



# 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 Contractor's 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 must 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, included in the project's bid documents, 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 Requirements, Project Schedule, included in the project's bid documents, for additional information.

The Contractor's provided schedule is reviewed for constructability and conformity to the Contract requirements. If the Contractor chooses to accelerate the project's completion date from the contractual completion date, 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 granted access to CMR, the Contractor can submit a Schedule of Values for the purpose of tracking Contract completion and payments. The breakdown shall provide sufficient detail, 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 No. 1)

In general, the Fund will only pay for work in place. 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 is made for this 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 listing with qualifications within 30 days of the 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/her 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, who is in contract with the Fund, to a Contractor's Bonding Company, unless such a letter has been approved, in writing, by either the Fund's Counsel, Assistant General Manager or 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. Approval letters, for such drawings and other submittals, when acceptable must be 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 name and 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 sub-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. (sample letter Appendix Item No.10)

**ASBESTOS ABATEMENT:** The Contractor will be required to provide substantial documentation, in duplicate, for Asbestos Abatement work. The Asbestos Material Removal Fact Sheet (Appendix Item No. 11) 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 No. 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. The Regulated Materials Disposal Fact Sheet (Appendix Item No.12) is 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 certificates or other certificates are 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](http://www.tax.ny.gov)), each Contractor must file a request for Tax Exemption Certificate (Form ST-120.1) which 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. (sample accepted letter Appendix Item No. 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.**

Informational 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 work items 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 shall approve the Contractor's proposal using the Fund's Open Item Log system 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 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 forms contain the cost and a description of the work with reference to applicable drawings. Necessary deletions 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, they shall 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 in 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. (sample letter Appendix Item No. 10)



# 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. Please refer to the Quick Reference Guide for links to SUCF website, Contractor Payment Training PowerPoint presentation on access, setup and use of the Contract Management Reporting (CMR) system. Any questions regarding these procedures or the payment request process should be directed to your SUCF 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 firm's acceptance, 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.

**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 should prepare and review on site a draft copy (a.k.a.: pencil copy) of the payment application with the Consultant/Site Representative. The draft copy is to include Contract Breakdown, Change and Field Orders, and any appropriate Requisition Work Sheet DC-5s. 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 Certification of Application for Payment (Progress or Final) as follows: The certificate page (CF-C1) and detail worksheets (DC-5s) 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 Certificate Pages 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 Application for Payment (Progress or Final) is produced by the Fund's Contract Management Reporting (CMR) System.

The following are forms that are not electronically generated by CMR:

- CF-C4As Prime Contractor's, Subcontractor's and Sub-subcontractor's Wage Rate Certifications. These are payment affidavits required by the New York State Labor Law Article 8, Section 220-a, and must be completed in duplicate with original signatures. These forms are required from the General Contractor and 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.** (Appendix Item No.(s) 3, 4, and 5)
- CF-C5 Certification of Monthly Payment: 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. (Appendix Item No. 2)
- CF-C7A Summary of Wage Rate Certifications: (Subcontractors and Sub-subcontractors) **(Submit in duplicate with final payment only)** (Appendix Item No. 6)
- C-5 Final General Release. Submit in duplicate with final payment and at a time as determined by the Fund Project Coordinator. (Appendix Item No. 7)

In summary, two (2) original sets of the completed payment application 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**

Set No.	Set No. 1 <u>Original Signature</u>	Set No. 2 <u>Original Signature</u>	Set No. 3 <u>Copy</u>	Set No. 4 <u>Copy</u>
TO	FUND Accounting Unit	FUND Project File	Consultant File	Contractor File
	Electronic CMR	Electronic CMR	Hard Copy CMR	Electronic CMR
	Certificate Page	CF-C1 Certificate Page	CF-C1 Certificate Page	
	CF-C4As	CF-C4As		
	CF-C7A	CF-C7A		
	C-5	C-5		
		Backup Data	Backup Data	Backup Data

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 the work and, if finalized, issues a letter to the Construction Project Coordinator stating the asbestos abatement work has been completed. A copy will be forwarded to SUCF Controller's Services and SUCF Counsel's Office to eliminate the need to renew asbestos abatement insurance.

