

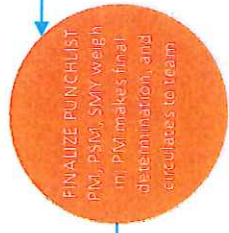
12 – 18 mos

4 mos – 1 year



90% complete

PM Schedules a Close-out Meeting. At 90%, PM schedules a Close Out Meeting that includes the Contractor, Resident Engineer, and PM to determine the status of completion. Discuss outstanding punch-lists, equipment testing, operator training, record documents, final inspection, etc.



Contractor notifies PM that work is complete.



YES

NO

PM prepares Notice of Substantial Completion, accompanied by PUNCHLIST.

Contractor has 30-60 days to remedy. If not, LDs may be assessed.

Contractor notifies PM that PUNCH LIST items are complete. Contractor has 30-60 days to complete.



YES

NO

Contractor provides PM with all Close Out Submittals (Warranties, As Builts, spare parts, Cert of Occupancy, etc.).

Contractor has another chance to complete work; if PM determines still incomplete, Contractor responsible for all subsequent reinspection and meeting costs. Keep going back and forth until complete!!!

PM pays contractor.



CAPITAL PROJECT CLOSEOUT PROCEDURES
4-25-14

LEAD A CLOSEOUT MEETING

- 1) When the project is at 90% complete, schedule a Close-out Meeting. The meeting should include the Contractor, Resident Engineer, and PM to determine the status of completion
- 2) Notify Public Affairs of the upcoming completion, and keep them informed throughout the process
- 3) Remind the Contractor to submit all outstanding change orders, claims, and time extension requests by the final date as required by the contract before the Work is 95% complete
- 4) At the Closeout meeting the PM will lead the discussion on close-out procedure and responsibilities of the Contractor and the City
- 5) The PM will prepare and bring to the meeting a list of actions that are still open or pending that need to be resolved during the close-out period. Such actions may include, but are not necessarily limited to, equipment testing, operator training, record documents, final inspection, administrative activities, and documentation of final quantities and outstanding billings/financial issues

PREPARE FOR SUBSTANTIAL COMPLETION

- 6) With the application for payment, contractor must submit a statement of all Change Orders, Modifications, claims, and time extension requests BEFORE substantial completion
- 7) Contractor must notify the Project Manager in writing that the Work is substantially complete and ready for inspection
- 8) Upon receipt, the Project Manager, PSA Manager, and Resident Engineer (RE) will make an inspection to determine the status of completion
- 9) During the inspection, if the PM determines the Work **IS NOT** substantially complete; the PM will notify Contractor with a written deficiency list of all items that shall be completed before the City considers the Work substantially complete
- 10) Contractor shall remedy all deficiencies as identified and notify the PM, in writing, when the Work is ready for re-inspection to determine Substantial Completion
- 11) Failure to complete this requirement within the time allowed for substantial completion (30-60 days, per contract terms) will result in liquidated damages being assessed
- 12) If the PM concurs that the Work **IS** substantially complete, the PM will prepare a Notice of Substantial Completion, accompanied by a punch list of remedial work items to be completed or corrected
- 13) If the Work **IS NOT** substantially complete, the City Representative will follow the same procedure as for the first inspection, and Contractor shall reimburse the City for all additional re-inspection costs

 THE WORK IS SUBSTANTIALLY COMPLETE IF:

- 14) The PM and RE deem it to be, AND
- 15) Contractor has submitted:
 - a. written certification to PM that the Contract Documents have been reviewed, Work has been inspected, the Work is complete, including start-up, testing, adjusting, and balancing of equipment and systems, and conforms to the requirements of the Contract; AND
 - b. Certificate of Occupancy from DBI
- 16) At no additional cost to the City, Contractor has restored and replaced, as specified and as determined by the City, material and finishes (with equal quality and matching) that was damaged due to the performance of the Work
- 17) At this time, the PM, PSA Manager, RE, Structural Maintenance Yard (SMY) and Contractor develop the "punch list" of outstanding work required for acceptance.

PREREQUISITES FOR FINAL ACCEPTANCE

- 18) Work on the punch list completed, at no additional cost to the City to Perform final cleaning as specified in contract, with cleaning materials that will not create hazards or property damage, and methods that are compatible with the surface being cleaned, clean the entire work site including the
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adjacent sidewalks and street to curb, in time to prevent dust/other contaminants from staining newly finished surfaces

- 19) Remove all temporary controls, utilities, facilities, field offices, and shed
- 20) Submit the final payment request with releases and an updated final statement with supporting documentation, accounting for final additional charges for extras and liquidated damages for delays
- 21) Submit consent of surety to final payment
- 22) Submit a certified copy of the punch list of remedial items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance by the City
- 23) Failure to complete all punch list items and prerequisites for final inspection within 30-60 days (per contract terms) after Substantial Completion will result in liquidated damages being assessed

FINAL INSPECTION

- 24) Contractor must notify PM all punch list items are complete and the Work is ready for final inspection
- 25) PM, RE, PSA and Yard will make an inspection to verify the status of completion
- 26) If the City Representative determines the Work IS NOT complete or is defective, the PM will notify Contractor, in writing and list remaining incomplete or defective work
- 27) Then Contractor must promptly complete the remaining deficiencies and notify the City Representative, in writing when Work is ready for re-inspection
- 28) If the City Representative finds the Work IS STILL NOT complete, Contractor shall be responsible for all subsequent re-inspection and meeting costs incurred by the City to resolve the remaining issues, and such costs will be deducted from progress payments owed to Contractor
- 29) When the City Representative determines that the Work IS complete and acceptable under the Contract and Contractor has made all required closeout submittals, the City Representative will initiate the final payment recommendation and prepare the Certificate of Completion
- 30) In the event there is a dispute regarding scope items, it shall be elevated to Dawn/Denny

REQUIRED CLOSEOUT SUBMITTALS

31) Prior to the final payment recommendation, the PM shall be furnished with the following administrative close-out submittals, and a transmittal letter detailing submitted elements:

- Project Record Documents, the As-Builts
- Warranties
- Keys
- Spare parts and materials extra stock
- Certificates of Final Inspection and Occupancy
- Evidence of payment and release of liens

PM must package all this together and deliver to Structural Maintenance Yard. The Yard staff will distribute as necessary.

32) Submittals for final adjustment of accounts shall include: Request for Final Payment, and submittal of final statement of accounting, payroll records, and final change orders showing adjustments to the Contract Price

OPERATOR INSTRUCTION

The PM shall coordinate scheduling with Structural Maintenance Yard staff and PSM Manager for on-site instruction of the specific requirements for equipment and systems demonstration and safety, operations, and maintenance training.

RELEASE OF LIENS OR CLAIMS

Before the City issues final payment to Contractor for the Work, Contractor shall sign and deliver to the City a release of liens or claims sworn to under oath and duly notarized. The release shall state that Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Work, including, but not limited to, the foregoing, all payrolls, amounts due to the subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgments.
