

AMENDMENT NO. 1 TO AGREEMENT

This is a first amendment to Contract No. 26-CC-164, last dated April 19, 2022 ("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 MG Engineering D.P.C. ("Consultant"), a New York corporation having its principal place of business at 116 West 32nd Street, New York, New York 10001.

WHEREAS, the Agreement authorized Consultant to provide an assessment for recommended design services for improvements to the mechanical equipment at the Central Energy Plant at the Eastern Campus; and

WHEREAS, the parties hereto desire for Consultant to provide said design services, 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 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 \$465,000.00 (plus authorized reimbursable expenses).
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.

MG Engineering D.P.C.

FID: 13-3629038

Tel.: (212) 643-9055

Suffolk County Community College

By: [Signature]
Steven J. DiFlora, P.E., LEED AP
Senior Executive Director

By: [Signature]
Edward T. Bonahue, Ph.D.
President

Date: 01/10/23

Date: 1/11/23

Approved as to Legality:
Suffolk County Community College

Approved:

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

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

Date:

Date: 01.10.2023



Re: Suffolk County Community College – Eastern Campus
121 Speonk Riverhead Road
Riverhead, NY 11901
“Central Energy Plant Upgrade”

This Agreement is entered into this day, December 12, 2022, by and between the “Engineer”:

**MG ENGINEERING D.P.C.
116 WEST 32ND STREET
NEW YORK, NY 10001**

And “Client”:

**SUFFOLK COUNTY COMMUNITY COLLEGE
533 COLLEGE ROAD
SELDEN, NY 11784
ATTN: MR. PAUL COOPER
PHONE: (631) 451- 4445 / EMAIL: COOPERP@SUNYSUFFOLK.EDU**

ARTICLE I DESCRIPTION OF PROJECT

The project consists of the overhaul and upgrade of the High Temperature Hot Water (HTHW) heating system located in the Central Energy Plant (CEP) at Suffolk County Community College’s Eastern Campus in Riverhead, NY. The project shall include the following systems and equipment:

1. Replacement of the two (2) HTHW boilers rated at 12,500 MBH each.
2. Replacement of the Deaerator tank, including its pumps and controls.
3. Replacement of the Primary HTHW boiler pumps and the Secondary Campus HTHW pumps.
4. Replacement of the HTHW system’s piping and valves including manual isolation valves, safety/relief valves, control valves, vent valves, etc.
5. Replacement of the Condenser Water Pumps and their Variable Frequency Drives, and Condenser Water piping and valves between the pumps and the chillers.
6. Alterations to the central Building Automation System in order to include representation of all new instrumentation and controls as associated with the above referenced equipment.
7. Tie-in to the existing Nitrogen cylinders, city make-up water, boiler flues thru the roof (at a point just below the roof) and if necessary, modifications to the roof penetrations to accommodate changes to relief / vent piping.



ARTICLE II SCOPE OF WORK

- 2.1 The Engineer will provide Professional Electro-Mechanical Engineering Services as per SCCC's Standard Consulting Services Agreement (as executed in the previous project between MGE and SCCC).
- 2.2 The following items are **excluded** from our scope of services.
- 2.2.1 Removal of the existing 12,000-GAL underground fuel oil storage tank. This tank will be reused and will be the only FO tank on the project.
- 2.2.2 Replacement of the water treatment system or the fuel oil pumps. The existing will be reused.
- 2.2.3 Replacement of the existing 500 kW emergency generator, or its switchgear. The existing generator and gear will remain and be reused.
- 2.2.4 Replacement of the existing cooling tower or the two (2) existing Trane centrifugal chillers.
- 2.2.5 The use of Building Information Modeling (BIM) Software such as Revit. All drawings will be prepared using AutoCAD.
- 2.3 We have included the services of an architect, a structural engineer, and a Construction Cost Estimator, all as MGE's subconsultants. However, our base NTE fee excludes the services of an asbestos or hazmat consultant for sample testing or design; this service is offered as an additional, optional service below.

ARTICLE III COMPENSATION

3.1 Basic Services Compensation

Required compensation for the services as described in Article II of this agreement is as follows:

Not-To-Exceed (NTE) fee of **\$465,000.00**, plus reimbursables (delineated below).

