



**Agenda of Orientation Meeting**

**SUNY  
SUCF Project No.**

**Project Information Summary:**

Notice of Award Date:	
Notice to Proceed Date:	<b>Select NTP date</b>
Contract Duration:	<b>Enter Duration</b>
Contract Completion Date:	<b>Select Date</b>
Addendum # 1:	<b>Select Date</b>
Addendum # 2:	<b>Select Date</b>
Addendum # 3:	
Addendum # 4:	

All Work, except Schedule III	\$
Schedule III FO Allowance	\$ <b>Click here to enter text.</b>
Alternates	\$
Allowance	\$
Total Bid and Contract Amount:	\$

Effective Date of Permit:  
Expiration Date of Permit:

**I. INTRODUCTIONS**

1. Meeting was opened with introductions, roles and responsibilities.
2. All Correspondence shall be directed to . All correspondence shall bear the project number and title. The Fund Coordinator shall be copied concurrently on all correspondence. Shop drawings will not be submitted to the Fund, only a copy of the transmittal (unless otherwise requested).
3. The "**Management of Construction Projects**" Manual is available electronically to the

Contractor and Consultant at [www.sucf.suny.edu](http://www.sucf.suny.edu) Forms & publications tab/ "Bulletins, Directives and Agreements". The manual describes administrative responsibilities of the various parties on the project. The Fund Project Coordinator will assist the Contractor and Consultant in understanding any and all items.

## II. CONTRACT STATUS

1. The status of the Contract was reviewed. The Contractor ... received the executed Contract.
2. The Contractor's Certificates of Insurance ... in order.
3. The 120 day schedule ... been submitted.
4. The Contractor ... received the Notice to Proceed (NTP).
5. This project ... a permitted project. The Contractor shall conspicuously post the building permit conspicuously.

## III. SCOPE OF WORK / SPECIAL PROJECT REQUIREMENTS

1. The scope of work was reviewed. (01 11 00)

The work to be done under the Contract, in accordance with the Contract Documents, consists of performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the construction of SUCF Project No **Enter Project Number** titled "**Enter Project Name**" and carrying out all of the duties and obligations imposed upon the Contractor by the Contract Documents.

The main features of the work shall include, but not be limited to the following:

2. The scope of the alternates were reviewed. (01 23 00)

### **ADD ALTERNATE ONE:**

3. The Contractor will be permitted to begin field work once the following items are in place:
  - a. Superintendent resume submitted and approved (01 32 13)
  - b. All Materials required for the complete performance of the proposed work are on site, inspected, inventoried and deemed readily available
  - c. Sequenced, summary list of field activities is submitted and approved.
  - d. Safety Procedures Manual is submitted and approved
4. Field Office for Consultant (01 52 13)

Office equipment/services shall be new and consist of the following items:

**Enter list of Office equipment/services**

5. Project Photographs/ Photo Documentation Services (01 32 33)

Prior to beginning work, the contractor shall schedule with the Consultant, the Campus, and the Fund sufficient periods of time in which the Contractor shall photographically record existing conditions for all project areas using digital video in MPEG-2 format. Submit the completed video on DVD disk(s) to the Consultant for the record. (01 32 33)

6. Photo Documentation Services (01 32 33 10)

This project **Choose an item.** require photo documentation services.

7. The Contractor shall do all cutting, fitting, and patching of its work that may be required to make its several parts come together properly and fitted to receive or be received by work of other Contractors as shown upon or reasonably implied from the Drawings and Specifications for the completed project. (01 73 29)
8. A brief review and questions were entertained on the contract documents by the Consultant.
9. Are there any other specific Campus requirements or concerns to be discussed?

