

AMENDMENT NO. 7

WHEREAS, Suffolk County Community College ("College") and BBS Architects & Engineers, P.C. ("Consultant") entered into an Agreement on June 2, 2010 wherein Consultant agreed to design the science, technology and general classrooms building on the Ammerman Campus in Selden, New York ("Services"); and

WHEREAS, the parties have previously executed six (6) Amendments to the Agreement which have extended the term thereof to December 31, 2019; and

WHEREAS, the College desires to further extend the Agreement upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **January 1, 2020** through such time as all Services contemplated under the Agreement are satisfactorily completed in full;
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

BBS Architects & Engineers, P.C.
FID # 11-3039128

By: 
Frederick W. Seeba
Managing Partner

Date: 2/28/20

Approved as to Legality:
Suffolk County Community College

By: 
Alicia S. O'Connor
College Deputy General Counsel


Date: 3/4/2020

Suffolk County Community College

By: 
Louis J. Petruzzo
Interim President

Date: 03/09/2020

Approved:
Suffolk County Community College

By: 
Mark D. Harris, DBA
Vice President for Business and
Financial Affairs

Date: MAR 04 2020

AMENDMENT NO. 6

WHEREAS, Suffolk County Community College ("College") and BBS Architects & Engineers, P.C. ("Consultant") entered into an Agreement on June 2, 2010 wherein Consultant agreed to design the science, technology and general classrooms building on the Ammerman Campus in Selden, New York ("**Services**"); and

WHEREAS, on July 13, 2016, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2016; and

WHEREAS, on February 15, 2017, the parties executed Amendment No. 2 to the Agreement which extended the term thereof to December 31, 2017; and

WHEREAS, on January 22, 2018, the parties executed Amendment No. 3 to the Agreement which extended the term thereof to June 30, 2018; and

WHEREAS, on July 2, 2018, the parties executed Amendment No. 4 to the Agreement which extended the term thereof to December 31, 2018; and

WHEREAS, on December 21, 2018, the parties executed Amendment No. 5 to the Agreement which extended the term thereof to June 30, 2019; and

WHEREAS, the College desires to further extend the Agreement for **six (6) months** upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended beginning **July 1, 2019 through December 31, 2019** at no additional cost; and
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

BBS Architects & Engineers, P.C.
FID # 11-3039128

By: 
Frederick W. Seeba
Managing Partner

Date: 6/26/19

Approved as to Legality:
Suffolk County Community College

By: 
Alicia S. O'Connor
College Deputy General Counsel



Date: 7/2/19

Suffolk County Community College

By: 
Louis J. Petrizzo
College General Counsel/Executive V.P.

Date: 07/09/18

Approved:
Suffolk County Community College

By: 
Gail Vizzini, Vice President for Business and Financial Affairs

SARAGORTA
ASSOCIATE DEAN OF FINANCE

Date: 7/3/19

AMENDMENT NO. 5

WHEREAS, Suffolk County Community College ("College") and BBS Architects & Engineers, P.C. ("Consultant") entered into an Agreement on June 2, 2010 wherein Consultant agreed to design the science, technology and general classrooms building on the Ammerman Campus in Selden, New York ("Services"); and

WHEREAS, on July 13, 2016, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2016; and

WHEREAS, on February 15, 2017, the parties executed Amendment No. 2 to the Agreement which extended the term thereof to December 31, 2017; and

WHEREAS, on January 22, 2018, the parties executed Amendment No. 3 to the Agreement which extended the term thereof to June 30, 2018; and

WHEREAS, on July 2, 2018, the parties executed Amendment No. 4 to the Agreement which extended the term thereof to December 31, 2018; and

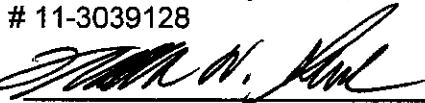
WHEREAS, the College desires to further extend the Agreement for six (6) months upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The College and the Consultant agree to extend the term of the Agreement from **January 1, 2019 through June 30, 2019** at no additional cost;
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

BBS Architects & Engineers, P.C.
FID # 11-3039128

By: 
Frederick W. Seeba
Managing Partner

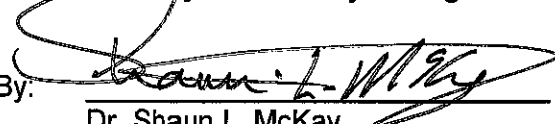
Date: 12/13/18

Approved as to Legality:
Suffolk County Community College

By: 
Louis J. Petruzzo
College General Counsel/Executive V.P.

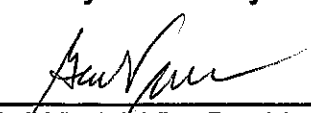
Date: 12/18/18

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President

Date: 12/21/18

Approved:
Suffolk County Community College

By: 
Gail Vizzini, Vice President for
Business and Financial Affairs

Date: DEC 19 2018

AMENDMENT NO. 4

WHEREAS, Suffolk County Community College ("College") and BBS Architects & Engineers, P.C. ("Consultant") entered into an Agreement on June 2, 2010 wherein Consultant agreed to design the science, technology and general classrooms building on the Ammerman Campus in Selden, New York ("Services"); and

WHEREAS, on July 13, 2016, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2016; and

WHEREAS, on February 15, 2017, the parties executed Amendment No. 2 to the Agreement which extended the term thereof to December 31, 2017; and

WHEREAS, on January 22, 2018, the parties executed Amendment No. 3 to the Agreement which extended the term thereof to June 30, 2018; and

WHEREAS, the College desires to further extend the Agreement for six (6) months upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The College and the Consultant agree to extend the term of the Agreement from July 1, 2018 through December 31, 2018 at no additional cost;
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

BBS Architects & Engineers, P.C.
FID # 11-3039128

By: [Signature]
~~Roger Smith~~ FREDERICK W. SEEBE
President MANAGING PARTNER

Date: 6/26/18

Approved as to Legality:
Suffolk County Community College

By: [Signature]
~~Louis J. Petrizzo~~ AUCIA S. O'CONNOR
College General Counsel/Executive V.P.
DEPUTY

Date: 7/2/18

Suffolk County Community College

By: [Signature]
~~Dr. Shaun L. McKay~~ LOUIS J. PETRIZZO
President COLLEGE GENERAL COUNSEL/EXECUTIVE
V.P.

Date: 07/02/18

Approved:
Suffolk County Community College

By: [Signature]
Gail Vizzini, Vice President for
Business and Financial Affairs

Date: 6/28/18

AMENDMENT NO. 3

WHEREAS, Suffolk County Community College (“College”) and BBS Architects & Engineers, P.C. (“Contractor”) entered into an Agreement on June 2, 2010 wherein Contractor agreed to design the science, technology and general classrooms building on the Ammerman Campus in Selden, New York (“Services”); and

WHEREAS, on July 13, 2016, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2016; and

WHEREAS, on February 15, 2017, the parties executed Amendment No. 2 to the Agreement which extended the term thereof to December 31, 2017; and

WHEREAS, the College desires to further extend the Agreement for six (6) months upon the same terms, conditions and cost as the original Agreement, and to supplement certain provisions thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The Agreement shall be extended for six (6) months from **January 1, 2018 through June 30, 2018**; and
- 2) The certificate of liability insurance to be provided to the College, as required by paragraph 4 of the Agreement, shall make reference to the above-indicated Contract No. and Project Name; and
- 3) **College’s Non-Discrimination Notice**

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College’s non-discrimination policies:

Civil Rights Compliance Officers:

Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or


Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051; and

- 4) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

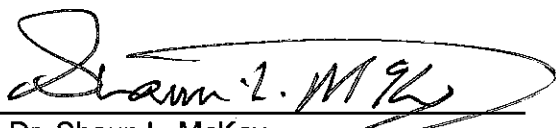
IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

BBS Architects & Engineers, P.C.
FID # 11-3039128

Suffolk County Community College

By: 

Roger Smith
President

By: 

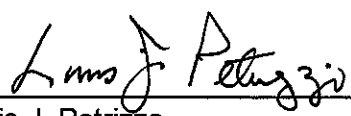
Dr. Shaun L. McKay
President

Date: 1/15/2018


Date: 1/22/18

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: 

Louis J. Petrizzo
College General Counsel/Executive V.P.

By: 

Gail Vizzini
Vice President for Business and
Financial Affairs

Date: 01/18/18

Date: 1-19-18

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and BBS Architects & Engineers, P.C. ("Contractor") entered into an Agreement on June 2, 2010 wherein Contractor agreed to design the science, technology and general classrooms building on the Ammerman Campus in Selden, New York ("Services"), and

WHEREAS, on July 13, 2016, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2016, and

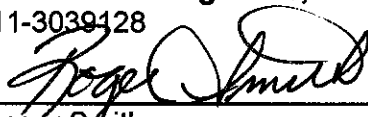
WHEREAS, the parties hereto wish to further extend the term of the Agreement to permit the completion of all contractual obligations hereunder.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The College and the Contractor agree to extend the term of the Agreement from **January 1, 2017 to December 31, 2017** at no additional cost;
- 2) All other terms and conditions of the original Agreement and Amendment No. 1 not inconsistent herewith shall remain in full force and effect.

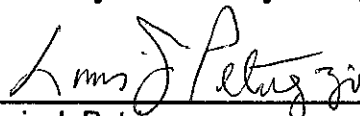
IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

BBS Architects & Engineers, P.C.
FID # 11-3039428

By: 
Roger Smith
President

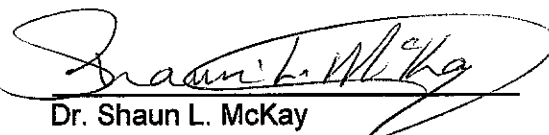
Date: _____

Approved as to Legality:
Suffolk County Community College

By: 
Louis J. Petrizzo
College General Counsel

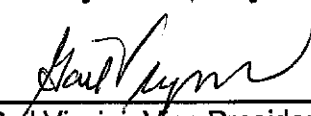
Date: 02/14/17

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President

Date: 2/15/17

Approved:
Suffolk County Community College

By: 
Gail Vizzini, Vice President for
Business and Financial Affairs

Date: 2/14/17

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and BBS Architects & Engineers, P.C. ("Contractor") entered into an Agreement on June 2, 2010 wherein Contractor agreed to design the science, technology and general classrooms building on the Ammerman Campus in Selden, New York ("Services"), and


WHEREAS, the parties hereto wish to extend the term of the Agreement to permit the completion of all contractual obligations hereunder.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The College and the Contractor agree to extend the term of the Agreement from January 1, 2014 to December 31, 2016 at no additional cost;
- 2) All other terms and conditions of the original Agreement not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the latest date written below.

BBS Architects & Engineers, P.C.
FID # 11-3039128

By: 
Roger Smith
President

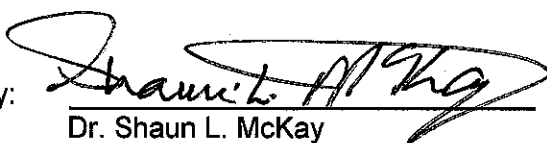
Date: 7/6/16

Approved as to Legality:
Suffolk County Community College

By: 
Louis J. Petruzzo
College General Counsel


Date: 07/11/16

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President

Date: 7/13/16

Approved:
Suffolk County Community College

By: 
Gail Vizzini, Vice President for
Business and Financial Affairs

Date: JUL 11 2016

Consulting Services Agreement

This Agreement (Agreement) is between **Suffolk County Community College (College)**, having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York; and

BBS Architects and Engineer, P.C. (Consultant), a New York corporation licensed to do business in the State of New York, having its principal place of business at 244 East Main Street, Patchogue, New York 11772.

The parties hereto desire for the **Consultant** to design the science, technology and general classrooms building on the Ammerman Campus in Selden, New York (**Services**) pursuant to College Board of Trustees Resolution No. 2010.9 and Suffolk County Resolution No. 274-2007.


Term of Agreement: February 11, 2010 through December 31, 2013

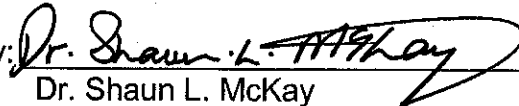
Total Cost of Agreement: Not to exceed \$1,275,000.00, except as provided in Exhibit E, Paragraphs 3 through 6.

Terms and Conditions: Shall be as set forth in Exhibits A through L, attached hereto and incorporated herein

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.


BBS Architects and Engineers, P.C. Suffolk County Community College

By: 
Roger Smith
President
Fed Tax ID no. 11-3039128

By: 
Dr. Shaun L. McKay
President
Date: 6/2/10


Date: 5/27/10

**Approved as to Legality:
Suffolk County Community College**


By: 
Ilene S. Kreitzer, Esq.
College General Counsel

Date: 6/2/10

Approved:

By: 
Nancy Stier
V.P. for Business and Financial Affairs
Date: 6/1/10

Recommended:

By: 
Jon DeMaio
Administrative Director of Educational
Facilities
Date: 6/1/10

List of Exhibits

Exhibit A General Terms and Conditions

1. Consultant Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Non-discrimination in Services
9. Nonsectarian Declaration
10. Governing Law
11. No Implied Waiver
12. Conflicts of Interest
13. Cooperation on Claims
14. Confidentiality
15. Assignment and Subcontracting
16. No Intended Third Party Beneficiaries
17. Certification as to Relationships
18. Publications and Publicity
19. Copyrights and Patents
20. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

Exhibit B Suffolk County Legislative Requirements

1. Consultants/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws Website Address

Exhibit C
Notices and Contact Persons

1. Notices Relating to Reports, Insurance or
Other Submissions
2. Notices Relating to Payments
3. Notices Relating to Termination and/or Litigation

Exhibit D
Description of Services

Exhibit E
Payment Terms and Conditions

Exhibit F
Responsibilities of College

Exhibit G
Project Stages

Exhibit H
Wage Rate Schedule

Exhibit I
Request for Proposals

Exhibit J
Consultant's Proposal

Exhibit K
Suffolk County Community College Resolution No. 2010.9

Exhibit L
Suffolk County Resolution No. 274-200

Exhibit A
General Terms and Conditions

Whereas, the College issued an RFP, which was advertised on April 30, 2009;
and

Whereas, the Consultant submitted a proposal in response to such RFP on June
9, 2009 and

Whereas, the College has selected the Consultant to provide the services as set
forth herein; and

Now therefore, in consideration of the mutual provisions and covenants
hereafter set forth, the parties hereto agree as follows:

