

AMENDMENT NO. 1 TO AGREEMENT

This is a first amendment to Contract No. 18-CC-012, last dated November 13, 2017 ("Agreement"), between **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established 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

BLD ARCHITECTURE D.P.C. ("Consultant"), a New York corporation having its principal place of business at 31 West Main Street, Suite 205, Patchogue, New York 11772.

WHEREAS, the parties hereto desire for **Consultant** to provide additional design services in connection with the renovation and reconfiguration of spaces in the Sagtikos Building on the Michael J .Grant Campus, as further described in Exhibit A-1, attached hereto.

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

- 1) The Consultant shall provide additional design services as more particularly set forth in Exhibit A-1, attached hereto.
- 2) The cost of said additional design services as set forth herein shall not exceed \$6,000.00.
- 3) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment No. 1 to Agreement as of the latest date written below.

BLD ARCHITECTURE, DBC
FID #: 47-5498920
Tel.: (631) 580-2100

By: 
Alexander Badalamenti, AIA
President/CEO

Date: 6.10.2020

Approved as to Legality:

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

Date: 06/10/2020

Suffolk County Community College

By: 
Louis J. Petrizzo
Interim President

Date: 06/10/2020

Approved:

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

Date: 6.10.2020

EXHIBIT A-1

Whereas, the parties entered into Contract No. 18-CC-012 whereby Consultant agreed to provide design services in connection with the renovation and reconfiguration of spaces in the Sagtikos Building on the Michael J. Grant Campus, in Brentwood, New York, and

Whereas, the parties hereto desire **Consultant** to provide additional services in connection with revising the design prepared for a photography classroom to that of an art gallery, in accordance with the College's directives.

Now, therefore, the parties agree that Consultant shall provide additional architectural and engineering design services, as follows:

- I. The design revisions for a new art gallery in place of a photography classroom will include the following:
 - Wood barn door into adjacent Photography Classroom 123 to be changed from single slider to double sliding wood barn door with lock
 - Door 126A change from HM door to aluminum and glass door similar to the office area. Omit frame, provide gypsum board framed opening
 - Dressing room 127 to become a storage room, door hardware change accordingly
 - PBH-1 Photography Background Hanging systems omitted from the room and will be moved to the adjacent Photography Classroom 123
 - New track lighting with spotlights to be added to both the east and west sides of the room. Lighting to be broken down into multiple switched zones for maximum flexibility.
 - At this time all floor and wall finishes to remain as presently designed
 - Engineering review of MEP design to coordinate the revisions
 - Construction Administration coordination in support of the revisions

- II. The following drawings will be revised to implement the above noted design revisions:
 - Revise the construction floor plan dimensions, tags and notes
 - Revise the reflected ceiling plan with fixtures, dimensions, tags and notes
 - Revise the power and tele-data plan with equipment, dimensions, tags and notes
 - Revise the door and hardware schedule for door, hardware, details and notes
 - Revise the electrical power plan
 - Revise the electrical lighting and lighting design plan
 - Revise the fire sprinkler plan

- III. Except as herein amended, the terms and conditions shall be as set forth in Exhibits A through G of the Agreement.

CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement") is between the Suffolk County Community College ("College"), having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established 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

BLD ARCHITECTURE D.P.C. ("Consultant"), a New York corporation having its principal place of business at 31 West Main Street, Suite 205, Patchogue, New York 11772, (631) 580-2100.

The parties hereto desire for Consultant to provide the College with design services in connection with the renovation and reconfiguration of spaces in the Sagtikos Building on the Michael J. Grant Campus ("Services").

Term of Agreement: Shall commence on November 1, 2017 and continue until all Services required under this Agreement are completed in full, including but not limited to, submission of all close-out documents, evidence of final regulatory approvals and completion of all other scopes of work as specified in Exhibit D, attached hereto.

Total Cost of Agreement: Not to exceed \$390,000.00. See Exhibit E, attached hereto.

Terms and Conditions: Shall be as set forth in Exhibits A through G, attached hereto and made a part of this Agreement.

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

BLD ARCHITECTURE D.P.C.
FID No.: 47-5498920

Suffolk County Community College

By: [Signature]
Alexander Badalamenti, AIA
President/CEO

By: [Signature]
Dr. Shaun L. McKay
President

Date: 11-9-17

Date: 11/13/17

Approved as to Legality:
Suffolk County Community College

Approved:

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

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

Date: 11/10/17

Date: 11/10/2017

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. Set-Off Rights
9. Non-Discrimination in Services
10. College's Non-Discrimination Notice
11. Nonsectarian Declaration
12. Governing Law
13. No Implied Waiver
14. Conflicts of Interest
15. Cooperation on Claims
16. Confidentiality
17. Assignment and Subcontracting
18. No Intended Third Party Beneficiaries
19. Certification as to Relationships
20. Publications and Publicity
21. Copyrights and Patents
22. 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

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

1. Professional Services
2. Codes, Regulations and Standards
3. Agency Approvals
4. Estimate of Cost
5. Adherence to Approvals
6. Deviations from Program
7. Proprietary Items
8. Budget Estimates and Bids
9. Performance of Work
10. Scope of Work
11. Consultant's Technical Approach

Exhibit E

Payment Terms and Conditions

1. General Payment Terms
2. Limit of college's Obligations
3. Consultant's Cost Proposal

Exhibit F

College's Request for Proposals

Exhibit G

Consultant's Proposal

EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals ("RFP"), which was advertised on June 8, 2017; and

Whereas, the Consultant submitted a proposal in response to such RFP on June 29, 2017; and

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

Now Therefore, in consideration of the mutual promises 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 and warrants 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 Contractor 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 Contractor and any of its subsidiaries, divisions, affiliates or an entity under the control of the Contractor) 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 Contractor 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 Contractor.
- iv. In the event of a failure on the part of Contractor 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 Contractor 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 Exhibit C entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the Contractor 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 Contractor 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 Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay the Contractor for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Contractor 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 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 Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

- iii. Upon termination, the Contractor agrees to promptly reimburse to the College the balance of any funds advanced to the Contractor by the College. Upon termination, any funds paid to the Contractor by the College which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to the Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

The Contractor agrees that it shall protect, 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 attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor 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 acts or omissions or negligence of the Contractor, 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 Contractor hereby represents and warrants 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 Contractor agrees that it shall protect, 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 acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor 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 acts or omissions or negligence of the Contractor, 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 Contractor 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 Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor 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 Contractor. Unless otherwise specified by the College and/or the County and agreed to by the Contractor, 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. **The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
 - 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 Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Contractor notice in writing.
 - e. In the event the Contractor 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 Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

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. Set-Off Rights

The College and/or the County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Consultant under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

9. 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.

10. 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

11. Nonsectarian Declaration

The Contractor 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Copyrights and Patents

a. Copyrights

If the work of the Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Consultant may secure copyright 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, reproduce, publish, translate or otherwise use any such materials.

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.

22. 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 Exhibit B entitled "Suffolk County Legislative Requirements." In accordance with this law, the Contractor 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 Contractor 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 Forms: 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), 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), 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 contractor, 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, contractor 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 contractor or subcontractor is hired under the terms of the contract.

The Contractor 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 Exhibit B collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor 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. Contractor 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 Contractor 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 website at <http://suffolkcountyny.gov/>.

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:

Vice President for 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:

Paul Cooper
Executive Director of Facilities/Technical Support
Suffolk County Community College
533 College Road, NFL-11
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.

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:

Louis J. Petrizzo
College General Counsel/Executive V.P.
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

and

Dennis M. Brown, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-5402

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 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.

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.

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**

Consultant shall provide design services in connection with the renovation and reconfiguration of spaces in the Sagtikos Building on the Michael J. Grant Campus, in accordance with the Scope of Work specified in the College's RFP, including all Addenda thereto (**Attachment 1, annexed hereto**) and the Consultant's Proposal (Exhibit G), which includes Consultant's Technical Approach (**Attachment 2, annexed hereto**).

- 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, and any mechanical work, the issuance of Certificates for Payment, the keeping of accounts, the general administration of the construction contracts, and the periodic inspection of construction.
- b. Consultant shall engage, at its sole expense, subconsultants including, but not limited to, engineers, architects, cost estimators, 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 arising from correction of such work.

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. Upon acceptance by the College of the contract documents and prior to submission to the appropriate agencies for code compliance, 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. 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.

6. 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.

7. 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.

8. 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 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 lowest responsible bid exceed the Construction Cost of the Project 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.

9. 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.

10. Scope of Work

See, Scope of Work, Section III of the College's RFP No. R1700007, together with all Addenda thereto, annexed hereto as Attachment 1.

11. Consultant's Technical Approach

See, Consultant's Technical Approach, Section II of Consultant's Proposal, annexed hereto as Attachment 2.

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

ATTACHMENT 1

Section III Scope of Work

1. General Guidelines

Suffolk County Community College (College) requires the Consultant to perform design services in connection with the reconfiguration and renovation of the Sagtikos Building on the Michael J. Grant Campus in Brentwood, NY.

2. Project Budget and Preliminary Schedule

a. Projected Budget

The total budget for design and construction is \$3,650,000

b. Timeframe

The anticipated time frame for the project shall be as follows:

| | |
|---|----------------|
| • Qualification and Proposal Packages Due: | July 2017 |
| • Selection and Award of Consultant Contract: | August 2017 |
| • Start of Consultant Services: | August 2017 |
| • Completion of Programming/Sketch Study Phase: | November 2017 |
| • Completion of Preliminary Design | March 2018 |
| • Completion of Contract Document Phase | May 2018 |
| • Completion of Permitting Phase | June 2018 |
| • Bid and Award of Construction Contracts | August 2018 |
| • Start of Construction | September 2018 |
| • Completion of Construction | May 2019 |

3. Building Information

a. Existing Conditions

The 109,876 square foot Sagtikos Building was designed in 1987, and contains a theatre, classrooms, laboratories, art studios, music studios, offices, a library and a skills center. The library and skills center will be moving to a new building presently under construction and the spaces made vacant by the move, approximately 32,000 square feet, will be renovated and reconfigured.

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

4. Basic Services

Consultant shall provide services to the College for the following project phases:

- Programming/Sketch Study
- Preliminary Design
- Contract Documents
- Permitting
- Final Approval
- Bid and Award
- Construction
- Commissioning
- Operations, Maintenance and Systems Manual
- Training

The end of each phase shall be approved by the College. Throughout the project Consultant shall provide, at a minimum, bi-weekly updates of progress which can be in the form of emails, faxes, mailings or meetings. Any delays that have the potential to affect the project schedule shall be brought to the College's attention immediately.

a. Programming/Sketch Study Phase

i. Project Specific Requirements

Consultant shall do the following:

- (1) Assist the College in obtaining and evaluating an environmental hazard study that will determine the activities necessary to abate the risks related to asbestos, lead, PCBs, mold and other environmental hazards. The cost of the study will be paid by the College.
- (2) The following space program indicates the size and general requirements for each room that is to be constructed in the space. In addition, the following floor plan shows one possible space allocation that includes all of the functions that are planned for the building. The Consultant is not expected to use this as the basis of design. It has been provided only to demonstrate that the overall square footage of the building is adequate for the space program.

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

| Room Type | Square Footage |
|--|--------------------|
| <p>Painting & Drawing Studio (30X40 ft.) + Storage Room (10X40 ft.)</p> <ul style="list-style-type: none"> • 14' Ceiling without tiles, ceiling area painted white. • Controllable (movable and dimmable) LED lighting (preferred) mounted high (+) dimmable room lighting (daylight balanced tubes) • Windows require clear glass with a vertical light cancelling blind system that opens/closes bottom-up & top-down. • White walls. • Metal critique wall with shelf lip. • Mop-able floors. • Smart classroom technology • Ventilation • Double stainless steel sink with paint traps. • Storage racks for paintings. • Flat files cases. | <p>1600</p> |
| <p>2D/Printmaking Studio (35X40 ft.) + Alternative Photo Darkroom Area (20X30 ft.)</p> <ul style="list-style-type: none"> • Normal ceiling • Dimmable room lighting (daylight balanced tubes) • Windows okay for studio area with blinds. • White walls. (except print darkroom requires black walls, no windows) • Metal critique wall with shelf lip. • Mop-able floors. • Smart classroom technology • Ventilation for darkroom area. • Multiple sinks: one with paint traps, other darkroom sinks. • Silver recovery system for darkroom area. • Chemical storage area in darkroom area. | <p>2000</p> |
| <p>2D/Art Appreciation Studio (24X36 ft.) (+) Storage room (6X24 ft.)</p> <ul style="list-style-type: none"> • Normal ceiling • Dimmable room lighting (daylight balanced tubes) • Windows okay with blinds. • White walls. • Metal critique wall with shelf lip.. • Mop-able floors. • Smart classroom technology • Metal critique wall with shelf lip. • Stainless steel sink with paint traps. | <p>1008</p> |

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

| Room Type | Square Footage |
|--|----------------|
| <p>Art Classroom (24X36 ft.) (+) Storage room (6X24 ft.)</p> <ul style="list-style-type: none"> • Normal ceiling • Dimmable room lighting • Windows okay with blinds. • White walls. • Metal critique wall with shelf lip. • Mop-able floors. • Stainless steel sink with paint traps. • Smart classroom technology | 1008 |
| <p>Music/Theater Classroom (24X36 ft.) (+) Storage room (6X24 ft.)</p> <ul style="list-style-type: none"> • Normal ceiling • Dimmable room lighting • Windows okay with blinds. • White walls. • White board with music staff. • Mop-able floors. • Platform at front of classroom • Smart classroom technology • Music System | 1008 |
| <p>Lecture Hall (30X40 ft.)</p> <ul style="list-style-type: none"> • 14' Ceiling without tiles, ceiling area painted black. • Dimmable room lighting • No windows • White or gray walls. • Carpeted floors. • Elevated seating for 48. • Smart classroom technology • Music System | 1200 |
| <p>Digital Lab & Classroom #1 (24X36 ft.)</p> <ul style="list-style-type: none"> • Normal ceiling • Dimmable room lighting (daylight balanced tubes) • No Windows. • White walls. • Metal critique wall with shelf lip. • Mop-able floors. • Smart classroom technology • 16 Computer workstations • 2 Computer/Scanning workstations (these stations will serve as handicap stations) • 4 Printer Stations • Center work table – 16 seats | 864 |

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

| Room Type | Square Footage |
|--|--------------------|
| <p>Digital Lab & Classroom #2 (24X36 ft.)</p> <ul style="list-style-type: none"> • Normal ceiling • Dimmable room lighting (daylight balanced tubes) • No Windows. • White walls. • Metal critique wall with shelf. • Mop-able floors. • Smart classroom technology • 16 Computer workstations • 2 Computer/Scanning workstations (these stations will serve as handicap stations) • 4 Printer Stations • Center work table – 16 seats | <p>864</p> |
| <p>Digital Lab & Classroom #3 (24X36 ft.)</p> <ul style="list-style-type: none"> • Normal ceiling • Dimmable room lighting (daylight balanced tubes) • No Windows. • White walls. • Metal critique wall with shelf. • Mop-able floors. • Smart classroom technology • 16 Computer workstations • 2 Computer/Scanning workstations (these stations will serve as handicap stations) • 4 Printer Stations • Center work table – 16 seats | <p>864</p> |
| <p>Photography Shooting Studio & Classroom (30X40 ft.)</p> <ul style="list-style-type: none"> • 14' Ceiling without tiles, ceiling area painted black. • Dimmable room lighting (daylight balanced tubes) • No Windows. • Grey or Black walls. • Mop-able floor • Smart classroom technology • 2 Computer workstations • Lighting rail system for photographic lighting. • Motorized background system • Portable seating & folding tables for 16 students. | <p>1200</p> |

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

| Room Type | Square Footage |
|--|--------------------|
| <p>Photography Shooting Studio for Open Lab (30X40 ft.)</p> <ul style="list-style-type: none"> • 14' Ceiling without tiles, ceiling area painted black. • Dimmable room lighting (daylight balanced tubes) • No Windows. • Grey or Black walls. • Mop-able floor • 2 Computer workstations • Lighting rail system for photographic lighting. • Motorized background system | <p>1200</p> |
| <p>Print Room/Equipment Cage/PA Office (L-shaped: print area in front of Digital Labs, equipment cage and PA office between Digital Labs and Photo Studio)</p> <ul style="list-style-type: none"> • Normal ceiling • Dimmable room lighting (daylight balanced tubes) • No Windows. • White walls. • Mop-able floors. • PA Computer workstation • 4-Printers • 4-Print viewing/trimming workstations | <p>1000</p> |
| <p>Open Lab Area for all Visual Arts (24X72 ft.)</p> <ul style="list-style-type: none"> • Normal ceiling • Windows okay. • White walls. • Metal critique wall with shelf. • Mop-able floors. • Eight-Computer Workstations • Two-Scanning Workstations • Two-2D Work Stations • Two-Ceramics/Sculpture Workstations • Eight-Painting Easels • Stainless steel sink with paint traps. • Ventilation • Student seating area. | <p>1728</p> |

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

| Room Type | Square Footage |
|--|----------------|
| <p>Administrative Office Area (20X30 ft.)</p> <ul style="list-style-type: none"> • Administrator office • Support staff office • Conference room • Normal ceiling • Windows okay. • White walls. • Carpet • Glass wall facing toward Open Lab area. | 600 |
| <p>FT Faculty Office #1 (12X20 ft.)</p> <ul style="list-style-type: none"> • Two-person office. • Normal ceiling • Windows okay. • White walls. • Carpet • Glass wall facing toward Open Lab area. | 240 |
| <p>FT Faculty Office #2 (12X20 ft.)</p> <ul style="list-style-type: none"> • Two-person office. • Normal ceiling • Windows okay. • White walls. • Carpet • Glass wall facing toward Open Lab area. | 240 |
| <p>FT Faculty Office #3 (12X20 ft.)</p> <ul style="list-style-type: none"> • Two-person office. • Normal ceiling • Windows okay. • White walls. • Carpet • Glass wall facing toward Open Lab area. | 240 |
| <p>Adjunct Faculty Office (18X20 ft.)</p> <ul style="list-style-type: none"> • Four-person office. • Normal ceiling • Windows okay. • White walls. • Carpet • Glass wall facing toward Open Lab area. | 360 |

