

SECTION 01 70 00
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Requirements for overall execution of the Work and closeout of the Contract for Final Payment.
- B. Measurement and Payment
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.02 SUBMITTALS

- A. Submit the following items consistent with the Conditions of the Contract and Division 01 Sections:
 - 1. Record Documents.
 - 2. Written Notification of Substantial Completion.
 - 3. Executed Certificate of Substantial Completion.
 - 4. Written Notification of Final Completion.
 - 5. Spare Parts, Operation and Maintenance Manuals, instructions, schedules, warranties, guarantees, Bonds, certificates, certificates of inspection, and other documents.
 - 6. Final Application for Payment, including accompanying documentation.
 - 7. Executed copy of Final Application for Payment.
 - 8. IC-134 Form.
 - 9. Consent of Surety.
 - 10. Contactor's Affidavit of Release of Liens

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 FINAL INSPECTION

- A. After the cleaning up of the work, premises, and all other areas and structures connected with the performance of the contract, the work as a whole, shall be examined by the Engineer and Owner; and, any workmanship or materials found not meeting the requirements of the specifications shall be identified and included on a punch list given to the Contractor.
- B. The Contractor shall, at its own expense, promptly remove, replace, repair, or otherwise correct the deficiencies with good and satisfactory workmanship and material to the satisfaction of the Owner and Engineer.
- C. In the event that the Contractor does not satisfactorily remove, replace, repair, or otherwise correct the deficiencies within thirty (30) calendar days after receipt of the punch list, the Owner reserves the right to employ the services of other contractors and/or service organizations to conduct the necessary work and deduct any and all associated costs from final payment to the Contractor.

1. The entry of such other agents on the project to perform this work will not relieve the Contractor from any of its warranty, maintenance or start-up obligations.

3.02 PROJECT ACCEPTANCE

- A. The project shall be accepted after the final examination has been conducted and all settlement, defects, damages, etc., discovered during the previous examination have been remedied.

3.03 WITHHOLDING AFFIDAVIT FOR CONTRACTORS - FORM IC 134

- A. All Contractors and Subcontractors are to present this form when final payment is requested.
 1. Upon completion of the project, the Contractor is to complete the form and send it to the Minnesota Department of Revenue for certification.
 2. Upon verification by the Department of Revenue (usually one-day) it is signed, dated and returned to the Contractor if in compliance with the withholding laws.
 3. If certified, final payment can then be made to the Contractor.
 - a. Five (5%) percent of the payment will be withheld until 30 days after the signed Affidavit is approved by the City Council.

3.04 EXEMPTION FROM SURETY DEPOSITS FOR OUT OF STATE CONTRACTORS - FORM SD-E

- A. After entering into a contract for a project in excess of \$50,000, a non-Minnesota Contractor will have to file form SD-E with the Minnesota Department of Revenue who will then determine if the Contractor is exempt from the 8% surety deposit requirements.
 1. Exempt Contractors
 - a. The Department will certify the form and return a copy to the Contractor, who will then be responsible for providing a copy to the City.
 2. Non-Exempt Contractors
 - a. The Department will notify the City to withhold the 8% surety deposit from each partial payment made to the Contractor.
 - b. The Minnesota Department of Revenue will retain the surety deposits until the Contractor's state tax obligations are considered fulfilled.
 - c. The Department will refund, with interest, any amounts held as surety.

END OF SECTION