1. Consultant Responsibilities

a. Services

The Consultant shall provide Services as described in Exhibit D,
entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, the Consultant specifically represents that
it has and shall possess, and that, to the extent applicable, its
employees, agents and subcontractors have and shall possess, the
required education, knowledge, experience and character
necessary to qualify them individually for the particular duties they
perform and that the Consultant has and shall have, and, to the
extent applicable, its employees, agents and subcontractors have
and shall have, all required authorizations, certificates,
certifications, registrations, licenses, permits or other approvals
required by the State, County or other authorities for the Services
provided.

c. Engineering Certificate

In the event that this Agreement requires any engineering services,
the Consultant shall submit, prior to, or along with, any plans,
reports, specifications, permit or other applications, analyses or
other engineering work required to be submitted to the College for
approval under this Agreement, the Certificate(s) of Authorization,
issued pursuant to § 7210 of the New York Education Law, of its
consultants, subcontractors, subcontractors, and/or any other entity

(including, but not limited to, the Consultant and any of its subsidiaries, divisions, affiliates or an entity under the control of the Consultant) performing all or part of the engineering services necessary hereunder. Failure to file, submit or maintain the Certificate(s) shall be grounds for rejection of any plans, reports, specifications, permit or other applications, analyses or other engineering work submitted for approval under the terms of this Agreement.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i.** A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii.** Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii.** If the Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Consultant.
- iv.** In the event of a material failure on the part of Consultant to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Consultant is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled

"Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the Consultant will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that the Consultant has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Consultant is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay the Consultant for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations for payment arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by the Consultant prior to termination of this Agreement, that are pursuant to, and after the Consultant's compliance with, the terms and conditions of this Agreement.

3. Indemnification

a. General

The Consultant agrees that it shall indemnify and hold harmless the College and/or County and their officers, officials, employees and consultants from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of the Consultant in connection with the services described or referred to in this Agreement. The Consultant shall defend the College and /or County and their officers, officials, employees and consultants, in any suit, including appeals arising out of intentional or negligent acts or omissions of the Consultant, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the intentional or acts or omissions of the Consultant, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

The Consultant hereby represents that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Consultant agrees that it shall indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the intentional or negligent acts or omissions of the Consultant in connection with the services described or referred to in this Agreement. The Consultant shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the intentional or negligent acts or omissions of the Consultant, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

- a. The Consultant agrees to procure, pay the entire premium for and

maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or the County and as may be mandated and increased from time to time. The Consultant agrees to require that all of its subcontractors, in connection with work performed for the Consultant related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or the County for the Consultant. Unless otherwise specified by the College and/or the County and agreed to by the Consultant, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

- c. The Consultant shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the Consultant shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.
- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Consultant notice in writing.
- e. In the event the Consultant shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

5. Independent Contractor

It is expressly agreed that the Consultant's status hereunder is that of an independent contractor. Neither the Consultant, nor any person hired by the Consultant shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Non-discrimination in Services

During the performance of this Agreement:

- a. The Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Consultant shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination

because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

9. Nonsectarian Declaration

The Consultant agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

11. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College and/or the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

12. Conflicts of Interest

- a. The Consultant agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. The Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the

Consultant is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

13. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement. Providing services in connection with claims, demands, or actions brought against the College and/or the County to which the Consultant is not a party to will be provided as an additional service.

14. Confidentiality

Any records, reports or other documents of the College and/or the County or any of its agencies used by Consultant pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by the court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim, provided Consultant gives written notice to the College prior to such release.

15. Assignment and Subcontracting

- a. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of

the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Consultant shall be responsible for the performance of any subcontractor for the delivery of service.

16. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College and Consultant. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

17. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

18. Publications and Publicity

- a. The Consultant shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."

- b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

19. Copyrights and Patents

a. Copyrights

The Consultant and the College and/or the County represent that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the College and/or the County and the Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

The Consultant and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's subconsultants.

Upon execution of this Agreement, the Consultant grants to the College and/or the County a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for the purpose of constructing, using, maintaining, altering and adding to the Project, provided that the College substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's subconsultants consistent with this Agreement. The license granted under this section permits the College and/or the County to authorize the Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers, as well as the Colleges and/ or County's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Consultant rightfully terminates this Agreement for cause, the license granted shall terminate.

In the event the College and/or the County uses the Instruments of Service without retaining the author of the Instruments of Service, the College and/or County releases the Consultant and its subconsultants from all claims and causes of action arising from such uses. The College and/or County, to the extent permitted by

law, further agrees to indemnify and hold harmless the Consultants and its subconsultants from all costs and expenses, including the costs of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the College's and/or the County's use of the Instruments of Service under this section.

b. Patents

If the Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Consultant may apply for and secure for itself patent protection. However, the College and/or the County reserves, and the Consultant hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and /or the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

20. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, the Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. The Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

The Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled
"Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Consultant represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Form: Suffolk County Living Wage Form LW-1; entitled
"Suffolk County Department of Labor – Living Wage
Unit Notice of Application for County Compensation
(Contract)"

Suffolk County Living Wage Form LW-38; entitled
"Suffolk County Department of Labor – Living Wage
Unit Living Wage Certification/Declaration – Subject
To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003

The Consultant represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Consultant shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Consultant for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Consultant services are performed on County property the Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be performed on County property, the Consultant must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the Consultant, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, Consultant and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new Consultant or subcontractor is hired under the terms of the contract.

The Consultant acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall

constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

The Consultant represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor --"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. **Gratuities**

The Consultant represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Consultant represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Consultant agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Consultant represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Consultant certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Consultant represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links".

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Notices Relating to Reports, Insurance or Other Submissions

Any communication, notice, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Nancy Stier
Vice President Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

and

For Consultant:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

2. Notices Relating to Payments

Any communication, notice or claim relating to payment by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Jon DeMaio
Administrative Director of Educational Facilities
Suffolk County Community College
533 College Road, NFL 11
Selden, NY 11784-2899

and

For Consultant:

Mr. Roger P. Smith, AIA, LEED AP
BBS Architects and Engineer PC
244 E Main Street
Patchogue, New York 11772

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

3. Notices Relating to Termination and/or Litigation

In the event the Consultant receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Consultant shall immediately deliver to the Office of Legal Affairs and the County Attorney, at the addresses set forth below, copies of all papers filed by or against the Consultant.

Any communication or notice regarding termination shall be in writing and shall be given to the College or the Consultant or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and County:

Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

and

For Consultant:

Mr. Roger P. Smith, AIA, LEED AP
BBS Architects and Engineer PC
244 E Main Street
Patchogue, New York 11772

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

4. Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
5. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

Exhibit D Description of Services

1. Professional Services

- a. The services of Consultant shall consist of the necessary and usual architectural and engineering services including conferences, cost estimates, the design and preparation of schematic and preliminary studies, working drawings, specifications, large scale and full size detail drawings, for architectural, site work, structural, plumbing, heating, ventilating, air conditioning, electrical, and other mechanical work, assistance in the drafting of forms of proposals and contracts, the review and certification of Certificates for Payment, the keeping of accounts, the general administration of the construction contracts, and the periodic site observation of construction.
- b. Consultant shall engage, at its sole expense, subconsultants including, but not limited to, engineers, architects, cost estimators, consultants for kitchens, acoustics, landscaping, and other experts as may be required for the proper performance of the Agreement, but none shall be engaged without the prior written approval of the Vice President for Business and Financial Affairs or designee. Consultant shall be responsible for the performance of the work of all architects, engineers, cost estimators, experts and consultants so engaged by it including maintenance of schedules, correlation of their work and resolution of all differences between them. Consultant shall pay to any such engineers, architects, experts and consultants employed to design any part of the Project, fees commensurate with the professional services rendered by them. It is understood that all subconsultants so engaged by Consultant are employees or subcontractors of Consultant and not of the College or the County and Consultant alone is responsible for their work.
- c. Consultant shall inform any architects, engineers, cost estimators, experts or consultants hired by it for this Project fully and completely of all terms and conditions of this Agreement relating either directly or indirectly to the work to be performed and Consultant shall stipulate in each and every subcontract with them that all services performed and materials furnished thereunder shall strictly comply with the requirements of the Agreement.