**IV. TEMPORARY FACILITIES / CONTRACTOR ACCESS**

1. Access to Site/Barricades/fencing – Review plans
2. Staging area/storage of materials on site (01 55 29)
3. Contractor onsite personnel **Choose an item.** required to wear identification badges.
4. Parking within the Contractor staging area shall be limited. No free parking on site. All vehicles must be registered with the Campus Public Safety Unit. (01 55 19)
5. Daily work hours are anticipated from **Enter start time** to **Enter end time** . Discuss any special requirements for work to be done outside of these hours.
6. Activities that may disrupt the Campus shall be scheduled through the Site Representative for this project, **Enter Site Rep Name** reached at **Enter Site Rep Phone Number**
7. Utility shutdowns and cutovers shall be coordinated with the Campus. (01 18 13)
8. If the Contractor is on site intermittently, they shall notify the Site Representative prior to leaving the site. Once the Contractor has mobilized, it is assumed they will be on site daily and notification is not necessary.
9. There **Choose an item.** other contracts on site. Discuss any that might require close coordination whether an SUCF project or “Others” with the current project.
10. It is the Contractor's responsibility to receive their own materials delivered to the job site.
11. **Harassment of students or faculty by the Contractor will not be tolerated. If an incident arises, the Contractor will be asked to permanently remove the employee from the site.**
12. **Enter Campus smoking rules** (01 35 23)

13. Payment to Campus for Utilities (01 29 00 10)
14. Conducting work – as per OSHA
15. Temporary Power for Construction Activities shall be provided for power tools not exceeding ½ HP. (01 51 13)
16. Temporary Heating and Cooling for Construction Activities is available at no cost. (01 51 23)
17. Temporary Light for Construction Activities is available at no cost. (01 51 26)
18. Temporary Water for Construction Activities is available at no cost. (01 51 36)
19. The Contractor shall maintain temporary sanitary facilities. (01 52 13)
20. Contractor elevator use (01 54 13)
21. Are there any special noise restrictions? (01 56 19)

**V. SAFETY**

1. Safety and Protective Facilities (01 35 23)
2. Permits and Campus Coordination:
  - a. Hot Works Permits shall be issued in accordance with Campus Hot Works Plan (After 01 79 00)
  - b. Confined Space
  - c. Office of Environmental Health and Safety Coordination
3. Material Safety Data Sheets – The Contractor shall provide the College with a complete set of Manufacturer's Safety Data Sheets ***that are for only those products used on the project.*** The superintendent shall maintain a complete set on site. (01 35 23 10)
4. This project requires a Weekly Fire Code Review. The Contractor shall designate a person to be the Fire Prevention Program Superintendent, who shall be responsible for the fire prevention program and ensure that it is carried out through completion of the project. There will be a project Fire Code Review conducted weekly with the form found at ([www.sucf.suny.edu](http://www.sucf.suny.edu)). The inspections will be conducted by the Consultant's Site Rep with the Contractor's Superintendent. All areas noted in the inspections that are deficient shall be addressed by the Contractor. (After 01 79 00)
5. It will be necessary to maintain emergency exiting from the building(s) at all times. Exits may be closed to routine pedestrian traffic during the duration of work with Fund/Campus concurrence. The Contractor and Campus will work together to provide proper signage and redirect personnel.
6. Comply with Labor Law Section 220-h; provide workers certified as having successfully completed the OSHA 10-hour construction safety and health course; and comply with the applicable NYS DOL rules and regulations for monitoring and reporting compliance. Submit copies of certificates to the site representative

- a. Prior to beginning any work on site, submit an OSHA compliant site specific Safety Procedures Manual that identifies all site-specific safety issues related to this work and details how each will be addressed. In accordance with OSHA, hold weekly "Tool Box" meetings with jobsite personnel to discuss safety and fire prevention topics as required by NFPA 241 and as recommended in its Annex A, Explanatory Material.
7. Employ a Certified Master Electrical Inspector that has been certified by the International Association of Electrical Inspectors (IAEI) to provide inspection of electrical systems installed and modified in this project. Unless otherwise approved by the Consultant, follow the recommendations in the most current edition of the IAEI Electrical Inspection Manual with Checklists. (01 41 13)
8. Non-Asbestos Products (01 60 00 20)
  - a. All materials shall contain no asbestos.
  - b. Provide "Contains No Asbestos" permanent labels applied to the exterior jacket of all pipe insulation at 20 foot intervals with a minimum of one (1) label for each service in each work area.
  - c. The use of vermiculite in products and systems installed in the work is acceptable if the product /system manufacturer provides the MSDS sheet showing that no asbestos is present and submits a certification of the origins of the vermiculite showing that it is not from a mine contaminated with asbestos.

