Management of Construction Manual

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Construction

The Consultant(s) shall furnish general administration for each construction Contract awarded for the project until final completion and acceptance by the Fund for construction of the project, including services throughout the guarantee period.

Construction Orientation Meeting: The Orientation Meeting is held to review the purpose, goals, organization and Contract requirements as related to the project. The meeting affords an opportunity for those individuals who will be working together to become familiar with each other, clarifying the responsibilities of each party.

The meeting will be chaired by the Consultant and is usually held at the project site. Attendees will include Fund personnel, Consultant’s representative, General Contractor (designed mechanical, electrical, and other proposed principal subcontractors as required), and a representative of the University/College if applicable. A representative of the Federal Government (or any other relevant potential sponsor) may be present if a Federal project is included.

The purpose of the meeting will be to review:

- The administrative aspects of the construction phase.
- An overview of the project, drawing attention to any particular aspect or special condition associated with the project, along with a generic discussion of the Contractors proposed overall construction schedule. Special attention is to be given to contractual phasing requirements.

This meeting is also for the implementation of solutions to the coordination of issues related to maintenance and control of pedestrian and vehicular traffic, construction fencing (long and short duration), safety, Contractor’s control to the site, parking, temporary utilities, etc.

Correspondence, Reports Construction Phase Submittals

COMMUNICATION BETWEEN FUND, CONSULTANTS, AND CONTRACTOR: The Consultant and the Contractor will communicate directly with each other unless directed otherwise. Copies of all correspondence are to be issued to the Fund Project Coordinator on all matters.

The Consultant, as the Fund’s Representative, will provide determinations of the content/intent of the technical plans and specifications.

The Consultant has the sole responsibility for receiving and acting upon all technical submittals of all types, including samples, shop drawings, catalog cuts, brochures, test data, etc. For interpretation affecting Contract cost and/or material substitution, prior concurrence of the interpretation must be obtained from the Fund.

It is the Consultant’s responsibility to monitor the Contractor’s scheduling of submissions.
There are particular items for which the Consultant should instruct the Contractor to submit, simultaneously to the Fund Project Coordinator at the time the originals are sent to the Consultant: These items are as follows:

1. **PROJECT SCHEDULE:** An initial bid day project schedule is required from the apparent three lowest bidders 48 hours after the opening of bids. The bid day schedule shall be a working plan of significant activities of the work. See the Fund’s Information For Bidders for additional information.

   After receipt of the Notice of Award (NOA) but before receipt of the Notice to Proceed (NTP), the Contractor shall submit a project schedule defining the Contractor’s planned operations for the entire project or for the first 120 days (depending on the type or size of the project). See the Fund’s General Requirements. A complete schedule, including the time-scaled logic diagrams, narrative, summary schedule, manpower schedule if applicable and activity reports shall be submitted after receipt of the Notice to Proceed but before processing the second progress payment application. See Project General Conditions Section C Special Conditions, Project Schedule for additional information.

   The Contractor’s provided schedule is reviewed for constructability and conformity to the Contract requirements. Therefore, if the Contractor chooses to accelerate the project’s completion date from the contractual completion date, the Fund realizes that it is everyone’s benefit to progress a project schedule as efficient and timely as the Contractor deems appropriate. It should be noted that the Contractor’s schedule does not change the contractual completion date. The project schedule is to be reviewed by the Consultant and forwarded to the Fund with comments. The Fund will respond to the Consultant with the Fund’s review prior to responding to the Contractor. The project schedule must indicate the Contract completion date.

2. **CONTRACT BREAKDOWN and PAYMENTS** Prior to submitting an initial payment, the Contractor must obtain access to the Fund’s Contract Management Reporting System (CMR). Once signed up in CMR, the Contractor can submit a Schedule of Values for the purpose of tracking Contract completion and payment. The breakdown shall provide sufficient detail on one page, as required by both the Consultant and the Fund, to have a full understanding of Contract progress. If the scope and size of the project does not allow enough detail to be provided in the Schedule of Values, supplemental details shall be shown using the Fund’s DC-5 form (Appendix Item 1).

   In general, the Fund only pays for work in place, and the Contract breakdown should only reflect these types of activities, with the exception of bonds. Bonds should be listed as Item 1 on the Schedule of Values; proper proof of payment of the bonds as required by the Fund shall be provided before payment of said item. The guarantee item, if required by the Contract, shall be listed as the last item. Any deviations to this format as requested by the Contractor, shall have the approval of both the Consultant and the Fund. The Contract breakdown should be forwarded to the Fund with recommendations. The Consultant must have the Fund’s concurrence of the Contract breakdown prior to approval.
After review of the Contractor’s Contract Breakdown and the Consultant’s recommendation, the Fund will advise, in writing, the Consultant of its decision. This decision will be communicated, in writing, by the Consultant to the Contractor.

3. **LIST OF PROPOSED SUBCONTRACTORS AND VENDORS:**
   All subcontractors are approved by the Consultant but only with Fund’s concurrence with the exception of the subcontractors designated by the Fund in the Notice of Award. The General Contractor is responsible to submit a complete subcontractor’s listing with qualification within 30 days of Notice of Award.

4. **COST PROPOSALS:** (See Change Order / Field Order Section for more detailed information).

5. **CLAIMS:** (See Claims and Disputes). When a Contractor reserves his rights and submits a claim, the Consultant must then review the claim and provide comments and recommendations to the Fund. No copy of this correspondence is sent to the Contractor or the Campus. The Fund will review the Consultant’s recommendations and respond.

**COMMUNICATION WITH BONDING COMPANY:** No communication should be sent by the Consultant employed by the Fund to a Contractor’s Bonding Company unless such a letter has been approved, in writing, by either the Fund’s Counsel or Assistant General Manager, Office of Construction Management.

**REPORTS TO THE FUND:** The Consultant must submit the following reports to the Fund:

- Log of shop drawings and sample submittals (*Substitutions and equivalents must be identified*) - Monthly
- Daily Field Reports - As Requested
- Open Item Log at Project Meetings
- RFI Log at Project Meetings
- Log of required tests – At onset of project, updated as requested
- O&M Training and Commissioning Requirements – As requested

The format for each respective report shall be submitted by the Consultant within the first 30 days to the Fund for approval.

**CONSTRUCTION PHASE REVIEW OF SUBMITTALS:** For all Fund projects which include a liquidated damages clause, every effort is to be made to avoid situations that would stimulate claims for delay or impact to be made against the Fund. Such claims nullify the effectiveness of the liquidated damages clause and cause untenable delays in construction.

During the construction phase, shop drawings and other submittals of the Contractor are to be reviewed and, when acceptable, approved promptly. Shop drawings are to be reviewed as quickly as possible after their receipt and approval letters sent to the Contractor immediately when such drawings and other submittals are acceptable.
When shop drawings and other submittals are found unacceptable or incorrect, their rejection should be prompt, complete and documented. Whenever shop drawings and other submittals do not meet Contract requirements, the Consultant is to notify the Contractor immediately, in writing, with a copy of the notification to the Fund.

FULL-TIME SUPERINTENDENT: Section 2.06 of the Contract requires a full-time superintendent. In his absence, an individual must be named, acceptable to the Consultant and Fund, having authority to receive and execute instructions given by the Consultant or its representative. The full-time superintendent with qualifications must be submitted to the Consultant and the Fund for acceptance.

JOB MEETINGS: Job meetings are to be scheduled and conducted by the Consultant at least bi-weekly and more frequently, if deemed necessary. The Consultant representative, subconsultants (as stipulated in the Consultant’s Agreement), the Fund Project Coordinator, the Contractor and subcontractor or subcontractors (as requested) are to attend. A representative of the University/College may also participate, as an observer. Meeting minutes are to be issued by the Consultant.

BACKCHARGE: When a Contractor fails to perform what the Consultant considers Contract work, the Consultant must direct the Contractor, in writing, to perform the work prior to taking any other action to complete the work. The Consultant must obtain prior approval from the Fund before such a letter is transmitted to the Contractor (see Item 10 of Appendix for sample letter).

ASBESTOS ABATEMENT: The Contractor will be required to provide substantial documentation, in duplicate, for Asbestos Abatement work. Appendix Item 11 is an Asbestos Material Removal Fact Sheet that must be completed and submitted to the Fund prior to any work commencing on asbestos abatement. In addition to this Fact Sheet, the Contractor will be required to provide documentation relative to the required notification, tests, licenses, approvals, certifications, etc., that are required by specifications for the project.