2. Codes, Regulations and Standards

Consultant and all subconsultants shall comply with all applicable codes,

laws, rules, regulations and standards, including standards of the Suffolk County Department of Public Works, the State University of New York, and the Dormitory Authority of the State of New York. If Consultant or any subconsultant performs any work contrary to such codes, laws, rules, regulations, and standards, it shall bear all costs to modify plans and specifications where the Consultant or any of its subconsultants has failed to perform such work in compliance with such codes, laws, rules, regulations and standards.

3. Agency Approvals

All drawings, before being submitted to the College for final acceptance, shall be accompanied by all necessary applications, certificates or approvals from all local, County, State, Federal or other municipal agencies, departments, or commissions having jurisdiction over any phase of the work. Prior to submission to such agencies, Consultant shall supply the Vice President for Business and Financial Affairs or designee for review and approval purposes, with five (5) complete sets of drawings and specifications. One (1) set will be returned to Consultant with the tentative acceptance or comments of the Vice President for Business and Financial Affairs or designee.

4. Estimate of Cost

Consultant shall prepare and submit to the Vice President for Business and Financial Affairs or designee for approval estimate of costs at the submission of the Sketch Study Stage, the Preliminary Stage, and the Complete but Unapproved Stage. The estimate shall include the Alternate Prices that may be requested. Consultant shall immediately inform, in writing, the Vice President for Business and Financial Affairs or designee of any adjustment to the last approved estimate of the total construction of the Project as indicated by changes in scope or requirements.

5. Coordination of Drawings and Specifications

It shall be the responsibility of Consultant to coordinate the design of the architectural, structural, plumbing, heating, ventilating, air-conditioning and electrical work so that interferences among and within the several trades on the basis of that design will be avoided. Toward this end, Consultant shall prepare composite sections, drawn accurately to scale, which shall show the work of all trades in mechanical/electrical equipment rooms, corridors and all other areas where the work of one or more trades may be in conflict with each other. The appropriate composite drawings shall be included as part of the contract drawings for each trade. If, in the opinion of the Vice President for Business and Financial Affairs or designee, the drawings are not sufficient in number or content to demonstrate the feasibility of the Project, it

may order that an additional drawing or drawings be prepared at no additional cost to the College. Any interference between trades caused by inadequate design or coordination of the contract documents will be the responsibility of Consultant and it will be required to promptly prepare, at no additional cost to the College, additional drawings and specifications necessary to resolve the interferences found prior to or during the bidding period or during construction.

6. Adherence to Approvals

Consultant shall adhere to approvals granted during the various stages of the work for all aspects of planning, exterior and interior design expression, structural systems, and proposed materials. Consultant shall not incorporate any significant deviation from such approvals without prior written approval from the Vice President for Business and Financial Affairs or designee.

7. Deviations from Program

Consultant shall notify the Vice President for Business and Financial Affairs or designee and obtain prior approval in writing of any substantial deviation by Consultant from the original Program of Requirements and from the studies proposed by Consultant as well as from preliminary and other submissions approved by the Vice President for Business and Financial Affairs or designee.

8. Proprietary Items

Consultant shall not, except with the written permission of the Vice President for Business and Financial Affairs or designee, specify for the Project or use terms which imply the requirement of any article, product, material, fixtures, form or type of construction which limit or restrict competition to a specific brand or type or which makes compulsory the use of any brand, type or style as to which monopoly exists, or which is the exclusive property of any firm or group of firms.

9. Documents for Separate Contracts

Consultant shall, at the direction of the Vice President for Business and Financial Affairs or designee, without additional compensation, prepare and furnish all documents, plans, drawings, specifications and other work required under this Agreement in such manner and form, as directed and approved by the Vice President for Business and Financial Affairs or designee, as will conveniently enable the College to let separate contracts for such division of the Project as the Vice President for Business and Financial Affairs or designee may require. Such division of the Project shall include, but not be limited to, the following: (a) General Construction, (b)

Plumbing and Drainage, (c) Heating, Ventilation, and Air-Conditioning, and (d) Electrical Work. Separate contracts shall be proposed by Consultant subject to the approval of the Vice President for Business and Financial Affairs or designee.

10. Progress Reports

Consultant shall report, monthly, an estimate of its percentage of completion of all design work.

11. Boring Location Plan

As soon as Consultant can approximately locate the building on the site, Consultant shall furnish a boring location plan.

12. Existing Conditions

For projects in which an existing building is to be altered, Consultant shall be responsible for ascertaining all measurements and details of the construction thereof. The Vice President for Business and Financial Affairs does not guarantee the accuracy of any information, drawings, or specification which he may furnish to Consultant. Consultant shall determine the adequacy of the data so provided by visual examination of the site conditions, plus examination of records available in County agencies, and, if not satisfied as to the adequacy of such data shall request additional information.

13. Budget Estimates and Bids

Consultant shall use its best professional judgment to design the Project within the estimated cost. If, at any stage, the estimate indicates a cost in excess of that approved at an earlier stage, Consultant shall notify the Vice President for Business and Financial Affairs or designee of such excess and obtain his or her approval in writing therefore before proceeding with the work. It is agreed that Consultant cannot guarantee such estimates; however, should the bids exceed the Construction Cost of the Project as called for in Paragraph 1(c) of Exhibit G) by more than ten (10) percent, it is understood that Consultant shall revise the contract documents to allow the Project cost to meet the Project budget, without any additional costs to the College.

14. Performance of Work

The services to be performed by Consultant shall at all times be subject to the direction and control of the Vice President for Business and Financial Affairs or designee, whose decision shall be final and binding upon

Consultant as to all matters arising in connection with or relating to this Agreement. To prevent all disputes and litigation, the College shall in all cases determine the amount, quality, acceptability and fitness of the work being performed under the provisions of this Agreement and shall determine every question which may arise relative to the fulfillment of this Agreement on the part of Consultant and its estimate and decision shall be final, conclusive and binding upon Consultant so long as such is within the scope of this Agreement.

15. Additional Services

When authorized in writing by the Vice President for Business and Financial Affairs or designee, Consultant will furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by the College on a personnel time basis of 2.50 times the direct personnel expense as specified under Paragraph 3 of Exhibit E:

- a. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with public works projects.
- b. Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction. Significant changes shall be as mutually determined by the Vice President for Business and Financial Affairs or designee and the Consultant in writing and not unreasonably withheld.
- c. Revising previously approved reports, design documents, Drawings or Specifications, when such revisions are due to causes beyond the control of Consultant or have been revised at the request of the College and/or the County.
- d. Preparing documents for alternate bids requested by the Vice President for Business and Financial Affairs or designee for work which is not executed or documents for out-of-sequence work.
- e. Investigations involving detailed consideration of operations, maintenance and overhead expenses, the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of materials, equipment and labor, and audits or inventories required in connection with construction performed by the College.
- f. Services in connection with change orders to reflect changes

requested by the College.