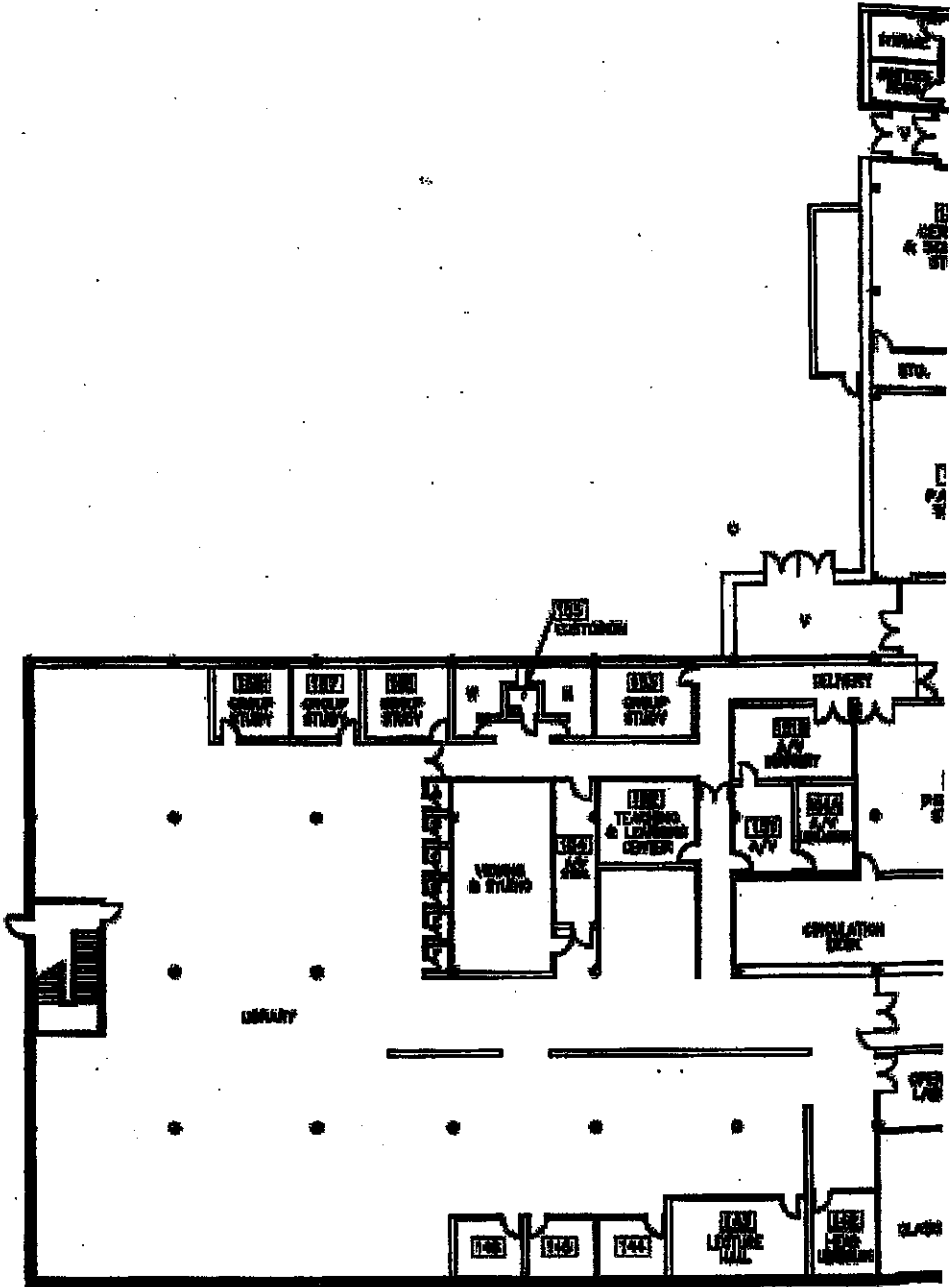
Request for Proposal - R1700007
Design Services for the Renovation of the Sagtikos Building
Advertised June 8, 2017

Suffolk County Community College

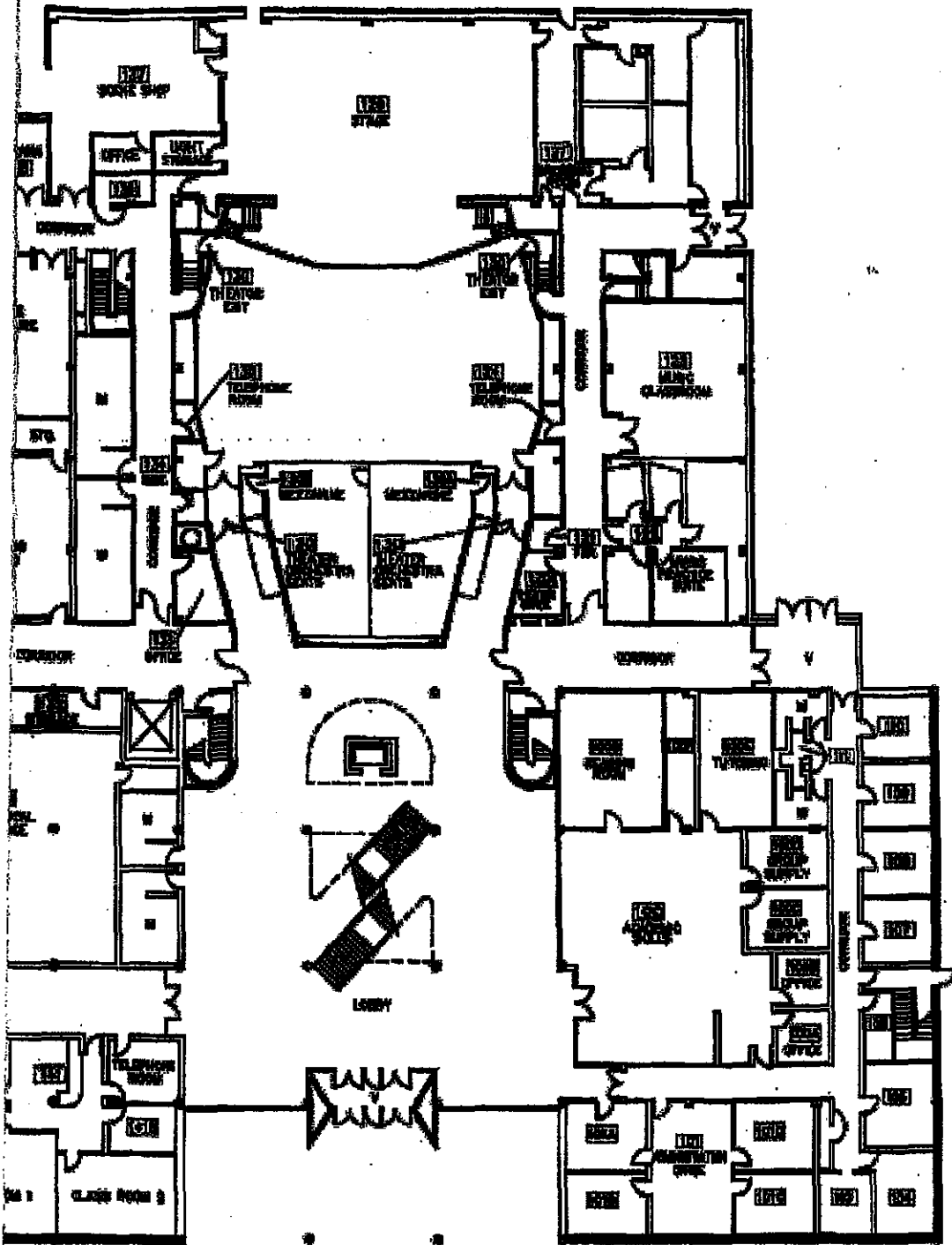
| Room Type | Square Footage |
|---|----------------------|
| <p>Black Box Theater – 80 seats (40X50 feet)</p> <ul style="list-style-type: none"> • Elevated seating for eighty. • High ceiling. • Black interior, including walls and ceiling. • Theater lighting system. • Theater sound system. • Projection system. • Stage area. • Back-stage storage area. • Mop-able floor | <p>2000</p> |
| <p>Dance Studio (24X36 ft.)</p> <ul style="list-style-type: none"> • Normal ceiling • Dimmable room lighting • White walls, floor to ceiling mirrors on one wall. • Dance barre for two walls • Dance floor. • Music System | <p>864</p> |
| <p>Music Computer Lab (20X24 ft.)</p> <ul style="list-style-type: none"> • Normal ceiling • Dimmable room lighting • White walls. • Sound proofing required for music. • Mop-able floors. • Smart classroom technology • 12 Computer workstations | <p>480</p> |
| <p>Chemistry Classroom (1, 250 SQFT)+ Prep Room (470 SQFT)</p> <ul style="list-style-type: none"> • Chemistry lab (1,233 sf). • Prep Room that is 326 sf., a • Chemical storage room that is 168 sf. • Balance room that is 298 sf. • Proper space for management of hazardous and flammable materials and wastes must be incorporated into the building. • Gas supply to laboratories will be natural gas. • Each laboratory and preparatory room must have emergency shut-offs for both gas and water. • Laboratory and preparatory room fume hoods should be designed such that hood ventilation systems can be shut off when spaces are unoccupied | <p>2025</p> |
| <p>Total Space Requested</p> | <p>22,593</p> |

Request for Proposal - R1700007
Design Services for the Renovation of the Sagtikos Building
Advertised June 8, 2017

Suffolk County Community College



FIRST FLOOR PLAN (Existing)
SAGTIKOS BUILDING
WESTERN CAMPUS

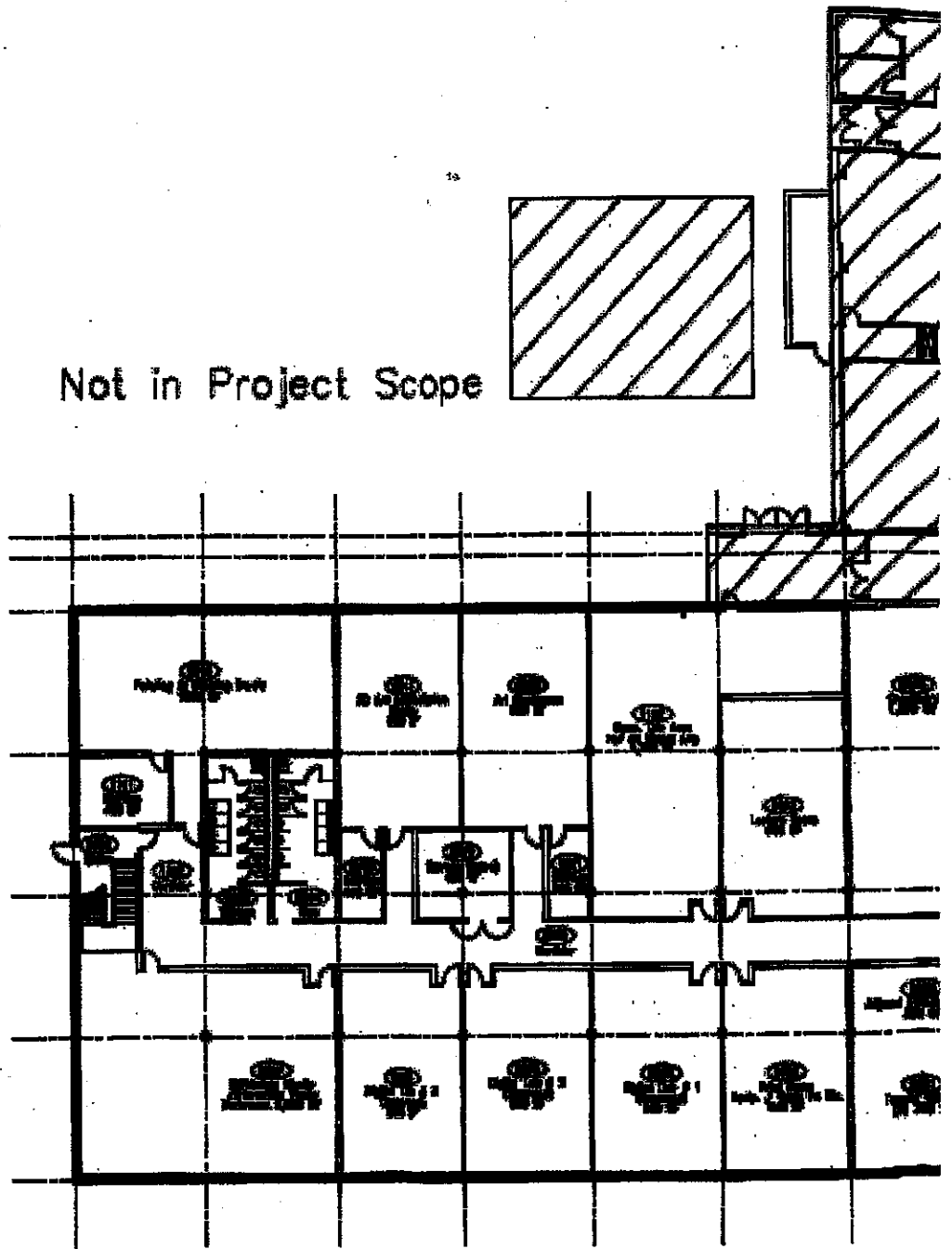


Request for Proposal - R1700007

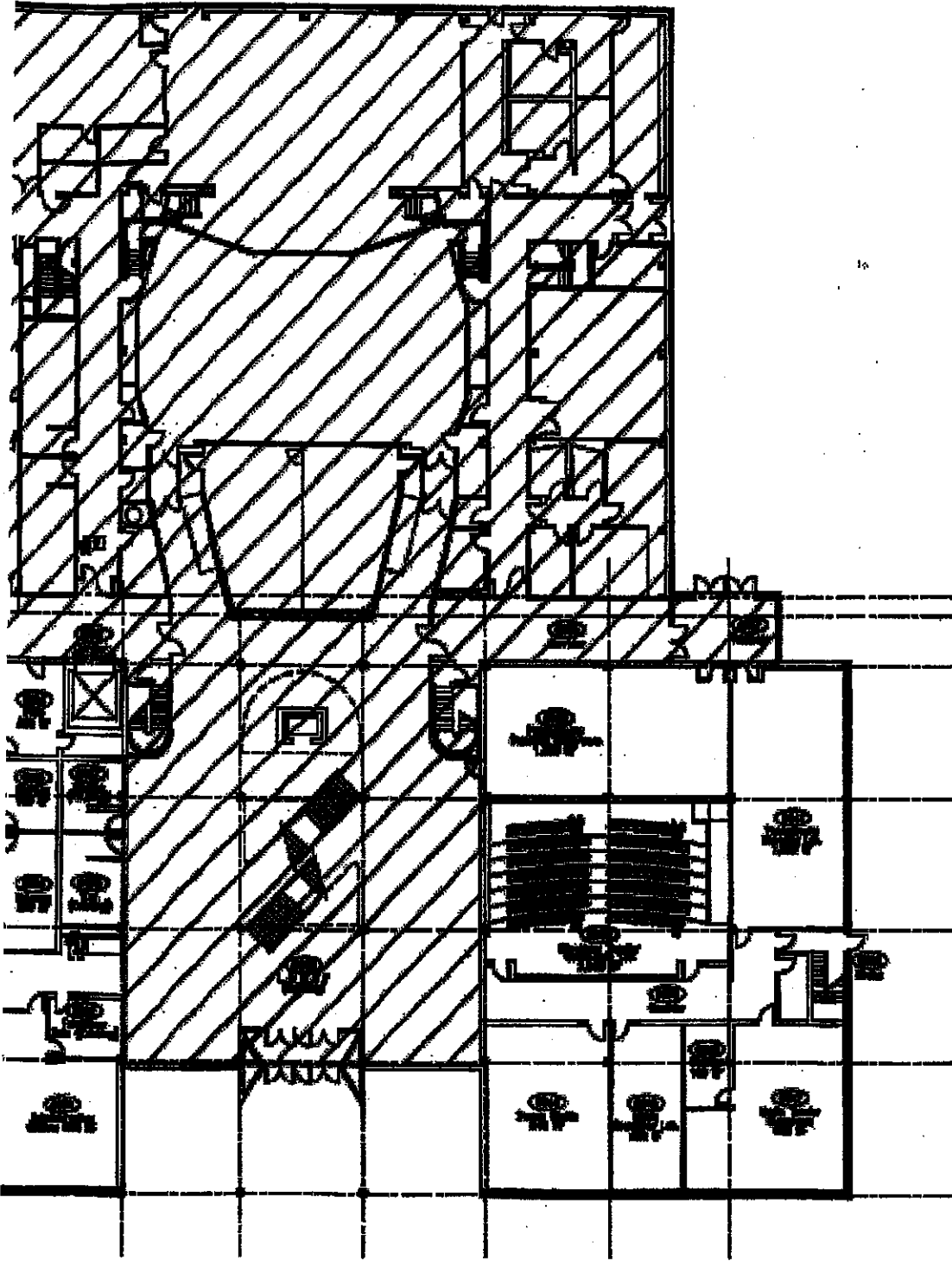
Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017



FIRST FLOOR PLAN (Proposed Sct
SAGTIKOS BUILDING
WESTERN CAMPUS



1e)

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

ii. Standard Requirements

Upon receipt of written authorization from the College, Consultant shall perform the following services:

- (1) Meet frequently with College Administrative personnel to review project scope, develop alternatives, and prepare cost estimates, sketches of proposed schemes, and construction schedules.
- (2) Provide a preliminary building code analysis for review by the College and relevant code officials as warranted.
- (3) The Consultant shall analyze and describe the availability, age, capacity and code compliance of existing utilities and services, including but not limited to gas, water, electric, phone/data and sewer.
- (4) Submit to the College for review and comment, four sets of a report setting forth the findings, recommendations, proposed schemes, sketches, building code analysis, cost comparisons and estimates, and construction schedules. The College shall review the report to select alternatives, re-defining the project scope if needed, and critique cost estimates and construction schedules. Consultant shall make changes requested by the College and submit four sets for final approval.

b. Preliminary Design Stage

Upon approval of the Programming/Sketch Study Phase report, Consultant will be given authorization to proceed with the Preliminary Design Phase which shall include the following services:

i. Prepare preliminary contract documents for the project.

- (1) All contract documents must reflect the requirements of General Municipal Law 101 (Wick's Law) and comply with all applicable local, State and Federal laws and codes including but not limited to the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York, the New York State Department of Environmental Conservation and the United States Environmental

Request for Proposal - R170007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

Protection Agency. Any required tests and inspections shall be incorporated into the contract documents. The possible use of a project labor agreement (PLA) will be evaluated under a separate contract, if warranted. If a PLA is executed, contract documents must reference the PLA.

- (2) Drawings shall consist of plans, one-line diagrams, system schematics, installation details, equipment elevations and other drawings to fix and illustrate the size and character of the project in its essentials.
 - (3) Drawings shall be prepared using a computer aided drafting and design (CADD) system, equal to or compatible with AutoCad Release 2010 (or later) from Autodesk.
 - (4) Along with the drawings, Consultant shall prepare outline specifications detailing the primary equipment and materials proposed for the project. Outline specifications shall be prepared in Construction Specification Institute (CSI) format.
 - (5) All drawings, tracings and specifications prepared by Consultant shall become the property of the College upon their approval and acceptance in writing by the College or upon termination of Consultant's services. The College may elect to put such documents on its website in read-only format to facilitate the bidding on the construction phase of the project. Consultant shall retain the copyright on such documents.
- ii. Prepare a detailed preliminary cost estimate.
- (1) The cost estimate shall be prepared in sufficient detail to ensure that the project scope is in compliance with the project budget. The cost estimate shall include recommended contingencies.
 - (2) The estimate shall offer alternatives and cost comparisons. A revised construction schedule shall also be prepared.
- iii. Provide samples of proposed materials, furnishings, fixtures, color schemes, treatments and other significant design elements such that the College can make informed choices. College staff will need to experiment with proposed furnishings to test comfort, flexibility, durability and overall use.
- iv. Provide a more detailed code analysis that reflects the increased detail of the design to date for review by the College and relevant code officials as

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

warranted.

- v. Submit to the College for approval two sets of the preliminary drawings, outline specifications, building code analysis, cost estimates and construction schedules. The College shall review the submission, indicating required changes or revisions.

c. Contract Document Stage

Upon approval of the College of the Preliminary Design submission, Consultant will be given authorization to proceed with the following:

- i. Prepare quality contract drawings and specifications required for the project, based on the College's review and comments during the Preliminary Design Stage.
 - (1) The drawings shall be prepared in sufficient detail, as acceptable to the College, to illustrate the work of each contract.
 - (2) Complete code compliance drawings must follow the preferred format of the local authority having jurisdiction and illustrate how construction documents meet relevant code requirements in a clear and concise manner.
 - (3) Drawings shall reflect necessary project phasing to maintain occupancy and educational usage of portions of the campus during construction.
 - (4) Drawings shall be prepared on no larger than 30 by 42-inch sheets (E-size) utilizing a computer aided drafting and design (CADD) system equal to or compatible with AutoCad Release 2010 (or later). Drawings shall be in a format which can be posted on the College's website or provided by the Consultant to bidders directly.
 - (5) Detailed technical specifications shall be written in CSI format.
 - (6) Specifications shall be typed either in Microsoft Word, or a compatible format which can be posted on the College's website.
 - (7) Specifications shall be merged with the College Project Manual, which will be posted on the College's website during the bid and award phase.
- ii. Make the necessary drawing and specification submissions to the College.

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

- (1) The College shall review the submissions advising Consultant of required changes and revisions.
 - (2) Each drawing and specification submission shall be accompanied with a detailed cost estimate of increasing accuracy reflecting the greater level of detail contained in the drawing and specification submissions.
 - (3) The design shall be adjusted to ensure that project cost remains within the project budget.
 - (4) Drawings and specifications shall be prepared in compliance with all applicable Federal, state and local codes including but not limited to Wick's Law, if applicable, the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York State, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency, and the codes and standards of ANSI, ASTM, NEMA, NFPA, IEEE, and other nationally recognized associations. Any required tests and inspections shall be incorporated into the contract documents. The possible use of a project labor agreement (PLA) will be evaluated under a separate contract, if warranted. If a PLA is executed, contract documents must reference the PLA.
 - (5) Upon acceptance by the College of the contract documents and prior to submissions to the appropriate agencies for code compliance, Consultant shall submit to the College, one (1) set of drawings, (1) set of half-size bound drawings on minimum 24-lb bond paper, one (1) copy of bound specifications, and one copy of all on CD.
- iii. Obtain final approval from the College for all furnishings, fixtures, color schemes, treatments and other significant design elements.
 - iv. Provide revised costs estimates with recommended contingencies that reflect the more detailed construction documents.

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

d. Permitting

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 cannot 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.

i. Consultant shall discuss with the College which permits and approvals must be obtained before Consultant makes any submissions to the appropriate agencies. Consultant is encouraged to communicate with the various regulatory agencies throughout the project to avoid substantial design changes at this stage.

ii. 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 College, 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. It is 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.

Consultants must provide Code Compliance Review Drawings with the building permit submission. Consultant must complete the OGS 2010 Code Compliance Review Checklist as required by the local authority having jurisdiction and include the checklist with the building permit submission. All code compliance drawings must follow the preferred format of the local authority having jurisdiction. (4) Four sets of construction documents signed and sealed by the designers must be submitted for the building permit review.

In addition, construction projects that exceed \$1,000,000 must comply with Local County Resolution No. 126-2006, "Implementing Leadership in Energy and Environment Design (LEED) Program for Future County Construction Projects". The SCDPW is the agency that enforces the LEED standards. It is the consultant's responsibility to determine the applicability of this legislation given the nature of the construction.

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

- (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) and PSEG approvals, including but not limited to power supply and connections.
 - (5) Any and all required National Grid 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 required Pine Barrens Commission approvals, where applicable.
 - (9) Any and all other local, State or Federal approvals, as may be required.
- iii. 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.
- iv. 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.
- v. Once obtained, all permits and approvals required must be submitted to

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

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.

e. Final Approval

After all applicable permits and approvals are submitted to the College, Consultant shall make a final submission of contract documents to the College.

i. Consultant shall submit the following upon acceptance by the College of the final submission:

- (1) Two (2) sets of full size drawings;
- (2) One electronic copy of all drawing files in CADD form stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files shall be complete, illustrating the complete drawing that is provided. (Drawings utilizing background "X-reference" files shall include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in "opening" the files. Drawings shall be in a format which can be posted on the College's website;
- (3) Two (2) half-size bound drawing sets on minimum 24-lb bond paper;
- (4) One (1) set of loose (unbound) specifications suitable for reproduction, along with one (1) bound copy;
- (5) One electronic copy of the specifications stored on non-erasable compact disks with a directory corresponding file name to each specification section. Specifications shall be in a format which can be posted on the College's website;
- (6) Four (4) sets of final cost estimates and one electronic copy;
- (7) Four (4) copies of a construction schedule and one electronic copy; and
- (8) Completed electronic copy of the College Project Manual which shall be provided to the College by the Consultant, and used by the College during the bidding process.

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

- (9) One printed copy and one electronic copy of all presentation materials (i.e. floor plans, renderings, etc.) accumulated throughout the design process in chronological order.
- (10) Provide two (2) sets of finish boards.

f. Bid and Award Phase

During the Bid and Award phase, Consultant shall perform the following services:

- i. Provide drawings, specifications, and project manuals to the College. The College shall collect the wage rate schedules and provide it to potential bidders during the Bid and Award Phase.
- ii. Attend pre-bid meetings to describe and discuss the project with perspective Bidders and gather any questions or issues raised by prospective Bidders. Consultant is required to provide all responses or changes to the bid documents in writing to the College's Procurement Office who will be responsible for the issuance of all addenda.
- iii. Provide an updated cost estimate, as appropriate, which reflects changes, modifications and clarifications to contract documents detailed in addenda issued during the Bid and Award Phase.
- iii. Assist the College in review of bid responses for conformance with bid requirements. In addition, Consultant shall review the apparent low bidder's bid breakdown and submit an analysis to the College.
 - (1) If the College receives bids that, when considered along with the recommended contingencies, exceed the final cost estimate and/or project budget, Consultant shall revise the bid documents to bring the work within the project budget, and allow re-bidding of the entire project or certain components of the prime contracts. Consultant shall not receive additional compensation for the services associated with re-bidding.
 - (2) Upon receipt of acceptable bids, Consultant shall review the qualifications of the lowest responsible bidder for each contract, and make recommendations for award in written form.
- iv. Attend pre-award meetings with the apparent low bidder.

g. Construction Stage

During the Construction Phase, Consultant shall do the following:

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

- i. Make a minimum of one weekly site visit (more if required by job conditions) to review construction/installation in progress. The purpose of the visits is to be familiar with the progress and quality of the work and to determine if the work is in accordance with the Contract Documents.
- ii. Manage and/or perform all necessary inspections and testing required by the applicable codes and regulatory agencies. This includes special inspections listed in the construction drawings, all building permit inspections and any inspections required by the agencies listed in Section 2(c)(ii) and Section 2(d)(ii) of this RFP. Identify non-compliant conditions and recommend immediate corrective actions. Certify, in writing, all test reports and inspection documentation and submit to the appropriate regulatory agencies, as required, with copies to the College. Maintain accurate records of all tests and approvals throughout the project, whether performed by the Consultant, contractor or a third party inspection/testing service, as required by the contract documents and the building permit conditions for eventual submission to the local authority having jurisdiction for a certificate of occupancy.
- iii. Administer weekly, or bi-weekly, progress meetings during which Consultant shall take minutes, distributing the minutes to prime contractors and College administrative personnel.
- iv. Review and approve samples, schedules, and shop drawings for conformance with the Contract Documents, as outlined in the Project Manual General Conditions. Maintain logs of such reviews. Review of these submittals shall be performed within fourteen (14) days of initial receipt of the submittal. Provide the College with one hard copy and one electronic copy of all approved shop drawings.
- v. Prepare supplemental and explanatory drawings and sketches as required to clarify or amplify the Contract Documents.
- vi. Review and approve periodic payment requests.
- vii. Review change orders and provide the College an analysis and recommendation for acceptance, modification or rejection of each change order.
- viii. Witness performance tests of all installed equipment and systems.
- ix. Assist the contractors and the independent commissioning agent in startup, testing and commissioning of primary systems and equipment.

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

- x. At substantial completion, prepare punch-lists of incorrect or incomplete work. Make final inspections to insure that all work has been completed, and that all systems are operational.
- xi. Make recommendations to the College that the contractors have completed all required contract work.
- xii. Assemble written guaranties and warranties from the contractors and submit to the College.
- xiii. Review and approve of contractor's operations and maintenance manuals.
- xiv. Review and approve the "as-built" drawings prepared by the contractors. If requested, Consultant shall provide electronic copies of the design drawings in CAD format to contractors so that as-built drawings may be generated.
- xv. Review and approve of final payments to the contractors.
- xvi. Provide written certification that the work is in accordance with the Building Code of New York State (BCNYS) as required by the 2016 BCNYS and provide any other written certifications as required by the various regulatory agencies.
- xvii. Provide a complete set of as-built drawings for the project in the following formats:
 - (1) Two (2) sets of full size drawings;
 - (2) One copy of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files shall be complete, illustrating the complete drawing that is provided. (Drawings utilizing background "X-reference" files shall include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in "opening" the files. Drawings shall be in a CADD format.
 - (3) One copy of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawings shall be in a PDF format.
- xviii. Obtain a Certificate of Occupancy at the completion of the project from the local authority having jurisdiction. The College shall receive complete copies of any submissions made in order to obtain a Certificate of Occupancy. Please note that the SCDHS requires stamped and sealed as-

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

built drawings of water, sewer and drainage systems for approval. A Certificate of Occupancy will not be issued without SCDHS approval. Therefore, these as-built drawings and related documentation must be submitted to the SCDHS as soon as the related construction work is complete and not at the end of the project in order to avoid occupancy delays.

h. Commissioning

In the event that an independent commissioning agent is not retained for this project, the commissioning services listed below 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). In addition, if the Long Island Power Authority (LIPA), as managed by PSE&G, identifies this project as eligible for commissioning reimbursement, the Consultant shall solicit three proposals from the LIPA list of approved independent commissioning agents on behalf of the College and make a recommendation to select an independent commissioning agent to be funded by the College under a separate contract. If an independent commissioning agent is retained, the Consultant will work with this agent on the items identified below with the exception of item (iii) and (x), which are the responsibility of the Consultant.

- i. Develop specific Commissioning Plans and Specifications.
- ii. Develop acceptance procedures.
- iii. Develop training requirements and provide system training.
- iv. Develop an Operations, Maintenance and Systems Manual.
- v. Develop a schedule of construction and acceptance phase commissioning activities.
- vi. Perform on site observations during construction.
- vii. Supervise the acceptance tests, including verification and performance tests.
- viii. Prepare and submit a commissioning report.
- ix. Organize As-Built records.
- x. Provide follow up for quality performance during the guarantee period.

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

i. Operations, Maintenance and Systems Manual

The Consultant shall produce an Operations, Maintenance and Systems Manual for the mechanical/electrical systems installed.

The Operations, Maintenance and Systems Manual shall include, but not be limited to, the following:

- i. 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.**
- ii. A detailed description of each system and each of its components showing piping, valves, controls, and other components, with diagrams and illustrations where applicable.**
- iii. Wiring and control diagrams.**
- iv. A written sequence of operations as actually implemented with control system data including all set points, calibration data, etc.**
- v. 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.**
- vi. Maintenance and overhaul instructions including lubrication schedules.**
- vii. Complete annual maintenance schedule.**
- viii. A list of recommended operational record keeping procedures, including sample forms and trend logs, and a rationale for each.**
- ix. Parts lists, including source of supply and recommended spare parts.**
- x. Name, address and 24 hour telephone number of each subcontractor who installed equipment, and local representative for each piece of equipment.**
- xi. Installation instructions.**
- xii. Corrected shop drawings.**
- xiii. Product information, including performance curves, rating data, features, options etc., on all installed equipment.**
- xiv. Copies of warranties.**

Request for Proposal - R1700007

Suffolk County Community College

Design Services for the Renovation of the Sagtikos Building

Advertised June 8, 2017

- xv. As built documents.
- xvi. Control schematics and computer graphics.
- xvii. Complete terminal interface procedures and capabilities for DDC system.
- xviii. Initial and final design intent documents.

j. Training

Training for College Operations and Maintenance staff shall be provided by the Consultant as part of this contract. While the installing contractor will provide training on specific pieces of equipment, the system training shall be provided by the Consultant.