## **VI. MOCK UPS AND PRE-INSTALLATION MEETINGS**

1. Pre-Installation meetings may be identified by the Consultant or SUCF as the project progresses. In addition, the Contractor may request a pre-installation meeting for any system, equipment as deemed in the best interest of the project. (01 31 19 33)
2. Prior to utilization on this project, the use of cranes and lifts, must be reviewed in a pre-installation meeting with all parties to agree on location and hours of use especially if they could impact areas outside the project fence. (01 31 19 33)
3. Information on mock ups can be found in section 01 31 19 10

## **VII. GENERAL CONTRACT REQUIREMENTS**

1. Contractor and Consultant evaluations will be completed by the FUND at the 120 day, ½, ¾ and project completion milestones.
2. The General Contractor is required to submit a complete list of subcontractors including name, address, phone number, contact person, past projects (of similar nature) with respective contacts (preferable owner or Consultant) for review within 30 days of the signing of the Contract (**submit by: [Click here to enter a date.](#)**) The Consultant shall review and submit their recommendation to the Fund for concurrence with the exception of the subcontractors designated by the Fund in the Notice to Award.

If at any time the approved subcontractors are proposed to be replaced, the Fund shall be advised and provided with explanation and credentials of the proposed replacement. If the subcontractor is part of MWBE plan, prior to submitting, the GC shall have an initial conversation with the Opportunities Unit. The Fund will review with the Consultant for concurrence prior any Contract work being performed by the proposed subcontractors.

(Section 2.18)

3. This is a NYS Public Work Project that must adhere to the Department of Labor requirements. The Department of Labor, in an effort to enhance the contractor's awareness of their compliance requirements as it pertains to the prevailing wage labor law, has requested each agency remind them of their responsibilities. **The project manual contains the current prevailing wage rate schedules. As the project progresses, updates can be downloaded directly from DOL at <http://www.labor.state.ny.us>.** Certain requirements noted were: The Contractor and Subcontractors have to keep certified payrolls three years from the project's date of completion. All subcontractors and sub-subcontractors must be given a copy of the current prevailing wage rates and be provided the respective Wage Rate Certification form for acknowledgement of receipt. All other related Labor Department requirements must also be adhered to. Certified Payrolls are to be filed with the SUCF every 30 days and shall be addressed to:

**State University Construction Fund  
State University Plaza  
Albany, New York 12246  
Attention: Erika Beck**

4. Wage Rate Certification forms and filing requirements were reviewed with the Contractor. The Prime Contractor is required by law to obtain and collect the certifications (It is recommended that Wage Rate Certification be received by the Contractor prior to permitting any subcontractor or sub-subcontractor to engage in work on the project). At final payment a CF-C7A form (*Summary of Wage Rate Certification*) will be required, and the original 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 four originals be obtained promptly, with the Prime Contractor retaining two originals, and the other two original sent to the Fund at the time of certification. 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.
5. This State University Construction Fund Projects requires a full-time Superintendent. The Contractor will submit to the Consultant and the Fund for approval the name of the proposed superintendent prior to beginning work along with a resume and emergency phone numbers for off hours. The proposed Superintendent's qualifications should list previous experience of similar nature. List of past projects shall also include contacts (preferably owner or Consultant). Once the Superintendent is approved, he cannot be replaced without SUCF prior approval. (Agreement, Section 2.06)
6. **Keep if required:** In addition to the superintendent required by 2.06(1) and (2), provide a full-time Project Manager who has ten (10) years' experience as a Project Manager with experience on three (3) other projects of similar size and scope. "Full-time" in the previous sentence is defined as being on the site of the work at any time work is being performed unless an absence is approved by the Consultant and the Fund. The Project Manager shall provide constant personal attention in managing the prosecution and completion of the work of this Contract. The Project Manager shall be acceptable to the Consultant and the Fund and shall not be replaced without written permission of the Consultant and the Fund unless the Project Manager proves to be unsatisfactory to the Contractor or ceases to be in its employ.
7. The Contractor will provide the Consultant with written monthly reports that describe the condition and progress of the work. These reports will include the percent complete of

each part of the work, along with a list of those items of work completed on schedule and those not on schedule. The reports will also include the status of work that is being performed off-site, if any, and the approximate delivery dates. It is recommended that the reports be submitted with the monthly progress payment. (Agreement, Section 3.06)

