



SECTION 01770 CONTRACT CLOSEOUT

PART 1. GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in the General Conditions, Supplemental Conditions, and Specifications for administrative procedures in closing out the Work.

1.02 RELATED REQUIREMENTS

- A. Section 00700: General Conditions.
- B. Section 00800: Supplemental Conditions.

1.03 SUBSTANTIAL COMPLETION

- A. When the CONTRACTOR considers the Work to be Substantially Complete and ready for its intended use, he shall submit to the OWNER:
 - 1. A written notice that the Work, or designated portion thereof, is Substantially Complete. The notice shall request an inspection by the OWNER and Resident Project Representative to determine and validate status.
 - 2. A list of items to be completed or corrected.
- B. Promptly thereafter, the OWNER and Resident Project Representative will make an inspection to determine the status of Completion.
- C. Should the OWNER determine that the Work is not Substantially Complete:
 - 1. The OWNER will promptly notify the CONTRACTOR in writing, giving the reasons therefor.
 - 2. CONTRACTOR shall remedy the deficiencies in the Work, and send a second written notice of Substantial Completion to OWNER requesting a re-inspection.
 - 3. The OWNER and/or Resident Project Representative will re-inspect the Work to determine status of Completion.
- D. When the OWNER determines that the Work is Substantially Complete, he will:



1. Prepare and review with the Resident Project Representative a Certificate of Substantial Completion with a list (punch list) of items to be completed or corrected before CONTRACTOR submits Application for Final Payment.
2. After consideration of any revisions, the OWNER will deliver to the CONTRACTOR a Certificate of Substantial Completion with a list of items to be completed or corrected by the CONTRACTOR prior to requesting final payment.
3. Determine with CONTRACTOR a division of responsibilities for such items as operation, safety, maintenance, heat, utilities, insurance, etc. as may be applicable to the Work and document such on the Certificate of Substantial Completion.

1.04 FINAL INSPECTION

- A. When CONTRACTOR considers the Work complete and ready for final inspection he shall submit written notification that:
 1. Contract Documents have been reviewed and complied with.
 2. Work has been inspected by the CONTRACTOR for compliance with the Contract Documents.
 3. Work has been completed in accordance with the Contract Documents.
 4. Work is ready for a final inspection by OWNER and Resident Project Representative.
 5. Closeout and Project record documents are ready for review by OWNER.
- B. The OWNER and Resident Project Representative will make an inspection to verify the status of completion with reasonable promptness after receipt of such notification.
- C. Should the OWNER consider that the Work is incomplete or defective:
 1. The OWNER and/or Resident Project Representative will promptly notify the CONTRACTOR in writing, listing the deficiencies.
 2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written notification to the OWNER that the Work is complete.
 3. The OWNER and/or Resident Project Representative will re-inspect the Work.
- D. When the OWNER finds that the Work is acceptable under the requirements of the Contract Documents, he shall request the CONTRACTOR to make submittal of closeout and Project record documents and a final statement of accounts.



1.05 CONTRACTOR'S SUBMITTAL OF CLOSEOUT AND PROJECT RECORD DOCUMENTS TO OWNER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project record documents in accordance with Specifications.
- C. Warranties and Bonds as required by the Specifications.
- D. Evidence of payment to Subcontractors, Suppliers, and Materialmen and a release of liens as required by the General Conditions.

1.06 FINAL STATEMENT OF ACCOUNTS TO OWNER

- A. Submit a final statement of accounting to the OWNER.
- B. Statement shall reflect all adjustments to the Contract Price indicated in the Agreement including Change Orders, allowances, adjustments to Unit Prices, deductions for uncorrected Work, deductions for liquidated damages, and other adjustments.
- C. Submit final Contract Price as adjusted.
- D. Indicate all previous progress payments approved and/or received.
- E. Indicate sum remaining due for final payment.

1.07 FINAL APPLICATION FOR PAYMENT

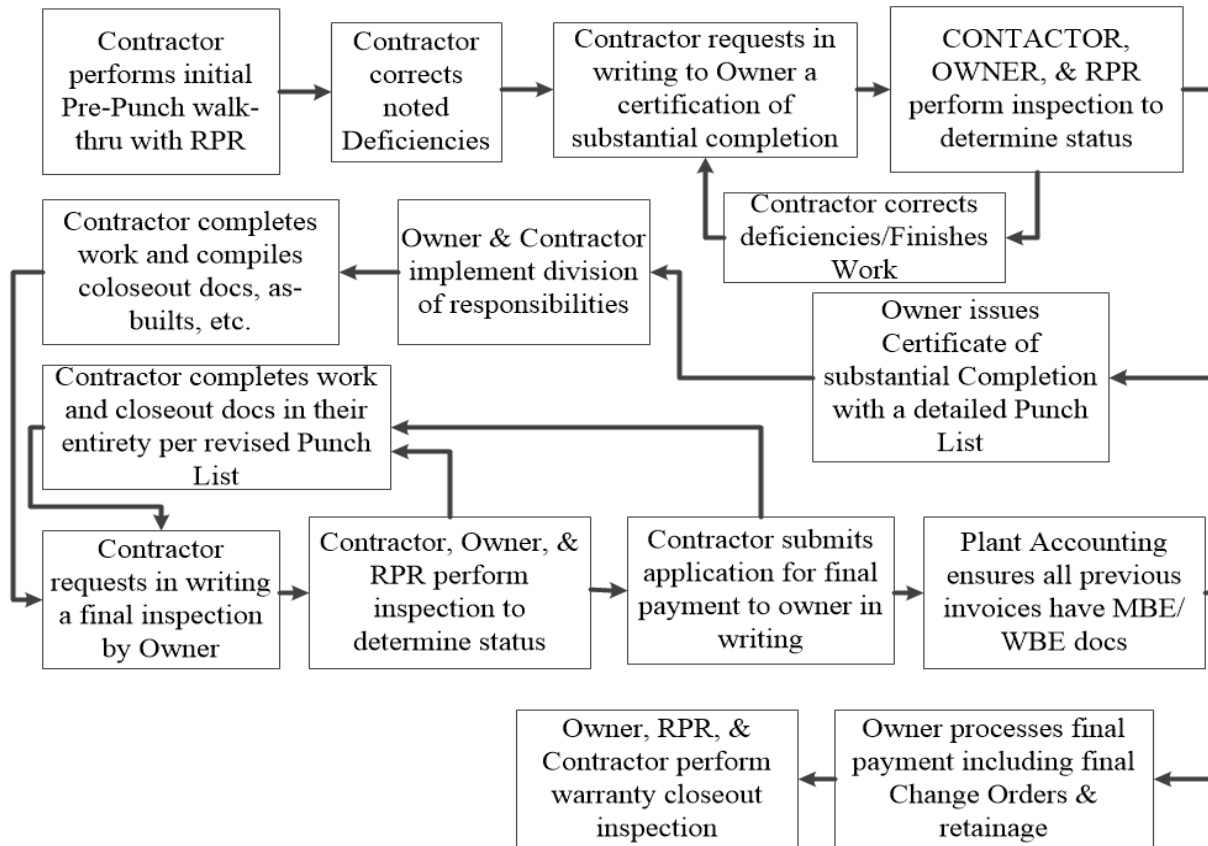
- A. CONTRACTOR shall submit the final Application for Payment in accordance with the procedures and requirements stated in the General Conditions and attach thereto any remaining closeout documents required by the Contract Documents, including a final statement listing subcontractors, suppliers, and other second-tier expenditures.
- B. Should the OWNER find the final Application for Payment and/or documents attached thereto inaccurate or incomplete they will be returned to the CONTRACTOR for re-accomplishment with a written list of discrepancies.
- C. If, on the basis of Resident Project Representative's observation of the Work during construction, and the OWNER's review of the final Application for Payment, OWNER is satisfied that the Work is complete in its entirety, the OWNER will:



1. Review and approve final Application for Payment within ten days after receipt.
2. Make final payment within 30 days after approval of final Application for Payment.

1.08 WARRANTY CLOSE-OUT INSPECTION

- A. A minimum of 60 days prior to the end of the one- (1) year warranty period, the OWNER, Resident Project Representative, and CONTRACTOR shall conduct an inspection of the Work to determine items requiring repair prior to expiration of the one- (1) year warranty period.
- B. OWNER shall provide a list of items requiring repair and a date for completion of such repairs (with a copy to the Resident Project Representative) to the CONTRACTOR.
- C. CONTRACTOR shall respond in writing to the OWNER once repairs are completed in their entirety and state the date of completion of all such repairs. Failure by the CONTRACTOR to respond a minimum of 15 days prior to expiration of the warranty period could result in the OWNER notifying the CONTRACTOR's Surety of such default.



PART 2. PRODUCTS

Not Used

PART 3. EXECUTION

Not Used

END OF SECTION (Note: See attached Standard "Certificate of Substantial Completion" form.)



CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: _____

OWNER's Contract No. _____ ENGINEER's Project No. _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.



The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by DESIGN ENGINEER on _____
Date

DESIGN ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____
Date

OWNER

By: _____
(Authorized Signature)