Training shall include but not be limited to the following topics:

- i. 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.
- ii. Use of control systems including sequence of operations, problem indicators, diagnostics, corrective actions.
- iii. Use of reports and logs.
- iv. Use of the Operation, Maintenance and Systems Manual.
- v. Design Intent.
- vi. System operational procedures for all modes of operation.
- vii. 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.

End of text for Section III



June 16, 2017

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1700007
DESIGN SERVICES FOR THE RENOVATIONS OF THE SAGTIKOS BUILDING

Attention to Proposers:

This constitutes Addendum No. 1 to the referenced Request for Proposals (RFP), and consists of:

- This one (1) page cover page, which provides notification of a walk-through at the Sagtikos Building project site,
- The sign-in sheet reflecting the names and contact information of the firms that attended the Pre-Proposal Conference

PLEASE NOTE THAT A NON-MANDATORY WALKTHROUGH WILL BE HELD ON

JUNE 21, 2017 AT 10:30 AM

Proposers shall meet in the lobby of the Sagtikos Building on the Michael J. Grant Campus, 1001 Crooked Hill Road, Brentwood, NY 11717

The proposal due date and time of June 29, 2017 no later than 12:00 PM remains unchanged.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

Beatriz Castano

Beatriz Castano
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Firm Name

By (Sign in ink)

Title

Print Name

Date



June 20, 2017

ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R1700007
DESIGN SERVICES FOR THE RENOVATIONS OF THE SAGTIKOS BUILDING

Attention to Proposers:

This constitutes Addendum No. 2 to the referenced Request for Proposals (RFP), and consists of this four (4) page cover letter, which provides:

- Information regarding a correction to the RFP document
 - Responses to questions raised by potential proposers during the Pre-Proposal Conference.
-

Proposers please note:

In Section III-Scope of Work, item #4 – Basic Services, under sub-paragraph d-Permitting, bullet ii.(1) (page 31 of 39), the following sentence with the strikethrough in the second paragraph has hereby been deleted from the RFP requirements:

Consultants must provide Code Compliance Review Drawings with the building permit submission. ~~Consultant must complete the OGS 2010 Code Compliance Review Checklist as required by the local authority having jurisdiction and include the checklist with the building permit submission.~~ All code compliance drawings must follow the preferred format of the local authority having jurisdiction. (4) Four sets of construction documents signed and sealed by the designers must be submitted for the building permit review.

Q1: Is the cost of Fixtures, Furniture and Equipment included in the budget? Are there any doors or other items that will need to be replaced, or will the items currently in the building be reused?

A1: Furniture and Equipment is included in the budget

Q2: As per at of the project, will an environmental hazard study need to be done or reviewed by the selected Consultant? Or will it be done/reviewed by a third party? Would the selected Consultant need an environmental sub-consultant on their team when they submit the proposal?

A2: The College will have an environmental study done. Consultant will be required to review this study to determine whether any remediation will be necessary.

Q3: Please clarify the way the cost proposal should be submitted. Will it be based on the Not-To-Exceed amount, and will the billable hourly rate be charged against it? i.e. the winning team will submit timesheets to you, per phase?

A3: The Cost Proposal should be submitted with a Not-To-Exceed amount. The billable hourly rate will then be applied against the Not-To-Exceed amount.



ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R1700007
DESIGN SERVICES FOR THE RENOVATIONS OF THE SAGTIKOS BUILDING

Q4: Is environmental remediation included in the budget?

A4: Yes

Q5: Will the Fire Marshall request a separate drawing, or will they just be reviewing our standard drawings?

A5: They will only be reviewing the standard drawings

Q6: Are there any stated goals for LEED certification?

A6: No

Q7: Please confirm that the current building includes library and art spaces, and what would be required in the renovation?

A7: The current building includes library and art spaces. The Consultant would need to design the space to remove the existing set-up and reconfigure the space to accommodate the spacing requirements set forth in the RFP.

Q8: Are the alchemy drawings available on CADD?

A8: Floor plans are available in CADD which will be provided to the selected Consultant.

Q9: Has the mechanical systems been reviewed? Will any of the systems be reused, replaced, or upgraded? Is the cost of replacing or upgrading the systems been included in the budget?

A9: The major components, air handles, chillers, boilers, will not be upgraded. There will be air distribution and controls work in the project.

Q10: Are there any fire sprinklers in the building?

A10: There are fire sprinklers in the building. Consultant may be required to assess code compliance, and if necessary, incorporate any changes in the design documents to ensure code compliance.

Q11: Will the Consultant be required to design to the budget or to the Program?

A11: The Consultant shall design within the parameter of the established budget. If necessary, reductions in scope will be made.



ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R1700007
DESIGN SERVICES FOR THE RENOVATIONS OF THE SAGTIKOS BUILDING

Q12: Is the building slab-on-grade, or is there a basement?

A12: There is a partial basement, but it is not over the area being renovated

Q13: Will any work be required along the exterior envelope of the building?

A13: Only if required by code

Q14: Will Commissioning services be below line, i.e. outside of the base NTE fee?

A14: Commissioning services as described in the RFP will be required, and shall be included as part of the Proposer's base fee.

Q15: Presently, are there any known defects or issues with the building?

A15: None that affect the work being done

Q16: On page 20 of the RFP documents, under the requirements for the Art Classroom, what is meant by the metal critique wall with shelf-lip? Is it a magnetic pin-up?

A16: It is a magnetic board wall so prints can be hung using magnetics. Some examples (pictures), are attached. A "lip" could be added/attached at the bottom of the board so that paintings could be leaned-up against the wall. This "lip" may not be required for all rooms, but some, like the painting studio/classroom.

Q17: On page 20 of the RFP documents, under the requirements for the Music/Theater Classroom and Lecture Hall, there are references to a music system. Please confirm whether the Consultant will be designing this system to include a Public Address microphone mixer, or whether it is just a plug and play.

A17: The Consultant is not required to design a sound system. However, Consultant shall include in the design documents, the appropriate wiring necessary for the sound system that must be installed in the walls and ceilings during construction, before the walls are closed up. This may include wiring necessary for a Public Address System microphone mixer.

Q18: On page 22 of the RFP documents, there are references to daylight balanced tubes. Please elaborate on what this is.

A18: Daylight refers to the color spectrum of the lamps



**ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R1700007
DESIGN SERVICES FOR THE RENOVATIONS OF THE SAGTIKOS BUILDING**

Q19: On page 24 of the RFP documents, there is a section for requirements for the Black Box Theater. Please indicate where this Theater is on the existing or Proposed drawings included in the bid documents.

A19: It is identified on the drawings provided in the RFP as room 0042.

The proposal due date and time of June 29, 2017 no later than 12:00 PM remains unchanged.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

Beatriz Castano

Beatriz Castano
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Firm Name

By (Sign in ink)

Title

Print Name

Date



June 26, 2017

ADDENDUM NO. 3
REQUEST FOR PROPOSAL NO. R1700007
DESIGN SERVICES FOR THE RENOVATIONS OF THE SAGTIKOS BUILDING

Attention to Proposers:

This constitutes Addendum No. 3 to the referenced Request for Proposals (RFP), and consists of:

- This three (3) page cover letter, which provides responses to questions raised by potential proposers during the Site Walk-Through
- One (1) page sign-in sheet reflecting the names and contact information of the firms that attended the walk-through on June 21, 2107 at 10:30 AM
- One (1) page Attachment 1 which provides a sketch of the building identifying the locations of the basement, and gas and electric service

Q1: Where is the gas and electric service coming into the building from?

A1: Please see Attachment 1 which provides location of gas and electric service.

Q2: Is the intent to keep the skylight in the area marked for the Black Box Theater? The assumption is that for the Theater, you would want a higher space.

A2: The location of the Black Box Theater reflected in the proposed design is just one option. As the selected Consultant works with the College, other design options can be examined to arrive at a final scheme.

Q3: Is there work required on the second floor?

A3: Work will not be required on the second floor.

Q4: As per Addendum No. 2, Q2/A2, we understand that the role of our team's environmental engineer will be to review an environmental study for the building (which will be provided by The College) and determine whether remediation of Hazardous Materials (HAZMAT) will be necessary. Our team assumes that our environmental engineer will produce drawings and specifications as applicable to the scope of recommended HAZMAT remediation. If no HAZMAT are found in the work area, drawings and specifications will not be required. Can you please confirm this assumption is correct?

A4: The assumption is correct.



ADDENDUM NO. 3
REQUEST FOR PROPOSAL NO. R170007
DESIGN SERVICES FOR THE RENOVATIONS OF THE SAGTIKOS BUILDING

Q5: Rooms Marked as "Telephone Room" were observed during this morning's walkthrough (Room 141a & Room 106). Can you confirm what spaces these telephone rooms are serving?

A5: They are data closets for distribution throughout the building, and demarcation.

Q6: Where are the air handlers?

A6: There is an AHU-1 in the basement underneath the library area of the Sagtikos Building which is used for heating hot water for the boilers. Cooling for this basement unit is provided by chilled water. There is another 20 or 25 ton self-contained rooftop unit for the library's computer area. This rooftop unit services the library office area, as well as the library's computer workstations area which is the size of a conference room.

Q7: Are the restrooms being relocated? Will there be additional requirements regarding such relocation?

A7: The College prefers that the restrooms remain in their current locations. However, code requirements will determine if they need to be relocated.

Q8: How much does the College anticipate will be required for Furniture, Fixtures, and Equipment?

A8: The College anticipates that Furniture, Fixtures, and Equipment will be approximately \$976,000.

Q9: Will there be work required on the stairways? The railings are not fully up to code.

A9: Consultant will need to address this work if it is required by code.



