SECTION **01 77 00** - **CLOSEOUT PROCEDURES**

**Content Requests:**

Revise this Section by deleting and inserting text to meet Project-specific requirements.

1. GENERAL
   * + 1. SUMMARY

Section includes administrative and procedural requirements for Contract closeout, including the following:

Coordinate list below with "Related Requirements" Paragraph.

Substantial Completion procedures.

Final Completion procedures.

List of incomplete items.

Submittal of Project warranties.

Final cleaning **[(including for phases)]**.

Retain subparagraphs below to cross-reference requirements Contractor might expect to find in this Section but are specified in other Sections.

* + - 1. DEFINITIONS

Retain terms that remain after this Section has been edited for a project.

List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Government's use prior to Government's inspection, to determine if the Work is substantially complete.

* + - 1. ACTION SUBMITTALS

Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

* + - 1. CLOSEOUT SUBMITTALS

Revise list below after editing Section Text.

Certificates of Release: From authorities having jurisdiction.

* + - * 1. Certificate of Insurance: For continuing coverage.
        2. Field Report: For pest-control inspection.
        3. Final Solid Waste Disposal Report.
      1. SUBSTANTIAL COMPLETION PROCEDURES
         1. Definition: Substantial Completion is the date on which the Government considers the project sufficiently complete in accordance with Contract requirements, so that the Government may beneficially use or occupy the facility or designated portion thereof for the purpose for which it was intended. The Government will not find the project to be substantially complete until all construction, finishes, equipment, systems, and commissioning are completed to ensure the facility is fully operational, without limitations on beneficial use of the facility or systems.
         2. Substantial Completion cannot be achieved prior to successful completion and testing of all systems (including Fire Alarms, Mass Communication System, HVAC, Refrigeration, RMCS, Electrical, Mechanical, Plumbing, and Water Meters), weathertight envelope, and adequate protection of building occupants, equipment, and products from hazards or damages from any continuing construction activities or other harmful conditions.

Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

* + - * 1. Submittals Prior to Substantial Completion: Complete the following a minimum of 21 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Government unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.

Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

Retain "Schedule of Maintenance Material Items" Subparagraph below when documentation of maintenance material item submittal is required for Project.

Submit testing, adjusting, and balancing records.

Retain first subparagraph below when sustainable design submittals are required for Project.

Submit sustainable design submittals not previously submitted.

Submit completed commissioning checklists.

Submit changeover information related to Government's occupancy, use, operation, and maintenance.

Procedures Prior to Substantial Completion: Complete the following a minimum of 14 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

Advise Government of pending insurance changeover requirements.

Make final changeover of permanent locks and deliver keys to Government. Advise Government's personnel of changeover in security provisions.

Complete startup and testing of systems and equipment.

Perform preventive maintenance on equipment used prior to Substantial Completion.

Instruct Government's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."

Advise Government of changeover in utility services.

Participate with Government in conducting inspection and walkthrough with local emergency responders.

Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

Complete final cleaning requirements.

Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

Revise "Inspection" Paragraph below to comply with office policy and Project requirements.

Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 14 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Government will either proceed with inspection or notify Contractor of unfulfilled requirements. Government will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Government, that must be completed or corrected before certificate will be issued.

Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected. The Contractor shall be responsible for, and shall reimburse the Government where applicable, if the Government incurs any costs in connection with a Contractor’s premature request for inspection and a re-inspection due to observation of incomplete and or unacceptable work.

Results of completed inspection will form the basis of requirements for Final Completion.

* + - 1. FINAL COMPLETION PROCEDURES

Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

Revise subparagraphs below to match the Supplementary Conditions.

Submit a final Application for Payment.

Certified List of Incomplete Items: Submit certified copy of Government's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Government. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.

Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Submit pest-control final inspection report.

Submit Final Completion photographic documentation.

Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Provide written receipt signed by Commissary Store Director for all "loose" items turned over including:

Electric panel keys.

Extra air filters.

Special wrenches, tools, etc.

Extra fuses.

Extra chemicals.

Extra sprinkler heads.

Attic stock of finish materials.

* + - * 1. The following attachments shall accompany the Certification letter for Final Completion acceptance. Certification letter to confirm that the Contractor has:

Completed a full inspection of its work and completed all scheduled commissioning activities.

Completed or otherwise resolved all conformed punch list items resulting from the Substantial Completion Inspection

Provided all items required under contract for close out.

Made preparation to change over permanent locks and transmit keys to the Contracting Officer.

Record documents must have been submitted and approved.

All O & M Manuals must have been submitted and approved.

Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Government will either proceed with inspection or notify Contractor of unfulfilled requirements. Government will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected. Contractor will bear all expenses the Government incurs, including travel, for any such re-inspection if the Government determines that the project was not made ready for final inspection and that the request was made prematurely.

Retain subparagraph below if default submittal format in Section 01 33 00 "Submittal Procedures" is not appropriate.

