

FULL MAINTENANCE RELEASE FROM LPA TO CONTRACTOR

Attn.: _____

Re: **Full Maintenance Release**
PROJECT NO: _____
COUNTY: _____

Dear Sir/Madam:

Reference is made to your contract with the _____,

Subject to the provisions and requirements of the contract, this is our formal notice that you are hereby conditionally released of further maintenance and public liability, on items of your contract completed in accordance with the contract, effective _____.

Final acceptance is being deferred until all duties and obligations imposed under the contract have been fulfilled; except for necessary remaining measurements and computations essential to the final estimate, and for final payment.

As provided in the contract, in the event items of work are found to be deficient, or defective as evidenced by unsatisfactory test reports of materials incorporated into the work, you are to assume full responsibility for corrective measures, and are to reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

Sincerely,

Cc:
State LPA Engineer – MDOT 77-01
State Construction Engineer – MDOT 73-01

Central Records – MDOT 89-01
District Engineer – MDOT
District LPA Coordinator – MDOT

PARTIAL MAINTENANCE RELEASE FROM LPA TO CONTRACTOR

Attn.: _____

Re: Partial Maintenance Release for Plant Establishment
PROJECT NO: _____
COUNTY: _____

Dear *Sir/Madam*:
Reference is made to your contract with the _____,

Subject to the provisions and requirements of the contract, this is our formal notice that you are hereby **conditionally** released of further maintenance and public liability, on items of your contract completed in accordance with the contract, *except plant establishment*, effective _____.

While waiting for specified growth and coverage of vegetation, daily charges of liquidated damages, if applicable, will be administered in accordance with Subsections 108.07 and 210.01.

The contractor will retain responsibility for plant establishment and all maintenance and repairs appurtenant thereto until satisfactory growth and coverage is achieved. When growth and coverage of vegetative items have been obtained, a final inspection of all items related to plant establishment will be scheduled.

Final acceptance is being deferred until all obligations imposed under the contract as well as all necessary remaining measurements and computations essential to the final estimate for final payment have been fulfilled.

Sincerely,

Cc:
State LPA Engineer – MDOT 77-01
State Construction Engineer – MDOT 73-01
Central Records – MDOT 89-01
District Engineer – MDOT
District LPA Coordinator – MDOT
