

**SECTION 01700**

**CONTRACT CLOSEOUT**

1.01 PROJECT CLOSEOUT:.....1

## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 PROJECT CLOSEOUT:

###### 1.1.1 Substantial Completion:

- A. Contractor:
  - 1. Submit written certification to Engineer and the City of Saco Department of Public Works that project, or designated portion of project, is substantially complete.
  - 2. Submit list of major items to be completed or corrected.
- B. Engineer, together with Owner's Representative, will review the project within seven days after receipt of certification.
- C. Should Engineer consider that work is substantially complete;
  - 1. Contractor shall prepare and submit to Engineer, a list of items to be completed or corrected, as determined by the review.
  - 2. Engineer will prepare and issue a Certificate of Substantial Completion, complete with signatures of Owner and Contractor, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by Engineer.
  - 3. Contractor: Complete work listed for completion or correction, within designated time.
- D. Should Engineer consider that work is not substantially complete:
  - 1. He shall immediately notify the Contractor, in writing, stating reasons.
  - 2. Contractor: Complete work, and send second written notice to Engineer, certifying that project, or designated portion of project, is substantially complete.
  - 3. Engineer will again review the work.
- E. The guarantee period will begin upon issuance by the Engineer of the Certificate of Substantial Completion.

###### 1.1.2 Final Review:

- A. Contractor shall submit written certification that:
  - 1. Contract documents and permits have been reviewed.
  - 2. Project has been reviewed for compliance with contract documents and permits.
  - 3. Work has been completed in accordance with contract documents and permit conditions.
  - 4. All systems have been tested in presence of Owner's representative, The City of Saco (unless waived) and are operational.
  - 5. All operation/maintenance manuals, warranty forms, and related documents required under the contract have been provided to the Owner. Copies have been provide to the City of Saco (unless waived).

6. Project is completed, and ready for final review.
- B. Engineer will make final review within seven days after receipt of certification.
- C. Should Engineer consider that work is finally complete in accordance with requirements of contract documents, he shall request Contractor to make project closeout submittals and notify the City of Saco of this finding.
- D. Should Engineer consider that work is not finally complete:
  1. He shall notify Contractor, in writing, stating reasons and notify the City of Saco.
  2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to Engineer certifying that work is complete.
  3. Engineer will again review the work.

1.1.3 Evidence Of Payments, And Release Of Liens:

- A. Contractor's Affidavit of Payment of Debts and Claims.
- B. Contractor's Affidavit of Release of Liens; with:
  1. Consent of Surety to Final Payment:
  2. Contractor's release of waiver of liens. (To be reviewed by Owner prior to final Payment Certification.)
  3. Separate releases or waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those parties.
- C. All submittals shall be certified before delivery to Engineer.

1.1.4 Final Adjustment Of Accounts:

- A. Submit final statement of accounting to Engineer.
- B. Statement shall reflect all adjustments.
  1. Original contract sum.
  2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Cash allowances.
    - c. Unit prices.
    - d. Other adjustments.
    - e. Deductions for uncorrected work.
    - f. Deductions for liquidated damages.
  3. Total contract sum, as adjusted.
  4. Previous payments.
  5. Sum remaining due.

1.1.5 Final Application For Payment:

Contractor shall submit final application in accordance with requirements of General and Supplementary Conditions.

1.1.6 Final Certificate For Payment:

- A. Engineer will issue final certificate in accordance with provisions of General Conditions.
- B. Should final completion be materially delayed through no fault of the Contractor, the Engineer may issue a Semi-Final Certificate for Payment, in accordance with provisions of General Conditions.

1.1.7 Post-Construction Review:

- A. Prior to expiration of one year from Date of Substantial Completion, the Engineer will make visual review of project in company with Owner and Contractor to determine whether correction of work is required, in accordance with provisions of General Conditions.
- B. For guarantees beyond one year, the Engineer will provide reviews at request of Owner, after notification to Contractor.
- A. Engineer will promptly notify Contractor, in writing, of any observed deficiencies.

**---END OF SECTION 01700---**