7. All Contractors installing fire alarms are to be licensed by the State of New York, Department of State. The Contractor is required to submit proof of the license to the Consultant and the Fund. (01 41 13.3)
8. The Superintendent shall maintain a complete set of contract documents and approved shop drawings, submittals and samples at the site. No work shall progress which requires a shop drawing until the shop drawings have been approved.
9. The Superintendent shall maintain a set of drawings on site to annotate any field changes. The drawings will be reviewed concurrent with the Contractor's submission of his payment requisition. At the end of the project, the Contractor will utilize the drawings to develop the required Record Drawings (Agreement, Section 2.24).
10. Work completed under this contract is tax exempt as noted in **your Contract**. The tax-exempt number for the project is the seven digit contract number beginning with the letter **T** **List if Available**
11. The Contractor must fully, completely and acceptably perform all Punch List work and any other work subsequently discovered remaining to be completed or corrected, within ninety (90) calendar days of Substantial Completion or within such other timeframe stipulated by the Fund or Consultant. (Section 2.23)
12. The Contractor shall submit the Record Drawings to the Consultant at least fifteen (15) days prior to the date of Substantial Completion. (Section 2.23)

## **VIII. MWB/WBE UTILIZATION PLAN**

1. For purposes of this procurement, the minority and women workforce goals for construction contractors and subcontractors for this project are as follows:
  - a. The **Enter MBE %** goal for Minority-Owned Business Enterprise participation shall be applied as follows: a maximum of one third (1/3) of the goal may be applied to purchases of materials, supplies, and equipment from MBEs.
  - b. The **Enter WBE %** goal for Women-Owned Business Enterprise participation shall be applied as follows: a maximum of one third (1/3) of the goal may be applied to purchases of materials, supplies, and equipment from WBEs.
  - c. The goal for use of Service-Disabled Veteran-Owned Business Enterprises is **Enter SDVO %**
2. The Contractor shall provide the Fund with monthly Employment Utilization Reports, which will include the actual workforce utilized in the performance of this Agreement, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Fund.

3. If at any time the Contractor contemplates replacing a firm that is part of their MWBE/WBE Plan, they shall contact SUCF Opportunities Unit to discuss. There is a formal process for replacing an approved subcontractor and if the SUCF Opportunities Unit takes no exception, the formal request shall be submitted to the coordinator. The coordinator at that time will review what is required.

## **IX. SCHEDULE**

1. A 120 day schedule shall be submitted after receipt of the Notice of Award but before receipt of the Notice to Proceed.
2. The Contractor shall prepare a construction progress schedule using PRIMAVERA which shall consist of a Critical Path Method (CPM) schedule as described below and shall incorporate the Schedule Summary Activities and Milestone Dates as indicated in 01 32 16.j (01 32 16)
3. The Contractor shall include activities for preparation and submission of all shop drawings, mock-ups and Samples in the Time Progress Schedule in Section 3.02. (Section 3.03)
4. The complete schedule shall be submitted within 60 calendar days after receipt of the Notice to Proceed but before processing second progress payment application. At that time the schedule will become the Schedule of Record (SOR) and the established "Base-Line" for project monitoring purposes.
5. The Schedule of Record shall be updated monthly and shall be submitted along with the Contractor's application for payment.
6. If the actual progress of the work is behind the timeline of the Schedule of Record by more than 15 working days, then the Contractor shall provide a new and completely revised schedule that shall be called the recovery schedule. The recovery schedule shall be provided within 30 calendar days after the Consultant's request.
7. Provide a historic schedule as requested by the Fund that shows the actual activity descriptions and durations that occurred during the work for each activity on the diagrams. The actual critical path shall be documented and shall be clearly indicated on the historic diagrams.
8. At each bi-weekly, the Contractor shall provide a short term schedule detailing the activities of the last two weeks along with a projection for the next two weeks in a clear format that is acceptable to all parties. (01 31 19.1)
9. The failure of the Contractor to submit and maintain a Time Progress Schedule in accordance with the General Requirements shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages as a result of any condition which is an alleged cause of delay in the completion of the work. (Section 3.02)
10. The Contractor shall include not less than five (5) consecutive and/or non-consecutive eight hour working days in the Time Progress Schedule for delays that are of no fault of the Contractor or any of its subcontractors or suppliers or caused by events or conditions that could not be reasonably anticipated. (01 32 13)
11. After commencement of the work the Contractor shall furnish the Consultant with written monthly reports setting forth the condition and progress of the work. (Section 3.06)