Prior to the commencement of work involving asbestos demolition, removal and/or renovation, the Contractor must submit to the Fund the name of its on-site asbestos supervisor responsible for such operations, together with documentation that such supervisor has completed an Environmental Protection Agency approved training course for asbestos supervisors. A Pre-Abatement Meeting will be held prior to commencement of work. This information must be recorded on the Asbestos Material Removal Fact Sheet (Appendix Item 11).

REMOVAL AND DISPOSAL OF CONTAMINATED MATERIAL: Projects that require the removal and disposal of regulated material such as mercury, PCB Transformers, contaminated duct work, hazardous and non-hazardous contaminated material, etc. will require detailed record keeping. Appendix Item 12 is a fact sheet for record keeping on these types of projects. The actual records that should be kept in the project files will vary, depending on the project and type of material removed. The fact sheet should be completed by the Fund Project Coordinator from information supplied by the Contractor and the Consultant.
SALES AND USE TAXES AND EXEMPTIONS: Under the Fund’s lump-sum contract, all supplies and materials incorporated into the project are exempt from all local and State sales and compensating use taxes, unless stated otherwise by the Fund.

No sales tax exemption certificate or other certificate is required to be issued by the Fund for such exemption. However, under the requirements of the New York State Department of Taxation and Finance (518-457-5431 or www.tax.ny.gov), each Contractor must file a request for Tax Exemption Certificate (Form ST-120.1) which it will be required to supply to its vendors and subcontractors.

CHANGE AND FIELD ORDERS: Fund procedures are intended to minimize the number of change and field orders. All change and field orders must be authorized by the Fund in writing. **No action should be taken by the Consultant to solicit proposals for changed work from the Contractor without prior approval of the Fund.**

Whenever feasible, changes must be priced before work is authorized. In the case of emergency or under conditions where the scope of work cannot be determined in advance without causing unacceptable impact to the progress of the work, the Fund will direct the Consultant to issue an Authorization to Proceed letter. Proceed Orders are issued only when time is of the essence and proper staffing of an anticipated change will materially impact the completion of a project or result in additional costs to the Fund. The accepted form for such a letter appears in the Appendix of this document (Item 9).

Prompt payment for all work satisfactorily completed is Fund policy. Therefore, timely processing of change and field orders is required so as to not impede job progress. This necessitates the Contractor to submit a complete package with breakdowns for processing.

Information copies of all correspondence between the Consultant and the Contractor regarding change orders and field orders are to be furnished concurrently to the designated Fund Project Coordinator and the field office. After a change has been authorized in principle by the Fund, the Consultant must request the Contractor to present a proposal showing a detailed breakdown of items of work including an overall value for labor and material and the portions of work to be done by the Contractor and/or Subcontractors. **Unsupported lump-sum quotations are not acceptable.** Where appropriate, Contract unit prices should be utilized and identified as such.

The Consultant must review the Contractor’s proposal for reasonableness of the itemization, quantities and prices and for Contract compliance. If the proposal is acceptable, the Consultant should submit the proposal together with their review and recommendations, to the Fund’s Project Coordinator to obtain authorization to either prepare a formal change order/Field Order approval. The Letter of Recommendation should include the following items:

a. Statement describing the change.
b. The reason for the change.
c. A copy of the detailed quotation (proposal) submitted by the Contractor, suppliers, and subcontractors.
d. The Consultant’s stated evaluation of the reasonableness of quantities and price in accordance with Sections 2.04, 2.05 and 4.02 through 4.05A of the Contract.

e. Attachment of, or reference to, supplementary data such as descriptive literature, sketches, revised drawings, etc

f. The Consultant’s recommendation for an extension of time (which the Contractor must have explicitly requested in writing for a specific period).

g. An indication as to whether the change will require work of other trades and if so, whether work will involve additional costs, changes or credits.

h. Recitation of form, agent and date of advance authorization by the Fund.

i. Any other pertinent data.

**The Contractor is not to be copied with the Consultant’s letter of recommendation to the Fund.**

The Fund will electronically transmit change orders, to the Consultant. The Consultant will sign three (3) copies and transmit same to the Contractor directing same to sign all three (3) copies and to return all originals to the Change Order Section of the Fund. Upon approval of the change order, approved copies will electronically be transmitted. For Field Orders, the Fund will electronically transmit the authorization letter to the Contractor. The Contractor can then request payment for any completed work via the Contract allowance.

The change/field order form contains the cost and a description of the work with reference to applicable drawings. Necessary deletions from and/or additions to the specifications should appear in the body of the change/field order under the “Description of Change” portion or on a separate attached sheet.

The total amount shown on the body of each change/field order, including those computed on the basis of unit prices, is to be a lump sum.

After a change order has been processed by the Fund, the Fund will forward two copies to the Consultant, who, in turn must retain one copy and deliver one to the Contractor.

Change and field orders that have been approved by the Fund and processed by the NYS Office of State Comptroller (OSC) will appear on the Fund’s Contract Management Reporting system (CMR).

**CLAIMS AND DISPUTES:** If a Contractor maintains that any work being performed is extra work to the Contract and the Consultant does not agree with the Contractor’s position, the Contractor must follow the procedures outlined in Article II, Section 2.03 of the Contract. The Contractor must also follow these procedures if he believes any action by the Consultant or the Fund is contrary to terms and conditions of the Contract.

When a Contractor fails to perform what the Consultant considers Contract work, the Consultant must direct the Contractor, in writing, to perform the work prior to taking any other action to complete the work. The Consultant must obtain prior approval from the Fund before such a letter is transmitted to the Contractor (see Item 10 of Appendix for sample letter).
Payments and Reimbursements

It is policy of the Fund to ensure prompt action is taken on requests for payment. The following procedure has been established to expedite Contractor’s Monthly Applications for Payment.

Contractor and Consultant payments are handled using the Fund’s web-based Contract Management Reporting System, also known as CMR. See attached for a PowerPoint presentation on access, setup and use of the CMR system. Any questions regarding these procedures or the payment request process should be directed to your SUCF Construction Project Coordinator.

CONTRACTOR’S MONTHLY REQUESTS: At the joint review sessions, both the Contractor’s and Consultant’s representative must have authority to commit their firms in reference to approval of monthly payment applications.

For the review session, the Contractor should prepare the draft requisition (a.k.a.: pencil copy) in such a way that all items have necessary backup data and all computations are accurate. A thorough understanding of Fund procedures and adherence to them will avoid delay in the processing of requisitions by the Fund Controller, and in subsequent payment by the State Comptroller.

INITIAL REQUEST: Three approvals are required before a Contractor’s first monthly request for payment may be processed. They are: (1) approval of the Contract by the Fund, and assignment by it of a Contract number, (2) MBE/WBE Program, and (3) required Contractor’s insurance must have approved by the Fund.

REGULAR MONTHLY PAYMENT MEETINGS: In general, monthly payment meetings are held at approximately the same time each month at the jobsite. It is encouraged that a payment meeting be held in conjunction with a bi-weekly project meeting.

Approximately five working days prior to the monthly payment meeting the Contractor shall prepare and review on site a draft copy (a.k.a.: pencil copy) of the payment application with the Consultant/Site Representative. Draft copy is to include Contract Breakdown, Change and Field Orders, and any appropriate Requisition Work Sheet DC-5’s. Initial comments and questions by the Consultant should be addressed at this time.

At the ensuing monthly payment meeting a final review of the application will be performed by the Fund and the Consultant(s). The Contractor will have prepared three copies of its payment application which is to include all pertinent payment forms.

The Contractor prepares the Monthly Application as follows: The certificate page (CF-C1) and detail worksheets (DC’5’s) where applicable will be filled in and signed, as verification, by the Consultant and Contractor before the meeting is adjourned. The Fund Project Coordinator should leave the payment meeting with two executed Payment Forms that will be returned to the Fund’s main office for processing. It is not the intent for payment applications to be mailed back and forth from Contractor to Consultant to the Fund.
**PAYMENT FORMS:** The Contractor’s Monthly Application for Payment is to be made used by the Fund’s Contract Management Reporting (CMR) System.

**CF-C1** Statement of Account (*generated by the electronic CMR system*) – Contractor’s Monthly Application for Payment (Date of Contractor’s signature cannot be prior to the work period ending date). Form requires a notarized contractor signature.

**CF-C1A** Payment Summary Report (*generated by the electronic CMR system*) – A detailed summary of the payment application.

**CF-C2** Contract Breakdown / Schedule of Values (*generated by the electronic CMR system*). The Requisition Worksheet, DC-5 Form, is a backup form which may be used to provide a detailed breakdown of items listed on CF-C2.

**CF-C3** List of Change Orders (*generated by the electronic CMR system*). This is a supplemental form to the requisition, for listing of all change orders that have been executed. Only fully executed Change Orders are to be listed.

**CF-C11** List of Field Orders (*generated by the electronic CMR system*). This is a supplemental form to the requisition, for listing of all field orders that have been executed. Only fully executed Field Orders are to be listed.

**CF-C4As** Wage Rate Certifications. These are payment affidavits required by the New York State Department of Labor pursuant to Section 220-a of the Labor Law, and must be completed in duplicate with original signatures. These forms are required from the General Contractor, all subcontractors and sub-subcontractors performing work under the Contract. One copy is for the Fund Accounting Unit, and a third copy must be placed in the Fund project file. **These forms are only required on the final payment and the guarantee payment when work is performed during the warranty period.**

**CF-C5** Verification of subcontractor(s) payment from previous payment application. This form is required only for the third set when requested by the Fund Project Coordinator. Each subcontractor who has received payment from the previous requisition must file one. The Requisition Number on the form references the General Contractor’s payment application number.

**CF-C7A** Summary of Subcontractors and Sub-subcontractors. (**Submit in duplicate with final payment only.**)

**CF-C8** Minority/Women’s Business Enterprise Program Payment Report (*generated by the electronic CMR system*). Each payment application shall include Detail of Payments to MBE/WBE Subcontractors and Suppliers, Form CF-C8. The Contractor shall transfer all information to this form relative to MBE/WBE Subcontractors and suppliers. If no payment is due to one or more listed subcontractors or suppliers enter “None” in the appropriate space.

**C-5** Final Release. Submit in duplicate with final payment or at a time as determined by the Fund Project Coordinator.
In summary, two (2) original sets of the completed payment forms, with backup, as required, must be submitted, with original signatures, by the contractor to the Fund Coordinator, as shown in the table below.

“Foreign Contractors” as defined by Section 4.15 Paragraph (d) of the contract are additionally required to submit, as part of each initial and final contract payment request, a certificate from the New York State Tax Commission stating that all New York State taxes have been satisfied.

TABLE 3
PAYMENT FORMS IN ADDITION TO ELECTRONIC PAYMENT APPLICATION

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Backup data may include DC-5, or approved equivalent, as requested by the consultant or the Fund. Additional documents may be requested to substantiate a request for payment and any certifications required for payment of materials stored off the job site.

INSURANCE RENEWALS: If any component of insurance coverage lapses during the contract, the contractor’s monthly payment will not be processed.

Asbestos Abatement Insurance – The contractor shall notify the consultant when asbestos abatement work has been completed by the contractor. The consultant reviews work and if finalized issues letter to Construction Project Coordinator stating asbestos abatement work has been completed. Copy will be forwarded to SUCF Controller’s Services and SUCF Counsels Office to eliminate need to renew asbestos abate insurance.

PAYMENT FOR MATERIALS: Payment for materials delivered to site will be in accordance with Section 4.12 of the Construction Agreement. Payment for materials stored off-site will be in accordance with Section 4.14. The Contractor shall notify in advance, prior to the payment meeting, that materials stored off site will be requisitioned for. It is the Contractor’s responsibility to coordinate and provide assistance to the consultant for verification of materials stored off site. For materials stored off-site a Certificate of Liability Insurance that includes Builders Risk with Broad Form Extended Coverage Endorsement must be completed. The form to be used can be the ACORD 25 or an industry equivalent, see Appendix Item 13 for sample of the ACORD 25.

SUBSTANTIAL COMPLETION: When the project is substantially complete, in accordance with the provision of Section 4.10 of the Agreement, a final inspection is to be conducted in accordance with the provisions of the Section entitled “Closeout of Construction Contracts.” At that time the Consultant shall prepare a list of all uncompleted, unaccepted and corrective work to be performed together with the estimated value thereof. After approval of this list by
the Fund, the Contractor’s retainage may be reduced to the cost of performing the work on the list plus an amount necessary, in the Fund’s judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Before such payment is to be made, the following items must be addressed. The Checklist for Substantial Completion, form CF-C6, Appendix item 19, may be utilized to expedite this process.

**KEYS:** The Fund Project Coordinator has verification that the door keys, keyboards and master keys have been received by the campus.

**MONEY DUE TO THE CAMPUS:** All water, power, fuel, telephone and other outstanding bills due to the Campus have been satisfied.

**OPERATING INSTRUCTIONS AND SPARE PARTS LISTS:** Basic mechanical and electrical systems of the project and all special equipment, complete operating instructions and spare parts lists have been formally transmitted to the campus.

**BONDS, WARRANTIES and GUARANTEES:** The Construction Project Coordinator has obtained verification that, as required by the SUCF Agreement, all bonds, guarantees and warranties exceeding the normal one-year guarantee period have been received by the Campus. All guarantees and warranties shall identify the respective SUNY Campus as the Owner.

**CHARTS AND DIAGRAMS:** Wiring diagrams, valve charts and other charts or diagrams required by the specifications must be framed under glass and mounted on the walls in the mechanical and electrical equipment rooms as required by the Contract.

**OPERATING TESTS:** All required tests must be been made and the results furnished to the Fund, the Campus and the Consultant prior to the turnover of projects. Especially important are the results of life safety tests and their certification. The Consultant is responsible for turning over to the Fund a testing log and respective test reports at the completion of the project.

**RELEASE:** The Contractor must provide an executed C-5 Final Release, Appendix Item 7, which accompanies the final application for payment.

**RECORD INFORMATION FROM THE CONTRACTOR:** The Consultant has received from the Contractor all record information required by SUCF Agreement Section 2.24 - Record Drawings and General Requirements.

**CAMPUS PERSONNEL TRAINING / DEMONSTRATIONS:** Mechanical, electrical systems and equipment have been demonstrated to the Campus operating personnel, in the presence of the Contractor and under the supervision of the consultant. Operation and Maintenance Manuals must be submitted by the Contractor, reviewed and approved by the Consultant and turned over to the Campus prior to scheduling training/demonstrations.

**PUNCH LIST:** The Consultant, Sub-Consultants, Contractor, Fund Project Coordinator, and a representative of the Campus have verified by inspection that the final punch list
has been established. The punch list must be incorporated into SUCF final acceptance.

**RECORD OF TRANSMITTALS:** The consultant must document, in detail by formal letter(s) of transmittal, every item that it is required to be transferred to the Campus. An information copy of each transmittal must be furnished to the Fund Project Coordinator as evidence that the material has been transmitted.

**FINAL PAYMENT:** For projects that do not include a guarantee payment, the term “Final Payment” is used for processing an application for payment when all work has been accepted, excluding guarantee obligations, judgments, claims or liens against the contractor. When processing “Final Payments” please follow the instructions below for the Electronic Payment Application. In CMR system, the Last Payment check box that is located on the Basic Data tab needs to be checked to process the final payment.

**WAGE RATE CERTIFICATIONS:** Contractors are required to submit the following prior to or at final application for payment:

- CF-C4A1 - Prime Contractor's Certification, Appendix Item 3
- CF-C4A2 - Subcontractor’s Certification, Appendix Item 4
- CF-C4A3 - Sub-subcontractor’s Certification, Appendix Item 5
- CF-C7A - Summary of Wage Rate Certification, Appendix Item 6

Failure to furnish the required forms will result in the inability of the Fund to process the final payment.

The following outlines the final certification and reporting procedures required to implement Chapter 698, Laws 1988 (Labor Affidavits) for all public improvement contracts.

1. The Prime Contractor must provide each subcontractor with a copy of the schedule of wages and supplements specified in the Contract before the subcontractor’s work is started.

2. The Prime Contractor must immediately obtain the subcontractor’s certification. Such certification must be submitted by the prime contractor prior to or with the final payment, see form CF-C4A2 - Subcontractor’s Certification - Appendix Item 4.

3. If a sub-subcontractor is involved, it is the subcontractor’s responsibility to obtain the certification from the sub-subcontractor that he/she has in fact received the wage rates contained in the subject project. The Prime Contractor must immediately obtain the sub-subcontractor’s certification from the subcontractor which must be submitted by the Prime Contractor with the final payment. See CF-C4A3 - Subcontractors Certification – Appendix Item 5.
4. If revised schedules of wages and supplements are published, the Prime Contractor must provide each subcontractor with such revised schedules and obtain a revised subcontractor’s certification, and the subcontractor must follow the same procedure with each sub-subcontractor. Revised schedules must be obtained for each updated wage rate period when the respective contractor is working on site.

5. Sub-subcontractor’s certification, subcontractor’s certification, and Prime Contractor’s certification must be submitted to the Fund prior to or with the Prime Contractor’s final payment request. Failure to obtain and provide the required certifications will impact the Contractor’s final payment.

Updated wage rates are to be obtained by the Prime Contractor at the time they become effective from the Department of Labor. Wage rates will be posted at the Department of Labor’s website: http://www.labor.ny.gov/home/

It is the Prime Contractor’s responsibility to provide the wage rate updates to every subcontractor and obtain all certifications as described in paragraph 4 above. The Fund is not responsible for issuing wage rate updates after the project is bid.

Additionally, the Prime Contractor is responsible for obtaining and collecting the certifications. Prior to or for the final payment, a CF-C7A - Summary of Wage Rate Certification will be required and the certifications from the subcontractors and sub-subcontractors listed must be attached.

Final payment will not be made without these certifications and it is recommended that three originals be obtained promptly by the prime contractor at the time a subcontract is executed. Please note that sending the Fund a copy at the time of certification does not relieve the Prime Contractor from the responsibility of attaching all original certifications to the final payment.

When project completion has been verified, the Contractor must submit the final application for payment including CF-C4A1 accompanied by C-5 - Release Form.

PRIME CONTRACTOR’S CERTIFICATION FROM GENERAL CONTRACTOR: The General Contractor must submit a Prime Contractor’s Certification (Ref. CF-C4A1 Item 3) for its work on the final payments. The payroll period ending date must cover the time period of the payment.
Closeout of Construction Contract

GENERAL
Except where the Campus requires partial acceptance or possession prior to completion of the contract, the steps detailed in this section of this manual entitled “Final Payment” will apply.

The following guidelines are intended to standardize Fund procedures for closeout of construction Contracts and are published for the information and guidance of Campuses Consultants, Contractors and the Fund.

Final inspections are made before turning over a project to Campus control. Guarantee inspections are made near the end of the guarantee period, normally just prior to one full year after formal acceptance of the project by the Fund and project turnover to Campus control.

COMPLETION AND ACCEPTANCE

SUBSTANTIALLY COMPLETE: When all Contract work is substantially complete and the project can be utilized for its intended purpose the Contractor must submit a letter to the Director of Construction, copied to the Consultant, stating that the project is ready for inspection. If a building permit has been issued on the project, see section Certificates of Occupancy below for required documentation.

FACILITY READY: The Consultant and the Fund Project Coordinator have jointly determined that the facility is prepared for final inspection.

INSPECTION AND PUNCH LIST DEVELOPMENT: The process of developing and issuing the punch list will vary depending on the scope, value and type of project. Projects with limited scope and value may condense process into fewer phases. Projects with vast scope and value may expand process into several phases. The following provides an outline for developing the punch list:

1. The Consultant must prepare a complete list with explicit descriptions of all uncompleted work for the project. Concurrently, the Consultant shall have all sub-consultants prepare a complete list with explicit descriptions of all uncompleted work for the project. The list must be issued as a single uniform document from the Consultant incorporating items provided by all sub-consultants. The list of deficiencies will be utilized for a final inspection walk through by the Fund, Campus, Consultant, Sub-consultants and Contractor.

2. The Campus, Consultant, Contractor and Fund must review the list independently or as a group prior to or while physically inspecting the project.

3. The inspection shall be performed as follows:
   - Roof
   - Interior space
   - Mechanical and electrical systems
   - Exterior
   - Site work
4. After the inspection has been completed, any new items discovered during the inspection will be added to the list. The uncompleted work list, as amended during the inspection, should be reproduced by the Consultant and furnished to the Contractor, the Campus and the Fund. If necessary, the Campus, Consultant, Sub-consultants, Contractor, and Mechanical and Electrical Subcontractors will assemble for a meeting conducted by the Fund representatives. Questions will be addressed concerning incomplete or missing items and punch list completion schedule. The Fund will utilize the list of items as the basis for the final acceptance punch list. It shall be the choice of the Fund as the result of the inspection to make the decision to accept the facility from the Contractor. Additional punch list items shall not be added after the Fund has issued the punch list with the “Final Inspection and Acceptance” letters. The Contractor must complete the punch list prior to the end of guarantee and before receiving final payment.

Items will not be added to the punch list after final inspection. In the event a defect develops or is discovered subsequent to final acceptance, the issue will be identified as a guarantee item. Guarantee items are to be resolved as soon as possible, during the guarantee period.

The heating, ventilating and air conditioning systems of a building may not be effectively balanced until the building is fully occupied. Preliminary balancing may be required ahead of the final inspection, may be required. Final balancing of these systems may be considered to be a Contract requirement to be met after final acceptance. All equipment in the building must be running during the walk-through.

The Campus will be given the opportunity to acknowledge the Final Inspection and Acceptance, but concurrence by the Campus is not required to close out a project.

This procedure will be modified, as required, depending on scope and size of project.

**CONTRACT REQUIREMENTS:** Conditional to the scope and value of the project, the Contract documents will require various forms of documentation and inspections required for final acceptance of a project. Therefore, each project will entail development of a unique process leading to final acceptance. The process may include, and not be limited to:

- Demonstration of equipment
- Development and review of operation manuals
- Testing
- Development and review of record drawings
- As built drawings
- Warranties
- Commissioning electrical, mechanical and plumbing systems
- Coordination of commissioning agent requirements

**PARTIAL ACCEPTANCE:** Contracts which include multiple buildings, phased construction, rehabilitation of limited areas of buildings, or site utility work may be partially accepted using the procedure described previously, phase, building segment or specific utility individually.
When a project is ready for final inspection in the winter and the exterior and site work cannot be properly inspected. The Fund will follow the above procedure, excluding exterior and site work for later inspection and turnover.

CERTIFICATES OF COMPLETION OR OCCUPANCY: A project for which a building permit has been issued requires a Certificate of Completion or Certificate of Occupancy to be issued by the Fund - Appendix Item 20. A Temporary Certificate of Completion or Occupancy may be issued for a partial acceptance – Appendix Item 21.

Prior to issuance of a Certificate of Occupancy, the following forms and letters must be completed:

- Completion letter from the Contractor – Appendix Item 17
- Acceptance letter from the Consultant with uncompleted work list – Appendix Item 18
- The Construction Inspection Report – Appendix Item 22
- The Final Inspection Report – Appendix Item 23
- The Fact Sheet – Appendix Item 24

A project for which a Building Permit Waiver has been issued will not require a Certificate of Completion or Occupancy. The Construction Inspection Report, Final Inspection Report, and Fact Sheet are not required for projects with Building Permit Waivers.

PROJECT DELAYS: Timely acceptance and turnover to the Campus and timely execution of project documentation is important. A memo must be included in the project close out documentation for any project which has been accepted more than 6 months after the Contract completion date as indicated in the bid documents

TURNOVER TO THE CAMPUS: The turnover of the project from the Fund to the Campus is documented by formal letters of “Final Inspection and Acceptance.” Turnover of a portion of the project shall be documented similarly.

- Completion letter from the Contractor – Appendix Item 17
- Acceptance letter from the Consultant with uncompleted work list – Appendix Item 18
- Campus Sign-off – Appendix Item 25
- Building Permit Waiver as previously issued or Certificate of Completion or Occupancy and related documents
END OF ONE-YEAR GUARANTEE PERIOD

The one-year guarantee normally starts with the jointly agreed upon date of turnover for each portion of a facility. Approximately, thirty days prior to end of the one-year guarantee period, the Fund shall request the Campus to submit a list of items, in writing, to be considered for inclusion in the Consultant’s formal “guarantee list” to be transmitted to the Contractor. The Fund will provide this listing to the Consultant who in turn will notify the Campus and the Fund of items that are not considered covered by the guarantee and issue the final list to the Contractor. Additional items will not be added once the final consultant/campus guarantee list has been generated. The Campus will be given the opportunity to acknowledge the End of One Year Guarantee Period, but concurrence by the Campus is not required to execute an End of One Year Guarantee Period.

