

SECTION 01700**CONTRACT CLOSEOUT****PART 1 GENERAL**

1.01 SCOPE OF WORK

- A. Work Included: This section outlines the procedure to be followed in closing all contracts.

1.02 RELATED SECTION

- A. Section 01340 - Shop Drawings, Product Data, and Samples.
- B. Section 01720 - Project Record Documents.
- C. MDWASD General Covenants and Conditions

1.03 FINAL INSPECTIONS

- A. MDWASD will not issue preliminary punchlists. After final cleaning and upon written notice from the Contractor that he has inspected the work and it is a 100% completed, the Engineer will make a preliminary inspection with MDWASD and the Contractor present. Upon completion of this preliminary inspection, the Engineer will submit to the Contractor a written final punchlist of any particulars which this inspection reveals as defective or incomplete work.
- B. Upon receiving written notice from the Engineer, the Contractor shall immediately undertake the work required to remedy the defects and complete the work to the satisfaction of MDWASD.
- C. The items identified to be completed shall constitute the Punch List. The Construction Manager and the Contractor shall have seven calendar days from the date of substantial completion to create the Punch List. When the Contractor successfully completes all identified items to the satisfaction of the Engineer in accordance with the Contract Documents, the Contractor may submit a payment request for all remaining retainage withheld for the Project. Each item in the punchlist shall have a time duration agreed upon by both parties. Punchlist items may be eliminated individually from the list when approved by the Engineer.
- D. Should the Contractor not successfully complete any items contained in the Punch List or if a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract, the Construction Manager may elect to continue to withhold an amount not to exceed 150 percent of the estimated total costs to complete such items and release the remaining retainage.
- E. When the Contractor has corrected or completed the items as listed in the Engineer's written notice, inform the Engineer, in writing, that the required work

has been completed. Upon receipt of this notice, the Engineer, in the presence of the Contractor, shall make the final inspection of the Project.

- F. Should the Engineer find all work satisfactory at the time of the inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the General Covenants and Conditions.
1. If the Contractor fails to complete any item of work within a time period equal to 100% of the agreed upon duration of time for all individual items, the Engineer will notify the Contractor in writing specifying the conditions pertaining thereto and directing the Contractor to comply with his directive. If the Contractor has not corrected such condition within 5 days of such notice, it shall be sufficient grounds for the Engineer to order the subject items discontinued and have them completely remedied in a timely manner at the expense of the Contractor.
 2. No final estimate shall be issued by the Engineer until the Engineer has assured himself that the punchlist has been 100% completely finished and all other related documents are submitted.

1.04 FINAL SUBMITTALS

- A. No Contract will be finalized until all of the following have been submitted and approved in conformance with Section 01340 - Shop Drawings, Product Data, and Samples, and Section 01720 - Project Record Documents.
1. Final Shop Drawings.
 2. Record Drawings.
 3. Interface Information.
 4. Operation and Maintenance Manuals.
 5. Maintenance Summaries.
 6. Manufacturers' Certificates of Proper Installation.
 7. Material Tests and Certifications.
 8. All Test Reports.

1.05 GUARANTEES, BONDS, AND AFFIDAVITS

- A. No Contract will be finalized until all guarantees, bonds, certificates, licenses, roofing warranty, C.O. and affidavits required for work or equipment as specified are satisfactorily filed with the Engineer.
- B. The Contractor shall comply with the Public Records Laws of the State of Florida.

1.06 ACCESSORY ITEMS

- A. All contractors furnishing and/or installing equipment and spare parts on this Project shall provide to MDWASD, upon acceptance of the equipment, all special accessories required to place each item of equipment in full operation. These special accessory items include, but are not limited to, adequate oil and grease as required for the first lubrication of the equipment, light bulbs, fuses, wrenches, valve keys, handwheels, chain operators for valve handles more than 6 feet above floor, and other expendable items as required for initial startup and operation of all

equipment.

1.07 SUBSTANTIAL COMPLETION

- A. "Substantial Completion" shall occur when the work is in a state of final completion as regards all aspects of occupancy, ingress, egress, habitability, functionality and efficiency thereof, safety, durability and interaction with other existing or contemplated systems, and is otherwise substantially fit for use or operation. Any work remaining after substantial completion shall be of a minor nature such that should the MD-WASD elect to occupy and put into full service the facility constructed under the Project, or any portion thereof, said work may be accomplished without interference to an extent causing loss of efficiency to any of the above required aspects. The date of substantial completion is the date certified by the Architect/Engineer and approved by MD-WASD (if different from the A/E) when construction is sufficiently complete to satisfactorily fulfill all of the above requirements. If any portion of the Contract Documents specifies a particular measure of substantial completion for the work, in whole or in part, that definition shall take precedence of this section.

1.08 FINAL COMPLETION

- A. "Final Completion" shall occur when the work is in a state such that no further work is required in accordance with the Contract Documents to render complete, satisfactory and acceptable to MD-WASD all construction services purchased, including those for any pending items whether or not they were listed after substantial completion, and provide all manuals, certifications, warranties, as-built Plans, release of liens, certified payrolls, and any other documentation required by MD-WASD or other governing authority. If any portion of the Contract Documents specifies a particular measure of final completion for the work, in whole or in part, that definition shall take precedence of this section..

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION