

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes procedures and requirements for Contract Closeout.
- B. Related Sections:
 - 1. Section 00 73 02 – Contract Time and Liquidated Damages
 - 2. Section 01 45 00 – Quality Control
 - 3. Section 01 50 00 – Temporary Facilities and Controls
 - 4. Section 01 78 23 – Operation and Maintenance Data
 - 5. Section 01 78 36 – Warranties
 - 6. Section 01 78 39 – Project Record Documents

1.2 PROCEDURES

- A. Close-out Meeting:
 - 1. The Contractor shall submit all outstanding change orders, claims, and time extension requests by the final date as required by the City Representative before the Work is 95% complete.
 - 2. Prior to Substantial Completion, the City Representative will schedule a closeout meeting with the Contractor, Architects or City Representatives and consultants to determine the status of completion.
 - 3. The Contractor shall attend the Close-out meeting scheduled by the City Representative to discuss the close-out procedure and responsibilities of the Contractor and the City.
 - 4. The City Representative will prepare a list of actions which are still open or pending that need to be resolved during the close-out period. Such actions may include, but are not necessarily limited to, equipment testing, operator training, record documents, final inspection, administrative activities, and documentation of final quantities and force account work.

1.3 SUBSTANTIAL COMPLETION

- A. Prerequisites to Substantial Completion:
 - 1. Submit to the City Representative with the application for payment just before Substantial Completion, a statement of all Change Orders, Modifications, claims, and time extension requests.
 - 2. Verify that the following administrative closeout submittals have been received by the City, if applicable:
 - a. Project Record Documents and approved shop drawings, product data, and samples as specified in Section 01 78 39.
 - b. Warranties as specified in Section 01 78 36.
 - c. Keys and keying schedule.
 - d. Spare parts and materials extra stock.
 - e. Certificates of Final Inspection and Occupancy as evidence of compliance with the requirements of governmental agencies having jurisdiction.
 - f. Comply with requirements listed in Section 00 73 00, amendments to definitions of Substantial Completion and/or Final Completion, as applicable.

3. Advise the City Representative of pending insurance change-over requirements.
 4. Submit to the City Representative written certification that the Contract Documents have been reviewed, Work has been inspected, the Work is complete, including start-up, testing, adjusting, and balancing of equipment and systems, and conforms to the requirements of the Contract Documents.
 5. At no additional cost to the City, restore and replace, as specified and as determined by the City, material and finishes damaged due to the performance of the Work.
 6. Restoration or replacement shall be equal quality and match the appearance of the existing Work.
- B. Substantial Completion Inspection:
1. Notify the City Representative in writing that the Work is substantially complete and ready for inspection.
 2. Upon receipt of Contractor's written notice, the City Representative will make an inspection to determine the status of completion.
 3. Should the City Representative determine that the Work is not substantially complete; the City Representative will so notify Contractor with a deficiency list of all items that shall be completed before the City considers the Work substantially complete.
 - a. Remedy all deficiencies as identified and notify the City Representative, in writing, when the Work is ready for re-inspection.
 - b. Failure to complete this requirement within the time allowed for substantial completion will result in liquidated damages being assessed.
 4. The Contractor shall verify that the Work is complete, including but not necessarily limited to, the items required for Substantial Completion.
 5. If the City Representative concurs that the Work is substantially complete, the City Representative will prepare a Notice of Substantial Completion, and arrange for a punch list inspection by the City's design and maintenance staff, and/or consultants.
 - a. If 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 additional re-inspection costs, including but not limited to costs incurred by City staff or for additional consultant visits.
- C. Partial Use or Occupancy of Work: When partial utilization of the Work is required and substantial completion is a condition of such partial utilization, the applicable requirements specified in this Section shall apply to the part of Work to be utilized.

1.4 FINAL ACCEPTANCE

- A. Prerequisites for Final Acceptance:
1. At no additional cost to the City, perform all remedial work noted on the punch list before requesting a final inspection and acceptance.
 2. Coordinate the performance of remedial work with the City Representative to cause minimal inconvenience and interruption of the City's operations.
 3. Perform final cleaning as specified in this Section. Remove protective coverings and similar items.
 4. Remove all temporary controls, utilities, facilities, signage, field offices and sheds.
 5. Submit consent of surety to final payment.
 6. Submit a certified copy of the City Representative's punch list of remedial items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance by the City.
 7. Failure to complete all remedial work and prerequisites for final inspection within the time allowed after the date of Final Completion as specified in the Supplementary Conditions will result in liquidated damages being assessed.

- B. Final Inspection:
1. Notify the City in writing that all punch list items of remedial work have been completed and the Work is ready for final inspection.
 2. The City Representative will make an inspection to verify the status of completion.
 3. Should the City Representative determine that the Work is not complete or is defective, the City Representative will so notify 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, 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 progress payments owed to Contractor.
 4. When the City Representative determines that the Work is acceptable under the Contract Documents and Contractor has made all required closeout submittals, the City Representative will initiate the final payment recommendation and prepare the Certificate of Completion.
- C. Prior to the final acceptance, the City Representative shall be furnished with the following administrative close-out submittals:
1. Project Record Documents as specified in Section 01 78 39;
 2. Warranties as specified in Section 01 78 36;
 3. Keys and keying schedule;
 4. Spare parts and materials extra stock;
 5. Operations and Maintenance Manuals;
 6. Relevant Test Reports;
 7. Sewer video records;
 8. Notice to Utilities for completed paving;
 9. Third Party Final Inspection and Sign-Offs (if applicable);
 10. Certificates of Final Inspection and Occupancy as evidence of compliance with the requirements of governmental agencies having jurisdiction;
 11. C&D Management Report as specified in Section 01 74 50;
 12. Evidence of Payment and Release of Liens; and
 13. Comply with all mobilization requirements as specified in Section 01 21 50.
- D. Submittals for final adjustment of accounts shall include, but not necessarily be limited to:
1. Request for Final Payment; and
 2. Final statement of accounting, payroll records, and final change orders showing adjustments to the Contract Price for all force account work and extra payments.
- E. All prior estimates and payments shall be subject to correction in the final estimate and payment.
- 1.5 FINAL CLEANING
- A. Final acceptance of the by the City will be withheld until the Contractor has satisfactorily complied with the requirements herein for final cleanup of the project site.
- B. Should the City elect to partially occupy or use portions of the Work prior to Completion, perform final cleaning for those portions of the Work prior to their being so occupied or used.
- C. Comply with applicable regulatory requirements during cleaning and disposal operations. Use cleaning materials which will not create hazards to health or property or cause damage to products or Work.

- D. 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. Completely clean the work site including the adjacent sidewalks and street from property line to property line.
- F. 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 - Temporary Facilities and Controls.

1.6 PROJECT RECORD DOCUMENTS

- A. Submit the final approved Project Record Drawings to the City Representative prior to final acceptance. Refer to Section 01 78 39 - Project Record Documents.

1.7 OPERATOR INSTRUCTION

- A. Refer to individual Specification Sections for specific requirements for equipment and systems demonstration and safety, operations, and maintenance training.
- B. Where specified in the individual Specification Sections, furnish qualified personnel and coordinate scheduling for on-site instruction of the City's operating and maintenance personnel.

1.8 FINAL PAYMENT

- A. Prior to the final payment, the Contractor shall:
 - 1. Submit CMD Forms 7, 8, and 9
 - 2. Reconcile any outstanding payroll issues with the Office of Labor Standards Enforcement (OLSE).
 - 3. Reconcile any outstanding local hire issues with Office of Economic and Workforce Development (OEWD).

1.9 RELEASE OF LIENS OR CLAIMS

- A. Before the City issues final payment to Contractor, Contractor shall sign and deliver to the City a release of liens or claims 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 Contractor have been made, Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.
- C. Refer to Section 01 77 13 - Appendix A: Waiver and Release of Claims on Final Payment form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION