



Management of Construction Manual

Farmingdale State College
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Farmingdale, NY 11735

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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 University 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 Manager of Capital Programs & Construction and is usually held at the Facilities Offices. Attendees will include University personnel, Consultant's representative, and the General Contractor (designed mechanical, electrical, and other proposed principal subcontractors as required).

The purpose of the meeting will be to review:

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

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

Correspondence, Reports Construction Phase Submittals

COMMUNICATION BETWEEN UNIVERSITY, 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 University Project Coordinator on all matters.

The Consultant, as the University'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 University.

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

1. **PROJECT SCHEDULE:**

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). 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.

The Contractor's provided schedule is reviewed for constructability and conformity to the Contract requirements. Therefore, if the Contractor chooses to accelerate the project's completion date from the contractual completion date, the University realizes that it is everyone's benefit to progress a project schedule as efficient and timely as the Contractor deems appropriate. It should be noted that the Contractor's schedule does not change the contractual completion date. The project schedule is to be reviewed by the Consultant and forwarded to the University with comments. The University will respond to the Consultant with the University'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 submit a bid breakdown conforming to the standards on page two (2) of SUNY's Application for Payment.

In general, the University only pays for work in place, and the Contract breakdown should only reflect these types of activities, with the exception of bonds. Bonds should be listed as Item 3 on the Schedule of Values; proper proof of payment of the bonds as required by the University shall be provided before payment of said item. The guarantee item, if required by the Contract, shall be listed as item 5. Any deviations to this format as requested by the Contractor, shall have the approval of both the Consultant and the University. The Contract breakdown should be forwarded to the University with recommendations. The Consultant must have the University's concurrence of the Contract breakdown prior to approval.

After review of the Contractor's Contract Breakdown and the Consultant's recommendation, the University 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 University's concurrence. The General Contractor is responsible to submit a complete subcontractor's listing with qualification within seven (7) days of the Notice to Proceed.

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

5. **CLAIMS:** (See Section 2.03 of Agreement) When a Contractor reserves his rights and submits a claim, the Consultant must then review the claim and provide comments and recommendations to the University. **No copy of this correspondence is sent to the Contractor. The University will review the Consultant's recommendations and respond.**

COMMUNICATION WITH BONDING COMPANY: No communication should be sent by the Consultant employed by the University to a Contractor's Bonding Company unless such a letter has been approved, in writing, by either the University's Counsel or Manager of Capital Programs, Facilities Office.

REPORTS TO THE UNIVERSITY: The Consultant must submit the following reports to the University:

- Log of shop drawings and sample submittals (**Substitutions and equivalents must be identified**) - Monthly
- 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 30 days of the NTP to the University for approval.

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

During the construction phase, shop drawings and other submittals of the Contractor are to be reviewed and, when acceptable, approved promptly. Shop drawings are to be reviewed as quickly as possible after their receipt and approval letters sent to the Contractor immediately when such drawings and other submittals are acceptable.

When shop drawings and other submittals are found unacceptable or incorrect, their rejection should be prompt, complete and documented. Whenever shop drawings and other submittals do not meet Contract requirements, the Consultant is to notify the Contractor immediately, in writing, with a copy of the notification to the University.

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 University, having authority to receive and execute instructions given by the Consultant or its representative. The full-time superintendent with qualifications must be submitted to the Consultant and the University 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 University Project Coordinator, the Contractor and subcontractor or subcontractors (as requested) are to attend. Other representatives of the University may also participate. 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

University before such a letter is transmitted to the Contractor (see SUNY's sample letter).

ASBESTOS ABATEMENT: The Contractor will be required to provide substantial documentation, in duplicate, for Asbestos Abatement work. 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 University 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.

SALES AND USE TAXES AND EXEMPTIONS: Under the University'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 University.

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

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

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 University 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 University.

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

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

The Consultant must review the Contractor's proposal for reasonableness of the itemization, quantities and prices and for Contract compliance. If the proposal is acceptable, the Consultant should submit the proposal together with their review and recommendations, to the University's Project Coordinator and the Manager of Capital Programs & Construction 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 4.05 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 University.
- i. Any other pertinent data.

The Contractor is not to be copied with the Consultant's letter of recommendation to the University.

The University 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 University. Upon approval of the change order, approved copies may electronically be transmitted. For Field Orders, the University will electronically transmit the authorization letter to the Contractor. The Contractor can then request payment for any completed work via the Contract allowance.

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

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

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

Change and field orders that have been approved by the University should be referenced on pages 1 and 2 of the application for payment.

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/she believes any action by the Consultant or

the University 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 University before such a letter is transmitted to the Contractor (see sample back charge letter).

Payments and Reimbursements

It is policy of the University 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'S MONTHLY REQUESTS: 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 University procedures and adherence to them will avoid delay in the processing of requisitions by the University Controller, and in subsequent payment by the State Comptroller.

REGULAR MONTHLY PAYMENTS: The Contractor shall prepare and review a draft copy (a.k.a.: pencil copy) of the payment application with the Consultant and University Site Representative. Draft copy is to include Contract Breakdown, and any approved Change and Field Orders. Initial comments and questions by the Consultant and/or University should be addressed at this time.

A final review shall be performed by the University and the Consultant(s). The Contractor will have prepared one (1) copy of its payment application which is to include all pertinent payment forms (release of liens, certified payrolls, MWBE/EEO Compliance Reports, etc.)

The Contractor prepares the Monthly Application as follows: The Contractor's Application and Certification for Payment (Form UF-2) will be filled in and signed, as verification, by the Consultant and Contractor. The Consultant or Contractor will then submit a fully executed Application for Payment with all necessary back-up documentation to the University for processing.

PAYMENT FORMS: The Contractor's Monthly Application for Payment is to include the following:

UF-2 (Page 1)	Cover Page
UF-2 (Page 2)	Backup Page
CLC-8 Attachment 3.1	List of Change Orders. This is a supplemental form to the requisition, for listing of all change orders that have been executed. Only fully executed Change Orders are to be listed.
CLC-8 Attachment 3.2	List of Field Orders .This is a supplemental form to the requisition, for listing of all field orders that have been executed. Only fully executed Field Orders are to be listed.

- PW-12 Certified Payrolls: This certification must be completed on each weekly payroll form used by the contractor, subcontractor and sub-subcontractors who performed work being billed for on the monthly application for payment.
- 7554-13 Wage Rate Certifications. These are payment affidavits required by the New York State Department of Labor pursuant to Section 220-a of the Labor Law, and must be completed with original signatures. These forms are required from the General Contractor, all subcontractors and sub-subcontractors performing work under the Contract. **These forms are only required on the final payment and the guarantee payment when work is performed during the warranty period.**
- 7557-111 Monthly MWBE Compliance Report. Each payment application shall include Detail of Payments to MBE/WBE Subcontractors and Suppliers, Form 7557-111. The Contractor shall transfer all information to this form relative to MBE/WBE Subcontractors and suppliers. If no payment is due to one or more listed subcontractors or suppliers enter "None" in the appropriate space.
- 7557-110 Monthly EEO Workforce Utilization. Each payment application shall include details of Hours worked by Race/Ethnic Identification During Reporting Period.
- 7557-113 Quarterly MWBE Compliance Report. These reports are due prior to the end of each quarter (June 30, September 30, December 31, and March 31). Failure to comply with submitting the quarterly compliance reports on time shall result in the withholding of payments per Exhibit A-1.
- 7554-18 Contractors Release. Submit in duplicate with final payment or at a time as determined by the University's Project Coordinator.

"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.

Additional documents may be requested to substantiate a request for payment and any certifications required for payment of materials stored off the job site.

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

Asbestos Abatement Insurance – The contractor shall notify the consultant when asbestos abatement work has been completed by the contractor. The consultant reviews work and if finalized, issues letter to Construction Project Coordinator stating asbestos abatement work has been completed. A copy should be forwarded to University's Manager of Capital Programs & Construction to eliminate need to renew asbestos abate insurance.

PAYMENT FOR MATERIALS: Payment for materials delivered to site will be in accordance with Section 4.12 of the Construction Agreement. Payment for materials stored off-site will be in accordance with Section 4.14. The Contractor shall notify in advance, prior to the payment request, that materials stored off site will be requisitioned for. It is the Contractor's responsibility to coordinate and provide assistance to the consultant for verification of materials

stored off site. For materials stored off-site a Certificate of Liability Insurance that includes Builders Risk with Broad Form Extended Coverage Endorsement must be completed. The form to be used can be the ACORD 25 or an industry equivalent.

SUBSTANTIAL COMPLETION: When the project is substantially complete, in accordance with the provision of Section 4.10 of the Agreement, a final inspection is to be conducted in accordance with the provisions of the Section entitled "Closeout of Construction Contracts." At that time the Consultant shall prepare a list of all uncompleted, unaccepted and corrective work to be performed together with the estimated value thereof. After approval of this list by the University, the Contractor's retainage may be reduced to the cost of performing the work on the list plus an amount necessary, in the University'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, (see form attached), may be utilized to expedite this process.

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

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

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

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

OPERATING TESTS: All required tests must be been made and the results furnished to the University 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 University a testing log and respective test reports at the completion of the project.

RELEASE: The Contractor must provide an executed 7554-18 Final Release, which accompanies the final application for payment.

RECORD INFORMATION FROM THE CONTRACTOR: The Consultant has received from the Contractor all record information required by Fund Agreement Section 2.24 - Record Drawings and General Requirements. An electronic format of record information is required.

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

and approved by the Consultant and turned over to the Campus prior to scheduling training/demonstrations.

PUNCH LIST: The Consultant, Sub-Consultants, Contractor, and the University Project Coordinator have verified by inspection that the final punch list has been established. The punch list must be incorporated into the University's final acceptance.

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

FINAL PAYMENT: For projects that do not include a guarantee payment, the term "Final Payment" is used for processing an application for payment when all work has been accepted, excluding guarantee obligations, judgments, claims or liens against the contractor. When processing "Final Payments" please utilize the Contractor's Final Application for Payment.

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

- 7554-13, AC-2947 - Prime Contractor's Certification
- 7554-13, AC-2948 - Subcontractor's Certification
- 7554-13, AC-2958 - Sub-subcontractor's Certification

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

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

1. The Prime Contractor must provide each subcontractor with a copy of the schedule of wages and supplements specified in the Contract before the subcontractor's work is started.
2. The Prime Contractor must immediately obtain the subcontractor's certification. Such certification must be submitted by the prime contractor prior to or with the final payment, see form 7554-13 - Subcontractor's Certification.
3. If a sub-subcontractor is involved, it is the subcontractor's responsibility to obtain the certification from the sub-subcontractor that he/she has in fact received the wage rates contained in the subject project. The Prime Contractor must immediately obtain the sub-subcontractor's certification from the subcontractor which must be submitted by the Prime Contractor with the final payment. See 7554-13 Subcontractors Certification.

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 University prior to the Prime Contractor's final payment request. Failure to obtain and provide the required certifications will impact the Contractor's final payment.

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

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

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 University a copy at the time of certification does not relieve the Prime Contractor from the responsibility of attaching all original certifications to the final payment.

When project completion has been verified, the Contractor must submit the final application for payment including 7554-13 accompanied by 7554-18 - Release Form.

PRIME CONTRACTOR'S CERTIFICATION FROM GENERAL CONTRACTOR: The General Contractor must submit a Prime Contractor's Certification (Ref. 7554-13) for its work on the final payments. The payroll period ending date must cover the time period of the payment.

Closeout of Construction Contract

GENERAL

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

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

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

COMPLETION AND ACCEPTANCE

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

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

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

1. The Consultant must prepare a complete list with explicit descriptions of all uncompleted work for the project. Concurrently, the Consultant shall have all sub-consultants prepare a complete list with explicit descriptions of all uncompleted work for the project. The list must be issued as a single uniform document from the Consultant incorporating items provided by all sub-consultants. The list of deficiencies will be utilized for a final inspection walk through by the University, Consultant, Sub-consultants and Contractor.
2. The University, Consultant, and the Contractor must review the list independently or as a group prior to or while physically inspecting the project.
3. The inspection shall be performed as follows:
 - Roof
 - Interior space
 - Mechanical and electrical systems
 - Exterior
 - Site work
4. After the inspection has been completed, any new items discovered during the inspection will be added to the list. The uncompleted work list, as amended during the inspection, should be reproduced by the Consultant and furnished to the Contractor, and the University. If necessary, the Consultant, Sub-consultants, Contractor, and Mechanical and Electrical Subcontractors will assemble for a meeting conducted by the University representatives. Questions will be addressed concerning incomplete or missing items and punch list completion schedule. The University will utilize the list of items as the basis for the final acceptance punch list. It shall be the choice of the University 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 University 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 walk-through.

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
- Record survey of all underground utilities performed by a NYS licensed land surveyor
- 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 University will follow the above procedure, excluding exterior and site work for later inspection and turnover.

CERTIFICATES OF COMPLIANCE OR OCCUPANCY: A project for which a building permit has been issued requires a Certificate of Compliance or Certificate of Occupancy to be issued by the University. A Temporary Certificate of Compliance or Occupancy may be issued for a partial acceptance.

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

- Completion letter from the Contractor
- Acceptance letter from the Consultant with uncompleted work list
- The Construction Inspection Report
- The Final Inspection Report

A project for which a Building Permit Waiver has been issued will not require a Certificate of Compliance or Occupancy. The Construction Inspection Report, and Final Inspection Report, 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

END OF ONE-YEAR GUARANTEE PERIOD

The one-year guarantee normally starts with the jointly agreed upon date of turnover for each portion of a facility. Approximately, thirty days prior to end of the one-year guarantee period, the University shall 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 University will provide this listing to the Consultant who in turn will notify the University 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 Consultant will, after the Contractor corrects all guarantee deficiencies, schedule the End of Guarantee inspection after coordinating with the University. If any guarantee items are still not completed at the time of inspection, the Contractor will have to complete all guarantee items before a guarantee payment is made.

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

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

- Campus Sign-off
- End of One Year Guarantee Period letter to Campus
- End of One Year Guarantee Period letter to Contractor

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**STATE UNIVERSITY OF NEW YORK
CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT**

Application Date: _____
 Project No.: _____
 Contract No.: _____
 Payment No.: _____

Schedule of Values

Item #	Description	1	2	3	4	5	6
		Scheduled Value	Completed Work		Materials Stored	Total to Date	Balance to Finish
			Previous Payments	This Application			
1	General Conditions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Site Supervision	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Insurances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	One-Year Guarantee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Divisions 2 - 48						
6	Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Material	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Material	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Material	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Material	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F.O. Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Alternates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Close out Documents - 5% Total Contract Value						
16	As-builts (2%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	O & M Manuals (2%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Training (1%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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 (AC 2947)

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(s) required to be obtained by the
contractor from the subcontractor(s).
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 _____, (if more than one subcontractor
list name and date separately) the last day worked on the project by their subcontractor(s), (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
subcontractor(s).

New York State Labor Law, Section 220-a

Prime Contractor’s Certification (AC 2947) – page 2

- 6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractor(s) 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 for foregoing instrument and acknowledged that she/he executed the same

Notary Public

County

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).



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 (AC 2948)

- 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 Wage 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 for foregoing instrument and acknowledged that she/he executed the same.

Notary Public
County

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).



Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDSD
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a

Sub-subcontractor's Certification (AC 2958)

- 1. 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 for foregoing instrument acknowledged that she/he executed the same.

Notary Public
County

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).



Contractors Release

The undersigned hereby acknowledges that pursuant to Contract/Purchase Order Number _____ dated ____ / ____ / ____ , where in the undersigned agreed to perform the work contained in Project Number _____ titled _____ the State University of New York has paid or will pay the undersigned, or entity represented by or through the undersigned, the sum of _____ (\$ _____) dollars.

The said amount is the full and entire sum due from the State University of New York to the undersigned under the above contract, except for monies retained by the University pursuant to the provisions of contract, including, but not limited to, money, if any, due to the undersigned by reason of extra work, labor or materials furnished or performed in connection with, relating to, or arising out of the subject matter of said contract. In consideration of such payment, the undersigned hereby releases and discharges the State of New York and the State University of New York, their officers, agents and employees, of and from all claims of liability to the undersigned for anything furnished or performed in connection therewith, relating to or arising out of the contract or out of the work covered by said contract, including, but not limited to, all claims for extra work, labor or materials and for any prior act, neglect, or default on the part of the State of New York or the State University of New York or any of their officers, agents, or employees in connection therewith, except for the aforesaid retained monies.

The undersigned further acknowledges that neither the aforesaid payment nor acceptance by the State University of New York of the work covered by the above contract shall in any way or manner operate as, or constitute, a release or waiver of the undersigned’s obligations, undertakings, or liabilities under said contract or in any way affect or limit the same.

In witness whereof, the undersigned has caused its name to be subscribed and its seal affixed this

_____ day of _____ 20_____ .

Name of Contractor

Signature (Officer of the Company)

Name

Title



Authorization to Proceed 7555-14

Date

Contractor

Subject: Notice to Proceed
Project No.
Project Title
Contract No.

Gentlemen,

You are hereby authorized to initiate work of the subject project under contract number xxxxxx. The terms and conditions of the said contact are in full force and effect and shall apply in their entirety. Enclosed you will find the fully executed SUNY Agreement.

Kindly indicate your agreement to the foregoing by signing below in the space provided. Return the two (2) enclosed copies of this letter to the campus, attention:

Erika Wachter
2350 Broad Hollow Road
Farmingdale, NY 11735

Sincerely,

Erika Wachter
Manager of Capital Programs & Construction

Enclosures

- 1. *Fully executed contract*

I hereby acknowledge and accept this notice to proceed including all relevant information and contract terms and conditions in its entirety.

(INSERT FULL LEGAL NAME OF CONTRACTOR)

By: _____

_____/_____/_____

Date

Title: _____



FORM OF BACKCHARGE LETTER

DATE

Re: FSC Project No.
Title

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 University, 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 University under the Contract.

Very truly yours,

Signed by Consultant or University

**FARMINGDALE STATE COLLEGE
WAIVER OF BUILDING PERMIT REQUIREMENT**

Project Title:

SUNY Campus:

FSC Project No.:

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

OR

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

John S. Dzinanka, Director of Physical Plant
Facilities Office

TO: John Dzinanka

FROM: (Coordinator)

DATE:

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

cc: E. Wachter - attached to Notice of Award

(CONTRACTOR LETTERHEAD)

Date:

Re: FSC Project No.
Project Title

Farmingdale State College
2350 Broad Hollow Road
Farmingdale, NY 11735

Attention: Ms. Erika Wachter
Manager of Capital Programs & Construction

Subject: COMPLETION OF PROJECT

Ms. Wachter,

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: FSC Project No.
Project Title

Farmingdale State College
2350 Broad Hollow Road
Farmingdale, NY 11735

Attention: Ms. Erika Wachter
Manager of Capital Programs & Construction

Subject: ACCEPTANCE OF PROJECT

Ms. Wachter,

Please be advised that to the best of our knowledge and belief, the captioned project has been completed in accordance 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/Compliance be issued for the project.

Very Truly Yours,

(Consultant of Record)

Cc: Project Coordinator



**STATE OF NEW
YORK**
Farmingdale State College
**CHECKLIST FOR SUBSTANTIAL
COMPLETION**

FSC Project No. _____

Project Title:

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

Notes:

Approved by:

Date:



CODE COMPLIANCE CERTIFICATE

Consultant of Record: Project _____

Title: _____

SUNY Campus: SUNY _____

Project No.: _____

Effective Date of Occupancy: _____

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

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

John S. Dzinanka,
Director of Physical Plant
Code Compliance Manager
Certification No. 0493-7139B

*See final Change Order for final cost and Change Order file for changes relating to this project



TEMPORARY CODE COMPLIANCE CERTIFICATE

Consultant of Record: _____

Project Title: _____

SUNY Campus: _____

SUNY Project No.: _____

Effective Date of Occupancy: _____

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

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

LIST OF SPACES TO BE OCCUPIED

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

John S. Dzinanka
Director of Physical Plant
Code Compliance Officer
Certification No. 0493-7139B

*See final Change Order for final cost and Change Order file for changes relating to this project



FINAL INSPECTION REPORT

Consultant of Record: Project

Title:

FSC Project No.:

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

Represented by:

FSC Consultant

Engineer(s)

General Contractor

Subcontractor(s)

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

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

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

FSC Project Coordinator

Manager of Capital Programs & Construction

**See final Change Order for final cost and Change Order file for changes relating to this project*



PERMIT CHECKLIST FOR PROJECTS REQUIRING BUILDING PERMIT AND CODE COMPLIANCE CERTIFICATE

1. FSC Project No.
2. Project Title
3. Date of Building Permit
4. Expiration Date of Building Permit
5. Date of Extension of Building Permit
6. Expiration Date of Extended Building Permit
7. Date of Partial Acceptance Inspection
8. Date of Temporary Code Compliance Certificate
9. Code Compliance Manager Issuing Certificate
10. Code Compliance Manager Issuing Temporary Code Compliance Certificate
11. Code Compliance Manager Issuing Code Compliance Certificate



Date

Re: FSC Project No.
Project Title

Contractor
Address

SUBJECT: FINAL INSPECTION AND ACCEPTANCE (FINAL)

Gentlemen:

On XXX, an inspection of the above-referenced project was made by representatives of the College (<<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,

Erika Wachter
Manager of Capital Programs & Construction
Farmingdale State College

cc: Consultant



Date

Re: FSC Project No.
Project Title

Contractor
Address

SUBJECT: END OF ONE-YEAR-GUARANTEED PERIOD

Gentlemen:

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

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

Very truly yours,

Erika Wachter
Manager of Capital Programs & Construction
Farmingdale State College

cc: Consultant



Request for Cost Proposal (Change Order)

(insert date)

(insert recipient name)

(insert recipient address)

Subject: Request for Cost Proposal (Change Order)

Project No. *(insert project number)*

Project Title *(insert project name)*

Contract No. *(insert contract number)*

Dear *(insert recipient name)*,

Please submit a detailed, itemized quote for the changes described below. Include any increase or decrease in time required, which would affect the contract completion date. All terms and conditions of the Contract apply to the work described below.

THIS IS NOT A CHANGE ORDER OR NOTICE TO PROCEED WITH THE WORK.

Written Description of the Proposed Work Change: *(insert information)*

Supporting Documentation

1. *(insert information)*
2. *(insert information)*
3. *(insert information)*

FIELD ORDER PROPOSAL DATA SHEET

Project Name: _____ Date: _____

Project Number: _____ Reviewer: _____

Contract Number: _____ Contractor: _____

Field Order Number: _____ Consultant: _____

Review

1. Description of change:

2. Type of change:

a. Field Order

Field Condition Omission Error

3. Completion Date

a. Current Completion Date _____

b. Extend Completion Date by _____

4. Status of Work

Request Proceed Order Work Started Work Complete Work Not Started

5. Cost Basis for Work

Lump Sum Unit Price Time and Material, Not to Exceed

6. Field Order Allowance Balance

a. Before this field order _____

b. Cost of this field order _____

c. After this field order _____

7. Accompanying Documentation

Initial request for change

Consultant Letter

Detailed Backup

Approval

Signature

Date

Name

Title: Manager of Capital Programs & Construction

FIELD ORDER PROPOSAL Project No: _____

No overhead or profit is to be included for field orders in accordance with Section 4.05 of the Construction Agreement

CHANGE DESCRIPTION:

Contractor Name: _____	Date: _____
Address: _____	Contract No.: _____
Telephone No.: _____	Field Order No.: _____
	Change Proposal No.: _____

	Round Totals to Nearest Dollar	SUNY Revisions
SECTION A: CONTRACTOR WORK		
1. Total Contractor Labor		
2. Total Contractor Material		
3. Total Contractor Equipment		
4. Total Unit Price Costs		
5. SUBTOTAL (Total lines 1 thru 4)	\$ -	
6. Total Premium Portion of Contractor Labor		
7. CONTRACTOR TOTAL (Total lines 5 & 6)	\$ -	

	Round Totals to Nearest Dollar	
SECTION B: SUBCONTRACTOR WORK (Provide a separate form <u>for each</u> Subcontractor.)		
8. Names of Subcontractors:		
A. _____		
B. _____		
C. _____		
D. _____		
E. _____		
F. _____		
9. TOTAL SUBCONTRACTOR PROPOSALS (Total lines A thru F)	\$ -	
10. Contractor's Override on Subs' Proposals:		
11a. 10% of first \$10,000 of line 10 (\$1,000 maximum)	\$ -	
11b. 5% of next \$90,000 of line 10 (\$4,500 maximum)	\$ -	
11c. 3% of sum in excess of \$100,000 of line 10	\$ -	
11. Total Premium Portion of Subcontractor Labor		
12. SUBCONTRACTOR TOTAL	\$ -	

SECTION C: TOTAL CONTRACT UNIT PRICE(S)	13	
--	----	--

	Round Totals to Nearest Dollar	
SECTION D: CONTRACTOR'S REQUESTED TOTAL		
AMOUNT REQUESTED (Total lines 7, 12, and 13)	\$ -	

_____ Contractor's Signature	_____ Date
_____ Print Name of Authorized Representative	_____ Print name of Contact Person (if different)
_____ Print Title	_____ Phone No. (if different from above)

SECTION E: PROJECT COORDINATOR'S COMMENTS:

Contractor Instructions: Complete fields shaded in red. If a detailed change description is requested attach one to this form. Sign and date the form and submit to your Campus Representative.

CHANGE ORDER PROPOSAL

Project No:

CHANGE DESCRIPTION:

Contractor Name: _____	Date: _____
Address: _____	Contract No.: _____
Telephone No.: _____	Field Order No.: _____
	Change Proposal No.: _____

		<i>SUNY Revisions</i>	
		Round Totals to Nearest Dollar	
SECTION A: CONTRACTOR WORK			
1. Total Contractor Labor			
2. Total Contractor Material			
3. Total Contractor Equipment			
4. Total Unit Price Costs			
5. SUBTOTAL	(Total lines 1 thru 4)	\$	-
6. Contractor's Override Combined O & P	(15% of line 5)	\$	-
7. Total Premium Portion of Contractor Labor			
8. CONTRACTOR TOTAL	(Total lines 5, 6 & 7) 8.	\$	-

		Round Totals to Nearest Dollar	
SECTION B: SUBCONTRACTOR WORK	(Provide a separate form for each Subcontractor.)		
9. Names of Subcontractors:			
A. _____			
B. _____			
C. _____			
D. _____			
E. _____			
F. _____			
10. TOTAL SUBCONTRACTOR PROPOSALS	(Total lines A thru F)	\$	-
11. Contractor's Override on Subs' Proposals:			
11a. 10% of first \$10,000 of line 10	(\$1,000 maximum)	\$	-
11b. 5% of next \$90,000 of line 10	(\$4,500 maximum)	\$	-
11c. 3% of sum in excess of \$100,000 of line 10		\$	-
12. Total Premium Portion of Subcontractor Labor			
13. SUBCONTRACTOR TOTAL	13.	\$	-

SECTION C: TOTAL CONTRACT UNIT PRICE(S)	14.	\$	
--	-----	----	--

		Round Totals to Nearest Dollar	
SECTION D: CONTRACTOR'S REQUESTED TOTAL			
AMOUNT REQUESTED	(Total lines 8, 13, and 14)	15.	\$ -

Contractor's Signature Date

Print Name of Authorized Representative

Print Title

Print name of Contact Person (if different)

Phone No. (if different from above)

SECTION E: PROJECT COORDINATOR'S COMMENTS:

Contractor Instructions: Complete fields shaded in red. Include back up to this form; i.e. subs proposals and/or supplier quotes. Sign and date the form and submit to your Campus Representative & Consultant.



Contract Change Order

(insert date)

(insert recipient name)

(insert recipient address)

Subject: Request for Cost Proposal (Change Order)

Project No. *(insert project number)*

Project Title *(insert project name)*

Contract No. *(insert contract number)*

Dear *(insert recipient name)*,

In accordance with the terms and conditions of the above contract, you are hereby authorized and directed to make the changes and modifications described in the attached Request for Cost Proposal dated ___/___/___ for the amount indicated in your reply to same, dated ___/___/___.

The Original Contract Amount was \$_____

Net Changes from Prior Change Orders are \$_____

The Previous Contract Amount was \$_____

This Change Order will *(increase/decrease or not affect)* the Contract amount by \$_____

The new Contract Amount, including this Change Order, will be \$_____

This Change Order will *(increase/decrease or not affect)* the Completion Date by (_____) days

Kindly indicate your agreement to the foregoing by signing the following page in the space provided. Return the three (3) enclosed copies of this letter to the campus, attention:

(insert campus contact name)

(insert contact address)

Sincerely,
(insert name and title)

I hereby acknowledge and accept this letter of authorization including its change order cost proposal, other relevant information, and contract terms and conditions in their entirety.

(INSERT FULL LEGAL NAME OF CONTRACTOR)

By: _____

_____/_____/_____

Date

Title: _____

(INSERT FULL LEGAL NAME OF CONSULTANT)

By: _____

_____/_____/_____

Date

Title: _____

State University of New York

By: _____

_____/_____/_____

Date

Title: _____



(insert date)

(insert recipient name)

(insert recipient address)

Subject: Field Order Authorization to Proceed

Project No. *(insert project number)*

Project Title *(insert project name)*

Contract No. *(insert contract number)*

Dear *(insert recipient name)*,

You are hereby authorized and directed under the subject contract to make the changes set forth in the following field order.

- Field Order Number _____
- Contractor Field Order Proposal Number _____
- Estimated Field Order Amount \$_____

The terms and conditions of the said contact are in full force and effect and shall apply in their entirety. Upon receipt of this Authorization Letter this Field Order becomes part of the Contract, and you are obligated to immediately proceed with the work. You may apply for reimbursement from the field order allowance as work progresses.

Sincerely,

(insert campus contact name)

(insert title)

(insert contact address)

Enclosures

1. *(list enclosures)*

Listing of Change Orders

Project Name: _____ Project Number: _____

No.	Change Order Description	Change Order Estimate	Change Order Actual Cost	Previous Contract Amount	New Contract Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					

Listing of Field Orders

Project Name: _____ Project Number: _____

No.	Field Order Description	Field Order Estimate	Field Order Actual Cost	Previous Contract Field Order Balance <i>(not to exceed 3% of the contract total)</i>	New Contract Field Order Balance
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					



Weekly Fire Code Review

FSC Project No.

Contractor: Firm ID:

Location(s):

Contractor Fire Prevention Program Superintendent:

Campus Fire Prevention Program Manager:

Code Enforcement Official (CEO):

#	All bracketed references are from NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations, unless otherwise noted. This is not a complete list of requirements.	YES	NO	N/A
1	Temporary Separation Walls {8.6.2}: Is there adequate separation between the work area and the rest of the building (One hour separation walls and 45 min opening protectives are often required by 8.6.2)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Temporary Enclosures {4.3.1}: Are all panels, tarps, plastic sheeting, etc. flame retardant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Impairments {NYS Fire Code Chapter 1003}: <input type="checkbox"/> Have paths of egress from occupied areas been maintained? {NYS Fire Code Chapter 1003}: <input type="checkbox"/> If fire alarm/detection systems in occupied areas have been temporarily impaired. Has the Campus Fire Prevention Program Manager approved the impairments/restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Fire Extinguishers {4.3.4}: <input type="checkbox"/> Are appropriate fire extinguishers readily available, with a maximum travel distance of 50 feet? <input type="checkbox"/> Have fire extinguishers been provided within temporary enclosures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Internal Combustion Devices {4.4}: <input type="checkbox"/> Are all internal combustion devices, where required, exhausted outside, with a least 9 inches between exhaust and combustible materials? <input type="checkbox"/> Is refueling only done on cool engines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Temporary Heating {5.2}: Is temporary heating equipment listed and being used according to the manufacturer's requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Hot Work Programs {5.1}: <input type="checkbox"/> Is there a current permit for ongoing operations? <input type="checkbox"/> Are all precautions required by the permit in place? <input type="checkbox"/> Is there a dedicated fire watch? <input type="checkbox"/> Does the fire watch extend after the completion for work (e.g., usually minimum of 30 min. in general or 2 hrs for roofs)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Waste {5.4}: Are accumulations of waste materials, dust, and debris removed at the end of each shift (or more frequently as needed)? <input type="checkbox"/> Are materials subject to spontaneous ignition (e.g., oily rags) stored in listed disposal containers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Trash Chutes {5.4}: Are trash chutes non-combustible, or provided with sprinkler protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Flammable/Combustible Liquids {5.5}: Are flammable/combustible liquids in proper containers and is there less than a total of 60 gallons inside and within 50 feet of the structure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Compressed Gases {NYS Fire Code Chapter 30}: Are compressed gases properly stored and being used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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#	All bracketed references are from NFPA 241, <i>Standard for Safeguarding Construction, Alteration, and Demolition Operations, unless otherwise noted. This is not a completed list of requirements.</i>	YES	NO	N/A
12	Electrical {6.1}: <input type="checkbox"/> Are extension cords rated and free from damage? <input type="checkbox"/> Do all branch circuits originate in approved power outlets or panel boards with over-current protection? <input type="checkbox"/> Are all circuits grounded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Lighting {6.1.3}: <input type="checkbox"/> Do all temporary lights have guards? <input type="checkbox"/> Are lights only suspended by their cords when designated to be so suspended? <input type="checkbox"/> Are they fastened securely, if necessary, to prevent ignition of combustible materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Fire Safety Plan {7.1}: Has a fire safety plan been established and has a Fire Prevention Program Superintendent been designated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Fire Alarms {7.4}: <input type="checkbox"/> Is there a readily available pull box for fire alarms? <input type="checkbox"/> If a telephone is used, are instructions clearly posted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Command Post/Evac Area {7.5} <input type="checkbox"/> Is there a designated command post provided with plans, emergency info., keys, communication, and other equipment as needed? <input type="checkbox"/> Is there a clear post-evacuation muster location?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Fire Access {7.5}: <input type="checkbox"/> Are pre-approved fire department access routes being maintained? <input type="checkbox"/> Is there clear access to hydrants, standpipe and fire department connections?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Standpipes {7.6, 8.7.4}: Are standpipes ready for use, and remain within one floor of the top level during construction/demolition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Egress {7.8}: Is the means of egress acceptable (e.g. properly marked, clear, safe, lighted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Sprinkler {8.7.3}: <input type="checkbox"/> Is the sprinkler in place as soon as practicable following construction? <input type="checkbox"/> Are sprinkler valves checked at the end of each shift?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Fire Cutoffs {8.6.1}: <input type="checkbox"/> Are fire walls and exit stairwells, where required for the completed building, given construction priority for installation? <input type="checkbox"/> Are fire doors installed as soon as practicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Stairs {7.5.6}: Is a stairwell provided for the building? <input type="checkbox"/> Is the stairwell extended upward as each floor is installed in new construction and maintained for each floor still remaining in demolition? <input type="checkbox"/> Is it lighted? <input type="checkbox"/> Is it enclosed when the building exterior walls are in place? <input type="checkbox"/> Is signage provided indicating floor level, stair designation, and exit path directions? <input type="checkbox"/> Are extinguishers provided at each floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Impairments to fire protection systems or fire alarm, detection or communication systems {7.2.4}: <input type="checkbox"/> Are temporary impairments of all fire protection devices and alarm/detection systems immediately removed upon completion of work in the area and at the end of each shift? <input type="checkbox"/> Is there an impairment coordinator?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of Violations:				

Notes:

Completed Report Submission Information:

Distribution: Contractor, Campus, Project File

Submitted to:

Submission Date:

Reviewer:

Date of Review:

**Project Close-Out &
Final Payment Requirements Checklist**
Project Name – Project #
Contractor Name
Date

Submitted	Rejected	Not Submitted	Not Applicable	Description	Related Specification Sections	Individual Specification Sections Remarks
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Punch List *Submit written approval from college/consultant confirming that all punch list items are complete.	<ul style="list-style-type: none"> ▪ Agreement: Section 2.23 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Final Payment Requisition *Submit final payment requisition with Certified Payroll Sheets.	<ul style="list-style-type: none"> ▪ Agreement: Section 4.18 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Final MWBE Utilization Plan		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Final Release of Liens *Submit releases of liens for the contractor, all subcontractors and others (suppliers) who may have lien rights against the owner's property.		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Record Drawings	<ul style="list-style-type: none"> ▪ Agreement: Section 2.24 ▪ Individual specification sections 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warranty / Guarantee Documents	<ul style="list-style-type: none"> ▪ Agreement: Section 2.25 ▪ Individual specification sections 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Record Survey	<ul style="list-style-type: none"> ▪ Division 1 – General Requirements: Section C.30 ▪ Individual specification sections 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Material Safety Data Sheets (MSDS)	<ul style="list-style-type: none"> ▪ Division 1 – General Requirements: Section C.22 ▪ Individual specification sections 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attic Stock / Extra Materials / Special Tools	<ul style="list-style-type: none"> ▪ Individual specification sections 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Startup & Testing	<ul style="list-style-type: none"> ▪ Individual specification sections 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Demonstration / Training	<ul style="list-style-type: none"> ▪ Individual specification sections 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Operation Instructions / Maintenance Manuals	<ul style="list-style-type: none"> ▪ Division 1 – General Requirements: Section C.5 ▪ Individual specification sections 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Final Clean-up	<ul style="list-style-type: none"> ▪ Division 1 – General Requirements: Section C.2 ▪ Individual specification sections 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous	<ul style="list-style-type: none"> ▪ Individual specification sections 	

Note: This checklist is just a guide. The contractor is responsible for reviewing contract documents to verify that they fulfill all close-out requirements.