Retain and revise one of four subparagraphs below if retaining last subparagraph above.

* + - 1. WARRANTIES AND BONDS
         1. Warranty Dates:

Addition, Alteration, and Renovation Projects: The warranty period begins the date the Government begins beneficial occupancy of a given phase. However, the warranties for systems, such as the refrigeration system (including display cases, racks, and piping), mechanical, and electrical systems begin the day of the Government’s final acceptance of the last part of the system as a whole (not individual component installation dates). The warranty period remains in effect for 1 year, unless specified otherwise herein or otherwise provided by the manufacturer. Refer to relevant sections of the specifications for particular items requiring warranty durations in excess of 1 year.

New Store Projects: The warranty period begins on the date of Substantial Completion of the project (and not at component installation date). The warranty period remains in effect for 1 year, unless specified otherwise herein or otherwise provided by the manufacturer. Refer to relevant sections of the specifications for particular items requiring warranty durations in excess of 1 year.

Prior to substantial completion, and at a time designated by the Contracting Officer, meet with the Contracting Officer, Project Manager, or their representative(s) to establish and review communication procedures for Contractor notification of construction warranty defects, reasonable times required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty. At the time of this meeting, identify contact information for a licensed and bonded company authorized that will be continuously available to complete construction warranty work on behalf of the Contractor within the local service area of the project. This requirement does not relieve the Contractor of any of its other contractual or warranty responsibilities.

* + - * 1. Warranty Inspection:

Approximately 9 months after the date of final acceptance, return to the project site with the Government Representative, and conduct an inspection to determine whether the work completed by the Contractor is performing according to the requirements of the contract and applicable warranties. Work not conforming to these requirements will be identified as defective. The Government will prepare a comprehensive list of items for correction and, in cooperation with the Contractor, develop a schedule for the Contractor to correct or furnish all items on the list. All items on the list shall be completed by the dates designated by the Government in the schedule.

* + - * 1. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor, supplier, manufacturer, subcontractors, and any other required co-signer of the warranty of responsibility for correction of defective work that incorporates the products.
        2. Warranty Requirements:

Related Damages and Losses: When correcting failed or defective construction, remove and replace construction damaged as a result of such failure at no cost to the Government.

Reinstatement of Warranty: When work covered by a warranty has been corrected by replacement or rebuilding, the warranty shall be reinstated by written agreement of the parties, and corrective or replacement work shall be subject to the same implied and express warranties as the original construction.

Replacement Cost: Upon determination that work covered by a warranty is defective or not in compliance with contract requirements replace or rebuild the work to an acceptable condition under the contract. The Contractor is responsible for the entire cost of replacing or rebuilding defective work whether or not the Government has benefited from use of the original work up to and including the time of such replacement or rebuilding.

Warranty Not a Limitation on Government’s Other Contractual Rights: Expressed warranties made to the Government are in addition to any implied warranties and do not limit the duties, obligations, rights, and remedies otherwise available to the Government under the law. Warranty periods expressed in the contract are not limitations on the time in which the Government can enforce any other duties, obligations, rights, or remedies.

Endorsement of Particular Warranties: The Government reserves the right to select the appropriate warranty or warranties under which to pursue its rights to correction of defective work or products.

Special Warranty Co-signers: Where the contract requires a special warranty for any part of the work, or commitment that functions as a warranty, the Government reserves the right to refuse to accept the work until the Contractor presents evidence that third parties responsible for the work or associated products are legally obligated to replace or repair their defective work or products.

When General Contractor is notified by the Government of a warranty claim, the General Contractor shall follow up with the Government within 24 hours of receiving notification, or sooner if an emergency exists. If the condition requires immediate response to preserve integrity of real property, equipment, or commissary inventory, then the Contractor shall coordinate with the Commissary Store Officer, as necessary.

DeCA will consider the warranty item or condition unresolved until the Contractor or subcontractor or supplier making the repair or replacement, submits documentation and certification of warranty performance for signature to the Commissary Store Director and the submission is approved by the Contracting Officer.

Submit a report on any warranty item that has been repaired or replaced during the warranty period, including the cause of the problem, date reported, corrective action taken, and when the warranty repair or replacement was completed.

If the contractor does not perform under the warranty within the required time period, the Contractor is responsible for costs incurred by the Government to achieve the necessary repair or replacement.

* + - 1. SUBMITTAL OF PROJECT WARRANTIES

Time of Submittal: Submit written warranties on request of Government for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Government's rights under warranty. See relevant specification divisions and applicable requirements for warranties on particular products and installations.

On advice of Government's legal counsel, revise "Partial Occupancy" Paragraph below to suit Project. Sometimes, extended warranties may be necessary.

* + - * 1. Partial Occupancy: Submit properly executed warranties within 21 days of completion of designated portions of the Work that are completed and occupied or used by Government during construction period by separate agreement with Contractor.

Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

When the contract requires the Contractor, or the Contractor and a subcontractor, supplier, or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms for signature by the required parties. Submit a draft to the Contracting Officer for review 10 days prior to execution.

See relevant specification divisions and submittal requirements applicable to warranties for specific products, items, or systems.

Retain "Warranty Electronic File" Paragraph below if required by Government. Indexing requirement below can be performed automatically using PDF publishing software.

* + - * 1. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

Submit by uploading to web-based project software site.

Retain "Warranties Paragraph below if required by Government.

Warranties :

Revise first subparagraph below to suit Project.

Provide 2 complete printed copies of warranty records for all materials, equipment, and systems. Provide Warranty records to the Government in both print and electronic (PDF) format. Organize information into sets of manageable size. The information in all copies must be identical.

Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.

Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Organize the warranty documents into an orderly sequence based on the table of contents in of the project manual. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

Coordinate paragraph below if using Section 01 78 23 "Operation and Maintenance Data."

Provide additional copies of each warranty to include in operation and maintenance manuals.

* + - 1. REAL PROPERTY RECORDS
         1. Prepare theDD Form 1354, "Transfer and Acceptance of Military Real Property" and submit to the Contracting Officer as an attachment to the request for Substantial Completion Inspection. An editable Adobe PDF file of the DD Form 1354 can be located at: https://www.esd.whs.mil/portals/54/documents/dd/forms/dd/dd1354.pdf. Complete instructions on how to fill out this form can be found in UFC 1-300-08 (https://www.wbdg.org/ffc/dod/unified-facilities-criteria-ufc/ufc-1-300-08).
         2. As an attachment to the request for Substantial Completion Inspection, provide a list of Government-furnished / Contractor-installed items and Contractor-furnished / Contractor-installed items.

List the following for each item:

The complete nomenclature of each item.

Manufacturer.

Model number.

Serial number.

Electrical rating, all nameplate data.

Capacity.

Other pertinent information.

Cost of each item.

List items including but not necessarily limited to, the following:

Electrical equipment (transformers, lighting fixtures, metering equipment, overhead door operators, exterior floodlights and poles, fire alarm and burglar alarm systems, etc., including the cost of each item).

Mechanical equipment (commercial refrigeration equipment, heating equipment, air conditioning system equipment, pumps, boilers, boilers, sprinkler, meters, and other items of mechanical equipment, including the cost of each item).

Other items considered Real Property Installed Equipment, including the cost of each item.

1. PRODUCTS
   * + 1. MATERIALS

"Cleaning Agents" Paragraph below contains basic requirements. Revise this article to suit Project or to accommodate unusual situations.

Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

Retain or revise subparagraph below if required by Government. Requirements are from the USGBC's "LEED 2009 for Existing Buildings: Operation & Maintenance."

Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

1. EXECUTION
   * + 1. FINAL CLEANING

Delete this article if owners prefer to use their own personnel. Cleaning provisions in the General Conditions are limited to rubbish removal and similar activities.

General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

* + - * 1. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. in accordance with ASTM E1971-19 Standard Guide for Stewardship for the Cleaning of Commercial and institutional Buildings. Comply with manufacturer's written instructions.

If final cleaning is delayed until final acceptance, revise first subparagraph below.

Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

Subparagraphs below are a sample list of final cleaning requirements. Revise to suit Project.

Clean Project site of rubbish, waste material, litter, and other foreign substances.

Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.

Remove tools, construction equipment, machinery, and surplus material from Project site.

Remove snow and ice to provide safe access to building.

Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.

Vacuum and mop concrete.

Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean in accordance with manufacturer's instructions if visible soil or stains remain.

Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

Remove labels that are not permanent.

Revise subparagraphs below to suit Project. Check for conflict or duplication with provisions in other Sections.

Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

First subparagraph below describes a major work item that requires coordination with other closeout procedures.

Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

Retain first subparagraph below in environments with demanding HVAC system-cleaning standards or for special contamination issues. Coordinate with the requirements of sustainable design requirements specified in Section Series 018113 "Sustainable Design Requirements." Below adds significantly to cleaning cost.

Clean HVAC system in compliance with NADCA ACR. Provide written report on completion of cleaning.

Clean luminaires, lamps, globes, and reflectors to function with full efficiency.

Clean strainers.

Leave Project clean and ready for occupancy.

"Pest Control" and "Construction Waste Disposal" paragraphs below represent end of the Work specified in Section 01 50 00 "Temporary Facilities and Controls." Most projects require these actions at completion of construction. Insert a paragraph on termite inspection where required by authorities having jurisdiction or applicable for Project.

Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

* + - * 1. Construction Waste Disposal: Comply with waste-disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."

Insert an article on continuing inspections or consultations by Contractor if required. Possibly insert a schedule of approximate times for inspections.

* + - 1. CORRECTION OF THE WORK

Complete repair and restoration operations required by "Correction of the Work" Article in Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION