

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Specification Section described the closeout procedures for this project, including the following items:
 - 1. Inspection for Substantial Completion and Final Inspection
 - 2. Final Payment
 - 3. Final Cleaning
 - 4. Project As-Built Documents
 - 5. Release of Liens or Claims
- B. Related Sections include:
 - 1. Section 00 72 00 – General Conditions
 - 2. Section 01 50 00 – Temporary Facilities and Controls
 - 3. Section 01 78 36 - Warranties
 - 4. Section 01 78 39 – Project Record Documents

1.02 PROCEDURES

- A. Substantial Completion Inspection:
 - 1. Inspection for Substantial Completion shall be performed in accordance with the General Conditions and may generate a Punch List / Substantial Completion.
 - 2. The Contractor shall:
 - a. Verify that the Work is substantially complete.
 - b. Perform final cleaning as specified in this Section and remove protective coverings and similar items.
 - c. Restore and replace, with equal quality and appearance to the original Work, material and finishes damaged due to the performance of the Work at no additional cost to the City.
 - d. Notify the City Representative in writing that the Work is substantially complete and ready for inspection.
 - 3. Upon receipt of Contractor's written notice, the City Representative in the presence of the Contractor shall make an inspection to determine the status of completion.
 - 4. Should the City Representative determine that the Work is not substantially complete, the City Representative shall notify the Contractor

with a deficiency list of all items that shall be completed before the City considers the Work substantially complete.

5. The Contractor shall remedy all deficiencies as identified and notify the City Representative, in writing, when the Work is ready for re-inspection.
 - a. Failure to complete this requirement within the time allowed to substantially complete the Work shall result in liquidated damages being assessed.
 - b. If the Work is not substantially complete, the City Representative will follow the same procedures as for the first inspection, and the Contractor shall reimburse the City for all re-inspection costs.
6. Upon receipt of Contractor's written notice requesting re-inspection of the Work and if after such re-inspection the City Representative concurs that the Work is substantially complete, the City Representative will prepare a Notice of Substantial Completion, accompanied by a Punch List of remedial work items to be completed or corrected, as verified by the City Representative.
 - a. If, after re-inspection, the Work is not substantially complete, the City Representative will follow the same procedure as for the first inspection, and Contractor shall reimburse the City for all re-inspection costs.

B. Final Inspection:

1. The Contractor shall perform remedial work as noted on the punch list before requesting inspection and acceptance.
 - a. Failure to complete this requirement within the time allowed after the date of Substantial Completion as specified in General Conditions Section 00 72 00 will result in liquidated damages being assessed.
2. The Contractor shall notify the city in writing certifying that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents;
 - d. All Punch List items of remedial work have been completed;
 - e. Equipment and systems have been started-up and tested, and are operational;
 - f. Work is ready for final inspection;
 - g. All remaining Contractor's As-Built Drawings [stamped "Record Drawings"] that were not included with previous, regularly scheduled monthly submittals have been submitted to and approved by the City Representative.

3. The City Representative will make an inspection to verify the status of completion and request Contractor to make close-out submittals as specified herein.
 4. Should the City Representative determine that the Work is defective or not complete, the City Representative will notify the Contractor, in writing, listing remaining incomplete or defective work.
 - a. Promptly complete the remaining deficiencies and notify the City Representative, in writing, when ready for re-inspection.
 - b. If the City Representative finds the Work is still not complete, the Contractor shall be responsible for all subsequent re-inspection and meeting costs incurred by the City to resolve the remaining issues. Such costs will be deducted from the final progress payment owed to the Contractor.
 5. When the City Representative determine that the Work is acceptable under the Contract Documents and the Contractor has made all required close-out submittals, the City Representative will initiate the final payment recommendation and prepare the Certificate of Completion.
- C. Prior to the final payment recommendation by the City Representative, the Contractor shall furnish to the City Representative the following administrative close-out submittals:
1. Final regular submittal of, or any remaining not-previously-submitted Contractor's As-Built Drawings;
 2. Warranties and all required Warranty documentation;
 3. Certificates of Final Inspection and Occupancy as evidence of compliance with the requirements of governmental agencies having jurisdiction; and
 4. Evidence of payment and release of liens.
 5. Final regular submittal of, or any remaining not-previously-submitted, Contractor's Post-construction main sewer television and side sewer/culvert inspection DVDs and logs.
 6. When the City Representative determines that Substantial Completion can be granted to the Contractor, the Punch List/Final Completion will be transmitted to the Contractor electronically.
- D. The Contractor shall submit the following to the City Representative requesting final adjustment of accounts:
1. Request for Final Payment.
 2. Final statement of accounting, certified payroll records, and final Change Order, if required, showing adjustments to the Contract Sum for all force account work and allowance items.
 3. Other contractual documentation required by the City, including CMD forms.