- g. Out-of-town travel required of Consultant other than to the project site, County agencies and departments and travel required within New York State for obtaining all necessary permits or approvals from all Town, County, or State departments or agencies having jurisdiction over any phase of the work.
- h. Preparing for the Vice President for Business and Financial Affairs or designee, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, Drawings and other data furnished by the Contractors to Consultant and which Consultant considers significant.
- i. Additional or extended services beyond sixty (60) days after the scheduled date of Substantial Completion of construction made necessary by (i) work damaged by fire or other cause during construction, (ii) a significant amount of defective or neglected work of any Contractor(s), (iii) acceleration of the work schedule (4) default by the Contractor(s) under any prime construction contract.
- j. Preparing to serve or serving as a witness for the College in any litigation or other proceeding involving the Project.
- k. The preparation of an Environmental Impact Statement for the Project for approval by all State, County, and/or Federal regulatory agencies
- l. If requested by the College and/or the County, providing construction oversight services ("clerk of the works") for the duration of the project. Price included in the RFP response by the Consultant is \$195,000.00 based upon an 18 month construction period at twenty (20) hours per week.
- m. It is understood that the College will contract directly with a commissioning agent for LEED Fundamental and Enhanced Commissioning as well as the ASHRAE 110 Fume Hood Testing.

End of Text for Exhibit D

Exhibit E

Payment Terms and Conditions

1. General Payment Terms

- a. Consultant shall prepare and present a claim on the form supplied by the College. Payment will be made within thirty (30) days after approval by the College. Each claim form submitted for payment shall be accompanied by a certified statement setting forth the name and title of each person who was engaged in each separate project during such month, his or her hourly rate of pay, the number of hours worked each day and the amount of compensation earned.
- b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Agreement for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Consultant under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. Prior to authorizing payment to Consultant, the College shall perform a thorough review of the work performed by Consultant under this Agreement and shall formally certify, in writing, that Consultant's work has been satisfactorily completed in full compliance with the terms of this Agreement. This certification of compliance shall be included with the standard claim documentation and forwarded to the College for claim audit and authorization for payment.
- e. From the payments provided for Consultant in this Agreement, Consultant shall pay for all materials and supplies used by Consultant in the performance of the services to be rendered by Consultant or its agents or employees of any kind whatsoever and no extra or additional charges shall be made therefore.
- f. When authorized in writing by the Vice President for Business and Financial Affairs or designee, reasonable and normal disbursements by representatives of Consultant in performance of the duties outlined in Paragraph 15 of Exhibit D shall be paid by Consultant and reimbursed by the College pursuant to, and as limited by, the Comptroller's Rules and Regulations for Consultant's Agreements of the Suffolk County Department of Audit and Control, attached hereto as Exhibit J.

- g. Consultant shall maintain full and complete books and records of accounts in accordance with accepted accounting practices. Such books and records shall be retained for a period of seven (7) years and shall be available for audit and inspection by the College or its duly designated representative only to verify that payments were properly made and to verify the nature and extent of costs applicable to services provided under this Agreement.
- h. The College may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be the notification of change unless the College grants a further period of time before the date of final payment under this Agreement. No services for which additional compensation will be charged by Consultant shall be furnished without written authorization by the College, which authorization shall include the amount of additional compensation.
- i. The acceptance by Consultant of full payment of all billings made on the final approved College voucher under this Agreement shall operate as and shall be a release to the College and/or the County from all claims for payment and liability to Consultant, its successors, legal representatives and assigns, for anything done or furnished under and by the provisions of this Agreement.
- j. No deduction shall be made from Consultant's compensation on account of penalty, liquidated damages or other amounts withheld from payments to the Consultant(s).
- k. The payroll costs used as a basis for payment shall mean the direct salaries and wages paid to principals and employees engaged directly on the Project, including, but not limited to, Engineers, Architects, Surveyors, Designers, Draftsmen, Specification Writers, Estimators, and other approved technical personnel.

2. Payment Schedule

Payment by the College shall be apportioned among the various project phases as follows:

<u>Phase</u>	<u>Percentage</u>
Programming/Sketch Study	10%
Preliminary Design	15%

Contract Document	20%
Permitting	5%
Final Approval	5%
Bid and Award	5%
Construction	20%
Commissioning (to be invoiced by phase of work)	10%
Operations, Maintenance and Systems Manual	5%
Training	<u>5%</u>
	100% (base bid)

3. Additional Services

For Additional Services rendered under Paragraph 15a through 15l inclusive of Exhibit D, the basis of payment shall be payroll costs times a factor of 2.50 for services rendered by employees assigned to the Project at regularly established offices of Consultant at the rate set forth in Wage Rate Schedule attached hereinafter. Direct salary as used herein shall be the payroll cost of salaries or wages paid directly to employees of Consultant employed on this Project.

4. Special Consultants

When authorized by the Vice President for Business and Financial Affairs or designee, the College will pay Consultant for services of special consultants (other than for those services and/or consultants previously identified in the Consultant's proposal) in the amount billed to Consultant plus 5% of the billing, plus all of Consultant reimbursable expenses in connection therewith.

5. Consultant's Principals' Time

For additional service rendered under Paragraph 15a through 15l inclusive of Exhibit D, the basis of payment for services rendered by Consultant's Principals shall be computed at the hourly rate provided for those individuals specifically named as principals in the Wage Rate Schedule attached as Exhibit G.

6. Reimbursable Expenses

The College will pay Consultant the actual costs of all reimbursable expenses incurred if provided by Consultant. The College can contract directly for any services it deems necessary. The Consultant will prepare RFPs for services such as Testing/Inspection, GPR, Test Borings and Geotechnical Reports, Land and Topographical Surveys and the College and/or the County can contract directly for these services. It is expressly understood that the Consultant will have no liability for the accuracy of any of the services provided by the Sub-Consultant(s) whether such Sub-Consultant(s) are retained by the Consultant or at the direction of the College.. The Consultant will not retain the services of such Sub-Consultants without the direct authorization of the College. Reimbursable expenses shall mean the actual expenses for Test Borings, GPR, Inspection or Testing Agencies, expense of computer time, land and topographical surveying, federal express/postage, fees paid to agencies having jurisdiction over the Project, printing, plots and reproductions for bidding and construction purposes and/or other items previously authorized by the College's Vice President for Business and Financial Services or designee. The reimbursable expenses shall be allowed on a direct cost basis (with no

additional provisions for overhead or fee).

7. Noncompensatory and Minor Changes

In the event that any change is required due to defect of design or unworkability of details, or because of any other fault or error of Consultant, as determined by the College, no additional compensation shall be paid to Consultant for making such change, and the obligation to make such change without additional compensation shall continue until Final Payment under this Agreement.

8. Accounting Practices

Consultant shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the College or the Comptroller of the County of Suffolk. Such books and records shall be retained for a period of three years, after final completion of all of the construction contracts for the Project, and shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative, or the Vice President for Business and Financial Affairs or his or her duly designated representative.

9. Wage Rate Schedule

- a. Consultant shall prepare and attach to this Agreement, as Exhibit G, at the time of execution thereof, a schedule entitled Wage Rate Schedule listing the various job classifications of the personnel to be used by it on this Project and the maximum hourly wage rate currently in effect for each such job classification. This schedule shall be deemed to be a part of this Agreement.
- b. Any wage increase hereafter granted to any employee engaged in this Project and which is charged to the College, shall not exceed the employee's wage rate prevailing at the time of the execution of this Agreement by more than 6% in any one calendar year. In no event shall an employee's wage rate, at any time, exceed the maximum rate for his or her job classification.
- c. With respect to any claim for payment submitted for direct salary costs, the certified statement to be attached to such claim form, as herein provided, shall further recite that the hourly wage rate listed for each of the personnel named in the certified statement was the prevailing hourly wage rate for such employee at the time of the execution of this agreement. If any employee so listed had received an increase in his or her wage rate, Consultant shall certify that such

increase did not exceed the amount allowable for the year as hereinabove defined.