- Asbestos testing, sampling and design is hereby offered as an option for an additional fee of **\$12,500.00 NTE**. This optional service applies only to the existing cooling tower, and excludes investigation of other hazardous substances such as lead, mold, PCBs, radon, etc.

Billing shall be monthly, based on the accepted hourly rates* and the hours expended by MGE and our various subconsultants, with supporting timesheets accompanying the invoicing.

(*) Rates are subject to increase annually at a percentage approved by SCCC, and, for the purpose of this Proposal, are assumed to be at a rate of 5% or less.



3.2 Standard Billing Rates

Managing Principal	\$300.00 per hour
Principal	\$280.00 per hour
Associate Principal	\$260.00 per hour
Senior Executive Director	\$255.00 per hour
Director	\$240.00 per hour
Associate	\$230.00 per hour
Senior Engineer	\$215.00 per hour
Design Manager	\$215.00 per hour
Engineer	\$160.00 per hour
Lead Designer	\$160.00 per hour
Senior Designer	\$140.00 per hour
Designer	\$130.00 per hour
Junior Designer	\$105.00 per hour
CAD/Draftsperson	\$90.00 per hour
Administrative Support	\$70.00 per hour

3.3 Reimbursable Expenses

Reimbursable expenses shall be compensated at direct cost.

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include actual expenditures made by MGE, our employees and our sub-consultants in the interest of the project for the expenses listed below:

- Transportation costs for travel in connection with the project.
- Reproductions including CAD plotting, postage, facsimile transmissions, messenger service, and production of drawings, specifications, and other documents (where exceeding the quantities required by the SCCC Standard Contract/agreement).
- Use of subconsultants when authorized by the Client.
- Fees paid for securing approvals and permits.
- Any other reimbursable expense when authorized by the Client.

ARTICLE IV CONDITIONS:

The Engineer will provide Professional Electro-Mechanical Engineering Services as per SCCC's Standard Consulting Services Agreement (as executed in the previous project between MGE and SCCC).

End of Text for Exhibit A-1

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

MG Engineering D.P.C. ("Consultant"), a New York corporation having its principal place of business at 116 West 32nd Street, New York, New York 10001.

The parties hereto desire for Consultant to provide to the College design services in connection with improvements to the mechanical equipment at the Eastern Campus Central Energy Plant ("**Services**").

Term of Agreement: Shall commence **April 4, 2022** 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 \$13,500.00.** See, Exhibit E, attached hereto.

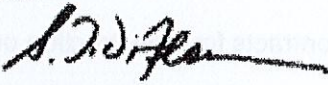
Terms and Conditions: Shall be as set forth in **Exhibits A through G**, attached hereto and made a part of this Agreement.

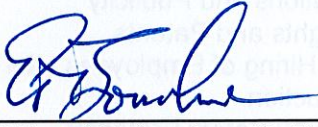
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

MG Engineering D.P.C.

FID: 13-3629038
Tel.: (212) 643-9055

Suffolk County Community College

By: 
Steven J. DiFlora, P.E., LEED AP
Senior Executive Director

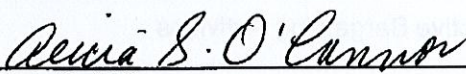
By: 
Edward T. Bonahue, Ph.D.
President

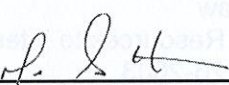
Date: 04/18/2022

Date: 4/19/22

Approved as to Legality:
Suffolk County Community College

Approved:

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

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

Date: 4/18/2022

Date: 04.18.2022

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EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP) on December 16, 2021; and

Whereas, the Consultant submitted a proposal in response to such RFP on January 25, 2022; 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 / College's Request for Proposals."

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 Consultant shall submit, prior to, or along with, any plans, reports, specifications, permit or other applications, analyses or other engineering work required to be submitted to the College for approval under this Agreement, the Certificate(s) of Authorization, issued pursuant to § 7210 of the New York Education Law, of its consultants, subcontractors, subcontractors, and/or any other entity (including, but not limited to, the Consultant and any of its subsidiaries, divisions, affiliates or an entity under the control of the Consultant) performing all or part of the engineering services necessary hereunder. Failure to file, submit or maintain the Certificate(s) shall be grounds for rejection of any plans, reports, specifications, permit or other applications, analyses or other engineering work submitted for approval under the terms of this Agreement.

2. Term and Termination

a. Term

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

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If the Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Consultant.
- iv. In the event of a failure on the part of Consultant to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Consultant is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with Exhibit C entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the Consultant will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that the Consultant has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

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

d. Termination for Convenience

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

e. Payments upon Termination

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

- iii. Upon termination, the Consultant agrees to promptly reimburse to the College the balance of any funds advanced to the Consultant by the College. Upon termination, any funds paid to the Consultant by the College which were used by the Consultant 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 Consultant 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 Consultant 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 Consultant in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

The Consultant 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 Consultant 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 Consultant in connection with the services described or referred to in this Agreement.

4. Insurance

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

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Consultant shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the Consultant shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Consultant 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 Consultant notice in writing.
 - e. In the event the Consultant shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

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

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 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 Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. The Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

23. COVID-19 Safety Protocols

Consultant shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk Community College Association, Inc. in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).

End of Text for Exhibit A

EXHIBIT B**Suffolk County Legislative Requirements****1. Consultant'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 Consultant acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

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

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

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

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

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

5. **Gratuities**

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

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

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

7. **Child Sexual Abuse Reporting Policy**

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

8. Non-Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County 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:

Mark D. Harris, DBA
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.

4. 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:

Alicia S. O'Connor
College Deputy General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

And

Suffolk 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 **Programing / Sketch Study Phase** for the improvements to the mechanical equipment at the Eastern Campus Central Energy Plant, 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 to be provided for the Programing / Sketch Study Phase for the referenced project.
- 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 Proposal

See, ATTACHMENT 1 annexed hereto



IV. TECHNICAL PROPOSAL

ATTACHMENT 1

2. PROPOSED SERVICES/PRODUCTS

a. Understanding of Service Requirements, Management Techniques and Approaches

MGE/ K&L Group has extensive experience both analyzing and designing central energy plants on campus settings, with direct experience designing upgrades for boiler plants and chiller plants. These experiences will allow us to approach this project efficiently and affectively. In advance of executing a design, we always perform a complete Feasibility Study with an aim to determine not only optional technical solutions but to confidently identify the most cost-effective approach going forward.

Our understanding of the project requirements, our methods for management and our approach to executing the Feasibility Study with Programming stage is described below.

Understanding the Project Service Requirements

Stepping back and taking a look at the 'big picture', the SCCC Campus is in need of solving specific problems associated with the Central Energy Plant's (CEP) reliability, durability, future longevity, maintenance and operational energy efficiency. Based on our read of the RFP coupled with our recent visual observations at the plant, we recognize the following areas of concern:

- The High Temperature Hot Water (HTHW) boilers have exceeded their useful life and are difficult to repair due to the inability to obtain certain parts.
- Due to age and potential internal scaling and deterioration, the thermal energy efficiency of the HTHW boilers is likely reduced. Further, combustion efficiency may also be reduced due to the uncertainty of the accuracy of the instrumentation such as opacity measurement probes, flue gas temperature thermocouples, excess air and NOx sensors, etc.
- Currently firing No. 2 fuel oil, there exists the need to consider the use of natural gas, and possibly a dual-fuel arrangement with both No. 2 fuel oil and natural gas, where gas can be the primary fuel and No. 2 fuel oil can serve as a back-up.
- The overall condition of the cooling tower appears to be fair, yet reliable service going forward cannot be guaranteed. The cooling tower is therefore worthy of replacement.
- The plant includes submersible, multi-stage centrifugal condenser water (CW) pumps. These two pumps are original from 1975, whereas the original two absorption chillers and cooling tower were replaced approximately 25 years ago. The absorbers were replaced with electric centrifugal chillers, and the cooling tower flow rate was matched to the 2 centrifugal chillers. The two CW pumps are in fair condition yet have exceeded their useful life and should be replaced. **** We observed that only one (1) of the two pumps was needed to run even while both (2) chillers were operating. The reason for this is that the original absorbers' lower Coefficient of Performance (COP). The vapor compression cycle in the electric centrifugal chillers is about 2.5 times that of the absorbers. For this reason, the heat rejection equipment (cooling tower / CW pumps) needed to be larger for the absorbers. Hence, the existing 1975 CW pumps are quite oversized for use with the newer, more efficient electric chillers. **** When chilled water demand is low and only one chiller is operating, energy is being wasted when running one oversized CW pump.
- It was also observed that the two (2) existing chilled water pumps (CHW) were powered though a single variable speed drive, which is unconventional.