**ADDENDUM NO. 3
REQUEST FOR PROPOSAL NO. R1700007
DESIGN SERVICES FOR THE RENOVATIONS OF THE SAGTIKOS BUILDING**

The proposal due date and time of June 29, 2017 no later than 12:00 PM remains unchanged.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

Beatriz Castano

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Firm Name

By (Sign in ink)

Title

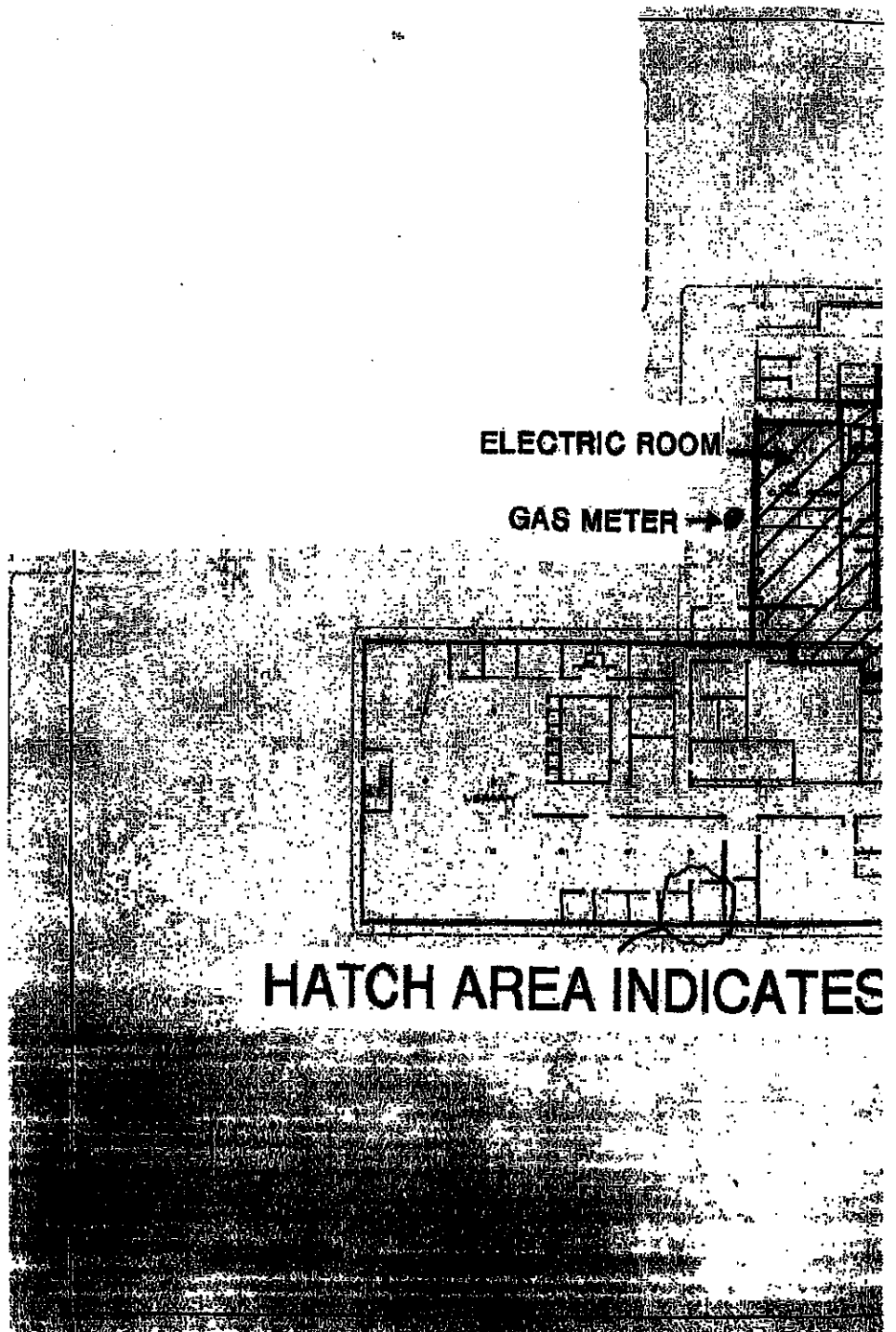
Print Name

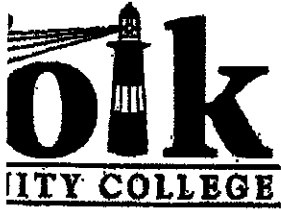
Date



ADDEN
REQUEST FOR PRO
DESIGN SERVICES FOR THE RENOV

ATTAC
LOCATIONS OF THE BASEMENT,





LNO. 3
SAL NO. R1700007
WORKS OF THE SAGTIKOS BUILDING

ITEM 1
INSTALL GAS AND ELECTRIC SERVICE



AS BUILT

Section II: Proposed Services**4. Technical Approach****a. Project Approach and Management**

The first steps we take together will establish the direction of the project. The College needs a new Art and Music space that provides advanced performing arts education. We'll begin our understanding of the goals for this project's by first adhering carefully to the College's needs and priorities within a fixed budget. Through a number of brainstorming sessions, we'll organize your thoughts about the facility into a program that illustrates the size and components (Classrooms, Music Rooms, Theater, HVAC, Equipment Rooms, etc.) This program will include blocking diagrams that outline the general size and working relationships of the spaces. Together we'll share our past lessons learned to derive at meaningful program elements and decisions. Through this exploratory phase we will expand upon the College's understanding of the possibilities for the design.

The design of this facility will involve many representatives from the College and many expert consultants. One of the primary roles for the architect is to schedule and effectively manage the communication and design delivery process. Much like an orchestra, there are many important players that need to be heard and work together in concert. We'll hold a number of working sessions with the college administrators, planning and engineering, staff and maintenance to develop a comprehensive plan that reflects all stakeholders. To aid in understanding, we utilize virtual modeling and computer graphic images to generate views of the building interior. The images help our team in resolving the design and assisting College representatives with the visualization of the project.

All correspondence will be channeled through the architect. Tom Murawski, RA will establish and maintain all communication with the College and the project team. We will establish a secure File Transfer Protocol (FTP) website, for distribution and downloading of all documents and correspondence. Our program allows all involved full and immediate transparency to the documents and the latest development.

During the process bid architecture, dpc will establish and maintain:

- Regular meetings with Suffolk Community College, representatives and regulatory agencies.
- Meeting agenda and minutes for the design.
- Project design schedule.
- Design, performance standards and budget.
- Project directory and FTP site.

b. Anticipated Issues

With any project, building costs are directly related to square footage, the larger the building the higher the cost. Immediately we'll begin to look at the most efficient use of space, making certain that we account for every square foot. The building needs to function for ongoing operations and promote a healthy and sustainable interior environment. A large component of the program will involve the mep systems. Erntec and the team will look at the systems alternates for performance and maintenance. Ultimately this will be a state-of-the-art facility that enhances Suffolk Community College's commitment. There will be a number of County programs to address. The Wicks Law requirement, Local Law preference and Living Wage requirement will be met, along with meeting the County's goals for meeting Minority and Disadvantage business involvement. Our previous County experiences have given us an outstanding working relationship with the local departments of health, building and planning. bid architecture is experienced with providing the best design value while meeting the allocated budget and the schedule. As a Wicks law project, separate packages of drawings are issued for bidding of four independent prime contracts. When compiled the total gross number for the construction will be within the 5% deviation of our budget. This is a County mandate before allowing any project to move forward. There will be no increases to the project during construction or any change orders that affect the cost. bid's previous experience with the Fourth Precinct, Skilled Nursing Facility and the Suffolk County Courts also met the same strict standards.

End of Text for Exhibit D

EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

- a. Consultant shall prepare and present a claim form supplied by the College and approved for payment by the College. Claims shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit E 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. The acceptance by Consultant of full payment of all billings made on the final approved voucher under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Consultant, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

Cost not to exceed \$390,000.00.

3. Consultant's Cost Proposal

See Attachment 3, annexed hereto.

ATTACHMENT 3

bld architecture, dpc

Section III: Cost Proposal

5a. Cost Proposal

Compensation and Schedule:

Based upon the project scope outlined, we propose a total lump sum fixed fee of \$ 390,000 dollars (including normal reimbursable costs) for the Programming through Training Phases. This fee includes the services of the core design consultants identified (Arch'l, MEP&FP, Structural, Cost and Acoustic).

The fee is divided into the following phases and estimated durations:

| Phase | Percent | Fixed Fee | Duration |
|--------------------------|-------------|-------------------|------------------|
| I Programming | 10% | \$ 39,000 | 2 months |
| II Preliminary Design | 15% | \$ 58,500 | 4 months |
| III Contract Documents | 20% | \$ 78,000 | 2 months |
| IV Permitting / Approval | 10% | \$ 39,000 | 2 months |
| V Bid and Award | 5% | \$ 19,500 | 2 months |
| VI Construction | 25% | \$ 97,500 | 8 months |
| VII Commissioning | 5% | \$ 19,500 | 1 months |
| VIII Operations Manual | 5% | \$ 19,500 | 0 months |
| IX Training | 5% | \$ 19,500 | 0 months |
| Total: | 100% | \$ 390,000 | 21 months |

Note: Estimated durations exclude DOB and DOH approval process time.

