbing Subcontractor. that the potable water supply has been sanitized.
      - 6) Septic system certification obtained from the town by the General Contractor (when applicable).
      - 7) Pressurized vessel certifications from the boiler inspector obtained through the Mechanical Subcontractor.

- 8) When air balancing is required, the air balancing report prepared by the Mechanical Subcontractor (or commissioning agent, when applicable), and accepted by the design Registered Professional Engineer.
  - 9) When smoke control/fire emergency ventilation system is required, the test report prepared by the Mechanical Subcontractor (or commissioning agent, when applicable), and accepted by the design Registered Professional Engineer.
  - 10) Evidence of test and approval for Department of Environmental Protection (DEP) and Department of Public Health (DPH), when applicable.
- C. Prerequisites for Department of Public Safety (DPS) Certificate of Inspection and/or Certificate of Occupancy: Prior to requesting a Department of Public Safety (DPS) inspection, the Designer shall provide (via transmittal to the Architect the following “closeout submittals:”
1. Certification, from the design Registered Professional Engineer, stating that the fire protection systems have been installed in accordance with the approved fire protection construction documents and meet the requirements of 780 CMR 903.1.
  2. Structural Engineer-of-Record (SER) final report as required by 780 CMR 1705.3.
  3. Certification, from the design Registered Professional Engineer, stating that the emergency lighting and power systems have been installed in accordance with the approved electrical construction documents.
- D. Upon completion of the Work for which a permit has been issued, the DPS building official shall conduct a final inspection pursuant to 780 CMR 115.5.
- E. Beneficial and Temporary Occupancy:
1. Beneficial (partial) Occupancy:
    - a. The Owner may allow beneficial (partial) occupancy of portions of a building in order to allow a User Agency to set up and test their own operational equipment in select building areas. It does not allow for use and/or occupancy of the general public when, in fact, the building cannot function for the use(s) it is intended to accommodate, nor when there are outstanding items that effect health, safety and/or function.
    - b. It is the Owner’s policy to disallow beneficial occupancy if the fire alarm and suppression systems are inoperative.
    - c. Beneficial occupancy of building areas shall not constitute Substantial Completion, or Final Acceptance of work by the Owner, and shall not institute the guarantee period for any work.
    - d. A punch list will be developed for building areas to receive beneficial occupancy and the building areas will be photographed prior to such occupancy of said portion or portions of the work.
  2. Temporary Occupancy:
    - a. When, according to 780 CMR 120.3 – Temporary Occupancy upon the request of the holder of a permit, a Temporary Certificate of Occupancy (TCO) may be issued before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely prior to full completion of the building or structure without endangering life or public welfare. The Building Official may consult with all Subcontractor Inspectors for issues pertaining to life

- safety and shall consult with the Fire Official pertaining to issues of adequacy of fire protection systems prior to the issuance of a Temporary Certificate.
- b. The Building Official may issue a Temporary Certificate of Occupancy (TCO) that can allow public use and occupancy of said portion or portions of the work, subject to punch list(s) being established prior to such occupancy.
  - c. Issuance of a Department of Public Safety (DPS) Temporary Certificate of Occupancy (TCO) does not relieve the General Contractor of the Owner requirements of the contract and does not constitute Substantial Completion of the project.
  - d. Temporary Occupancy of building areas will institute the guarantee period for completed work of all Divisions except 21 through 28 of the Specifications for those building areas so used and occupied, exclusive of remaining work indicated on associated punch lists. Use of systems provided under Divisions 21 through 28 of the Contract Documents for temporary services and facilities shall not constitute Substantial Completion, or Final Acceptance of work by the Owner, and shall not institute the guarantee period.
    - (1) If it is determined that there are no items on the punch list that affect health, safety or function and it is agreed by the Building Official, the Designer and the Project Manager that the entire building can be granted a Temporary Certificate of Occupancy (TCO), the work of all Divisions including 21 through 28 of the Specifications for the entire building so used and occupied, exclusive of remaining work indicated on associated punch lists, will institute the guarantee period for completed work of all Divisions including the systems provided under Divisions 21 through 28.
    - (2) Whereas a User Agency cannot properly maintain building systems without operating and maintenance documentation, subcontractors for Divisions 21 through 28 will be responsible for maintaining their respective building systems at no additional cost to the contract until the project is substantially complete and Operating and Maintenance (O & M) manuals, reviewed and approved by the Designer, are provided to the Project Manager.
    - (3) Issuance of a Temporary Certificate of Occupancy (TCO) may require remaining punch list work to be completed during irregular work hours. Such work will be performed at no additional cost to the contract.
  - e. The following criteria, and any other criteria that may be imposed by the Building Official, are required for a DPS Temporary Certificate of Occupancy (TCO):
    - (1) Upon receipt of the General Contractor's list of items to be completed or corrected, the Designer will promptly make a thorough inspection, together with representatives of the Owner, and prepare a "punch list", setting forth in accurate detail any items on the General Contractor's list and additional items that are not acceptable. The Designer and Project Manager will identify and tag (by asterisk) all items that, in their opinion, affect health, safety or function. The Building Official may include additional items that, in her/his opinion, affect items that endanger life or public welfare.
    - (2) When the punch list has been prepared, and all DPS Inspector comments\* have been included, the General Contractor shall immediately correct all punch list items that affect health, safety or function (all asterisked items). This work must be completed before the issuance of a DPS Temporary Certificate of Occupancy (TCO).
      - \* NOTE: If a DPS inspector (including, but not limited to AABA, boiler, elevator or any other authorized inspector) requires modifications and/or