FIELD REPORT

PROJECT: PROJECT NAME FIELD REPORT NO. / DATE: ## - XX/XX/XX

CONTRACTOR: CONTRACTOR NAME ARCHITECT: ARCHITECT NAME

CONTRACTOR SITE SUPERVISOR: NAME

DATE: Xxxxxday XX/XX/XX TIME: X:XX PM WEATHER: XXXXXX TEMP.RANGE: XX - XX

EST. % OF COMPLETION: XXX CONFORMANCE WITH SCHEDULE (+, -): XX

TRADES / (SUB)CONTRACTORS ON SITE: PRESENT AT SITE: # - Super, # - Workers, Total Worker Count: (#)

- Contractor Name
- Contractor Name

WORK IN PROGRESS:

- No work was performed today.

OBSERVATIONS:

N/A

ITEMS TO VERIFY:

N/A

INFORMATION OR ACTION REQUIRED:

N/A

REPORT BY:

INITIAL:

Is this a final Report? Check one.
 Yes No

QUARTERLY MWBE COMPLIANCE REPORT

Campus Funded
 Campus Let

Contract No. _____

The following information indicates the payment amounts made to the contractor by the State University of New York (SUNY) at _____ and payments made to the NYS certified MWBEs by the contractor on this project. The payments shown are in compliance with the documents for the above referenced contract.

Start Date _____
 Contractor _____
 Contract _____
 Amount: _____
 MBE Goal/Amount _____ % = _____
 WBE Goal/Amount _____ % = _____

Projected Completion Date _____
 Contract #/Description _____
 Paid to Contractor this Quarter _____
 Total Paid to Contractor to Date _____

Actual Completion Date _____
Quarter being Reported (check one)
 1st Quarter (April 1 – June 30)
 2nd Quarter (July 1 – September 30)
 3rd Quarter (October 1 – December 31)
 4th Quarter (January 1 – March 31)

M/WBE Subcontractor/Vendor	Product Code*	Work Status This Report	Total Subcontractor Contract Amount		Payments This Quarter		Previous Payments		Total Payments Made to Date	
			MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Name: FED ID #: Invoice #: Invoice Date:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: FED ID #: Invoice #: Invoice Date:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: FED ID #: Invoice #: Invoice Date:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: FED ID #: Invoice #: Invoice Date:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: FED ID #: Invoice #: Invoice Date:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								

Documentation of previous Quarter's payments to M/WBE Subcontractors/Vendors has been received by SUNY: YES NO * See Reserve Side for Product Codes.

MWBE Form 113

 Name & Title

 Signiture

 Date

PRODUCT KEY CODE

A	=	Agriculture/Landscaping (e.g., all forms of landscaping services)
B	=	Mining (e.g., geological investigation)
C	=	Construction
C15	=	Building Construction - General Contractors
C16	=	Heavy Construction (e.g., highway, pipe laying)
C17	=	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	=	Manufacturing
E	=	Transportation, Communication and Sanitary Services (e.g., delivery services, warehousing, broadcasting and cable systems)
F/G	=	Wholesale/Retail Goods (e.g., gavel, hospital supplies and equipment, food stores, computer stores, office supplies)
G52	=	Construction Materials (e.g., lumber, paint, law supplies)
	=	Financial, Insurance and Real Estate Services
	=	Services
173	=	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
180	=	Health Services
181		Legal Services
182		Educations Services (e.g., AIDS education, automobile safety, tutoring, public speaking).
183		Social Services (Counselors, vocational training, child care).
187		Engineering, architectural, accounting, research, management and related services.

Operatives	Heavy and Tractor-Trailer Truck Drivers	(53-3032)											
Craft Workers	Structural Iron and Steel Workers	(47-2221)											
Craft Workers	Carpenters	(47-2031)											
Craft Workers	Cement Masons and Concrete Finishers	(47-2051)											
Craft Workers	Electricians	(47-2111)											
Craft Workers	Plumbers, Pipefitters, and Steamfitters	(47-2152)											
Craft Workers	Painters	(47-2141)											
Labors and Helpers	Construction Laborers	(47-2061)											
	Other -												
TOTAL EMPLOYEES													

Preparer's Name:

Preparer's Title:

Date:

Campus Name:

By checking this box, I certify that I personally completed this document and I adopt the name typed above as my electronic signature under the NYS Electronic Signatures and Records Act, with like legal force and effect as if I had physically signed the document.

PRODUCT KEY CODE

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Useful Links

Procedures and Reference Information

Management of Construction Projects – Procedures Manual

http://www.farmingdale.edu/administration/administration-finance/physical-plant/information_to_bidders.shtml

Contractor's Application and Certification for Payment UF-2

http://www.farmingdale.edu/administration/administration-finance/physical-plant/information_to_bidders.shtml

Contractor's Certifications

http://www.suny.edu/sunypp/documents.cfm?doc_id=429

Final Release

http://www.suny.edu/sunypp/documents.cfm?doc_id=429

SUNY MWBE Forms & Procedures

http://www.suny.edu/sunypp/documents.cfm?doc_id=611#forms

Field Order and Change Order Guidance Documents

<http://system.suny.edu/capital-facilities/guidance-documents/>

New York State Department of Labor Public Work

<https://labor.ny.gov/workerprotection/publicwork/PWContents.shtm>

SUCF Program Directives

<http://www.sucf.suny.edu/design/projdirp.cfm>

