

## SECTION 01 77 00

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

This section includes the following description of Contract closeout procedures:

1. Removal of Temporary Construction Facilities
2. Substantial Completion
3. Final Completion
4. Project Record Documents
5. Project Guarantee
6. Warranties
7. Turn-In
8. Release of Claims

#### 1.1 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to specified condition.
- D. Comply with Paragraph 1.14 of Section 01 51 00 (Temporary Facilities and Controls).

#### 1.2 SUBSTANTIAL COMPLETION

- A. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to City, with list of items remaining to be completed or corrected.
- B. Within reasonable time, City will inspect to determine status of completion.
- C. Should City determine that Work is not Substantially Complete, City will promptly notify Contractor in writing, listing all defects and omissions.
- D. Remedy deficiencies and send a second written notice of Substantial Completion. City will re-inspect the Work. If deficiencies previously noted are not corrected on re-inspection, then pay the cost of the re-inspection.
- E. When City concurs that Work is Substantially Complete, City will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by City.
- F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by City before a Certificate of Substantial Completion will be issued.

- G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse City for costs associated with these visits.

### 1.3 FINAL COMPLETION

- A. Final Completion occurs when Work meets requirements for City's Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that:
  - 1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
  - 2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of City, and are operative.
  - 3. Work is complete and ready for final inspection.
- B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- C. When City finds Work is acceptable and final closeout submittals are complete, City will issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should City determine that Work is incomplete or defective.
  - 1. City promptly will so notify Contractor, in writing, listing the incomplete or Defective items.
  - 2. Promptly remedy the deficiencies and notify the City when it is ready for re-inspection.
  - 3. When City determines that the Work is acceptable under the Contract Documents, City will request Contractor to make closeout submittals.
- D. Final adjustments of accounts:
  - 1. Submit a final statement of accounting to City, showing all adjustments to the Contract Sum and complete and execute Document 00 52 17 (Agreement and Release of Any and All Claims).
  - 2. If so required, City shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

#### 1.4 PROJECT RECORD DOCUMENTS

- A. Contract Documents will not be closed out and final payment will not be made until completion and submittal of Project Record Documents described in Section 01 78 39 (Project Record Documents).

#### 1.5 PROJECT GUARANTEE

- A. Requirements for Contractor's guarantee of completed Work are included in Article 9 of Document 00 72 00 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by City shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- C. City may make repairs to Defective Work as set forth in Document 00 72 00, Paragraph 9.3.
- D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to City, City shall have right to operate and use materials or equipment until said materials and equipment can, without damage to City, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- E. Nothing in this Section shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to City for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for Defective workmanship or Defective materials under laws of this State pertaining to acts of negligence.

#### 1.6 WARRANTIES

- A. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals described in Section 01 33 00 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers.
  - 1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
  - 2. Assemble in Specification Section order.

- B. Submit material prior to final Application for Payment.
  - 1. For equipment put into use with City's permission during construction, submit within 14 Days after first operation
  - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within fourteen (14) Days after acceptance, listing date of acceptance as start of warranty period.
- C. Warranties are intended to protect City against failure of Work and against deficient, Defective, and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures that result from the following:
  - 1. Unusual or abnormal phenomena of the elements
  - 2. Vandalism after Substantial Completion
  - 3. Insurrection or acts of aggression including war
- E. Related Damages and Losses: Remove and replace Work which is damaged as result of Defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
- F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.
- G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- H. Warranty Forms: Submit drafts to City for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
  - 1. Warranty shall be countersigned by manufacturers.
  - 2. Where specified, warranty shall be countersigned by Subcontractors and installers.
- I. Rejection of Warranties: City reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one (1) year minimum from date of Final Completion of entire Work except where:
  - 1. Detailed Specifications for certain materials, equipment or systems require longer warranty periods
  - 2. Materials, equipment or systems are put into beneficial use of City prior to Final Completion as agreed to in writing by City

K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to City free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of City.

1.7 TURN-IN

A. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Paragraph 1.2.F of Document 01 74 00 (Cleaning), are turned in to City.

1.8 RELEASE OF CLAIMS

A. Contract Documents will not be closed out and final payment will not be made until Document 00 52 17 (Agreement and Release of Any and All Claims) is completed and executed by Contractor and City.

**PART 2 - PRODUCTS  
NOT USED**

**PART 3 – EXECUTION  
NOT USED**

-END OF SECTION-

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