additions that were not included in the construction documents, the Designer should review the applicable code(s) and provide written interpretation to the Project Manager together with their recommendations.

- f. Exclusive of other items that the DPS inspector may impose, there is a history of specific items that are essential for, temporary occupancy. These items include, but are not limited to the following:
- (1) Properly colored and positioned exit signs.
  - (2) Properly located emergency lighting fixtures.
  - (3) Clean ducts, blowers, and coils if units were operated without filters during construction.
  - (4) Install permanent filters and replace disposable filters if units were operated during construction.
  - (5) Properly working lock for the medical environmental closets (if applicable).
  - (6) Assure that exterior and interior fire rated and egress doors are operating properly and have the proper hardware.
  - (7) Assure that smoke barriers are properly installed and located.
  - (8) Assure that proper water pressure is provided for the sprinkler system.
  - (9) Assure that proper hot water temperatures are provided. Unless otherwise specified or required by a User Agency, the temperature set on building master controllers of hot water shall apply:
    - (a) HW to toilet rooms and janitors closets shall be 140° F.
    - (b) HW to individual tubs or showers shall be controlled, in addition to the master controller above, with thermostatic valves set to furnish HW at a temperature not exceeding 110° F and equipped with anti-scald feature.
    - (c) HW rinse water to dishwashers shall be controlled at 180° F.
  - (10) Emergency eyewash equipment must be hard-plumbed and employ tempered water.
- g. Evidence of compliance with requirements of governing authorities including, without limitations, the following:
- 1) Certificate of Inspection, in form of signed permits from the electrical, plumbing, gas, fire department, boiler, and any other required inspectors.
  - 2) Certification from the local fire department to the effect that all detection, alarm and suppression systems, and other equipment or systems under fire department jurisdiction are approved.
  - 3) When carpeting and/or draperies are provided, a flame, smoke and fuel-rating certificate provided by the supplying General Contractor.
  - 4) Elevator certification(s) from the elevator inspector obtained through the General Contractor's elevator subcontractor.
  - 5) A letter from the Plumbing Subcontractor that the potable water supply has been sanitized.
  - 6) Septic system certification obtained from the town by the General Contractor (when applicable).
  - 7) Pressurized vessel certifications from the boiler inspector obtained through the Mechanical Subcontractor.
  - 8) When air balancing is required, the air balancing report prepared by the Mechanical Subcontractor (or commissioning agent, when applicable).
  - 9) When smoke control/fire emergency ventilation system is required, the test report prepared by the Mechanical Subcontractor (or commissioning agent, when applicable).

- 10) Evidence of test and approval for Department of Environmental Protection (DEP) and Department of Public Health (DPH), when applicable.
- F. Prerequisites for DCAMM Certificate of Agency Use and Occupancy: DCAMM Certificate of Agency Use and Occupancy E-1 Form. Prior to requesting a Division of Capital Asset Management and Maintenance (DCAMM) Certificate of Agency Use and Occupancy, the DCAMM Resident Engineer will procure and have ready and available the following approved items (referred to as Closeout Submittals):
1. Operating and maintenance (O & M) manuals and written operating instructions for the various systems.
  2. Catalog data sheets for each item of mechanical or electrical equipment actually installed including performance curves, rating data and parts lists.
  3. Catalog sheets, maintenance manuals, and approved shop drawings of all mechanical and electrical equipment controls and fixtures with all details clearly indicated, including size of lamps.
  4. Balancing report.
  5. Names, addresses, and telephone numbers of repair and service companies for each of the major systems installed under the construction contract.
  6. Signed Department of Public Safety (DPS) Certificate of Occupancy per 780 CMR 120.0
  7. Licensed Builder Final Affidavit/Report.
  8. Designer Affidavit of Compliance.
  9. Subcontractor Affidavits that specified equipment and installed items have been seismically braced in accordance with code requirements.
  10. Monetized punch list of the remaining Work that must be done before Final Acceptance.
  11. As-built documents should be completed (both electronic files and transparencies) and ready to transfer over to the Project Manager. As-built documents shall consist of, but not be limited to, the following:
    - a. Drawings (in AutoCAD ver. 2000 or later format)
      - 1) Contract drawings, for all disciplines, marked-up to clearly indicate as-built conditions.
      - 2) All clarification and/or changed conditions sketches (SK's).
    - b. Specifications (in .pdf format)
      - 1) All construction specifications.
      - 2) All addenda.
    - c. Shop drawings, submittals, etc. (scanned format)\*
      - 1) All approved shop drawings, submittals, etc.
  12. Approved documents submitted to the Owner or the Designer shall be electronically scanned (including the associated transmittals and, where applicable, the Designer-of-Record's and Owner's comments) as a .pdf document. All scanned approved submittals shall be included on a CD.
  13. The electronic file names, for each approved submittal, shall contain the following information:
    - a. For APPROVED or APPROVED AS NOTED Shop Drawings:
      - 1) Project Number Submittal's Date, APPROVED, Submittal Name, Submittal's Specification Section Name and Number, and Submittal's Revision Number.
      - 2) As an example, the file name of an approved submittal for Concrete
        - a) Design Mix: DFS991DC1 030106 APPROVED Concrete Design Mix Cast In Place Concrete 033000 Rev0.PDF