- d. In the event Consultant should desire to modify or alter the Wage Rate Schedule in any respect, it shall give the Vice President for Business and Financial Affairs or designee thirty (30) days' written notice of such intention. Unless approved in writing by the Vice President for Business and Financial Affairs or designee within this period, the modification or alteration shall be deemed rejected.

10. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

End of Text for Exhibit E

Exhibit F Responsibilities of the College

The Vice President for Business and Financial Affairs or designee shall furnish Consultant, so far as the work hereunder may require, free of all cost, the following information:

1. A Topographical Survey (wherever applicable) of the site showing the grades and lines of the streets, pavements and adjoining properties as well as the location and character of existing buildings now on the site and on adjoining properties; the rights, restrictions and easements affecting the site; the boundaries and elevations of the site, including available information as to existing sewer, gas, water and electrical services.
2. Boring drawings and boring samples. These will be provided to the extent they are available. (Does not apply to modernizations or projects where no exterior building is involved.)
3. Sample Bid Documents.
4. For projects in which existing buildings are involved, the Vice President for Business and Financial Affairs or designee will provide such plans and specifications as are available to him, but the Vice President for Business and Financial Affairs or designee does not guarantee their correctness in relation to existing conditions, original installation or changes made thereafter. All drawings, specifications and data of the structure furnished by the Vice President for Business and Financial Affairs or designee shall be field checked by Consultant to verify existing conditions.

End of Text of Exhibit F

Exhibit G Project Stages

Sketch Study Stage

1. **Sketch Study Plans**
 - a. Consultant shall consult with the Vice President for Business and Financial Affairs or designee to review the program and ascertain the requirements of the Project and shall advise the Vice President for Business and Financial Affairs or designee and confirm such requirements.
 - b. Consultant shall submit sketch study plans and relative cost comparisons and consult with the Vice President for Business and Financial Affairs or designee as often as necessary until one scheme or a combination of schemes is selected.
 - c. Consultant shall submit a statement of probable Project construction cost estimate based on current area, volume or other unit costs.
2. **Approval of Sketch Study Plans:** After Sketch Study Plans and Estimate of Cost have been completed by Consultant and approved by the Vice President for Business and Financial Affairs or designee, Consultant shall submit, for record purposes, five sets of the sketch studies.

Preliminary Stage

3. **Preliminary Drawings:** After approval of the study sketches Consultant shall prepare preliminary drawings (consisting of plans, elevations and other drawings to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, type of structural, mechanical and electrical systems and such other work as may be required), and upon completion, shall submit to the Vice President for Business and Financial Affairs or designee for his or her approval, four sets drawn to a scale that best illustrates the Project.
4. **Outline Specifications:** Consultant shall prepare four copies of preliminary outline specifications of the Project, and shall deliver them in the form prescribed by the Vice President for Business and Financial Affairs or designee, giving a general description of each of the divisions of the specifications of the Project, kinds of materials, mechanical and electrical systems and such other work as may be required.
5. **Preliminary Estimate:** Consultant shall prepare and deliver, in a form as prescribed by the Vice President for Business and Financial Affairs or designee, at the time the preliminary drawings are submitted for approval, a

detailed Preliminary Estimate of the cost of the construction of the Project. Four copies of the Preliminary Estimate, in an approved form, shall be submitted giving a separate breakdown of cost information for each independent contract required; this estimate shall be subdivided into alterations and additions when applicable. Such estimate shall not include the cost of Consultant fees and expenses or administrative and carrying charges, or the cost of movable furniture and equipment be included. The cost of Special Equipment and Fixed or Built-In Equipment (if any) shall be included.

6. **Approval of Preliminary Stage:** The preliminary drawings, specifications and estimate shall be submitted to the Vice President for Business and Financial Affairs or designee for his or her review, comments and/or approval. Any revisions in the preliminary submissions required by the Vice President for Business and Financial Affairs or designee shall be made by Consultant, and Consultant shall thereupon deliver four sets of the revised preliminary drawings and/or specifications and/or estimate to the Vice President for Business and Financial Affairs or designee for approval.

Contract Document Stage

7. **Contract Documents**

- a. After the approval of all work performed by Consultant set forth under Preliminary Stage above, it shall proceed with the preparation of the final plans, drawings, specifications and other documents in connection with the Project.
- b. Consultant shall prepare from the approved preliminary drawings, working drawings drawn to a scale of not less than 1/8" equals one foot and specifications, setting forth in detail and prescribing the work to be done and the materials, workmanship and equipment required and the necessary bidding information, and General Conditions and Supplementary General Conditions of the Contract.
- c. Consultant shall prepare all documents, plans, drawings and specifications for the Project in accordance with the requirements of all Federal, State and Local Municipal Laws or regulations that are applicable on this date, and the requirements of all agencies or regulatory Boards whose rules, codes or specifications must be observed in the construction of this Project.

The College shall furnish Consultant with standard forms and documents which Consultant shall modify as required and duplicate for inclusion into the specification books. In addition, Consultant shall prepare the specification index, list of drawings, alternates if required,

- and obtain and reproduce current wage rates.
- d. All preliminary and final drawings and plans shall be prepared on sheets with dimensions as approved by the Vice President for Business and Financial Affairs or designee. All final plans shall have numeric and graphic scales. Final drawing title sheets and covers for the specifications shall be as approved by the Vice President for Business and Financial Affairs or designee.
 - e. When all Contract Documents of each division of the Project have been completed, but not approved, as hereinafter defined, Consultant shall deliver to the Vice President for Business and Financial Affairs or designee (for his or her approval), three sets of complete plans, elevations, special scale and large or full size details as necessary for Bidding, three sets of specifications and three copies of summaries of the final estimated costs of each of the divisions of the Project for the complete erection and construction of the Project in general conformity with the preliminary drawings.
 - f. All drawings and specifications submitted to the College for final acceptance shall be accompanied by all necessary applications, certificates, permits or approvals, from all County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Prior to submission to such agencies, however, Consultant shall consult with the Vice President for Business and Financial Affairs or designee as to methods and forms of all documents to be used in such application.
 - g. After the Contract Documents have been approved by the Vice President for Business and Financial Affairs or designee, Consultant shall prepare and deliver to the Vice President for Business and Financial Affairs or designee all drawings in final form. Consultant shall also prepare and deliver three legible copies of each completed specification describing clearly all the materials, workmanship and labor to be furnished and all addenda thereto.
8. **Final Estimates:** Consultant shall submit a final estimate, original and three copies, summarizing the total estimated cost for each division of the Project.
9. **Requirement for Supplementary Drawings:** If it is discovered that the submitted documents are not complete and it becomes necessary to prepare supplementary drawings and addenda, such supplementary material shall then be submitted pursuant to the aforementioned paragraphs, and at no additional cost to the College.
10. **Reproduction of Drawings:** After the approval by the Vice President for Business and Financial Affairs or designee, and upon delivery of approved

tracings, specifications and estimates to the Vice President for Business and Financial Affairs or designee, all prints required in connection with advertising and awarding construction contracts shall either be procured and paid for by the College or procured by Consultant and paid for by the College as a reimbursable expense. The College shall determine which method, depending on the size of the project.