**PAYMENT FOR MATERIALS:** Payment for materials delivered to the 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 and 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 Builder's Risk with Broad Form Extended Coverage Endorsement must be completed. The ACORD 25 form can be or an industry equivalent. (sample of ACORD 25 Appendix Item Nos.13 and 14)

**SUBSTANTIAL COMPLETION:** When the project is substantially complete, in accordance with the provision of Section 2.23 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 by 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, shall be utilized to expedite this process. (Appendix Item No. 20)

**KEYS:** The Fund Project Coordinator shall have 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 shall have 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 have been made and the results provided 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.

**FINAL GENERAL RELEASE:** The Contractor must provide an executed C-5, Final General Release, which accompanies the final application for payment. (Appendix Item No. 7)

**RECORD INFORMATION FROM THE CONTRACTOR:** The Consultant must have 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 shall 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 shall 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 provided to the Fund Project Coordinator as evidence that the material has been transmitted.

**FINAL PAYMENT:** For projects that include a guarantee payment, the term “Final Payment” is used for processing the Guarantee Payment (a.k.a.: the last payment). When processing “Final Payments” please follow the instructions that follow for the Electronic Payment Application. In the CMR system, the Final 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 No. 3)
- CF-C4A2 - Subcontractor's Certification (Appendix Item No. 4)
- CF-C4A3 - Sub-subcontractor's Certification (Appendix Item No. 5)
- CF-C7A - Summary of Wage Rate Certification (Subcontractor's and Sub-subcontractor's) (Appendix Item No. 6)

**Failure to provide 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 New York State Labor Law Article 8, Section 220-a (Labor Affidavits) for our 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 application. (Subcontractor's Certification, CF-C4A2, Appendix Item No. 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 and submit it with the final payment application. (Sub-subcontractor's Certification, CF-C4A3, Appendix Item No. 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: <https://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 with the final payment, a CF-C7A - Summary of Subcontractors and Sub-subcontractor's Wage Rate Certifications (Appendix Item No. 6) 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 with the final application for payment.

When project completion has been verified, the Contractor must submit the final application for payment including CF-C4A1-Prime Contractor's Certification accompanied by C-5 Final General Release. (Appendix Items No. 3 & 7)

**PRIME CONTRACTOR'S CERTIFICATION FROM GENERAL CONTRACTOR:** The General Contractor must submit a CF-C4A1 -Prime Contractor's Certification (Appendix Item No. 3) for its completed work for final payment submission. The payroll period ending date must cover the time period of the payment.

## **Closeout of Construction Contract**

### **GENERAL**

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 the Campus. Guarantee inspections are made approximately thirty days prior to the end of the one-year guarantee period, after the formal acceptance of the project by the Fund and project turnover to the Campus.

### **COMPLETION AND ACCEPTANCE**

**SUBSTANTIALLY COMPLETE:** When all Contract work is substantially complete, is New York State Code compliant, and the project can be utilized for its intended purpose, the Contractor must submit a letter to the Director of Operations, copied to the Consultant, stating that the project is ready for inspection. If a building permit has been issued on the project, see section Certificate of Occupancy or Code Compliance Certificate for required documentation.

**FACILITY READY:** The Consultant and the Fund Project Coordinator have jointly determined that the facility is ready 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 the process into fewer phases. Projects with vast scope and value may expand the 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 shall be added to the list. The uncompleted work list, as amended during the inspection, should be reproduced by the Consultant and provided 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 the 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. 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 final inspection 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.

