

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

Campbell Cassetta Architects P.C. ("Consultant"), a New York corporation having its principal place of business at 384 West Main Street, Babylon, New York 11702.

The parties hereto desire for Consultant to provide the College with architectural and engineering design services in connection with the construction of a warehouse on the Eastern Campus ("Services").

Term of Agreement: Shall commence November 1, 2018 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 indicated in the associated RFP.

Total Cost of Agreement: Not to exceed \$49,650.00. 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.

Campbell Cassetta Architects P.C.

FID: 11-3468104

Tel.: 631-587-1984

By: [Signature]
Ralph Cassetta, AIA
Partner

Date: 10/30/18

Approved as to Legality:
Suffolk County Community College

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

Date: 11/02/18

Suffolk County Community College

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

Date: 11/2/18

Approved:

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

Date: NOV 02 2018

**LIST OF EXHIBITS**

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**EXHIBIT A**

**General Terms and Conditions**

**Whereas**, the College issued an informal Request for Proposals (RFP) on October 1, 2018; and

**Whereas**, the Consultant submitted a proposal in response to such RFP on October 15, 2018; 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.

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**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](http://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](mailto: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 architectural and engineering design services in connection with the construction of a warehouse on the Eastern Campus, in accordance with the College's RFP (Exhibit F) and the Consultant's Proposal (Exhibit G), which includes Consultant's Technical Approach (Attachment 1, 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. Consultant's Technical Approach**

**[See ATTACHMENT 1, annexed hereto]**

**ATTACHMENT 1**

**Consultant's Technical Approach**

**SUNY - SCCC**

Proposal For:

*Architectural & Engineering Services*

**Design and Construction of a Warehouse**

On the Riverhead Campus

October 15, 2018



**OUR APPROACH**

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**Design Service:**

**Campbell Cassetta Architects PC** strives to build long-lasting relationships with our clients. We strongly believe that successful projects begin with clear communication between our client and our firm and as a result, our client becomes an integral part of the Design Team throughout all of the project's phases. Through this collaborative effort, our new clients quickly realize the firm's dedication, honesty and integrity and we get a better understanding of our clients unique needs and expectations. The result is an open relationship that is built on trust and mutual respect. We are proud of the fact that we currently have long-lasting associations with all of our clients, some as long as 20 years. We hope to build a similar one with **SUNY – Suffolk County Community College**

**Responsibility:**

**Campbell Cassetta Architects PC** is dedicated to quality design, comprehensive construction documents and professional construction administration services. We are comprised of committed and proficient individuals who enjoy their profession. As a result of our dedication and professionalism, we enjoy an excellent, long standing and mutually respectful relationship with all of our clients. The fact that our firm has never been involved in litigation or disciplinary action is a testament to our dedication, integrity and our sense of responsibility.

**Project Team:**

**Campbell Cassetta Architects PC (CCA)** is a full-service architectural firm located in Babylon, NY. The firm was founded by James M. Campbell in 1979. **Campbell Cassetta Architects PC** will serve as the Prime Consultant providing architectural design and project management services. The project team's depth of staff, including in-house and sub-consultant personnel, ensures that all projects will receive the expertise and resources necessary to provide **Suffolk County Community College** with quality service and proven product within the project budget and schedule.

**Emtec Consulting Engineering, PC** is a full service professional mechanical engineering firm founded in 1981 and located in Lake Ronkonkoma. **Emtec** will serve as sub-consultant performing mechanical, electrical, plumbing, fire protection and communications/security engineering design services.

**TDM Consulting Engineering, PC** is a full service structural / civil engineering firm founded in 2002 by Tom Mirabile, PE. Located in St. James, NY, **TDM** will serve as sub-consultant performing structural design services including foundation design.