Permitting Stage

11. Consultant is responsible for filing for and obtaining all applicable permits for the project BEFORE final approval of the contract documents by the College. Projects can not proceed to the Bidding stage until all applicable approvals are obtained. Consultant is solely responsible for determining which permits and approvals must be obtained given the nature of the project.
 - a. Consultant shall discuss with the College which permits and approvals must be obtained before Consultant makes any submissions to the appropriate agencies.
 - b. At a minimum, the following permits and approvals must be obtained, if applicable, by Consultant, unless otherwise directed by the College or the applicable regulatory agency:
 - (1) Building Permits for all building renovations and new construction from the Suffolk County Department of Public Works (SCDPW), as defined by the Building Code of New York State, Chapter 1, Section 101. In addition, approval from the Suffolk County Department of Fire, Rescue and Emergency Services (Fire Marshal) must also be obtained. Typically, the SCDPW will forward submissions to the Fire Marshal's Office for review on behalf of the submitter. However, it is ultimately Consultant's responsibility to obtain all permits and approvals. Approval for all projects must be obtained from the Fire Marshall even if building permits are not required.
 - (2) Any and All applicable Suffolk County Department of Health Services (SCDHS) approvals. These include, but are not limited to, sanitary system connections, sewage treatment systems, domestic water systems and connections, underground and above ground storage tanks and food services.
 - (3) Any and all required Suffolk County Water Authority approvals, including but not limited to Reduced Pressure

Zone (RPZ) installations.

- (4) Any and all required Long Island Power Authority (LIPA) approvals, including but not limited to power supply and connections.
 - (5) Any and all required Keyspan approvals, including but not limited to gas supply and connections.
 - (6) Any and all applicable New York State Department of Environmental Conservation (NYSDEC) approvals.
 - (7) Any and all applicable Environmental Protection Agency (EPA) approvals.
 - (8) Any and all other local, State or Federal approvals, as may be required.
- c. Any changes or modifications to the contract documents or any other document preparations and submissions necessary to obtain all applicable permits and approvals shall be performed by Consultant at no additional charge to the College.
- d. Any changes or modifications to the contract documents, scope of work or nature of the project required as a result of the various permitting processes shall be documented and summarized by Consultant and presented to the College for review and approval before these changes are made and submitted to the various regulatory agencies. The College reserves the right to request alternate or additional changes to the contract documents if the regulatory review process adversely affects its intended purpose or scope. All these changes shall be made by the Consultant at no additional cost to the College.
- e. Once obtained, all permits and approvals required must be submitted to the College by Consultant. Consultant shall also submit a letter to the College certifying that all required permits and approvals for the project have been obtained and that there is no regulatory reason not to proceed with the project.

Bid Stage

12. **Bid Procedures:** Except as otherwise provided in the Agreement, Consultant will not be required to prepare any advertisements for bids. It shall submit to the Vice President for Business and Financial Affairs or designee a list of those skills and trades necessary for the construction of the Project, so as to enable the Vice President for Business and Financial Affairs or designee to review the prevailing wage rates from the State Department of Labor. These shall be incorporated in, and made part of, the Contract Documents by Consultant.
13. **Receipt of Proposals:** Consultant shall assist the Vice President for Business and Financial Affairs or designee in analyzing Proposals received and make recommendations on the disposition of bids and award of contracts.

Construction Stage

14. **During Construction:**
 - a. Consultant shall check and approve samples, schedules, shop drawings and other submissions only for conformance with information given by the Contract Documents, prepare supplementary drawings required for clarification or amplification of the Contract Documents, and assemble written guarantees required of the Consultants.
 - b. Consultant shall consult with the Vice President for Business and Financial Affairs or designee prior to preparing all change orders. Upon the Vice President for Business and Financial Affairs' or designee's tentative approval, Consultant shall submit all change orders to the Vice President for Business and Financial Affairs or designee for review and approval. The College shall issue all change orders to the construction contractors.
 - c. Consultant shall make a minimum of one visit to the site per week (and more if required by job conditions) during the construction phase of the Project, to familiarize itself generally with the progress and quality of the work and to determine in general if the work is in accordance with the Contract Documents. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, or for any temporary structures used by the Contractor since these are the Contractors' responsibility under the

Contracts for Construction. The Consultant shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or for any other persons performing services or portions of the Work. It will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and it will not be responsible for the Consultants' failure to carry out the construction work in accordance with the Contract Documents. Consultant shall inform the Vice President for Business and Financial Affairs or designee of the progress of the work through written reports of each Project visitation, and shall endeavor to guard the College against defects and deficiencies in the work of the Consultants, and it may condemn work as failing to conform to the Contract Documents. Based on such observations and the Consultant's Applications for Payment, it shall determine the amount owing to the Consultant and shall issue Certificates for Payment in such amounts. These Certificates will constitute a representation to the College, based on its observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate for Payment, Consultant will also represent to the College that, to the best of its knowledge, information and belief, based on what its observations have revealed, the quality of the work is in accordance with the Contract Documents.

- d. Consultant shall review and recommend approval/disapproval regarding suppliers, manufacturers and samples.
- e. Inspections as required by the Suffolk County Department of Public Works shall be performed by the Consultant as set forth below.

Inspections	Responsible Party
Verification of concrete design mix	BBS
Footings and Foundations	II/BBS
Preparation for concrete slab	II/BBS
Framing before enclosing	BBS/YAS
Plumbing-tests and inspections	
a. Rough-In	BBS
b. Final	BBS/Commissioning
Mechanical/HVAC Work-tests and inspections	BBS/Contractor/Commissioning
Fire Alarm Systems	Fire Marshall
Sprinkler System	Fire Marshall
Fire Resistant Construction	BBS
Fire Resistant Penetrations	BBS

Energy Code Compliance	BBS/Commissioning
Electrical Code-Underwriters Certificate	Underwriters Lab
Site Work Inspection	
a. Curbs and sidewalks	II/BBS
b. Leaching basins	II/BBS
c. Asphalt paving	II/BBS
d. Landscaping	BBS/GPI
Consultant Completion Letter of Certification	BBS

II=Independent Inspection Firm paid for by the College

YAS=BBS' structural consultant Ysrael A. Seinuk. PC

GPI= BBS' civil/landscape consultant

- f. Consultant shall conduct at least two (2) Job Meetings a month, take minutes, distributing copies to the Vice President for Business and Financial Affairs or designee, the contractors, and to all in attendance, and shall be generally responsible for the administration of the Project.
- g. Consultant shall review proposed changes in the work, including thorough review of Consultant's Quotation Forms verifying quantities of materials and labor, prices of materials and labor, contract unit prices, and all other items relating to the costs or credit of the change. If the change is related to an item of work in the area of expertise of a subconsultant (i.e., structural engineer, mechanical engineer, food consultant, etc.) then Consultant shall require and receive its subconsultant's review and written recommendation prior to forwarding it on to the Vice President for Business and Financial Affairs or designee.
- h. Consultant shall conduct site visits to determine the dates of substantial and final completion and issue a final Certificate for Payment.

Commissioning

- 15. The following commissioning services shall be provided by the Consultant as part of this project for the mechanical/electrical systems installed (testing and balancing will be performed by an independent testing and balancing contractor):
 - a. Develop specific Commissioning Plans and Specifications.
 - b. Develop acceptance procedures.
 - c. Develop training requirements and provide system training.