**CERTIFICATE OF OCCUPANCY OR CODE COMPLIANCE CERTIFICATE:** A project for which a building permit has been issued requires a Certificate of Occupancy or Code Compliance Certificate to be issued by the Fund. (Appendix Item No. 21) A Temporary Certificate of Occupancy or Temporary Code Compliance Certificate may be issued for a partial acceptance. (Appendix Item No. 22)

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

- Completion letter from the Contractor (Appendix Item No. 18)
- Acceptance letter from the Consultant with uncompleted work list (Appendix Item No. 19)
- The Construction Inspection Report (Appendix Item No. 23)
- The Final Inspection Report (Appendix Item No. 24)
- The Permit Check List (Appendix Item No. 25)

A project for which a Building Permit Waiver has been issued will not require a Certificate of Occupancy or Code Compliance Certificate. The Construction Inspection Report, Final Inspection Report, and Permit Check List 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 No. 18)
- Acceptance letter from the Consultant with uncompleted worklist (Appendix Item No.19)
- Final Inspection and Acceptance Letter (Campus Sign-off) (Appendix Item No. 26)
- Building Permit Waiver as previously issued or Certificate of Occupancy or Code Compliance Certificate and related documents

## **END OF ONE-YEAR GUARANTEE PERIOD**

The one-year guarantee normally starts with a 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.

- End of One-Year Guarantee (Campus Sign-off) (Appendix Item No. 29)
- End of One-Year Guarantee Letter to Campus (Appendix Item No. 30)
- End of One-Year Guarantee Letter to Contractor (Appendix Item No. 31)

## Publicity and Disclosures

Coordination of information to be disseminated to the public is required, regardless of the media to be employed. This requires 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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## Sheet \_\_\_\_\_ Of \_\_\_\_\_ Sheets

PROJECT NO. \_\_\_\_\_ TITLE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

[illegible]



## 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.*

**OFFICE OF THE STATE COMPTROLLER  
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS  
BUREAU OF STATE EXPENDITURES**

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               }     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).



ITEM 4

**OFFICE OF THE STATE COMPTROLLER  
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS  
BUREAU OF STATE EXPENDITURES**

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)





ITEM 5

**OFFICE OF THE STATE COMPTROLLER  
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS  
BUREAU OF STATE EXPENDITURES**

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).



ITEM 6

STATE UNIVERSITY OF NEW YORK  
STATE UNIVERSITY CONSTRUCTION FUND  
SUMMARY OF WAGE RATE CERTIFICATION(S)

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.**

CONTRACTOR		CAMPUS
SUCF NO.	CONTRACT NO.	PROJECT TITLE

SUBCONTRACTOR OR SUB-SUBCONTRACTOR	LAST DAY OF WORK	DATE OF LATEST WAGE RATE CERTIFICATION

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

\_\_\_\_\_

Legal name of person, partnership or corporation

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Address (Street, City) (State, Zip Code)



## 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, covenants, 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, RELEASOR'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:

*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.

ITEM 8

 <b>CERTIFICATE OF LIABILITY INSURANCE</b>		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 OR PRODUCER, AND THE CERTIFICATE HOLDER.																						
<b>IMPORTANT:</b> 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  <div style="border: 2px solid red; padding: 5px; display: inline-block; color: red; font-weight: bold;">             Or an industry equivalent           </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, Ho, Ext):</td> <td>FAX (A/C, Ho):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A:</td> <td>NAIC #</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> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		CONTACT NAME:		PHONE (A/C, Ho, Ext):	FAX (A/C, Ho):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A:	NAIC #	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME:																						
PHONE (A/C, Ho, Ext):	FAX (A/C, Ho):																					
E-MAIL ADDRESS:																						
INSURER(S) AFFORDING COVERAGE																						
INSURER A:	NAIC #																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED																						
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> <b>REVISION NUMBER:</b>																						
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.																						
INSUR LTR	TYPE OF INSURANCE	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																		
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			EACH OCCURRENCE \$ AGGREGATE \$ \$																		
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$																		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																						
<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>  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																				



ITEM 9

Date

Re: SUCF Project No.  
Project Title  
Campus

Consultant  
Consultant Address

Attention:

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,

Ian Kelly  
Director of Operations

cc: Contractor  
Change Proposal File



ITEM 10

SAMPLE 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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

Contract Awd Amt: \_\_\_\_\_

Asbestos Lic #: \_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

ASBESTOS ABATEMENT PERSONNEL: (Attach Additional Sheets as Required)

Name	Title/Function	Social Sec. #	Certificate Number	Expiration Date
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

ASBESTOS ABATEMENT WORK: (Attach Additional Sheets as Required)

Bldg. (1) Usage	Removal Location (Bldg./Room)	Material (2) Removed	Quantity (3)	Methods of Removal
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

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





ITEM 12

STATE OF NEW YORK  
STATE UNIVERSITY CONSTRUCTION FUND

**REGULATED MATERIALS DISPOSAL FACT SHEET**

SUCF PROJ NO./CAMPUS \_\_\_\_\_ PROJECT TITLE \_\_\_\_\_ DATE \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CAMPUS' GENERATOR NO.: \_\_\_\_\_

GENERAL CONTRACTOR:

SUBCONTRACTOR:

Name/Address \_\_\_\_\_

(if applicable) \_\_\_\_\_

Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

Contract Awd Amt: \_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

Description	Qty/Units	Method of Disposal	Classification
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			

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: \_\_\_\_\_

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
<p>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 OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>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).</p>						
PRODUCER		CONTACT NAME: _____ PHONE (A/C, H/W, Ext): _____ FAX (A/C, H/W, Ext): _____ E-MAIL ADDRESS: _____ ADDRESS: _____				
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A:				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
INSURER F:						
COVERAGES: _____ 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.						
INSUR LTR	TYPE OF INSURANCE	ACORD SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory In NH) If yes, describe under	Y/N	N/A			WC STATUTORY LIMITS EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
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: _____						

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

AGENCY: _____ POLICY NUMBER: _____ CARRIER: _____ NAIC CODE: _____ EFFECTIVE DATE: _____	ADDED INSURED: _____ LOSS PAYEE: _____
---	---

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

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 is 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.**



All payments associated with this contract will be sent to the primary address or bank account number associated with your NYS SFS Vendor ID, unless we are notified to send the payment to an alternate destination that you have previously registered with the NYS Statewide Financial System (SFS).

Your NYS SFS vendor information and payment methodologies can be reviewed and updated via the web at [\*\*www.osc.state.ny.us/vendors/\*\*](http://www.osc.state.ny.us/vendors/).

You should note that any alternate location identified below must first be registered with the NYS Statewide Financial System (SFS). Please complete the form below and **return it directly to Peggy McSorley** at the address shown below or as a PDF to [peggy.mcsorley@suny.edu](mailto:peggy.mcsorley@suny.edu).

*If you have any questions, contact Kelly Buchalski at 518-320-1677 or [Kelly.Buchalski@suny.edu](mailto:Kelly.Buchalski@suny.edu).*

### SFS Payment Method and Destination Confirmation

Firm Name & Address: «Company\_Name»  
«Address\_Line\_1»«Address\_Line\_2»  
«City»

SFS Vendor ID:

SUCF Project Number: «Proj\_No»  
Project Title: «Title»  
Campus: «Campus»

Payments for this contract should be sent to:

- ☐ The default payment destination for our firm as noted within our SFS Vendor Records
- ☐ The SFS alternate payment destination for our firm:

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
Principal

**CONSTRUCTION PERMIT**

Architect or Engineer of Record:

Project Title:

SUNY Campus:

SUCF Project No.:

Effective Date of Permit:

Expiration Date of Permit:

The:

Code Review and Construction Permit Application Form

☐ is attached ☐ filed in eBuilder

Statement of Special Inspections

☐ N/A☐ is attached ☐ filed in eBuilder

Code Conformance Drawings

☐ N/A☐ is attached ☐ filed in eBuilder

Variance

☐ N/A☐ is attached ☐ filed in eBuilder**BASIC INFORMATION**

Applicable Code: 2017 Uniform Fire Prevention and Building Code (Title 19 Dept of State)

**Nature of Work:**Gross Area by Floor:☐ N/A

Basement:

sq.ft.

Second:

sq.ft.

First:

sq.ft.

Third:

sq.ft.

Building Occupancy Classification:

Construction Type:

Building fully sprinklered ☐ Yes ☐ No Partially sprinklered ☐

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 Uniform Code of New York State. Permission is granted to proceed with construction subject to the periodic inspections required for the Certificate of Compliance.

