

CONTRACT CLOSEOUT

SECTION 01700

1.01 DESCRIPTION

- A. **Scope:** The work required in this Section consists of the final inspections and the submission of all closeout documents and related items to complete the Work indicated on the Drawings and described in the Project Manual.

1.02 FINAL INSPECTIONS

- A. **Professional's Inspection:** The Contractor shall make written request for a final inspection to the Professional; notice to be given ten (10) days prior to the inspection. A list of any deficiencies, compiled by the Professional, will be corrected by the Contractor. If, in the Professional's judgment, the Project is not ready for a final inspection, the Professional may schedule another inspection
- B. **Owner's Inspection:** After the Professional has ascertained the Project to be ready, an Owner's inspection will be scheduled within ten (10) days thereafter. The Contractor will have ten (10) days after the Owner's acceptance to make any corrections of punch list items and to submit closeout documents.
- C. **Correction of Work Before Final Payment:** The Contractor shall promptly remove from the Owner's premises all materials condemned for failure to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract. Failure to remedy such defects after ten (10) days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor, or charged to the Contractor in the event no payment is due.

1.03 CLOSEOUT DOCUMENTS

Unless otherwise notified, the Contractor shall submit to the Owner through the Professional, three (3) copies of the following before final payment is made:

- A. **Request for Final Payment:** AIA Document G702, current edition, completed in full or a computer generated form acceptable to MSU having similar data.
- B. **Consent of Surety Company to Final Payment:** AIA Document G707, current edition, or similar company form acceptable to MSU completed in full by the Bonding company.
- C. **Power of Attorney:** Closeout documents should be accompanied by an appropriate Power of Attorney.
- D. **Release of Liens and Certification that All Bills Have Been Paid:** AIA Document G706A, current edition, or similar company form acceptable to MSU completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from any and all claims and/or damages.
- E. **Contractor's Affidavit of Payment of Debts and Claims:** AIA Document G706, current edition, or similar company form acceptable to MSU completed in full.
- F. **Guarantee of Work:** Sworn statement that all work is guaranteed against defects in materials and workmanship for one (1) year from date of Owner's acceptance, except where specified for longer periods.
1. Word the Guarantee as follows, or in a similar manner:
We hereby guarantee all work performed by us on the above captioned Project to be free from defective materials and workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work.
 2. All guarantees and warranties shall be obtained in the Owner's name.
 3. Within the Guaranty period, if repairs or changes are requested in connection with guaranteed work which,

in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition building, site, equipment or contents thereof. The Contractor shall make good any work, materials, equipment or contents of said buildings or site which may be disturbed by fulfilling any such Guaranty.

4. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the Guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.

5. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other documents forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

G. **Project Record Document:** Furnish all other record documents as set forth in Section 01720 entitled *Project Record Documents*.

H. **Additional Documents Specified Within the Project Manual:** Provide all additional certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.