1. Payments due the Architect shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred and are due on receipt of invoice. All consultant invoices will be approved and processed by the architect but paid directly by the client.

bld architecture, dpc

| Suffolk County Community College | | | | |
|---|-------------------------------------|---------------------|------------------|--------------|
| Sagtikos Building 28,000 gsf | | | | |
| | | Fee | \$ / sf | % PC |
| Design | Programming and Pre-Design | \$ 23,000 | \$ 0.82 | |
| | Architectural Base Building | \$ 140,000 | \$ 5.00 | |
| | Architectural Interiors | \$ 25,000 | \$ 0.89 | |
| | MEP&FP | \$ 95,000 | \$ 3.39 | |
| | Commissioning | \$ 20,000 | \$ 0.71 | |
| | Structural | \$ 9,000 | \$ 0.32 | |
| | Cost Estimating | \$ 20,000 | \$ 0.71 | |
| | Acoustic Consulting | \$ 20,000 | \$ 0.71 | |
| | Sub Total A&E | \$ 352,000 | \$ 12.57 | |
| | Reimbursable Costs | \$ 38,000 | \$ 1.36 | |
| | Total A&E + Reimb. | \$ 390,000 | \$ 13.93 | 6.41% |
| Paymnet Schedule By Phase: | | | | |
| | | Fee | Percent | |
| Phase | Programming / Sketch Study | \$ 39,000 | 10% | |
| | Preliminary Design | \$ 58,500 | 15% | |
| | Contract Document | \$ 78,000 | 20% | |
| | Permitting / Final Approval | \$ 39,000 | 10% | |
| | Bld and Award | \$ 19,500 | 5% | |
| | Construction | \$ 97,500 | 25% | |
| | Commissioning | \$ 19,500 | 5% | |
| | Operations Manual | \$ 19,500 | 5% | |
| | Training | \$ 19,500 | 5% | |
| | Total | \$ 390,000 | 100% | |
| Construction | Building Trade Cost | \$ 3,650,000 | \$ 130.36 | |
| | General Conditions O&P @ 15% | \$ 547,500 | \$ 19.55 | |
| | Contingency @ 10% | \$ 365,000 | \$ 13.04 | |
| | Escalation @ 2.75% | \$ 100,375 | \$ 3.58 | |
| | Insurance @ 1.5% | \$ 54,750 | \$ 1.98 | |
| | Sub Total Construction Costs | \$ 4,717,625 | \$ 168.49 | |
| Owner | Furniture & Equipment Allowance | \$ 976,000 | \$ 34.86 | |
| | Sub Total Owner Costs | \$ 976,000 | \$ 34.86 | |
| | Grand Total Project Cost | \$ 6,083,625 | \$ 217.27 | |
| Exclusions | | | | |
| Site / Civil, Environmental / Hazmat Remediation, Attorney Fees, PLA Surety / Bonds, Third Party Inspections, Filing, Permit and Hook up Fees. | | | | |

bld architecture, dpc

3b. Manpower Projection

Suffolk County Community College - Saglikos Building - Grant Campus
 BLD ARCHITECTURE, LLP
 HOURLY LABOR RATE SCHEDULE

The following personnel hourly rates are in effect during the above time period and subject to adjustment thereafter.

Architectural / Interiors - BLD Architecture, dpc

| No. | Name | Position | Hours | Direct Cost | Multiplier | Fee |
|-----------------------|--------------------|-------------------|-------------|------------------|-------------|----------------------|
| 1 | Alex Badalamenti | Principal | 50 | \$ 75.00 | 2.75 | \$ 10,312.50 |
| 2 | Tom Murawski | Project Manager | 200 | \$ 60.00 | 2.75 | \$ 33,000.00 |
| 3 | Jeremy Linze | Senior Designer | 300 | \$ 48.00 | 2.75 | \$ 37,950.00 |
| 4 | Christina Gurrieri | Project Architect | 990 | \$ 44.00 | 2.75 | \$ 70,185.00 |
| 5 | Dawn Murnak | Interior Designer | 150 | \$ 60.00 | 2.75 | \$ 24,750.00 |
| 6 | Craig Fried | Intermed Design | 160 | \$ 28.00 | 2.75 | \$ 11,880.00 |
| Sub-Total Arch | | | 1430 | \$ 313.00 | 2.75 | \$ 187,742.80 |

Mechanical, Electrical, Security, Plumbing & Fire Protection - Emtec Engineers

| No. | Name | Position | Hours | Direct Cost | Multiplier | Fee |
|----------------------|--------------------|-------------------------|------------|------------------|-------------|---------------------|
| 1 | Anthony K Musumeci | Principal | 20 | \$ 65.00 | 2.75 | \$ 3,575.00 |
| 2 | Andrew R. Solano | Quality Assurance | 35 | \$ 65.00 | 2.75 | \$ 2,262.25 |
| 3 | Kyle Spear | CAD | 120 | \$ 24.00 | 2.75 | \$ 7,920.00 |
| 4 | Joe Cosentino | Project Manager HVAC | 200 | \$ 62.00 | 2.75 | \$ 34,100.00 |
| 5 | Andrew Sappesa | HVAC Engineer | 130 | \$ 37.00 | 2.75 | \$ 13,227.50 |
| 6 | Sue Minich | Administrative | 30 | \$ 24.00 | 2.75 | \$ 1,880.00 |
| 7 | Derrick Greico | Sr Electrical Engineer | 80 | \$ 47.00 | 2.75 | \$ 10,340.00 |
| 8 | Reiner Emteco | Electrical/Security Eng | 100 | \$ 52.00 | 2.75 | \$ 14,300.00 |
| 9 | John Halama | Project Mgr Security | 35 | \$ 37.00 | 2.75 | \$ 3,561.25 |
| Sub-Total MEP | | | 750 | \$ 413.00 | 2.75 | \$ 95,280.00 |

Acoustic Consulting - AKRF

| No. | Name | Position | Hours | Direct Cost | Multiplier | Fee |
|---------------------------|------------------|------------------|------------|------------------|-------------|---------------------|
| 1 | Matthew Marie | Senior Acoustic | 80 | \$ 75.00 | 2.75 | \$ 16,500.00 |
| 2 | Acoustic Support | Acoustic Support | 55 | \$ 25.00 | 2.75 | \$ 3,781.25 |
| Sub-Total Acoustic | | | 135 | \$ 100.00 | 2.75 | \$ 20,281.25 |

Structural - Wayman C. Wing (MEE)

| No. | Name | Position | Hours | Direct Cost | Multiplier | Fee |
|-----------------------------|-----------------|----------------|-----------|------------------|-------------|--------------------|
| 1 | Majid Montazeri | Principal | 5 | \$ 75.00 | 2.75 | \$ 1,031.25 |
| 2 | Azeez Nasudeen | Project Manger | 40 | \$ 60.00 | 2.75 | \$ 6,600.00 |
| 3 | TBD | CADD Operator | 15 | \$ 43.00 | 2.75 | \$ 1,773.75 |
| Sub-Total Structural | | | 60 | \$ 178.00 | 2.75 | \$ 9,405.00 |

Commissioning - Emtec

| No. | Name | Position | Hours | Direct Cost | Multiplier | Fee |
|--------------------------------|----------------|------------------------|------------|------------------|-------------|---------------------|
| 1 | Joe Cosentino | Project Manager / HVAC | 65 | \$ 55.00 | 2.75 | \$ 8,612.50 |
| 2 | Derrick Greico | Project Manager | 65 | \$ 30.00 | 2.75 | \$ 5,362.50 |
| 3 | John Halama | Senior Engineer | 60 | \$ 20.00 | 2.75 | \$ 4,800.00 |
| Sub-Total Commissioning | | | 220 | \$ 105.00 | 2.75 | \$ 20,143.75 |

Cost Estimating - Promatec (WBE)

| No. | Name | Position | Hours | Direct Cost | Multiplier | Fee |
|-----------------------------|----------------|--------------------------|------------|------------------|-------------|---------------------|
| 1 | Carrie Strehle | Chief Estimator | 10 | \$ 75.00 | 2.75 | \$ 2,062.50 |
| 2 | James Singer | Senior Cost Estimator | 65 | \$ 60.00 | 2.75 | \$ 10,725.00 |
| 3 | Walter Chan | Sr. Mechanical Estimator | 60 | \$ 55.00 | 2.75 | \$ 7,882.50 |
| Sub-Total Estimating | | | 125 | \$ 190.00 | 2.75 | \$ 20,350.00 |

| | | | | | | |
|---------------------------|--|--|--|--|--|----------------------|
| Total A&E Fees | | | | | | \$ 383,182.80 |
| Reimbursable Costs | | | | | | \$ 38,000.00 |
| Grand Total | | | | | | \$ 391,182.80 |

bld architecture, dpc

Services Not Included:

- Existing Site Investigation reports; such as environmental reports, phase 1 Impact, soil remediation, hazmat or, etc.
- Non-conventional foundations (ie. Piles and Grade Beams. Assumed 2-ton soil).
- Traffic Engineering or Impact Report.
- Data Center Design.
- Generator design for life-safety requirements.
- Security, AV/IT, Lighting Design (by sub-consultants).
- Zoning consultant and expediting services if requested.
- Existing condition surveys and engineering design services for any existing site utilities or infrastructure.
- New site utilities.
- LEED Filing or Modelling.
- Material testing, controlled inspections, and construction inspection services outside of the design services outlined in the SCCC RFP.
- Fees for Permits or applications.
- Preparation of professional marketing materials and brochures that may include colored perspectives or computer generated renderings and physical models.

Compensation for Additional Services:

Major revisions to drawings when such revisions are inconsistent with prior instructions and approvals, changes in project scope, value engineering revisions resulting in changes in project scope and budget that are inconsistent with prior instructions and approvals or other services requested beyond those described above constitute Additional Services. Compensation for Additional Services could be separately negotiated lump sum amounts for specific tasks or will be billed hourly per the attached current BLD Hourly Labor Rate Schedule, January 1, 2017 to December 31, 2017, which is adjusted annually.

**BLD ARCHITECTURE, DPC
HOURLY LABOR RATE SCHEDULE (3.0 multiplier)
January 1, 2017 - December 31, 2017**

The following personnel hourly rates are in effect during the above time period and subject to adjustment thereafter.

| JOB TITLE | HOURLY RATE |
|------------------------|--------------------|
| PRINCIPAL | 255.00 |
| DIRECTOR | 175.00 |
| PROJECT MANAGER | 155.00 |
| PROJECT ARCHITECT | 140.00 |
| INTERMEDIATE DESIGNER | 125.00 |
| DESIGNER | 100.00 |
| GRAPHIC DESIGNER | 120.00 |
| SPECIFICATIONS | 170.00 |
| ADMINISTRATIVE SUPPORT | 85.00 |

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals ("RFP") No. R1700007 for Services in Connection with the Renovation of the Sagtikos Building, Grant Campus, advertised June 8, 2017, together with any Addenda issued thereto, is incorporated herein by reference as Exhibit F.

End of Text for Exhibit F

EXHIBIT G

Consultant's Proposal

Consultant's Proposal, submitted June 29, 2017, in response to the College's RFP No. R1700007 is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G