## X. GENERAL PROJECT ADMINISTRATION

1. Campus Furnished Products included in this project. (01 64 00)
2. All work is to be conducted in such a manner as to cause a minimum degree of interference with the Campus' operation and academic schedule. (01 35 13)
3. The Contractor shall be responsible for locating all existing utilities in an effort not to disturb them during construction. The Contractor shall study the Facility's utility drawings prior to beginning work. (01 31 13 10.2)
4. For any warranty requiring the identification of the owner, the Contractor shall use **Enter Warranty Owner Name**
5. Before construction work commences and before submitting shop drawings for sleeves, piping, ductwork, etc., the Contractor shall require that the installers/ subcontractors for all trades submit Coordination Drawings. (01 33 23 20)
6. "Diesel Emissions Reduction Act of 2006 (the "Act"):
  - a. Annually, but no later than March 1st, the Contractor shall complete and submit directly to the Fund, via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms at the Department of Environmental Conservation ("DEC") website for heavy duty vehicles used in the performance of this Contract for the preceding calendar year. Periodically, as requested by the Fund, the Contractor shall certify and submit the Contractor and Subcontractor Certifications form, which states that the Contractor will comply with the provisions of Section 20.23.  
  
Website: <http://www.dec.ny.gov/chemical/4754.html>  
Inventory Form: <ftp://ftp.dec.ny.gov/dar/248inventory.xls>  
Annual Report Form <ftp://ftp.dec.ny.gov/dar/248annrptfrm.xls>
7. Provide and manage a project specific Construction Waste Management Plan (the Plan).(01 74 19) The Plan shall have reasonable criteria for recycling and/or salvaging demolition and construction waste generated during the project. The plan shall demonstrate at good faith effort to meet the Campus' goal (the Goal) of recycling at least 50% of the construction and demolition waste generated by this contract. This is in addition to the requirements of the above Sections 01 35 13, Conducting Work, and 01 74 00, Clean Up,
8. Training of campus personnel in the use of the work of this Project must be substantially completed before the Project can be used for the purpose for which it was intended. The information required by Section 01 78 23 Operating Instructions and Manuals is required for training to occur and be completed. (01 79 00)
9. At the request of the Consultant and in compliance with the Rules of the New York State Board of Regents, the Fund has allowed the Consultant to delegate to the Contractor certain portions of the design of the work. These portions are listed below in the Schedule of Delegated Design. Delegated design **Choose an item.** included in this project.

## XI. DOCUMENT MANAGEMENT

1. The Contractor shall be furnished, free of charge, with two (2) copies of the Specifications and drawings in the selected format(s). (Section 1.08) The Contractor **Choose an item.** been given sufficient quantities of documents.
2. E-Builder is SUCF's internal document management system. Specific documents and items of correspondence will be filed in e-Builder via e-mail enabled folders. The SUCF Coordinator will provide the team members with instructions along with a list of E-Builder e-mail addresses to be copied of specific items.
3. Requests for Information (RFI) process was discussed. (01 26 13)
4. In addition to any instructional periods specifically required by the specification, the Contractor shall provide a minimum of **(edit requirements – hard copies and/or electronic copies in keeping with Campus preferences)** operating instructions and manuals as identified in the Agreement, Section C - Special Conditions. The manuals must be completed approved and made available to the University a minimum of six weeks prior to the completion of the project. It is preferred that these be submitted as soon as all submittals for the relevant systems have been approved. **This item must be finalized prior to a final acceptance of the project** (01 78 23).
5. The Contractor shall maintain a computerized document and change control system to prepare, monitor status, and electronically file and send all documents and changes associated with, and required for the Project. If this system is different than the system required in Section 01 33 23, Shop Drawings and Samples, customize and configure this system as required to provide optimal coordination with the system required in Section 01 33 23. (01 31 26) Change orders will be processed in the SUCF Open Item Log (OIL).