- b. For Shop Drawings submitted for information only, e.g. welders certificate, the electronic file name shall contain the following information:
    - 1) Project Number Submittal's Date, FORINFO, Submittal Name, Submittal's Specification Section Name and Number, and Submittal's Revision Number.
    - 2) As an example the file name of a for information only submittal for a welder's certificate:
      - a) DFS991DC1 030106 FOR INFO Welders Certificate Quality Requirements 014000 Rev0.PDF
  - c. Unless otherwise stated all submitted documents shall include an electronic scanned image as noted above.
  - d. The electronic file name shall be printed on every shop-drawing page.
  - 14. The Project Manager will attach the monetized punch list to the DCAMM Certificate of Agency Use and Occupancy, indicate the official date of Use and Occupancy, establish the date upon which all remaining punch list items must be completed (normally 30-45 calendar days), and procure appropriate signatures on the original and seven (7) copies.
  - 15. After receipt of signatures, the Project Manager will distribute the signed copies.
  - 16. Project schedules (in Primavera format, unless otherwise authorized), baseline, and all updates.
  - 17. Notification to Operating Agency and/or User Agency of Proposed Use and Occupancy Date: The Project Manager is to notify the Operating Agency and/or User Agency of the project Use and Occupancy date at least seven (7) calendar days in advance.
- G. Prerequisites for Owner Certificate of Final Inspection, Release, and Acceptance: Owner Final Certificate of Final Inspection, Release, and Acceptance (E-2 Form). Upon receipt of the DCAMM Certificate of Agency Use and Occupancy, and its adjunct monetized punch list, the General Contractor shall cause the completion of all of the other punch list items within timeframe required by said certificate, but not more than 45 calendars days if the timeframe is not indicated on the said certificate.
- 1. If the General Contractor fails to pursue completion of the remaining monetized punch list work, on a continual basis, within the timeframe required by the certificate, the Owner may, after seven (7) calendar days written notice, elect to complete the work with separate forces and charge the work against the General Contractor.
  - 2. At the end of the General Contractor's one (1) year guarantee period, the General Contractor shall transfer manufacturers' equipment and material warranties that are still in force to the Operating Agency.

#### 1.7 GUARANTEES AND WARRANTIES

- A. Submit to the Designer all extended guarantees and warranties that have been specified in various, individual Sections of the Specifications. Guarantees shall be assembled by Specification No. and Section in accordance with Specifications Table of Contents.
- 1. Guarantees and warranties shall be enforceable in the Commonwealth of Massachusetts and subject to interpretation in accordance with the laws of the Commonwealth of Massachusetts.

2. Guarantees and warranties shall begin at the date of Substantial Completion of the Project. Guarantees and warranties which start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.
- B. Unless more stringent requirements are otherwise specified, guarantee all work against defects of materials, equipment and workmanship for one year from the date of Substantial Completion or the date of issue of Certificate of Use and Occupancy for the building or portion thereof, whichever occurs first.
- C. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, General Contractor shall promptly upon receipt of notice from the Owner, and without additional expense to Owner, within ten business days:
  1. Place in satisfactory condition in every particular all guaranteed work and correct all defects.
  2. Make good all damage to building, site equipment, or contents thereof, including redecoration which, in the opinion of the Designer, results from the use of material, equipment or workmanship which are inferior, defective or not in accord with the terms of the Contract.
- D. If General Contractor, after such notice, fails to proceed immediately to comply with terms of guarantee, the Owner may correct defects and hold General Contractor liable for all expenses incurred.
- E. Promptly after completion of the work, obtain from each Subcontractor where a guarantee is required, a warranty addressed to and in favor of the Owner
- F. Delivery of any warranty required does not relieve the General Contractor from any obligation assumed under other provisions of the Contract.
- G. Deliver guarantees and warranties to the Designer before or with the application for Final Payment.
- H. The general warranty set forth in the General Conditions is in addition to, exclusive of, and not in substitution of such guarantees as may be required in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION