# CONTRACT CLOSEOUT

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## I. SCOPE

Before release of accrued retainage monies, Contractor shall close out the Construction Services Contract and effect the project's transition to the University as set forth below.

## II. PUNCH LIST AND FINAL INSPECTION

### A. Preparation of Punch List

1. On determining that the Contractor's work has progressed to the point of Substantial Completion, University (or designee) shall prepare a punch list of the Contractor's work which shall include items of work remaining to be performed by the Contractor to bring its work into compliance with the requirements of the drawings and/or specifications. Contractor shall proceed promptly to complete and correct items within thirty (30) days of its receipt of the punch list from University. At the time of Substantial Completion, University shall retain the value of the punch list items from the Contractor's remaining contract sum as set forth in University's Construction Services Contract (Contract) 5e. The value of said remaining work shall be determined by the University. On satisfactory completion of the work reflected in the final punch list and receipt of all waivers (see Contract 5j; F1024: Contractors Guarantee and F1311: Waiver/Release on Final Payment), University shall release the monies withheld pursuant to the Contract to the Contractor.

2. University's failure to include an item of deficiency on the punch list shall not relieve the Contractor of its responsibility to perform its work in accordance with the project drawings and/or specifications.

### B. Completion and Final Inspection

1. Before the demobilization of asbestos abatement tents, containment and decontamination areas for asbestos abatement projects, final clearance must be obtained from a licensed NYS Department of Health air monitoring firm. The asbestos abatement contractor is responsible for maintaining airborne asbestos fibers below government regulated permissible exposure limits.

2. Construction projects involving steel, concrete, masonry, fireproofing, foundation, high pressure plumbing, mechanical systems, standpipe systems, chimneys, storm drain plumbing and other structural construction will be inspected by a licensed professional engineer (PE) or a state or city certified special inspection agency. If deficiencies are found during the inspection, the contractor

shall remediate the deficiencies at its cost until satisfying all requirements set forth by the PE or certified special inspection agency.

3. Written notice shall be given to University by Contractor on completion of any work which, on earlier inspection, was determined to be incomplete, incorrect or unsatisfactory and not to the stage of Substantial Completion. On receipt of such notice, additional inspections(s) will be made until completion of all Contract Document requirements.

4. The final inspection is intended to determine whether the work performed has indeed been executed in accordance with all of the Contract Documents. Requests to render a final inspection of an incomplete building will not be honored.

## III. OPERATIONS AND MAINTENANCE INSTRUCTIONS

A. Contractor shall start up, test, adjust, balance and otherwise place in a satisfactory working condition all components of mechanical and electrical systems, and shall fully instruct representatives of University in the care and operation of such systems.

B. Contractor shall instruct University's Maintenance Supervisor in the proper methods of cleaning and maintaining all the finished surfaces and replacement of consumable items such as filters, light bulbs, washers and so forth.

## IV. HOUSEKEEPING STANDARDS

A. General Housekeeping

Each Contractor shall clean all areas of site and structure (exterior and interior) involved in its respective contract work immediately before final inspection.

B. Protection and Control

1. Fire Protection

   a. Store volatile waste removed during final cleaning in covered metal containers and remove from premises in accordance with local, state and OSHA and EPA ordinances.

   b. Gasoline and fuel oil storage facilities shall be located offsite and maintained in full compliance with local, state, OSHA and EPA ordinances.

2. Pollution Control

   Conduct clean up and disposal operations as required by local, state and EPA anti-pollution ordinances.

C. Cleaning Materials

1. Use only cleaning materials recommended by manufacturer on surfaces to be cleaned.

2. Use cleaning materials only on surfaces and as recommended by the cleaning material manufacturer.

D. Scope of Final Clean-Up

1. General

   a. Use experienced workers or professional cleaners for final cleaning activities.

   b. Maintain clean work spaces until the building, or portion thereof, is occupied by University.

2. Remove grease, dirt, dust, stains, labels, fingerprints and other foreign materials from interior and exterior surfaces.

3. Repair, patch and touch up marred surfaces to match surfaces to adjacent finishes.

4. Wash all glass installed as part of the Contract work.

5. Clean transparent and gloss materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.

6. Vacuum clean carpeted and similar soft surfaces.

7. Clean resilient and hard surface floors as recommended by manufacturer.

8. Clean surfaces of equipment; remove excess lubrication.

9. Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction. In addition, clean ducts, blowers, and coils if/when units have been operated without filters during construction.

10. Clean light fixtures and lamps.

11. Remove waste, foreign matter and debris from roofs, gutters, areaways and drainage systems.

12. Remove waste, debris and surplus materials from site. Clean grounds; remove stains, spills and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

V. <u>CONTRACT CLOSEOUT DOCUMENTS</u>

A. Prior to submittal of a final application for payment, Contractor shall submit the following documents to University:

1. Contractor's notarized affidavit that all payrolls, bill and materials, equipment and other indebtedness connected with the work have been paid.

2. Notarized Certificates of Waiver of Liens for itself, each subcontractor, each material supplier or person furnishing materials or services to the project (see University Waiver and Release on Final Payment Form).

3. List of subcontractors and major material suppliers including address, telephone number, and name of contact person.

4. Validated warranties and notarized copies of all guarantees for equipment and materials specifically called for in the Contract Document.

5. Consent of Surety to Final Payment.

6. Fire Underwriters Certification (when applicable).

7. Final Certification / Inspection requirements:

    a. For Brookville projects, from

        i. Village of Brookville Building Department
        ii. Nassau County Fire Marshall
        iii. Nassau County Department of Health

    b. For Brooklyn projects,

        i. Satisfactory completion of all relevant NYC Department of Buildings inspections
        ii. Professional engineer or registered architect-stamped drawings

8. Conformed Construction Drawings (As-Built).

    a. As-Built drawings that reflect all completed construction work shall be provided. These drawings shall incorporate all changes due to addenda modifications, change orders, field conditions and record actual locations of all items on the tracings, clearly and neatly. To be provided in print and AutoCAD 2010 or higher.

    b. For all buried construction, three (3) bid sets of blue line prints, recording changes in colored pencils including location by dimension from building walls, inside and outside.

9. Record copies of each shop drawing and installation diagram, including:

    a. One (1) set of all project record drawings required by the Contract Documents and General Conditions, on AutoCAD 2010 or higher. Obtain written receipt from University.

    b. If appropriate, the Architect/project manager shall check and approve all Architect/Engineer items.

10. Three (3) sets of any operating manual, assembled and bound, each containing:

    a. Explanatory brochures of all equipment.
    b. Catalog cut.
    c. Wiring diagrams.
    d. Instruction sheets for operation and maintenance.

11. Guarantees:

    a. Standard guarantee as per University's Contractor's Guarantee form.
    b. Additional specific guarantees required by Contract Documents.
    c. Manufacturer's warranties together with list of all items of equipment or material carrying warranty.

B. Package and properly index all items and deliver to University's project manager for review.

## VI. EMERGENCY REPAIRS

During a valid warranty period, if the Contractor is unable or unwilling to respond immediately to make emergency repairs under conditions which University may determine to be an emergency situation, University reserves the right, and the Contractor acknowledges this right, to perform the emergency repairs and bill Contractor a fair and reasonable amount as reimbursement for such repairs.