- d. Develop an Operations, Maintenance and Systems Manual.
- e. Develop a schedule of construction and acceptance phase commissioning activities.
- f. Perform on site observations during construction.
- g. Supervise the acceptance tests, including verification and performance tests.
- h. Prepare and submit a commissioning report.
- i. Organize As-Built records.
- j. Provide follow up for quality performance during the guarantee period.

Operations, Maintenance and Systems Manual

16. The Consultant shall produce an Operations, Maintenance and Systems Manual for the mechanical/electrical systems installed. This is to be comprised, in part, of materials provided by the Contractor(s) of Record. The Operations, Maintenance and Systems Manual shall include, but not be limited to, the following:
- a. A set of small scale floor plans, color coded to indicate HVAC zones and the locations of control devices, sensors, test ports and major pieces of equipment.
 - b. A detailed description of each system and each of its components showing piping, valves, controls, and other components, with diagrams and illustrations where applicable.
 - c. Wiring and control diagrams.
 - d. A written sequence of operations as actually implemented with control system data including all set points, calibration data, etc.
 - e. Procedures for starting, operation and shut down for every system, including emergency instructions, seasonal start up and shut down, abnormal and emergency modes of operation and safety precautions.
 - f. Maintenance and overhaul instructions including lubrication schedules.
 - g. Complete annual maintenance schedule.
 - h. A list of recommended operational record keeping procedures,

including sample forms and trend logs, and a rationale for each.

- i. Parts lists, including source of supply and recommended spare parts.
- j. Name, address and 24 hour telephone number of each subcontractor who installed equipment, and local representative for each piece of equipment.
- k. Installation instructions.
- l. Corrected shop drawings.
- m. Product information, including performance curves, rating data, features, options etc., on all installed equipment.
- n. Copies of warranties.
- o. As built documents.
- p. Control schematics and computer graphics.
- q. Complete terminal interface procedures and capabilities for DDC system.
- r. Initial and final design intent documents.

Training

17. Training for College Operations and Maintenance staff shall be provided as part of this contract. While training on specific pieces of equipment will be provided by the installing contractor, system training shall be provided by the Consultant. Training shall include but not be limited to the following topics:

- a. Theory of operation including basic concepts, energy efficiency, indoor air quality, comfort, seasonal modes of operation, occupied vs. unoccupied or partial occupancy, emergency conditions and procedures.
- b. Use of control systems including sequence of operations, problem indicators, diagnostics, corrective actions.
- c. Use of reports and logs.
- d. Use of the Operation, Maintenance and Systems Manual.
- e. Design Intent.
- f. System operational procedures for all modes of operation.
- g. Specialized manufacturer's training programs.

The training program should include classroom activities and on site building system familiarization. Some formalized training may take place in manufacturer's facilities or other technical training centers.

18. **Clerk of the Works:** The College shall, at its option, maintain a full-time project representative at the site during construction, whose salary shall be paid by the College. It shall be his or her duty to make inspections, maintain records, receive samples, attend job meetings and conferences, coordinate the work of the several prime contractors, and serve as liaison among Contractors, Consultant and College. The Clerk of the Works may not authorize deviations from Contract Documents, expedite Consultant's work, or approve shop drawings or samples.
19. **Shop Drawings:** During the period of actual construction of the Project, Consultant will check and approve shop drawings, receive and approve samples, and attend conferences at the site when required by the Vice President for Business and Financial Affairs or designee. Consultant shall resolve and then acquaint the Vice President for Business and Financial Affairs or designee with details of variations on shop drawings and samples which are observed during the course of checking. Consultant shall enforce all provisions of the construction contract between the College and Consultant with respect to procedure, resubmission of shop drawings, and samples. Consultant shall act promptly upon submission of samples and shop drawings. Consultant shall maintain a log of shop drawing submissions documenting when submissions are received and when they are approved. Consultant shall produce this shop drawing log when required by the Vice President for Business and Financial Affairs or designee. Three approved or approved as noted copies shall be forwarded to the Vice President for Business and Financial Affairs' or designee's office.
20. **Submission of Color Schedules:** Consultant shall prepare all supplementary drawings and color schedules necessary to carry out the design features of the Project and shall upon request advise the Vice President for Business and Financial Affairs or designee in design and specification matters. Color schedules shall be submitted for the acceptance of the Vice President for Business and Financial Affairs or designee before issuing same to the construction contractor.
21. **Contractor's Schedule of Values:** Consultant shall examine, adjust and approve schedules of items and cost prepared by Contractors after Contract award, indicating the quantities, unit prices and percentages. The copies of these schedules, thus approved by Consultant and accepted by the Vice President for Business and Financial Affairs or designee, will be the basis of progress payments to each Contractor.
22. **Subcontracts:** Consultant shall review and recommend, for the Vice President for Business and Financial Affairs' or designee's approval, the names of all subcontractors submitted by the various prime contractors for the Project. If Consultant is not familiar with a particular subcontractor, supplier, manufacturer, or sample, it shall check out references submitted

through the prime contractor so that such recommendation can be made.

- 23. Final Acceptance:** Consultant shall prepare completion lists (Punch Lists) when 90% completion of this part of the Project is claimed by the Consultant and again when 100% completion is claimed. Following Consultant's completion of the items outlined in the completion lists, Consultant shall certify substantial compliance with the drawings and specifications. Following the Consultant's 100% completion of the items outlined in the completion lists, Consultant shall certify final compliance with the drawings and specifications.

End of Text of Exhibit G

**EXHIBIT H
WAGE RATE SCHEDULE**

**BBS Hourly Rate Schedule
(fixed for the duration of the project)**

Principal	\$275. per hour.
Associate Architect	\$250. per hour.
Associate Engineer	\$250. per hour.
Director of Architecture	\$215. per hour.
Project Manager	\$185. per hour.
Project Architect	\$160. per hour.
Project Engineer	\$160. per hour.
Interior Designer	\$150. per hour.
Construction Administrator	\$125. per hour.
Construction Executive (for oversight)	\$125. per hour.
Architect	\$150. per hour.
Engineer	\$150. per hour.
Draftsperson	\$115. per hour.
Administrative Staff	\$ 75. per hour.
Business Administrator	\$150. per hour.
Computer Network Consultant	\$225. per hour.

End of Text of Exhibit H

Exhibit I

Incorporated by reference

EXHIBIT J

Incorporated by reference



Office of the President

EXHIBIT K

BOARD OF TRUSTEES
February 11, 2010

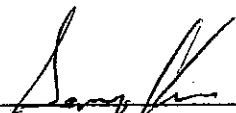
RESOLUTION NO. 2010.9 AUTHORIZING A CONTRACT FOR ARCHITECTURAL DESIGN SERVICES

WHEREAS, Suffolk County Community College issued a Request for Proposals for a consultant to provide architectural design services for the Science, Technology and General Classroom Building at the Ammerman Campus, and

WHEREAS, the College received proposals from twelve companies, of which six participated in a design competition, including BBS Architects & Engineers, Patchogue, New York, and

WHEREAS, an evaluation committee reviewed the proposals and determined that the proposal submitted by BBS Architects & Engineers best meets the needs of the College, be it therefore,

RESOLVED, that the College President, or his designee, is hereby authorized to enter into a contract with BBS Architects & Engineers for architectural design services in the amount of \$1,275,000.


George Kane
Secretary

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