## XII. SUBMITTALS

1. **Any proposed equivalent** must be directly brought to the attention of the Consultant and Fund within 90 days of the Notice of Award (**submit by: Click here to enter a date.**) and must conform to all applicable conditions of the Agreement Section 2.20. The contractor **Choose an item.** anticipate an equivalent at this time.
2. All Shop Drawings and/or samples shall be submitted to the Consultant for review and/or approval in accordance with Division 1, Section 01 33 23.
3. Coordination drawings **Choose an item.** required on the project. (01 33 23 20)
4. The **Consultant and the Contractor shall develop a testing log**, identifying the different systems to be tested, including any testing required by NYS Building Code as shown in the **“Statement of Special Inspections”**. The Contractor may submit a testing report form for tests to be performed if one is available. If none are available, the Consultant will develop one which lists the test, requirements, locations, date performed, who present and result. The form shall have spaces for the sign-off of the Contractor's superintendent and site representative/Consultant. (After 01 79 00)
5. At completion of project, provide copies of all submittals on a PDF flash drive.

6. Provide warranties for products, equipment, systems and installations required by other technical sections of Contract Documents for duration indicated. Warranties shall be individually listed in the project specific submittal log required by 01 33 23, Shop Drawings and Samples.

All warranties required by Contract Documents shall commence on date of Substantial Completion shown on Page a-1 of the Agreement.

### **XIII. PAYMENT**

1. A CMR Access Request Form and CMR Quick Reference Guide was provided to the Contractor.

The forms and related procedures were briefly reviewed for the benefit of the contractor. The forms are available on the SUCF Website ([www.sucf.suny.edu](http://www.sucf.suny.edu)). The monthly Application for Payment will be inputted monthly and generated on the CMR System automatically.

2. Prior to approval of the first payment application, the following items must be submitted and approved:
  - Planned operations during the first 120 days
  - A fully executed contract
  - Certificates of insurance
  - Approved Contract Breakdown (CF-C2)
  - MWB/WBE Utilization Plan
3. The Contract Breakdown was discussed. The Contractor will submit a copy to the Consultant and the Fund for review and approval. The contract has a **guarantee** item of 1/2 of one percent up to **\$5,000.00**. The guarantee requirement **shall be shown as a separate line item** in the contract breakdown sheet. The Field Order Allowance shall also be listed as a separate item. The alternates should be combined into a single separate line item on the schedule of values and broken down on the detailed contract breakdown. (Section 4.08)
4. The Contractor may choose to submit the first Payment Application for billing of bonds and prepaid insurances only (copy of invoices required). This will set up the initial project accounting so that future payments will be processed more quickly. The Contractor is to contact the Office of the State Comptroller to arrange for electronic payment directly to the Contractor's bank account at <http://www.osc.state.ny.us/epay/about.htm>
5. Payment requisitions are typically discussed at a bi-weekly project meeting for final review by the Consultant and the Fund. Prior to the submittal at the meeting, the Contractor shall have discussed the requisition with the designated site representative and agree upon said requisition. Four (4) fully executed (original signatures) CF-C1s (certification forms) shall be submitted. One (1) signed certification sheet is to be attached in the portal CMR system. In addition, the Contractor shall attach one copy of the Requisition Work Sheet, (Form No. DC-5) to the portal CMR application.
6. Each payment application shall include Details of Payments to MBE/WBE Subcontractors and Suppliers entered into CMR via the MWBE tab. The Contractor shall transfer all information into CMR relative to MBE/WBE subcontractors and suppliers from the approved plan listing furnished by the Fund. All requested data on the MWBE tab must be

accurately recorded. This includes monthly updates on the "Start" and "End" dates for each respective MWBE firm. By signing the CF-C1, the contractor is certifying that this information is correct and completed. If no payment is due to one or more listed subcontractors or suppliers, check the box on the appropriate line. (Section 4.11)

7. Any requests for **payment for material stored off site** must be made in strict accordance with the Agreement, Section 4.14. Use ACORD 25 Certificates of Insurance or equivalent with original signatures. The contractor **Choose an item.** anticipate requesting payment for materials stored off site. (Section 4.14)