Generally, each pump should have their own separate drive. Having a single drive for two pumps causes operational inefficiencies and due to the need for operational staff interaction, the potential for human error is introduced.

- Consideration must be given to system alternatives including the following possibilities:
 - Replacing the HTHW boilers with new HTHW boilers
 - Replacing the HTHW boilers with high pressure steam (HPS) boilers and providing a convertor heat exchanger in order to generate HTHW for reconnection to the underground HTHW piping distribution system
 - Decentralization of the CEP and, in doing so, providing heat pump type systems in the individual campus buildings
 - The CW pumps should be replaced with new pumps which are properly matched to the existing electric chillers. Consideration should also be given to installing separated variable speed drives for each of the two CHW pumps
- Construction cost estimates be prepared for all equipment, system and options listed for consideration.
- Based on system and equipment options, first cost and energy operating costs will both factor into a Life Cycle Payback Analysis, whose results will aid in the Campus' decision for which approach to pursue in the subsequent design and construction stage of the project.
- Having an extensive staff of LEED Accredited Professionals at MGE, we will leverage our expertise in order to determine the applicability of the facets of LEED to this project and summarize them in our study as necessary. Similarly, the availability of equipment rebates and grants will also be investigated and reported.

MGEs Approach to Assessing the Existing Conditions

Our approach to assessing the condition of the Central Energy plant and associated systems will be to first provide a comprehensive review and assessment of the existing systems and equipment. The following steps highlight our proposed manpower application and management approach:

1. Retrieve and review background data and research available information regarding existing systems. This includes existing drawings and specifications for existing systems, and available reports.
2. Conduct visual field inspections and site visits to determine the condition of plant systems and supporting equipment.
3. Analyze and evaluate gathered data to identify code deficiencies and functional deficiencies.
4. Review and utilize the plant's energy cost and consumption history and use this data in an effort to model new equipment options for comparative purposes.
5. Determine specific structural considerations, e.g., will the existing boiler foundations be suitable for reuse with new replacement boilers, and determine strategies for how best to approach any necessary alterations and modifications.
6. Consider building access and egress, maintenance access, constructability, future expansion, etc., of various systems options.
7. Review the schedule for possible construction and its effect on the operations of the utility's infrastructure. Consideration will be given to downtime vs. temporary rental equipment, etc.
8. Consideration will be given to improving operating efficiency, controls, and emissions.

TECHNICAL PROPOSAL

9. Develop a list of options or alternatives to be considered for implementation, which includes formalizing recommendations for systems and equipment for upgrade (major design decisions will be made).

Specific anticipated considerations include:

1. Space requirements for new boilers, regardless of boiler type (HTHW or HPS)
2. Alterations and extension of the catwalks in order to be both accessible and properly functional for use with new replacement boilers.
3. Suitability of the existing boiler flues, with consideration given to their condition, size, and exact location of their connection point to the new boilers. Even if deemed reusable, it is possible that they may need to be modified (shortened, extended, or redirected) in order to be connected to the new boilers.
4. Suitability of existing boiler foundations.
5. Location of natural gas utility service on or near the Campus, and the obstacles we'll be faced with if/when trying to extend the gas utility to the CEP.
6. Proper integration of an HPS-to-HTHW heat exchanger into the plant's piping system and determining the location and space requirements for this equipment when considering and studying the potential for HPS boilers.
7. Access into and out of the CEP building for new boilers.
8. Code required combustion air and boiler room ventilation.
9. Use of existing fuel oil tanks.
10. Connection points for temporary boiler piping connections, if necessary: HTHW, condensate, electrical, water, BMS, and chimney.
11. Suitability of existing cooling tower concrete foundation supports.
12. Integration of new condenser water (CW) pumps with the existing sump pit and floor level steel mounting plates.
13. Sizing of new CW pumps to properly match the performance of the existing electric centrifugal chillers.
14. Installation of two (2) CHW pump variable speed drives to replace the single drive.
15. When considering a scheme for the potential decentralization of the CEP, a careful review and investigation of the HVAC systems located in the other campus buildings with consideration of replacing the existing CHW/HW-fed air handlers with heat pump type units. In doing so, consideration will be given to air-source, water source (w/cooling tower) and ground source (geothermal) systems for heat absorption and rejection. Clearly, space considerations in the upper floor mechanical rooms will be of primary importance to us when evaluating the viability of using heat pump type air handling units.