**Management and Technical Approach:**

**Campbell Cassetta Architects, PC** success is best demonstrated by broad technical capabilities and close staff collaboration on multidisciplinary projects. The firm focuses on the aesthetics, function, security, and constructability of each project. Project Managers have hands-on involvement and coordinate the efforts of in-house technical specialists and sub-consultants. Open communication with

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Architecture  Planning  Design  Restoration  Sustainable Design

**SUNY - SCCC**

Proposal For:

**Architectural & Engineering Services**

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**OUR APPROACH**

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senior management assures that project goals are met. The result is comprehensive design responses that are consistently delivered on schedule and within budget. Our wide-ranging expertise, high-quality design, and close attention to detail have generated a roster of satisfied clients.

Effective communication is essential to all successful projects. CCA project managers promote and maintain open and effective communication between our staff, subconsultants, SUNY-SCCC, and all Stakeholders.

Ralph Cassetta, AIA, Partner will serve as Project Principal and SCCC's direct point of contact. Mr. Cassetta will be supported by a team of qualified architects, mechanical engineers, electrical engineers and structural engineers that will remain with the project as it moves from inception to completion.

Robert W. Browne, AIA, Senior Associate is a licensed architect with over 35 years of experience. He will serve as Project Architect / Senior Project Manager and direct point of contact on daily design and program matters. Mr. Browne is pro-active and will be focused on meeting project schedule and budget commitments and will be prepared to deliver on key issues at the critical times, aiding SUNY - SCCC in the decision-making process.

**Understanding the Program & Scope of Services:**

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**Program**

SUNY – Suffolk County Community College is intending to design and construct a 4,000 SF pre-engineered/ pre-fabricated metal storage building including:

- MEP/FA services
  - LED Lighting fixtures (eligible for PSE&G rebate)
  - Hot water heating system fed underground from Central Energy Plant (No AC)
  - Electric Service provided underground from Central Energy Plant
  - New Fire Alarm zone extended from Fire Alarm system Central Energy Plant
  - Plumbing – (1) exterior hose bib
- Site Utilities location plan
- Receiving and Storage
  - Campus equipment, materials, furniture,
  - HVAC filters
  - Non-flammable storage cabinets for Custodial supplies
  - Equipment for warehouse operation
    - Fork lift, pallet jack, step rolling ladder (stock picker)
    - Pallet racks and industrial shelving

**Scope of Services**

- Assist SUNY-SCCC in obtaining all necessary permits, licenses and authorizations.
- Perform Building and Energy Code compliance analysis



**SUNY - SCCC**

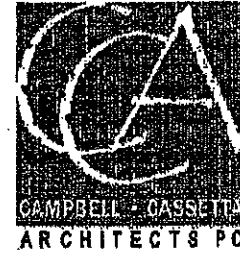
Proposal For:

*Architectural & Engineering Services*

**Design and Construction of a Warehouse**

On the Riverhead Campus

October 15, 2018



**OUR APPROACH**

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- Sub-contract Land Surveyor to provide topo survey and utilities 'mark out'
- Sub-contract Soil Borings work to locate water table and identify soil characteristics
- Prepare comprehensive architectural and engineering drawings & specifications for construction and competitive bidding.
- Assist with the preparation and administration of contracts
- Assist SUNY-SCCC in the solicitation and oversight of Independent Inspection & Testing Labs.
- Assist Contractors in preparing 'As-Builts' at project completion for the SUNY-SCCC records
- Prepare and maintain a monthly status report
  - Monitor contract budgets - Identify contract dollars status
  - Identify and report contract change orders
  - Identify work accomplished during the past 30 days - include photos
  - Identify work scheduled to be completed over the next 30 days

**Field Investigation, Studies & Preliminary Design**

Initial site visits will be performed by our entire design team to document and inventory existing conditions and components required to provide comprehensive documentation for design and bidding purposes. We will review the existing conditions and documents to determine the impact to the facility and Stakeholders. We will prepare schematic design drawings summarizing our observation and recommendations. Each design alternative will take into consideration priority, aesthetics, schedule and budget impact.