\_\_\_\_\_  
Regional Director, Code Coordinator

Code Certification :

\_\_\_\_\_  
NAME, Code Compliance Mgr

Code Certification:

**LEED Goals** ☐ N/A ☐ Silver ☐ Gold ☐ Platinum

**CONSTRUCTION PERMIT EXEMPTION**

Date:

This is for a:

☐ project to be bid☐ JOC assignment

SUNY Campus:

SUCF Project No. and Title:

Project scope of work:

This project does not require a Construction Permit because the scope of work is limited to the following items that are exempted from requiring a Construction Permit:

- ☐ Site work such as roads, parking lots, landscape or site utilities. Utilities will be in accordance with the regulations of the public utility or other authority regulations. (2016/2017 Uniform Code Supplement 104.1)
- ☐ Painting, wallpapering, tiling, carpeting or other similar finish work i.e. cleaning, maintenance (1203.3 (a)(1)(ix))
- ☐ Replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications, i.e. re-lamping, like-for-like replacement. (19 NYCRR 1203.3 (a)(1)(xi))
- ☐ \*\*Construction / installation of partitions or movable cases less than 5'-9" in height.(1203.3(a)(1)(viii))
- ☐ \*\* Repairs only that do not involve (check all exclusions): (1203.3 (a)(1)(xii))
  - ☐ removal or cutting away of a load bearing wall, partition or portion thereof, or any structural beam or load bearing component,
  - ☐ removal or change of any required means of egress or the rearrangement of parts of a structure in a manner which effects egress,
  - ☐ enlargement, alteration or relocation of any building system,
  - ☐ removal from service of all or part of a fire protection system for any period of time.

**\*\* For project scope involving these items and are affiliated with an open permit, provide the SUCF project # / title:** \_\_\_\_\_

- ☐ Construction / installation of a construction trailer to be used as a temporary office for the purpose of monitoring construction at a construction site. (2016/2017 Uniform Code Supplement 101.2 Exception 3)
- ☐ Construction / installation of a fence that is not part of an enclosure surrounding a swimming pool (1203.3 (a)(1)(iv))

- ☐ Construction / installation of a structure such as a radio and television transmission, communication and wind generation tower not attached to a building. (2016/2017 Uniform Code Supplement 101.2 Exception 4)
- ☐ Construction of an agricultural building. (i.e. barns, sheds, poultry houses to house farm implements, hay, grain, poultry, livestock or other horticultural products that are not to be used by students, the public or as a place of employment for processing, treating or packaging agricultural products.) (2016/2017 Uniform Code Supplement 101.2.2)
- ☐ Construction / installation of a retaining wall that is not supporting a surcharge or impound Class I, II, or IIIA liquids and that does not require Special Inspections. (1203.3 (a)(1)(v))
- ☐ Installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances. (1203.3 (a)(1)(x))

\_\_\_\_\_  
Regional Director, Code Coordinator  
Code Certification:

\_\_\_\_\_  
Code Compliance Manager  
Code Certification XXXX-XXXX

Notes:

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(CONTRACTOR LETTERHEAD)

Date

Re: SUCF Project No.  
Project Title  
Campus

State University Construction Fund  
353 Broadway  
Albany, New York 12246

Attention: Mr. Ian Kelly  
Director of Operations

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



(CONSULTANT LETTERHEAD)

Date

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

State University Construction Fund  
353 Broadway  
Albany, New York 12246

Attention: Mr. Ian Kelly  
Director of Operations

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)



ITEM 20

**STATE OF NEW YORK  
STATE UNIVERSITY CONSTRUCTION FUND  
CHECKLIST FOR SUBSTANTIAL COMPLETION**

**SUCF Project No.** \_\_\_\_\_

**Campus:** \_\_\_\_\_

**Project Title:**

	INITIALS	REMARKS
Keys		
Money due Campus		
Operating Instructions		
Spare Parts Lists		
Shop Drawings		
Cuts and Brochures		
Bonds, Guarantees, etc.		
Record Information to Architect		
Punch List Established		
Campus Personnel Instructed		
Release		

**Notes:**

\_\_\_\_\_  
\_\_\_\_\_

**Approved by:**

**Date:**



## CODE COMPLIANCE CERTIFICATE

Consultant of Record:

SUCF Project No.:

Project Title:

Campus:

Effective Date of Occupancy: \_\_\_\_\_

### Basic Information

Applicable Code: Building Code of New York State (Title 19 Department of State)

Nature of Work/Work Description:

Gross Area by Floor:

Building Occupancy Classification:

Construction Type:

Project Fully Sprinklered:

To the best of our knowledge and belief, the captioned project has been substantially completed in accordance with the Contract documents, Change Order Nos. 1 through     and Field Order Nos. 1 through     .