- E. All prior estimates and payments shall be subject to correction by the City in the final estimate and payment per the General Conditions.

1.03 FINAL CLEANING

- A. Final acceptance of the Work by the City will be withheld and the Contractor subjected to remedies as provided in General Conditions until the Contractor has satisfactorily complied with the requirements herein for final cleanup of the project site.
 - 1. Should the City elect to partially occupy or use portions of the Work prior to completion, the Contractor shall perform final cleaning for those portions of the Work prior to their being so occupied or used.
- B. “Clean,” as used in this Section, shall mean the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials including but not limited to, removal of temporary construction materials and equipment and disposal of all debris and rubbish.
- C. The Contractor shall comply with applicable regulatory requirements during cleaning and disposal operations, and use cleaning materials, which will not create hazards to health or property or cause damage to products or Work.
- D. The Contractor shall use only cleaning materials and methods, which are compatible with the surface being cleaned, as recommended by the manufacturer of the products to be cleaned.
- E. The Contractor shall completely clean structures inside and out and adjacent sidewalks and street to curb. The Contractor shall also perform the following cleaning operations as applicable to the Work:
 - 1. Remove dust, dirt, grease, stains, labels, spilled or spattered materials, and other foreign matter from surfaces exposed to view in the completed Work.
- F. The Contractor shall schedule final cleaning operations to prevent resulting dust and other contaminants from adhering to wet or newly finished surfaces and to enable the City Representative to accept a completely clean Work.
- G. See additional cleaning requirements specified in Section 01 50 00.

1.04 PROJECT RECORD OR AS-BUILT DOCUMENTS

- A. The following As-Built Documents shall be maintained on-site and shall be signed and dated by the Contractor and submitted to the City Representative prior to final payment:
 - 1. Contractor's As-Built Drawings or As-Built Markup Drawings in accordance with Section 01 78 39.
 - 2. Change Orders and other Modifications to the Contract.
 - 3. Approved Shop Drawings, product data and samples.
- B. Store Contractor's As-Built Drawings separate from other documents used for construction.
- C. Record information concurrent with construction progress.
- D. Contractor's As-Built Drawings and Shop Drawings: Legibly mark each item to record actual construction including but not limited to:
 - 1. Measured actual rim and invert elevations.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to visible and accessible features of the Work.
 - 3. Measured locations of internal utilities and appurtenances, referenced to visible and accessible locations features of the Work.
 - 4. Field changes of dimensions and details.
 - 5. Details not on original Contract Drawings.
 - 6. Additional information as may be listed or otherwise defined in Specification Section 01 78 39 that achieves the required level of As-Built detail.

1.05 TESTING

- A. Contractor shall furnish certificates and documentation of all test results required in Technical Specifications.

1.06 RELEASE OF LIENS OR CLAIMS

- A. Before the City issues final payment to Contractor for the Work, Contractor shall sign and deliver to the City a release of liens or claims meeting the requirements set forth in the General Condition sworn to under oath and duly notarized. The release shall state that Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Work, including, but not limited to, the foregoing, all payrolls, amounts due to the subcontractors, accounts for labor performed and materials furnished, incidental services, liens and judgments.
- B. If any liens or claims remain unsatisfied after all payments to the Contractor have been made, the Contractor shall refund to the City all moneys that the City may be

compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION