

**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART 1 - GENERAL

1.01 SCOPE:

- A. Closeout includes general requirements near the end of the Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the Work. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the Work which have been certified as Substantially Complete at different dates. That time variation (if any) shall be applicable to other provisions of this Section.

1.02 CONTRACTOR'S REQUEST FOR SUBSTANTIAL COMPLETION:

- A. When the Contractor considers the Work (or designated portion thereof) is substantially complete, he shall submit written certification to the Architect that the Project (or designated portions thereof) has reached Substantial Completion. To the written certification, attach a list of items to be completed or corrected.
- B. Upon receipt of Contractor's request, Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled.

1.03 SHOULD THE ARCHITECT CONSIDER THE WORK SUBSTANTIALLY COMPLETE:

- A. The Architect shall notify the Contractor in writing.
- B. The Contractor shall then accomplish the following:
 - 1. Prepare and submit to the Architect a list of items to be completed or corrected, as determined by the Architect's inspection.
 - 2. Prepare and submit statement showing an accounting of changes to the Contract Sum.
 - 3. Advise the Owner regarding pending insurance change-over requirements.
 - 4. Submit releases enabling the Owner's full and unrestricted use of the Project (or designated portions thereof), access to services and utilities, including occupancy permits, operating certificates, and similar releases.
 - 5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
 - 6. Deliver tool, spare parts, extra stocks of materials, and similar physical items to Owner.
 - 7. Make final change-over of locks and transmit keys to Owner, and advise Owner's personnel of change-over in security provisions.
 - 8. Complete start-up testing of systems, and instructions to Owner's operating/maintenance personnel. Discontinue (or change-over) and remove from Project site temporary facilities and services, along with construction tools and facilities, mockups, and similar elements.
 - 9. Complete final clean up requirements (see Section 01 74 00), including touch-up painting of marred surfaces.
 - 10. Touch-up and otherwise repair and restore marred exposed finishes.
- C. The Architect will prepare and issue a Certificate of Substantial Completion containing:
 - 1. Date of Substantial Completion.
 - 2. Contractor's list of items to be completed or corrected, verified and amended by Architect.
 - 3. The time within which Contractor shall complete or correct Work of listed items.
 - 4. Time and date Owner will assume possession of Work or designated portion thereof.

- 5. Responsibilities of Owner and Contractor for:
 - a. Insurance
 - b. Utilities.
 - c. Operation of mechanical, electrical and other systems.
 - d. Maintenance and cleaning.
 - e. Security.
- 6. Signatures of:
 - a. Architect.
 - b. Contractor.
 - c. Owner.

1.04 OWNER OCCUPANCY OF PROJECT OR DESIGNATED PORTION THEREOF:

- A. The Contractor shall obtain a certificate of occupancy.
- B. The Contractor shall perform final cleaning in accordance with Section 01 74 00.
- C. The Owner will occupy the Project (or designated portions thereof) under the provisions stated in the Certificate of Substantial Completion.

1.05 SHOULD THE ARCHITECT CONSIDER THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE:

- A. The Architect shall immediately notify the Contractor in writing.
- B. The Contractor shall complete the Work. He shall then submit a second written certification to the Architect that the Project (or designated portions thereof) has reached Substantial Completion. To this second certificate, attach a list of items to be completed or corrected.
- C. Upon receipt of Contractor's request, Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled.

1.06 CONTRACTOR'S REQUEST FOR FINAL ACCEPTANCE:

- A. When the Contractor considers the Work (or designated portions thereof) is complete and ready for final inspection, he shall submit written certification that the Project has reached completion and is ready for final inspection. This certification shall include, but not be limited to, the following:
 - 1. The Contract Documents have been reviewed.
 - 2. Project has been inspected for compliance with the Contract Documents.
 - 3. Equipment and systems have been tested in presence of Owner's representative and are operational.
- B. Upon receipt of Contractor's request, Architect will either proceed with the final inspection or advise Contractor of prerequisites not fulfilled.

1.07 SHOULD THE ARCHITECT CONSIDER THE WORK COMPLETE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS:

- A. The Architect shall notify the Contractor in writing, and he shall request the Contractor to make closeout submittals.
- B. Closeout submittals:
 - 1. Contractor's affidavit of payment of debts and claims.

2. Contractor's affidavit of releases of liens with:
 - a. Consent of surety to final payment.
 - b. Contractor's release or waiver of liens.
 - c. Separate releases of waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those parties.
 3. Final statement of accounting reflecting all adjustments, which shall include, but not be limited to, the following:
 - a. Previous change orders.
 - b. Deductions for uncorrected work.
 4. Final statement shall also show original Contract Sum, total Contract Sum (as adjusted), previous payments, and sum remaining due.
 5. Certified copy of Architect's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect.
 6. Final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the Work.
 7. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
 8. Bonds, guarantees, and warranties.
 9. Keys and keying schedule.
 10. Operation and maintenance data (as described in Section 01 33 00 and throughout Specifications).
 11. Record documents (See Section 01 11 00).
 12. Evidence of compliance with the requirements of governing authorities.
 - a. Certificate of Inspection:
 - (1) Mechanical.
 - (2) Electrical.
 - (3) Elevator.
 - b. Certificate of Occupancy.
 13. General operating/maintenance instructions: Arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain bonds, and similar continuing commitments.
- C. The Contractor shall submit final application for payment in accordance with requirements of the Contract Documents.
- D. The Architect will issue final certificate in accordance with provisions of the Contract Documents.
- E. Should final completion be materially delayed through no fault of the Contractor, the Architect may issue a semifinal certificate for payment in accordance with the provisions of the Contract Documents.
- 1.08 SHOULD THE ARCHITECT CONSIDER THAT THE WORK IS NOT READY FOR FINAL ACCEPTANCE:**
- A. After final inspection, should the Architect consider that the Project is not complete nor ready for final acceptance, he shall notify the Contractor in writing.

- B. The Contractor shall complete the Work and remedy all deficiencies. He shall then submit a second written certification to the Architect that the Project (or designated portions thereof) is complete and is again ready for final inspection.
- C. The Architect will reinspect the Work. After reinspection, the Architect will notify the Contractor as to whether he judges the Work acceptable or not. If so, he will request closeout submittals.

PART 2 - PRODUCTS

NOT APPLICABLE.

PART 3 - EXECUTION

NOT APPLICABLE.

- END OF SECTION -