Meetings With Facility and Plant Engineering

Interview facilities engineering staff and plant engineers to understand the operational history of the CEP and to better assess specific problems, known deficiencies, preferences, and requirements for the new plant.

Some of the concerns anticipated:

1. Plant reliability
2. Equipment and system redundancy in the event of a failure
3. Reduction of Maintenance requirements
4. Reduction in energy consumption and related costs
5. Understanding of Systems Operation if changes are made to the existing (e.g., HPS boilers with heat exchanger versus the familiarity of HTHW boilers)
6. CEP controls operation (e.g., a SCADA system) and plant operations preferences.
7. Mezzanine / catwalk configuration and access concerns.
8. Operation, maintenance, and control requirements for heat pumps in the individual

- buildings, if this scheme is selected
9. Construction duration, phasing concerns, efforts to potential down-time or service interruptions.

Energy Modeling for All Options Being Considered

The K&L Group within MGE has many years of experience running energy models using a variety of software types including DOE2 and Trace. For several years, K&L was under contract with the NYS Energy Research and Development Authority (NYSERDA) as one of their "TA" (Technical Assistant) firms providing energy analyses for various projects under consideration by developers, building owners and other design firms. We held contracts with NYSERDA under both their New Construction Program and their Flex-Tech program.

For this project, such analyses will be performed for comparison of cost worthiness for system types deemed viable such as replacement HTHW boilers versus High Pressure Steam boilers with a converter heat exchanger, versus installation of heat pumps in the campus buildings. A Life Cycle Payback analysis will incorporate expected life spans for each equipment type based on standard lifetimes published by ASHRAE, as well as comparative maintenance costs and first / installed costs. Armed with this level of analyses will put the Campus in a position to make thoroughly informed choices and decisions.

Cost Estimating

Our firm works closely with a variety of professional construction cost estimating firms for many years. Our subconsultant firm, Ellana, Inc., will provide comprehensive, conservative estimates of construction costs for each system or equipment option under consideration. Careful consideration is given to supply chain issues commonly seen nowadays, labor cost spikes and abnormalities and other factors which have become more prevalent in recent times. These cost estimates will be factored into the financial analyses as described above.

Project Management, Staffing and Communication with the College

MGE/K&L Group provides MEP/FP engineering services of a higher professional caliber. Our philosophy is to maintain close client contact, adhere to project budgets and develop innovative, practical, and cost-effective MEP/FP system designs. Each project is considered unique, regardless of its size, scope, or complexity. We help bridge the connection between our firm's strategic objectives and the core elements of a project. We continually investigate new systems and equipment to provide the most cost-effective engineering solutions available. As a result, our firm has established state-of-the-art engineering design standards that have provided substantial technical and economic benefits to our clients. Our approach to each project examines "big picture" needs and long-term goals of a building.

When selecting staff members for a project, we assemble a multi-disciplined team who are experts in MEP/FP systems to perform each required task. Established from the onset are individual and team responsibilities and clear lines of communication with the client, in-house personnel, subconsultants and other team members. Attention to detail is monitored throughout each phase of the project and innovative and economical design solutions result from coordinated teamwork supported by the extensive experience of our diverse staff. We regularly hold staffing and project meetings which provide our Project Managers with the administrative resources needed to ensure each project is properly staffed and completed on time.

Unlike other larger MEP/FP design firms who continuously delegate personnel to specific phases of a project, MGE/K&L Group's key personnel work on a project throughout its duration. This allows our staff to fully understand the project cycle and work closely with building owners, architects, contractors, facility managers and building occupants to coordinate all disciplines and avoid design conflicts prior to construction.

TECHNICAL PROPOSAL

Our firm's structure, depth and average project size have allowed us to develop a managerial approach which is well-suited to the demands of our clients. As a medium size consulting engineering firm, we are large enough to respond to your needs, yet small enough to provide the attention and Principal involvement required to ensure that each project is performed efficiently and effectively. We also have the depth to add staff members to meet potential surges and unexpected project demands.

The Project Manager will be responsible for keeping the College continually apprised of the status and progress of the project and will act as the primary point of contact for all technical inquiries. The Project Manager is responsible for distributing the information received from the College to our team as well as coordinating and directing the effort. He/she will report directly to the College and keep all team members continually apprised of the status and progress of the project.