The Consultant or the Fund will, after the Contractor corrects all guarantee deficiencies, schedule the End of Guarantee inspection after coordinating with the Campus and the Fund. If any guarantee items are still not completed at the time of inspection, the Contractor will have to complete all guarantee items before a guarantee payment is made.

Timely completion of work and timely execution of project documentation is important. A memo must be included in the project close out documentation for any project for which End of One Year Guarantee Period letters are dated more than 18 months after the effective date of project acceptance.

The end of the one year guarantee period will be documented by formal letters to the Campus and the Contractor. Prior to issuing formal End of One Year Guarantee letters, all projects require the following documents to be completed and submitted for inclusion in the Contract file.

- Campus Sign-off – Appendix Item 28
- End of One Year Guarantee Period letter to Campus – Appendix Item 29
- End of One Year Guarantee Period letter to Contractor – Appendix Item 30
Publicity and Disclosures

Fund projects frequently are newsworthy. The Fund is interested, not only in cooperating with various news media, but also in utilizing any available material to communicate with the public. Each Fund project is related to other similar projects, to the entire Campus and to the general construction program of the Campus. Coordination of information to be disseminated to the public is required, regardless of the media to be employed. This dictates careful review of any releases, statements, statistics, estimates, utterances, etc. to verify their accuracy and to insure their compatibility with other information.

There may be no disclosure of information regarding Fund plans, Contracts, related matters, etc. without written permission from the Fund. All releases, regardless of their form (news release, photograph, article, speech, press interview, schemes, maps, etc.) must be transmitted to the Fund’s main office, via the Fund’s Project Coordinator, to assure appropriate and rapid approval by the Fund.

You should be aware that the internet is not a completely reliable transmission medium. The State University Construction Fund does not accept any liability for any data transmission errors such as data loss or damage or alteration of any kind, including, but not limited to any direct, indirect or consequential damage, arising out of the use of the Fund’s online system.
# APPENDIX

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## REQUISITION WORK SHEET

CONTRACTOR: ___________________________________________________________  REQUISITION NO. _________________   DATE ENDING _____________

PROJECT NO. ___________   TITLE: ___________________________________________________________________________________  LOCATION: ________________________

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DC-5
CERTIFICATION OF MONTHLY PAYMENT

SUCF Project No. ___________________ Date: ___________________
Project Title: _________________________________________________________________

This is to certify that the General Contractor ______________________________________ has made payment of $                                for work performed by this subcontractor as covered by Requisition No.                    , for the period from ______________ to ________________ inclusive.

____________________________________________________
Name of Subcontractor       Date

___________________________________________________________________________________________________
Signature

General Contractor to complete all blanks at top of sheet and forward to subcontractor with payment. Subcontractor to execute and immediately return to General Contractor for inclusion with next requisition.
New York State Labor Law, Section 220-a
Prime Contractor’s Certification

1. That I am an officer of ____________________________
   and am duly authorized to make this affidavit on behalf of the prime Contractor on Public
   Contract No. ____________________________

2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.

3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the
   project by the Contractor. (Set forth any unpaid wages and supplements, if none, so state).

   Name       Amount
   __________________________________________
   __________________________________________
   __________________________________________

4. That the Contractor hereby files every verified statement required to be obtained by the Contractor from the subcontractors.

5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid the prevailing wages and supplements for their services through ____________, the last day worked on the project by their subcontractor. [Set forth any unpaid wages and supplements, if none, so state and utilize clause 5 (A)].

   Name       Amount
   __________________________________________
   __________________________________________
   __________________________________________

   (5A) That the Contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractors.

   (continued)
6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the Contractor shall be responsible for payment of such wages and supplements pursuant to the provision of Section 223 of the Labor Law.

________________________
Signature

________________________
Print Name

________________________
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF

On this _______ day of ______________________ 20_____________

before me personally came ____________________________________________
to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged that he/she executed the same.

________________________
Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR § 2309(c); Real Property Law, § 311,312).
New York State Labor Law, Section 220-a
Subcontractor’s Certification

1. That I am an officer of _____________________________________________ a subcontractor on Public Contract No. ______________________________ and I am duly authorized to make this affidavit on behalf of the firm.

2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.

3. That on _____________________________, we received from _____________________________________ (the prime contractor) a copy of the initial/revised schedule of wages and supplements Prevailing Rate Schedule Case Number _____________________________ (PRC) specified in the public improvement contract.

4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

____________________________________
Signature

____________________________________
Print Name

____________________________________
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK }
COUNTY OF } SS

On this _______ day of _________________________ 20_______________

before me personally came ______________________________________
to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged that he/she executed the same.

____________________________________
Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR § 2309(c); Real Property Law, § 311,312).

(CF-C4A2)
New York State Labor Law, Section 220-a
Sub-Subcontractor’s Certification

2. That I am an officer of ________________________________ a subcontractor to ________________________ a subcontractor of __________________________, the prime contractor on Public Improvement Contract No. ______________________________ and I am duly authorized to make this affidavit on behalf of the firm.

2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.

3. That on __________________________, we received from _____________________________________ (the subcontractor of the) (contractor) a copy of the initial/revised schedule of wages and supplements Prevailing Rate Schedule Case Number _____________________________ (PRC) specified in the public improvement contract.

4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

________________________________________
Signature

________________________________________
Print Name

________________________________________
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK }                     
COUNTY OF } SS

On this __________ day of __________________________ 20______________

before me personally came __________________________________________
to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged that he/she executed the same.

________________________________________
Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR § 2309(c); Real Property Law, § 311,312).
INSTRUCTIONS: List each subcontractor and/or sub-subcontractor used on this Contract and their last day of work. When submitting your Final and End-of-Guarantee payment applications, attach this form (in triplicate) along with the latest Wage Rate Certifications, in triplicate, for your own firm and each subcontractor and/or sub-subcontractor.

*NOTE: Last day or work must be within the time frame of the latest Wage Rate Certification.

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The foregoing is a true and accurate listing of all subcontractors and sub-subcontractors employed on this Contract to date of completion.

______________________________________________   By ______________________________________________
Legal name of person, partnership or corporation       Signature

_______________________________________________
Name, Title

_______________________________________________
Address   (Street, City)   (State, Zip Code)

CF-C7A
FINAL GENERAL RELEASE

To all to whom these Presents shall come or may Concern, know that

A corporation organized under the laws of the State of ____________, as RELEASOR, in consideration of the sum of:

$ ____________

received from the STATE UNIVERSITY CONSTRUCTION FUND, as RELEASEE, receipt whereof is hereby acknowledged, releases and discharges the RELEASEE, RELEASEE’S heirs, executors, administrators, agents, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, conveyants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASEE’S successors and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, in connection with the construction of the project generally known as

("Project")

The RELEASOR further acknowledges that neither the aforesaid payment nor acceptance by the Fund of the work of the aforementioned Project shall in any way or manner operate as, or constitute a release or waiver of the undersigned’s obligations, undertakings or liabilities related to said Project or in any way affect or limit the same.

The words "RELEASOR" AND "RELEASEE" include all releasors and all releasees under this RELEASE.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has caused this RELEASE to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on ____________

In presence of:

By: ____________

[Signature]

[Signature]

[Signature]

Affix Seal here

STATE OF ____________, COUNTY OF ____________

On ____________, before me personally came ____________, to me known, who, by me duly sworn, did depose and say that deponent resides at ____________, that deponent is the ____________ of ____________, the corporation described in, and which executed the foregoing RELEASE, and that deponent signed deponent’s name thereto by order of the board of directors of the corporation.

________________________________________

NOTARY PUBLIC
**CERTIFICATE OF LIABILITY INSURANCE**

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Policies below. This Certificate of Insurance does not constitute a contract between the Issuing Insurer(s), Authorized Representative of Producer, and the Certificate Holder.

**Important:** If the certificate holder is an Additional Insured, the policy(ies) must be endorsed. If Subrogation is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of endorsement(s).

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**COVERAGES**

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<td>SCHEDULED AUTOS</td>
<td></td>
</tr>
<tr>
<td>HIRED AUTOS</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UMBRELLA LIABILITY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCCUR (CLAIMS MADE)</td>
<td></td>
</tr>
</tbody>
</table>

| WORKERS COMPENSATION AND EMPLOYERS LIABILITY | LIMITS |
| ANY PROPRIETORS/Employers/Executives | N/A |
| OFFICEMEMBER EXCLUDED? | (Mandatory in Item) |
| Y/N | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

(Attach ACORD 191, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

Should any of the above described Policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE**

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The ACORD name and logo are registered marks of ACORD.
Subject: PROCEED ORDER AUTHORIZATION

Gentlemen:

You are hereby authorized to have the following work performed:

Proposal No.

It is understood that the amount of the Contract Consideration is to be increased on a time and material basis for this change by the execution of a subsequent documented change to the Contract.

In order that the Contractor be paid promptly for this work, a detailed proposal must be obtained from the Contractor and submitted promptly with your review and recommendation permitting the issuance of a formal change authorization to the Contract.

Very truly yours,

William E. Held
Director of Construction Management

C: Contractor
Change Proposal File
FORM OF BACKCHARGE LETTER

DATE

Re: SUCF Project No.
Title
Campus

Contractor Name
Address

Gentlemen:

You are hereby directed to perform the following work:

(Describe work and location thereof)

In the event that you fail to comply with this directive within three (3) working days of the receipt hereof, the Fund, under Section 4.06 of the Agreement, will omit said work from your Contract, may have the same performed by another Contractor and will backcharge your Company by the issuance of a credit change order for all costs and expenses it incurs in connection with your failure to comply with this directive. Such work is preliminarily estimated to be valued at (amount in words) dollars ($numeric value) but this amount is not firm and in no way limits the amount of the credit change order(s).

This direction or the issuance of the aforesaid credit change order(s) are without prejudice to any other rights, remedies or claims of the Fund under the Contract.

Very truly yours,

Signed by Consultant or SUCF
ITEM 11

STATE OF NEW YORK
STATE UNIVERSITY CONSTRUCTION FUND

ASBESTOS MATERIAL REMOVAL FACT SHEET

SUCF PROJ NO. PROJECT TITLE DATE

SCOPE OF WORK: ____________________________________________

ASBESTOS CONTRACTOR: GENERAL CONTRACTOR:

Name/Address (if applicable) Name/Address (if applicable)
_________________________________________ ________________________________
_________________________________________ ________________________________
_________________________________________ ________________________________

Phone # Phone #
Contract Awd Amt: Asbestos Lic #: ________________________________
Contract Completion Date: Expiration Date: ________________________________

ASBESTOS ABATEMENT PERSONNEL: (Attach Additional Sheets as Required)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Function</th>
<th>Social Sec. #</th>
<th>Certificate Number</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>5.</td>
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</tbody>
</table>

ASBESTOS ABATEMENT WORK: (Attach Additional Sheets as Required)

<table>
<thead>
<tr>
<th>Bldg. (1)</th>
<th>Removal Location (Bldg./Room)</th>
<th>Material (2) Removed</th>
<th>Quantity (3)</th>
<th>Methods of Removal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<td>4.</td>
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<tr>
<td>5.</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Date Removal Begins: ________________________ Ends: ________________________

Asbestos Carrier: ___________________________ Disposal Site: ___________________________

Phone No.: _______________________________ Phone No.: _______________________________

Hauler Permit No(s): __________________________

NOTE: In addition to the above information, the Contractor shall submit all required documentation as stipulated by the New York State Labor Law Article 30; Part 56, 12NYCRR, which includes a copy of the asbestos contractor license and all asbestos handling certificates, waste transporter permits, disposal receipt acknowledgement, and air test reports (prior, during, and after abatement).
## STATE OF NEW YORK
### STATE UNIVERSITY CONSTRUCTION FUND

#### ASBESTOS MATERIAL REMOVAL FACT SHEET KEY

1. **BUILDING USAGE**
   - A. Administration
   - B. Academic
   - C. Library
   - D. Health/Physical Education
   - E. Dining Halls
   - F. Dormitory
   - G. Mechanical Room
   - H. Steam Tunnel
   - I. Other

2. **MATERIAL REMOVED**
   - A. Acoustical/Decorative Plasters (ADP)
   - B. Fireproofing Materials (FM)
   - C. Troweled Wall/Ceiling Plasters (TCP)
   - D. Mud Joints/Tees (MJT)
   - E. Pipe Covering (List Size Pipe) (PC)
   - F. Boiler/Hot Water Tank Insulations (BHTI)
   - G. Panels/Ceiling Tiles (PCT)
   - H. Transite Panels (TP)
   - I. Vent/Drain Pipes (List Size) (VDP)
   - J. In-Place Gaskets (IPG)
   - K. Vinyl Asbestos Siding (VAS)
   - L. Vinyl Asbestos Tile (VAT)
   - M. Vinyl Asbestos Roofing (VAR)
   - N. Other (Describe) (O)

3. **QUANTITY OF MATERIAL**
   - S.F. Square Feet (i.e. walls, ceiling, structural members, etc.)
   - L.F. Linear Feet (i.e. pipe, etc.)

4. **REMOVAL METHODS**
   - A. Wet
   - B. Dry
   - C. Glovebag
   - D. Tent
   - E. Other
STATE OF NEW YORK
STATE UNIVERSITY CONSTRUCTION FUND

REGULATED MATERIALS DISPOSAL FACT SHEET

<table>
<thead>
<tr>
<th>SUCF PROJ NO./ CAMPUS</th>
<th>PROJECT TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

SCOPE OF WORK: __________________________________________________________

CAMPUS’ GENERATOR NO.: __________________________________________________

GENERAL CONTRACTOR: ________________________________________________

SUBCONTRACTOR: _____________________________________________________

Name/Address: _________________________________________________________

Name/Address: _________________________________________________________

Phone #: ____________________________  Phone #: ____________________________

Contract Awd Amt: ____________________

Contract Completion Date: ______________________

Contract No. _________________________

Listing of Regulated Materials Removed: (attach additional sheets as required)

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty/Units</th>
<th>Method of Disposal</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<tr>
<td>5.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Date Removal Begins: ________________  Date Disposal Complete ________________

Location of Disposal Site(s): Transportation:

Name/Address: _________________________________________________________

Name/Address: _________________________________________________________

Phone No.: ______________________________  Phone No.: ______________________________

Facility Permit No. ______________________  Hauler Permit No. ______________________

Expiration Date: ________________________  Expiration Date: ________________________

Material Testing

Required: ________________________________  Not Required: ____________________________
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative of producer, and the certificate holder.

**Important:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

- **NAME:**
- **PHONE:**
- **FAX:**
- **ADDRESS:**

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>INSURER B</td>
<td></td>
</tr>
<tr>
<td>INSURER C</td>
<td></td>
</tr>
<tr>
<td>INSURER D</td>
<td></td>
</tr>
<tr>
<td>INSURER E</td>
<td></td>
</tr>
</tbody>
</table>

**COVERAGE**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURED</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMMERCIAL LIABILITY</td>
<td></td>
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<tr>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
</tr>
<tr>
<td></td>
<td>GEL AGGREGATE LIMIT APPLIES PER:</td>
<td>POLICY</td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>COMBINED SINGLE LIMIT</td>
</tr>
<tr>
<td></td>
<td>ANY AUTO</td>
<td>ANY OWNER</td>
</tr>
<tr>
<td></td>
<td>ALL OWNED</td>
<td>Hired Autos</td>
</tr>
<tr>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td>OCCUR</td>
</tr>
</tbody>
</table>

**DEED RETENTION**

- Y/N

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

(Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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---

**Or an industry equivalent:**

Include Builder’s Risk with broad form extended coverage endorsement.

Include a description of the material and the offsite location.
| ITEM 14 |

**ADDITIONAL REMARKS SCHEDULE**

- **Agency**: 
- **Policy Number**: 
- **Carrier**: 
- **NAIC Code**: 
- **Effective Date**: 

**Form Information**

- **Form Number**: 
- **Form Title**: 

Use the Acord 101 for any needed additional information that is not on the Acord 25 Form.

Provide the insurance provider’s information.

Refer to the Acord 25 and its associated title.

Provide contractor information.

Provide any additional information in this area. Sample of additional information is: State University Construction Fund as their interest may appear, and their heirs, executors, administrators, successors and assigns to be included as an Additional Insured and Loss Payee. The Builder's Risk insurance policy is written with the broad form extended coverage endorsement, for said materials in amount equal to 100 percent of the value. The loss, if any, is to be made adjustable with and payable to the Fund as trustee for the insured, i.e., the Fund and the Contractor. The insurance policy shall not be changed or cancelled and will be renewed upon expiration and continued in force (if needed), unless the Fund is given (30) days written notice of the contrary.
SUBJECT: Request for Federal Tax Identification Number for SUCF Project No. Contract No. D

Gentlemen:

Effective immediately, the Office of State Comptroller requires the Federal Employer Identification number or Social Security number of payees before processing payments.

To comply with this requirement we will need the social security numbers for individuals or the employer identification number for partnerships or corporations.

To set up our file of tax identification numbers, we are forwarding this form letter. Will you please enter in the box after your name above the tax identification number that will apply to the State University Construction Fund project listed under “subject”.

Please return a completed copy of this letter to the State University Construction Fund, to my attention as promptly as possible.

Very truly yours,

SUCF Controller
STATE UNIVERSITY CONSTRUCTION FUND
CONSTRUCTION BUILDING PERMIT

Consultant of Record:
Project Title:
SUNY Campus:
SUCF Project No.:
Effective Date of Permit:
Expiration Date of Permit:

Attached are copies of the code analysis and code conformance drawings (required for all new buildings and major rehabs), if available, prepared by the Architect and the Fund Code Review Comments for each phase.

BASIC INFORMATION

New Code (Codes of New York State, Title 19 Dept of State)

Nature of Work: _______________________________________________

Gross Area by Floor: Basement: _____ sq.ft.
First: _____ sq.ft.
Second: _____ sq.ft.
Third: _____ sq.ft.

Building Occupancy Classification: ______________________
Construction Type: ______________________

Project fully sprinklered □ Yes □ No

Based upon the code conformance reviews documented in the attached material, the Fund to the best of its knowledge and belief, has determined the project is substantially in compliance with the requirements of the New York State Uniform Fire Protection and Building Code. Permission is granted to proceed with construction subject to the periodic inspections required by the Certificate of Occupancy.

Christopher P. Marcella, Director of Design
Offices of Preconstruction Services & Design

______________________________
Code Compliance Manager

cc: To P. McSorley - attached to Notice of Award
STATE UNIVERSITY CONSTRUCTION FUND
WAIVER OF BUILDING PERMIT REQUIREMENT

Project Title: ____________________________________________________________

SUNY Campus: ____________________________________________________________

SUCF Project No. _________________________________________________________

☐ Based on a review of the program this project consists of necessary repairs and/or replacement in kind which will not materially change the structural elements and/or the plumbing, electrical or heating/ventilation systems of the building in which it will be constructed.

OR

☐ Based on a review of the program this project consists of sitework such as roads, parking lots, landscape or site utilities and does not involve work inside a building except for utility connections.

Christopher P. Marcella, Director of Design
Offices of Preconstruction Services & Design

TO: Christopher P. Marcella

FROM: (Coordinator)

DATE:

No changes have been made to the above project during design that would effect the determination that a Building Permit is not required.

cc: P. McSorley - attached to Notice of Award
State University Construction Fund  
353 Broadway  
Albany, New York 12246  

Attention: Mr. William E. Held  
Director of Construction Management  

Subject: COMPLETION OF PROJECT  

Gentlemen:  

Please be advised that the captioned project has been completed in accordance with the Contract Documents and is ready for acceptance and occupancy.  

Very truly yours,  

(Officer of the Company)  

cc: Consultant  
Project Coordinator
Date

Re:  SUCF Project No.  
(Project Title)  
State University

State University Construction Fund  
353 Broadway  
Albany, New York  12246

Attention:  Mr. William E. Held  
Director of Construction Management

Subject:  ACCEPTANCE OF PROJECT

Gentlemen:

Please be advised that to the best of our knowledge and belief, the captioned project has been completed in accord with our Contract Documents, and the project conforms to all requirements of the New York State Uniform Fire Prevention and Building Code.

It is our recommendation that the project be occupied, and that a Certificate of Occupancy be issued for the project.

Very truly yours,

(Consultant of Record)
# STATE OF NEW YORK
# STATE UNIVERSITY CONSTRUCTION FUND
# CHECKLIST FOR SUBSTANTIAL COMPLETION

**SUCF Project No.** ________________  
**Campus:** ________________

**Project Title:**

<table>
<thead>
<tr>
<th>INITIALS</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keys</td>
<td></td>
</tr>
<tr>
<td>Money due Campus</td>
<td></td>
</tr>
<tr>
<td>Operating Instructions</td>
<td></td>
</tr>
<tr>
<td>Spare Parts Lists</td>
<td></td>
</tr>
<tr>
<td>Shop Drawings</td>
<td></td>
</tr>
<tr>
<td>Cuts and Brochures</td>
<td></td>
</tr>
<tr>
<td>Bonds, Guarantees, etc.</td>
<td></td>
</tr>
<tr>
<td>Record Information to Architect</td>
<td></td>
</tr>
<tr>
<td>Punch List Established</td>
<td></td>
</tr>
<tr>
<td>Campus Personnel Instructed</td>
<td></td>
</tr>
<tr>
<td>Release</td>
<td></td>
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</tbody>
</table>

**Notes:**

________________________________________________________________________

________________________________________________________________________

**Approved by:**

**Date:**

CF-C6
CODE COMPLIANCE CERTIFICATE

Consultant of Record: ________________________________

Project Title: ______________________________________

SUNY Campus: ______________________________________

SUCF Project No.: _________________________________

Effective Date of Occupancy: ________________________

To the best of our knowledge and belief, the captioned project has been substantially completed in accordance with the Contract Documents, the Building Permit issued for the Project, and with Change Order Nos. 1 through *.

Based on periodic inspections that have been made during the construction of the project and the Final Inspection on XXX, permission is granted to occupy the project.

__________________________________________________
William E. Held,
Director of Construction Management

__________________________________________________
Code Compliance Officer
Certification No.

*See final Change Order for final cost and Change Order file for changes relating to this project
TEMPORARY CODE COMPLIANCE CERTIFICATE

Consultant of Record:

Project Title:

SUNY Campus:

SUCF Project No.:

Effective Date of Occupancy:

To the best of our knowledge and belief, the captioned project has been substantially completed in accordance with the Contract Documents, the Building Permit issued for the Project, and with Change Order Nos. 1 through *.

Based on periodic inspections that have been made during the construction of the project and the Final Inspection on XXX, permission is granted to occupy the following portion of the project.

LIST OF SPACES TO BE OCCUPIED

Until the Contract has been substantially completed, the remainder of the project should not be used until a permanent Certificate of Occupancy is issued.

______________________________
William E. Held
Director of Construction Management

_______________________________
Code Compliance Officer
Certification No.

*See final Change Order for final cost and Change Order file for changes relating to this project
## CONSTRUCTION INSPECTION REPORT

### Consultant:

### Project Title:

### SUNY Campus:

### SUCF Project No.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DATE STARTED</th>
<th>DATE COMPLETE</th>
<th>INSPECTED BY</th>
<th>CHANGE ORDER RE: ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundations</td>
<td></td>
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<tr>
<td>Super Structure</td>
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<td>Plumbing</td>
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<td>HVAC</td>
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<td>Fire Protection</td>
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<td>Fire Detection</td>
<td></td>
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<tr>
<td>Exits</td>
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</tbody>
</table>
FINAL INSPECTION REPORT

Consultant of Record:

Project Title:

SUNY Campus:

SUCF Project No.:

On (Date), a Final Inspection of the captioned project was made by the following:

Represented by:

Fund
SUNY
Consultant
Engineer(s)
General Contractor
Subcontractor(s)

The project was found to be substantially completed in accordance with the Contract Documents, the Building Permit issued for the project, and with Change Order Nos. 1 through X, except for the attached Punch List.*

The Contractor, by letter dated X, stated that the project has been completed in accordance with the Contract.

The Consultant, by letter dated X, has recommended to SUCF acceptance of the project.

Fund Project Coordinator               Regional Director of Construction

*See final Change Order for final cost and Change Order file for changes relating to this project
## PERMIT CHECK LIST FOR PROJECTS
### REQUIRING BUILDING PERMIT AND CODE COMPLIANCE CERTIFICATE

1. **SUCF Project No.** 

2. **Project Title:** 

3. **Date of Building Permit:** 

4. **Expiry Date of Building Permit:** 

5. **Date of Extension of Building Permit:** N/A

6. **Expiry Date of Extended Building Permit:** N/A

7. **Date of Partial Acceptance Inspection:** N/A

8. **Date of Temporary Code Compliance Certificate:** N/A

9. **Code Compliance Manager issuing Permit:** 

10. **Code Compliance Manager issuing Temporary Code Compliance Certificate:** N/A

11. **Code Compliance Manager issuing Code Compliance Certificate:** 

---

*Note:* Fields marked with N/A indicate information not available or not applicable.
Date

Re: SUCF Project No.
Project Title
Campus

State University Construction Fund
353 Broadway
Albany, New York 12246

Attention: Director of Construction

Subject: FINAL INSPECTION AND ACCEPTANCE (FINAL)

Gentlemen:

On X, an inspection of the above-referenced project was made by representatives of the Campus, State University Construction Fund, the Consultant, and the Contractor.

The project is accepted, subject to the attached Punch List, as of 8:00 a.m. on X, at which time the College will be solely responsible for the operation, maintenance and security of the facility. This marks the start of the one-year guarantee period.

ACKNOWLEDGED:

For the Campus: State University Construction Fund:

___________________________  _______________________________
Designated Campus Officer    Fund Project Coordinator
Title                        Title
SUBJECT: FINAL INSPECTION AND ACCEPTANCE (FINAL)

Dear President:

On XXX, an inspection of the above-referenced project was made by representatives of the College (), State University Construction Fund («coordinator»); the Consultant, and the Contractor ( ).

The project is accepted, subject to the attached Punch List, as of 8:00 a.m. on XXX, at which time the College will be solely responsible for the operation, maintenance, and security of the facility. This marks the start of the one-year general guarantee period.

During the one-year general guarantee period, all contractual construction defects are required to be corrected by the Contractor without any additional cost. In order to ensure that this requirement is fully complied with by the Contractor, it is imperative that your authorized Campus representative or representatives promptly notify the undersigned in writing of any contractual construction defects of which they may become aware. It is essential that this notification be given promptly, and that it not be deferred until the end of the one-year general guarantee period, in order for the Fund to timely notify the Contractor and have the defect corrected.

Very truly yours,

William E. Held
Director of Construction Management

cc: Facilities
Information Services
SUBJECT: FINAL INSPECTION AND ACCEPTANCE (FINAL)

Gentlemen:

On XXX, an inspection of the above-referenced project was made by representatives of the College ( ), State University Construction Fund («coordinator»); the Consultant ( ); and the Contractor ( ).

The project is accepted, subject to the attached Punch List, as of 8:00 a.m. on XXX, at which time the College will be solely responsible for the operation, maintenance and security of the facility. This marks the start of the one-year general guarantee period.

Very truly yours,

William E. Held
Director of Construction Management

cc: Consultant
Information Services
State University Construction Fund
353 Broadway
Albany, New York 12246

Attention: Director of Construction

SUBJECT: END OF ONE-YEAR GUARANTEE PERIOD

Gentlemen:

As the result of the inspection made on XXX of the above-referenced project at the Campus by representatives of the Campus and State University Construction Fund, the Contractor was found to have complied with all requirements of its one-year guarantee.

ACKNOWLEDGED:

For the College: For State University Construction Fund:

__________________________  ____________________________
Designated Campus Officer Fund Project Coordinator

William E. Held, P.E., Director of Construction, Office of Construction Management
(518) 320-3212 • E-Mail: william.held@suny.edu
SUBJECT: END OF ONE-YEAR-GUARANTEE PERIOD

Dear President XXXX:

On X, an inspection of the referenced project was made by representatives of the Fund ( ), and the Campus ( ).

The Contractor was found to have complied with all requirements of its one-year guarantee.

Very truly yours,

William E. Held
Director of Construction Management

cc: Facilities
ITEM 31

Date
Re: SUCF Project No.
Project Title
Campus

Contractor
Address

SUBJECT: END OF ONE-YEAR-GUARANTEE PERIOD

Gentlemen:

On X, an inspection of the referenced project was made by representatives of the Fund ( ), and the Campus ( ).

The Contractor was found to have complied with all requirements of its one-year guarantee.

Very truly yours,

William E. Held
Director of Construction Management

cc: Consultant
LABOR RATE BREAKDOWN

SUCF Project No.: ____________________  Project Location: ____________________
Contractor: ___________________________  Date: _____________
Trade: ________________________________
Effective Date: ________________________  Expiration Date: ____________________

*Base Hourly Rate: $________

<table>
<thead>
<tr>
<th>Payroll Taxes and Insurance</th>
<th>% Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.I.C.A.</td>
<td>______</td>
</tr>
<tr>
<td>Federal Unemployment</td>
<td>______</td>
</tr>
<tr>
<td>State Unemployment</td>
<td>______</td>
</tr>
<tr>
<td>**Workman’s Compensation</td>
<td>______</td>
</tr>
<tr>
<td>***B.I. &amp; P.D.</td>
<td>______</td>
</tr>
<tr>
<td>Disability</td>
<td>______</td>
</tr>
<tr>
<td>TOTAL</td>
<td>______%</td>
</tr>
</tbody>
</table>

Payroll Taxes and Insurance Rates: Base Rate (X) Total % = $________

<table>
<thead>
<tr>
<th>Supplemental Benefits</th>
<th>$ Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacation</td>
<td>______</td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>______</td>
</tr>
<tr>
<td>Pension</td>
<td>______</td>
</tr>
<tr>
<td>Annuity</td>
<td>______</td>
</tr>
<tr>
<td>Education/App. Training</td>
<td>______</td>
</tr>
<tr>
<td>Industry</td>
<td>______</td>
</tr>
<tr>
<td>______________________</td>
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<td>______________________</td>
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<tr>
<td>______________________</td>
<td>______</td>
</tr>
</tbody>
</table>

Total Hourly Fringe Benefits $______

Hourly Labor Rate: Base Rate, Taxes/Insurance and Fringe Benefits $______

*If any supplemental benefits are paid in the hourly rate, submit two (2) separate weekly copies of a certified payroll.

**Workman’s Compensation, B.I. and P.D. rates are net Contractor cost after premium discounts, experience modification and assessments have been applied against the manual rate.

***In accordance with Sections 4.02 and 5.06 of the Contract Documents, only payroll related liability insurances are reimbursable.

CF-C10

William E. Held, P.E., Director of Construction, Office of Construction Management
(518) 320-3212 ♦ E-Mail: william.held@suny.edu
Useful Links

**Procedures and Reference Information**

http://www.sucf.suny.edu/pdf/mcp.docx

Detailed Contract Breakdown Form (Requisition Worksheet):
http://www.sucf.suny.edu/pdf/dc5.pdf

Verification of Subcontractor Payment Form (when requested by project coordinator)
http://www.sucf.suny.edu/pdf/cfc5.pdf

Wage Rate Certification – Prime Contractor
http://www.sucf.suny.edu/pdf/cfc4a1.pdf

Wage Rate Certification – Subcontractors
http://www.sucf.suny.edu/pdf/cfc4a2.pdf

Wage Rate Certification – Sub-Subcontractors
http://www.sucf.suny.edu/pdf/cfc4a3.pdf

Summary of Wage Rate Certifications
http://www.sucf.suny.edu/pdf/cfc7a.pdf

Release Form
http://www.sucf.suny.edu/pdf/c5.pdf
SUCF OPEN ITEM LOG
CONTRACTOR or CONSULTANT ACCESS REQUEST FORM

Please provide the following data for access to the SUCF Open Item Log:

(Check One Box)
☐ For New Contract
☐ For Updating Current Contract Information

SUCF Project # ________________________________
Contract # ________________________________
Project Title: ________________________________

SUCF Project Coordinator: ________________________________

Contractor/Consultant Information:

(Check One Box)
☐ Contractor
☐ Design Consultant
☐ CM Consultant
☐ Site Representative
☐ Commissioning Agent
☐ Program Study
☐ Other ________________________________

Company Name: ________________________________
Contact Name: ________________________________

Notes: For accessing your Contract, this should be the name of the person who will be responsible for submitting change proposals.

Contact E-Mail Address: ________________________________
Contact Telephone # ________________________________

Access Requested:
☐ New Contractor/Consultant Open Item Log Access
☐ Add Contract to Existing Open Item Log Access

All questions should be directed to your SUCF Project Coordinator.