Based on periodic inspections that have been made during the construction of the project and the Final Inspection on     , a Code Compliance Certificate is being issued and permission granted to occupy the project.

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Project Coordinator  
Code Compliance Officer  
Certification No.



**Temporary Approval for Occupancy**

Consultant of Record:

Project Title:

Campus:

SUCF Project No.:

Effective Date of Temporary Approval of Occupancy: \_\_\_\_\_

Expiration Date of Temporary Approval of Occupancy:

(Maximum one year from effective date subject to renewals at the discretion of the Code Enforcement Officer.)

To the best of our knowledge and belief, the captioned project has been partially completed in accordance with the Contract documents, Change Order Nos. 1 through     and Field Order Nos. 1 through     .

Based on periodic inspections that have been made during the construction of the project and the inspection of  
, permission is granted to temporarily occupy a portion of the project as follows:

This Temporary Approval for Occupancy is subject to the following conditions:

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

\_\_\_\_\_  
Project Coordinator  
Code Compliance Officer  
Certification No.

# CONSTRUCTION INSPECTION REPORT

Consultant:  
Project Title:  
SUNY Campus:  
SUCF Project No.

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[illegible]



ITEM 24

## 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 and Field Order Nos. 1 through , 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.

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Fund Project Coordinator

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Regional Director of Construction

**PERMIT CHECK LIST FOR PROJECTS  
REQUIRING BUILDING PERMIT AND CODE COMPLIANCE CERTIFICATE**

1. SUCF Project No. ....
2. Project Title:.....  
Campus: .....
3. Date of Building Permit.....
7. Expiration Date of Building Permit.....
8. Date of Extension of Building Permit:.....N/A
9. Expiration Date of Extended Building Permit .....N/A
10. Date of Partial Acceptance Inspection: .....N/A
11. Date of Temporary Code Compliance Certificate: .....N/A
12. Code Compliance Manager issuing Permit.....
19. Code Compliance Manager issuing Temporary Code Compliance Certificate:.....N/A
20. Code Compliance Manager issuing Code Compliance Certificate: .....



ITEM 26

Date

Re: SUCF Project No.  
SUCF Contract No.  
Project Title  
Campus

State University Construction Fund  
353 Broadway  
Albany, New York 12246

Attention: Director of Operations

Subject: SUBSTANTIAL COMPLETION

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:

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Designated Campus Officer  
Title

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Fund Project Coordinator  
Title





Date

Re: SUCF Project No.  
SUCF Contract No.  
Project Title  
Campus

President  
Campus  
Address

SUBJECT: SUBSTANTIAL COMPLETION

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.

Please find attached the Certificate of Compliance for the above-referenced project for your use and files.

Very truly yours,

Ian Kelly  
Director of Operations

cc: Facilities

Date

Re: SUCF Project No.  
SUCF Contract No.  
Project Title  
Campus

Contractor  
Address

SUBJECT: SUBSTANTIAL COMPLETION

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,

Ian Kelly  
Director of Operations

cc: Consultant



ITEM 29

Date

Re: SUCF Project No.  
SUCF Contract No.  
Project Title  
Campus

State University Construction Fund  
353 Broadway  
Albany, New York 12246

Attention: Director of Operations

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:

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Designated Campus Officer

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Fund Project Coordinator



ITEM 30

Date

Re: SUCF Project No.  
SUCF Contract No.  
Project Title  
Campus

President  
Campus  
Address

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,

Ian Kelly  
Director of Operations

cc: Facilities



ITEM 31

Date

Re: SUCF Project No.  
SUCF Contract 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,