**Project Design & Construction Bid Documents**

Working closely with SCCC Staff, our team will prepare responsive design development documents utilizing both 2D and 3D CAD technologies. Documents will include code relevant information, plans, elevations, schedules, fixtures, equipment, schematics and details. Our team will prepare comprehensive cost estimates throughout the design process to anticipate and monitor construction budget and schedule.

Based on approved final design documents, Campbell Cassetta Architects PC and our team of subconsultants will prepare comprehensive construction documents that will include:

- Energy & Building code analysis data
- Site plan, floor plan, foundation plan, ceiling plan, & roof plan
- Building elevations & building sections
- Window, door & hardware schedules and details
- Mechanical plans, plumbing plans & electrical plans
- LED lighting fixture selection and effective lighting layouts
- CSI specifications - including materials, products, fixtures and equipment cuts
- Construction cost estimate, and project schedule.

**SUNY - SCCC**

Proposal For:

*Architectural & Engineering Services*

***Design and Construction of a Warehouse***

On the Riverhead Campus

October 15, 2018



**OUR APPROACH**

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**Bidding & Construction Administration Services**

At Campbell Cassetta Architects PC, we pride ourselves with a history of preparing and submitting relevant and comprehensive design packages.

- The Campbell Cassetta Design Team of architects and engineers will respond to contractor RFI's and assist SUNY - SCCC during the evaluation of the qualified low bidder(s).
- **Campbell Cassetta Architects PC** will provide construction administration services during all phases of construction including but not limited to the following:
  - CCA design team to visit the project site regularly and at milestone points
  - CCA to issue field report(s) summarizing our observations
  - CCA shall conduct regular bi-weekly job meetings, prepare and distribute minutes
  - CCA to review contractor's 'Schedule of Values'
  - CCA to review and certify contractor's 'Applications for Payment'
  - CCA to review with SCCC Project Manager potential Contractor contract changes
  - CCA design team to expedite the shop drawing and submittal review process

**Project Closeout**

The Campbell Cassetta design team will review all work with the District and contractor(s) to establish Substantial Completion

- CCA design team will augment and review the contractor's 'punch list' of outstanding work.
- CCA will assist in scheduling, inspections, tests, and startups.
- CCA will coordinate required closeout forms and documentation
- **Campbell Cassetta Architects PC** will work closely with SUNY-SCCC to assure that all contractor obligations have been successfully completed and properly documented.

**QA/QC Process**

At Campbell Cassetta Architects PC, quality control is a crucial part of our work and it begins with each individual member of our staff and sub-consultants. Our firm has developed a set of standard review practices that are regularly adhered to. During the production phase, the project engineer/architect, project manager, and the firm principal review each package. All reviews take place at critical milestone dates to ensure that the deliverable documents are accurate and contain the required level of detail prior to distribution to the stakeholders.

Campbell Cassetta Architects PC adopts CAD standards based on the clients' individual requirements. If existing requirements are not in place, Campbell Cassetta Design Team will utilize our Internal CAD layering and filing standards for all electronic drawings and media (based on the U.S. National CAD Standards accepted by the American Institute of Architects).

**End of Text for Exhibit D**

**EXHIBIT E**

**Payment Terms and Conditions**

**1. General Payment Terms**

- a. Consultant shall prepare and present an invoice to the College for payment by the College. Invoices 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 \$49,650.00.**

**3. Consultant's Cost Proposal**

**[See ATTACHMENT 2, annexed hereto]**

**ATTACHMENT 2**

**Consultant's Cost Proposal**

Consultant's Cost Proposal: Not to Exceed \$49,650.00

Design Services:	\$48,500.00
Reimbursable Expenses:	<u>\$1,150.00</u>
	\$49,650.00

**End of Text for Exhibit E**

**Campbell Cassetta Architects P.C.**

**Contract No. 19-CC-025**

**Project Name: Design and Construction of a Warehouse on the Eastern Campus**

**EXHIBIT F**

**College's Request for Proposals**

The College's informal Request for Proposals (RFP) for Architectural and Engineering Services in Connection with the Design and Construction of a Warehouse on the Eastern Campus, issued October 1, 2018, together with any Addenda issued thereto, is attached hereto as Exhibit F.

