

SECTION 01700
CONTRACT CLOSEOUT

1 PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Provide an orderly and efficient transfer of the completed Work to the Owner.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Activities relative to Contract closeout are described in, but not necessarily limited to, Paragraphs 9.8, 9.9, and 9.10 of the General Conditions.
 - 3. "Substantial Completion" is defined in Paragraph 9.8.1 of the General Conditions.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Owner, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

- A. Substantial Completion:
 - 1. Prepare and submit the punch list required by the first sentence of Paragraph 9.8.2 of the General Conditions.
 - 2. Within a reasonable time after receipt of the list, the Owner will inspect to determine status of completion.
 - 3. Should the Owner determine that the Work is not substantially complete:
 - a) The Owner promptly will so notify the Contractor, in writing, giving the reasons therefore.
 - b) Contractor shall remedy the deficiencies promptly, and notify the Owner when ready for reinspection.
 - c) The Owner will reinspect the Work.
 - 4. When the Owner concurs that the Work is substantially complete:
 - a) The Architect will prepare a "Certificate of Substantial Completion" on AIA Form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified by the Owner.
 - b) The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the

Certificate.

- B. Final Completion:
1. Prepare and submit the notice required by the first sentence of paragraph 9.10.1 of the General Conditions.
 2. Verify that the Work is complete including, but not necessarily limited to, the items mentioned in Paragraph 9.10.2 of the General Conditions.
 3. Certify that:
 - a) Contract Documents have been reviewed;
 - b) Work has been inspected for compliance with the Contract Documents;
 - c) Work has been completed in accordance with the Contract Documents;
 - d) Equipment and systems have been tested as required, and are operational;
 - e) Work is completed and ready for final inspection.
 4. If the Contractor is not complete for any of the above requested inspections, the Contractor shall bear the cost of any subsequent inspections to examine the work not complete at previously requested inspections. Costs due Fresenius Medical Care, Inc. will include any travel costs and related direct hourly costs from the Architect, Project Manager, Chief Technician and Administrator.
 5. The Owner will make an inspection to verify status of completion.
 6. Should the Owner determine that the Work is incomplete or defective:
 - a) The Owner promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
 - b) Contractor shall remedy the deficiencies promptly, and notify the Owner when ready for reinspection.
 7. When the Owner determines that the work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- C. Closeout submittals include, but are not necessarily limited to:
1. Project Record Documents described in Section 01720;
 2. Complete operation and maintenance manuals, and data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Owner; Two copies of these documents shall be submitted on CD in electronic (PDF) format.
 3. Warranties and bonds;
 4. Keys and keying schedule;
 5. Spare parts and materials extra stock;

- a) The Contractor shall deliver to the Owner the spare parts, extra stock and maintenance materials listed below, and shall obtain a signed receipt for these materials. Materials shall be neatly packaged and identified.
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|----------------------|---|
| Acoustical Treatment | Two full cartons each acoustical tile. |
| Carpet | Salvage larger than 9 square feet in area; total must be at least 3 square yards. |
| Resilient Flooring | 10% of each color VCT used throughout, 16 lineal feet, each color and type of base. |
| Painting | One full gallon, each color and type of paint and stain. |
| Ceramic Tile | One unopened box of each color and type. |
| Wall Protection | One eight foot long corner guard with two spare end caps. |
| Air Distribution | One full carton, each filter size and type. |
| Lighting | Extra lamps, two of each type. |
| Vinyl Wall Covering | Two full rolls. |

6. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
- a) Certificates of Inspection;
 - b) Certificates of Occupancy;
7. Certificates of Insurance for products and completed operations;
8. Evidence of payment and release of liens (see Lien Release Form at the end of this Section);
9. List of Subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends and holidays.
10. Project data catalog sheets and shop drawing approved and returned by architect described in section 01340.
11. Item numbers 2, 3, 6, 7, 8, 9 and 10 above shall be tabulated and bound into one (1) three ring binder with the project name firmly affixed to the binder spline. Note; Two (2) total bound binders due at end of project.

D. Final adjustment of accounts:

1. Submit a final statement of accounting to the Owner, showing all adjustments to the Contract Sum.
2. If so required, the Owner will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change orders.

1.2 INSTRUCTION

- A. Provide training and introduction for the Owner's personnel in proper operation and maintenance of all systems and equipment, after acceptance of Operation and Maintenance Manual. Provide at the Final Completion walkthrough a schedule of such training, allowing the following time periods:

Mechanical Systems - 2 hours
Electrical, Alarm, Nurse Call Systems - 2 hours
Plumbing Systems - 2 hours
Miscellaneous - 1 hour

It is intended for all system to be reviewed with owner's personnel on one complete day prior to the opening and operation of the facility.

CONDITIONAL AFFIDAVIT AND WAIVER OF LIEN

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn upon his oath, deposed and says:

That he makes this Affidavit on behalf of _____ having heretofore entered into and Agreement with Bio-Medical Applications of _____ for _____ in connection with _____ located at _____, that all labor, materials, and services committed for have been fully paid and indebtedness discharged to date of this Affidavit.

Upon receipt of the outstanding balance of the contract in the sum of _____ Dollars (_____) the undersigned does hereby waive, release and relinquish all rights of lien which the undersigned may now have upon the premises above described for labor and material, general supervision, of construction of alterations and/or otherwise.

FURTHERMORE, the undersigned will hold Bio-Medical Applications of _____ harmless, and pay any judgments or settlements, resulting from lien(s) filed by any supplier of materials or labor in connection with the above referenced project.

COMPANY

By: _____
SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ day of _____, 20_____.

Notary Public

My commission expires:

END OF SECTION