Ian Kelly  
Director of Operations

cc: Consultant



**State University Construction Fund**  
353 Broadway  
Albany, New York 12246

## LABOR RATE WORKSHEET

**SUCF Project No.**

Contractor Name: _____	Date: _____
Address: _____	County: _____
_____	Trade: _____
Telephone No.: _____	Effective Date: _____

FROM	TO	REGULAR BASE RATE	PREMIUM PORTION OF OVERTIME
A. WAGE RATE PER HOUR			

### A. WAGE RATE PER HOUR

## PAYROLL TAXES AND INSURANCE

F.I.C.A / Social Security		%
Medicare		%
Federal Unemployment Insurance		%
State Unemployment Insurance		%
Workers' Compensation Insurance	Code: _____	%
Liability Insurance		%
Disability Insurance		%

<b>B. TOTAL TAXES AND INSURANCE PER HOUR</b>	\$	%	\$	\$
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## BENEFITS

Vacation and Holiday  
Health and Welfare  
Pension  
Annuity  
Education / Apprentice Training  
Supplemental Unemployment  
Security Fund  
Other

[illegible]

### C. TOTAL BENEFITS PER HOUR

FOR FRINGE BENEFITS PAID IN THE ENVELOPE-SUBMIT COPIES OF 2 WEEKS OF CERTIFIED PAYROLL REPORTS

D. TOTAL LABOR RATE		(A+B+C)=D	\$	\$
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**E. PROJECT COORDINATOR'S COMMENTS:**

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\* Workers Compensation is the net Contractor cost after applying territory adjustment, experience modification, discount(s) and assessments.  
\*\* Only Liability Insurance that is payroll related is reimbursable within the labor rate.



**SUCF ELECTRONIC PAYMENT SYSTEM / CONTRACT MANAGEMENT REPORTING (CMR)  
CONTRACTOR or CONSULTANT ACCESS REQUEST FORM**

Please provide the following data for access to the SUCF Electronic Contractor Payment System:

*(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:

(Note: For accessing your Contract, this should be the name of the person who will be responsible for submitting applications for the project referenced above.

For viewing/reviewing a related Contract, this should be the name of the person who will be responsible for reviewing/approving applications for the project referenced above.

Contact E-Mail Address:

Contact Telephone #

Access Requested:

☐ New Contractor/Consultant CMR Access

☐ Add Contract to Existing CMR Contractor/Consultant Access

All questions should be directed to your SUCF Project Coordinator.



**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.



## Quick Reference Guide

**Useful Links**

SUNY Construction Fund Website:

<https://sucf.suny.edu/>

SUNY Contractor and Consultant Log In:

<https://appls.sucf.suny.edu/apps/login.cfm>

Contractor Payment Training Demo:

<https://appls.sucf.suny.edu/portal/CMR/CMRControl.cfm>

Management of Construction Manual

[https://sucf.suny.edu/sites/default/files/docs/ManagementOfConstructionManual\\_05-2019.pdf](https://sucf.suny.edu/sites/default/files/docs/ManagementOfConstructionManual_05-2019.pdf)

SUCF Construction Forms List:

<https://sucf.suny.edu/resources/forms>

**Forms**

Detailed Contract Breakdown Form (Requisition Worksheet):

<https://sucf.suny.edu/sites/default/files/docs/dc5.pdf>

Verification of Subcontractor Payment Form (when requested by project coordinator)

<https://sucf.suny.edu/sites/default/files/docs/cfc5.pdf>

Wage Rate Certification – Prime Contractor

<https://sucf.suny.edu/sites/default/files/docs/cfc4a1.pdf>

Wage Rate Certification – Subcontractors

<https://sucf.suny.edu/sites/default/files/docs/cfc4a2.pdf>

Wage Rate Certification – Sub-Subcontractors

<https://sucf.suny.edu/sites/default/files/docs/cfc4a3.pdf>

Summary of Wage Rate Certifications

<https://sucf.suny.edu/sites/default/files/docs/cfc7a.pdf>

Release Form

<https://sucf.suny.edu/sites/default/files/docs/c5.pdf>