**EXHIBIT F**

**Request for Proposals**

**For**

**Architectural and Engineering Services for the**

**Design and Construction of a Warehouse**

**On the Riverhead Campus - Suffolk County Community College**

**121 Speonk-Riverhead road, Riverhead NY-11901**

**1. General Guidelines**

Suffolk County Community College (College) is requesting Proposals to engage the services of a Consultant to provide architectural and engineering services required for the design of a warehouse.

Proposals must be submitted to the attention of Ms. Seema Menon at [menons@sunysuffolk.edu](mailto:menons@sunysuffolk.edu) by **Monday, October 15, 2018 no later than 12:00pm.**

**2. Project Description**

This project involves the design and construction services for a 4,000 SF pre-engineered pre-fabricated metal storage building with heat, lighting and fire alarm but no air conditioning. Plumbing to consist of one hose bib on the outside of the building. The fire alarm can be a zone on the existing fire alarm system for the adjacent Central Energy Plant. Heating can be provided with an underground heating hot water line from the Central Energy Plant. Electric can also be provided from the Central Energy Plant.

The warehouse will be used for receiving and storage of Campus equipment, materials and consumables including but not limited to custodial supplies; furniture; and HVAC filter storage for five buildings.

Equipment needed for the operation of the warehouse will include a fork lift; a pallet jack; a step rolling ladder (stock picker); pallet racks; industrial shelving; and flammable storage cabinets for custodial supplies.

Included with this document are drawings showing existing site utilities, site location and exterior elevations to be used as a general guide for the design.

**3. Scope of Work**

The selected Consultant shall provide the relevant services to design the new warehouse and meet associated requirements including:

- Design and preparation of construction documents and specifications required to obtaining a building permit and for the construction of the building. Designs must be based on input from the College and incorporate site work, construction and fixed furnishings and equipment resulting in a complete and furnished structure ready for use. Interior lighting should be LEDs that are eligible for rebate from PSE&G. Submit drawings and specifications to the College for review at applicable stages of completion

so that any changes and revisions can be incorporated.

- Given the location of the Eastern Campus, impacts and requirements related to the Pine Barrens Commission must be evaluated and incorporated including any necessary approvals.
- Provide a mark-out of underground utilities and structures, a survey and soil borings as required to complete the design. Results of the mark-out should be incorporated into the survey.
- Designs must meet the Building Code of New York State and all applicable local State and Federal laws and codes including 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, the New York State Department of Environmental Conservation, the United States Environmental Protection Agency and the Central Pine Barrens Commission. Provide building code analysis during the design process as needed to ensure compliance.
- Any required tests and inspections must be incorporated into the design documents.
- Drawings shall be prepared on 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. The College requires five full size sets of drawings, one half sized set and one electronic copy.
- Detailed technical specifications shall be written in CSI format. Specifications shall be prepared in a compatible format which can be posted on the College's website. The College requires five sets of specifications and one electronic copy.
- Provide cost estimates during the design process so that construction and equipment costs remain within the project budget. Produce a final cost estimate prior to bidding. Adjust design accordingly.
- Complete and submit a Building Permit Application form to the College. Make any drawing changes required so that a building permit can be issued by the College as the local authority having jurisdiction.
- During the bidding phase, review and respond to RFIs, amend documents as needed and assist with the preparation of addenda.
- Attend a pre-bid meeting.
- Assist with bid evaluation. If the College receives bids that, when considered along with the recommended contingencies, exceed the project budget, the Consultant must revise the bid documents to bring the work within the project budget, and allow re-bidding. The Consultant shall not receive additional compensation for the services associated with re-bidding.
- Review and approve shop drawings.
- Conduct site visits and inspections as required during construction to be familiar with the progress and quality of the work and to determine if the work is in accordance with the Contract Documents. Attend job meetings if and when required.
- Review and approve periodic payment requests.
- Review change orders and provide the College an analysis and recommendation for acceptance, modification or rejection.
- 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.

- Assemble written guaranties and warranties from the contractors and submit to the College. Review and approve of contractor's operations and maintenance manuals.
- Review and approve the "as-built" drawings prepared by the contractor. The College requires two full size sets of "as-built" drawings and one electronic copy.
- Obtain a Certificate of Occupancy at the completion of the project from the College.
- Serve as architect/engineer of record.

**4. Project Budget**

The project budget is as follows:

Design – \$50,000  
Construction – \$570,000  
FF&E – \$60,000

These amounts are inclusive of all efforts and services required to permit and construct the warehouse.

**5. Proposal Submission**

**a. Cost Proposal:**

Cost proposals must represent 'not to exceed' pricing for the entire scope of services. Lump sum cost proposals will be rejected. Proposals must include a rate schedule that includes the titles and associated billable rates for each one of the team members that will perform services under this agreement. Invoices submitted must be based on the billable rates and the number of hours spent on the project. The 'not to exceed' proposed fee will be apportioned among project phases as follows:

Phase	Percentage
Preliminary Design (including mark-outs, surveys and borings)	25%
Contract Documents	35%
Permitting, Bid and Award	10%
Construction	30%

**Consultant** should provide all information it deems necessary to explain or clarify its Cost Proposal.

All payment submissions must be accompanied by supporting documentation that tabulates the actual costs incurred based on the actual hours spent on the project by each employee of the firm and the related billable rates for those employees together with all information and documentation required by the Suffolk County Comptroller's Rules and Regulations for Consultant's Agreements. Original payment submission and electronic copies that permit the College to verify the tabulations of hours and amounts must be provided. Compensation will be based on the actual hours spend on the project up to the maximum 'not to exceed' price.



**b. Staff Qualifications:**

Describe the qualifications and background of your staff, and all proposed sub-consultants and their staff, insofar as they relate to these services. Qualifications should include but not be limited to prior relevant experience. Clearly identify and describe the title and role of the staff who will be assigned to this project and provide their resumes. Identify all sub-consultants, subcontractors and design firms the Company plans to use and the function for which such sub consultants, subcontractors and design firms will be responsible.

**6. Selection Process**

The College will review the staff qualifications to ensure that the proposed team has the necessary expertise for the successful completion of the project. If the team is deemed to be appropriate, the College will make the final selection based on the firm that provides the lowest cost proposal for the required services.

**7. Local Preference**

The College is required to comply with the Suffolk County Local Preference Law, as amended. This local law establishes a preference for businesses located within Nassau and Suffolk Counties when selecting firms for award of consulting services contract(s). Please refer to Local Law No. 4-1993, Local Law No. 5-1993, Local Law No. 20-2004, and Local Law No. 41-2008. Proposers are encouraged to familiarize themselves with the provisions of this local law as this law may impact the selection process.

**8. Contract Award**

The Consultant shall be required to execute a contract with the College. The Model Agreement is attached and defines the terms and conditions, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed necessary by the College's Office of Legal Affairs.

Any comments or revisions to the Model Agreement must be submitted with the Proposal by the due date.

**End of Text for Exhibit F**

**Campbell Cassetta Architects P.C.**

**Contract No. 19-CC-025**

**Project Name: Design and Construction of a Warehouse on the Eastern Campus**

**EXHIBIT G**

**Consultant's Proposal**

Consultant's Proposal, submitted October 15, 2018 in response to the College's RFP is incorporated herein by reference as Exhibit G.

**End of Text for Exhibit G**