Our PM will coordinate the efforts of engineering personnel assigned to the various tasks and ensure that adequate staffing is provided to meet the needs of the project. The PM will be responsible for the entire engineering team, including subconsultants, all major engineering decisions and communicating with the College by means of scheduled meetings, reviews, and written correspondence. He/she will certify that the project timetable is being complied, secure timely review of all work and closely monitor all associated project costs. The team operates continuously throughout all stages of the work program until each project is successfully concluded.

b. Anticipated Issues and Resolutions

Quite frankly, our firm's extensive experience designing central utilities plans and performing programming / feasibility studies and analyses puts us in a position to execute this project while encountering no issues. However, if an issue were to arise, our first order of business is to communicate our concerns with the College while offering potential solutions. Simultaneously, we'll be sharing our concerns or questions with the highly experienced management staff at MGE for their recommendations.

Special Qualifications for MGE / K&L Group

We feel the following sets us apart from other consulting engineering firms and we're proud to highlight the following attributes.

- The K&L Group within MG Engineering has been designing large central utilities plants for 65 years, since 1957. As evidenced in our Qualifications and representative projects presented herein, you can see we've designed many large boiler and chiller plants for other colleges, hospitals, and campus situations. Our staff is thoroughly comfortable designing HTHW, HPS and CHW systems.
- After visiting the new High-Pressure Steam plant we designed for St. Barnabas Hospital in the Bronx, NY, Mr. Robert Daly, Chief of Boiler Inspections for the NYC Department of Buildings, stated *"This is the finest boiler plant I've ever seen, and I've seen many. I want to have every one of our inspectors come here to see how a high-pressure steam plant is supposed to be designed and built, and I love those access platforms!"*
- Our resume of central utilities plants, going back to 1957, is second to none.
- Complex Analyses: The K&L Group of MGE is used to performing unusually complex HVAC systems analyses. often involving different boiler types, heating / cooling medium types, operational troubleshooting associated with hydronics, pumping systems, controls, optimization, and energy usage. Please ask us about the Condenser Water Flow problems we solved at the Brooklyn VA Medical Center, which the facility had been living with for 35+ years. Or the inability to share chilled water

TECHNICAL PROPOSAL

between the two major buildings at Ocean Medical Center in Brick, NJ. Or the phased design and construction of the four HPS boilers at the VA Medical Center in Montrose, NY, where we evaluated the steam loads for the 65+ campus buildings. Each project required some out-of-the-box thinking, followed by an innovative approach to the solution! Each resulted in a tremendously successful system, leaving our clients completely satisfied (and even surprised!).

- For several years, K&L held contracts with NYSERDA for their New Construction program and Flex-Tech program as one of their "TA" (Technical Assistant) firms providing energy analyses for various projects under consideration by developers, building owners and other design firms. Our experience even predates NYSERDA when the K&L Group performed engineering for the former NYS Energy Office.
- Most of our central plant projects are preceded by our performing a Programming / Feasibility Study. Cost estimating, energy analysis and financial considerations form the foundation of any worthwhile life cycle cost analysis.
- We're a local firm with a nearby office in Hicksville, LI., so we'll have no problem getting to your campus quickly and on short notice if need be.

End of Text for Exhibit D

EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

- a. Contractor 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. Contractor 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 Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

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

3. 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: \$13,500.00

4. Consultant's Cost Proposal

See, ATTACHMENT 2, annexed hereto



V. COST PROPOSAL

ATTACHMENT 2



Re: Suffolk County Community College (SCCC)
533 College Road
Selden, New York 11784-2899
"Design Services in Connection with Improvements to the Mechanical Equipment at the Eastern Campus Central Energy Plant"

This Agreement is entered into this day, January 25, 2022, by and between the "Engineer":

**MG ENGINEERING D.P.C.
116 WEST 32ND STREET
NEW YORK, NY 10001**

And "Client":

**SUFFOLK COUNTY COMMUNITY COLLEGE
533 COLLEGE ROAD
SELDEN, NEW YORK 11784-2899
MS. SEEMA MENON
MENONS@SUNYSUFFOLK.EDU**

ARTICLE I DESCRIPTION OF PROJECT

The project consists of a Programming / Feasibility Study to be performed for the SCCC Campus in an effort to analyze and solve specific problems associated with the Central Energy Plant's (CEP) reliability, durability, future longevity, maintenance and operational energy efficiency. Our services are based on the SCCC RFP # R22-002 dated December 16, 2021, as well as Addenda 1 - 4.