#### **XIV. CHANGE ORDERS/CHANGE PROPOSALS (Section 4.02)**

1. Direction to the General Contractor in all matters of change, whether add, deducts, or no change in cost to the Contract amount will be given only by the Fund. The Consultant will maintain an Open Item Tracking Log via the Fund's online system. Access to the Open Item System shall be set up by the Coordinator for all parties. This system will be utilized for the submission of all change proposals. The Coordinator will forward the training presentation to all parties and a separate meeting can be scheduled at a later date to familiarize all parties with the system and their responsibilities.
2. If a change to the contract is necessary or desirable as determined by the Fund, the Consultant shall request the proposal, and the Contractor shall submit a proposal in accordance with Article IV Payment Section 4.01 and 4.02. The proposal shall include a statement as to the scope of work and complete breakdown for the work including number of hours estimated and material estimates and quotes for review and approval.

**Lump sum items are not acceptable.** After receiving written Fund approval of its recommendation, the Consultant will be sent the change order to sign and forward three (3) copies (all original signatures) to the Contractor for signature. The Contractor then returns all three originals to the SUCF Change Order Unit to be executed and returned to all parties as FINAL. The Change order is now final for the Contractor to be paid for completed work subject to the Office of the State Controller adding the Change to their payment system for the project.

For field orders, the Fund will issue an authorization letter permitting payment to the contractor for completed work.

3. The **Labor rate breakdown form** was reviewed. The Contractor is required to submit labor rate breakdowns from the G.C. and each subcontractor **as well as sub-subcontractor**. Backup information may be required to substantiate the Workman Compensation and B.I.P.D. rates recognizing the contractor's experience modifier and premium discounts. The Contractor shall submit their cost proposals on SUCF forms that can be found on the website at: [www.sucf.suny.edu](http://www.sucf.suny.edu) under the forms and Publications tab/Forms/Construction Forms/Contractor Proposal Forms.

#### **XV. Claims/Disputes, Finality of Decisions**

1. If a Contractor disagrees with a determination that the Consultant has made, the Contractor shall make and deliver a written statement of contention that the decision of the Consultant is contrary to a provision of the Contract, to the Fund, within ten (10) working days. The Fund shall thereupon determine the validity of the Contractor's contention. Pending decision by the Fund, the Contractor shall proceed in accordance with the Consultant's decision. (Section 2.02)

2. If the Contractor disagrees with the determination of the Fund, the Contractor shall file a written statement with both the Consultant and the Fund that the Contractor reserves its rights in connection with the matters covered by said decision or determination within (10) working days. (Section 2.02)
3. If the Contractor claims (i) that any work it has been ordered to do is extra work it shall:
  - a. Promptly comply with such order;
  - b. File with the Fund and the Consultant, within five (5) working days after being ordered to perform the work claimed by it to be extra work or within five (5) working days after commencing performance of the extra work, whichever date shall be the earlier, or within five (5) working days after the said action or omission on the part of the Fund or the Consultant occurred, a written notice of the basis of its claim and request a determination thereof,
  - c. File with the Fund and the Consultant, within thirty (30) calendar days after said alleged extra work was required to be performed or said alleged extra work was commenced, whichever date shall be the earlier, or said alleged action or omission by the Fund or the Consultant occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim, including an initial and updated detailed Time Progress Schedule,

The Contractor's failure to comply with the requirements listed above shall be deemed to be a conclusive and binding determination on its part that said order, work, action or omission does not involve extra work and is not contrary to the terms and provisions of the Contract and a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission.

The Contractor's failure to submit and maintain a Time Progress Schedule in accordance with Section 3.02 of the Agreement shall be deemed to be a waiver by the Contractor of all claims for additional time, compensation or damages as a result of any condition which is an alleged cause of delay in the completion of the work. (Section 2.03)

4. If any event occurs which causes delay or requires the Contractor to request an extension of time, the Contractor must notify the Consultant and the Fund in writing within ten working days. Failure to submit Contractor's progress reports, per section 3.06, shall be deemed a waiver to the Contractor's right to request an extension of time. (Section 3.04)

#### **XV. WRAP-UP/ Q&A**

1. The meeting was opened to questions from all participants.
2. The next meeting will be scheduled on: **Click here to enter a date.**

cc: All in Attendance  
Others:

9/19