ARTICLE II SCOPE OF WORK

2.1 The Engineer will provide Professional Electro-Mechanical Engineering Services Including:

PROGRAMMING / FEASIBILITY STUDY SERVICES:

- HVAC / ENERGY
- ELECTRICAL
- PLUMBING/SANITARY (if applicable)
- FIRE PROTECTION (if applicable)
- FIRE ALARM (if applicable)
- SITE UTILITIES

2.2 The following items are **excluded** from our scope of services:

2.2.1 Design services or preparation of construction / bid documents, drawings, or specifications.



- 2.2.2 Investigation or abatement design of any hazardous materials such as asbestos, lead, radon, mold, PCBs, Legionella, etc., and any associated removal plans. If required, these services can be provided as a subconsultant for additional fee.
- 2.2.3 Agency filings and fees (assumed to be performed during the Design Phase).
- 2.2.4 Special and Progress Inspections (assumed to be performed during the Construction Phase).
- 2.2.5 Testing of any existing systems or equipment.
- 2.3 The following items are **clarifications** to our scope of services:
 - 2.3.1 We believe the time duration necessary to complete the Programming / Study phase is 3 – 4 months (as opposed to approximately 2 months as stated in the RFP).
 - 2.3.2 Construction cost estimating is included in our services.
- 2.4 Note that the above exclusions and clarifications form the basis of our fee.

ARTICLE III COMPENSATION

3.1 Basic Services Compensation

Required compensation for the services as described in Article II of this agreement shall be billed on a 'Time & Materials' basis. Based on the effort required, we anticipate an NTE limit of \$13,500.00.

3.2 Standard Billing Rates

Managing Principal	\$300.00 per hour
Principal	\$280.00 per hour
Associate Principal	\$260.00 per hour
Senior Executive Director	\$255.00 per hour
Director	\$240.00 per hour
Associate	\$230.00 per hour
Senior Engineer	\$215.00 per hour
Design Manager	\$215.00 per hour
Engineer	\$160.00 per hour
Lead Designer	\$160.00 per hour
Senior Designer	\$140.00 per hour
Designer	\$130.00 per hour
Junior Designer	\$105.00 per hour
CAD/Draftsperson	\$90.00 per hour
Administrative Support	\$70.00 per hour

3.3 Reimbursable Expenses

Reimbursable expenses shall be compensated at a multiplier of 1.1 times the amount expended by the Engineer in the interest of the project.



Reimbursable expenses are in addition to compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees and any other sub-consultants in the interest of the project for the expenses listed below:

- Transportation for travel in connection with the project.
- Reproductions including printing of drawings, specifications, and other documents.
- Courier delivery service.
- Use of subconsultants when authorized by SCCC.
- Any other reimbursable expense when authorized by SCCC.

ARTICLE IV ADDITIONAL SERVICES

- 4.1 The following services may be required to unforeseen circumstances and are not included in Basic Service unless so identified elsewhere in this Agreement. They shall be provided if authorized or confirmed in writing and they shall be paid as provided in this Agreement in addition to compensation for Basic Services.
- Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted consulting practice.
- 4.2 The scope of the work and fee for this project has been established at the inception of this project based on the project's nature and risks. In light of occurrences or discoveries that were not originally contemplated by or known to the Engineer, the Engineer may call for contract renegotiation, based on the changed conditions. The Engineer and the Client shall promptly and in good faith enter in renegotiations of this agreement to help permit the Engineer to continue to meet the Client's needs.

ARTICLE V PAYMENT TO THE ENGINEER

- 5.1 Payment for Basic Services, Additional Services and reimbursable Expenses shall be made on the basis set forth in Article 3.
- 5.2 Payment to the Engineer for the amounts due shall be made within 30 days after submission by the Engineer of billings identifying the work performed.
- 5.3 If the Client objects to all or any portion of an invoice, the client shall so notify the Engineer within fifteen (15) calendar days from the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute.

This agreement will constitute a contract for engineering consulting services. Authorization to proceed with the work shall be initiated by any of the following:

- The return of one signed original document of this agreement.

This agreement is valid only if authorized within **45** days of receipt, unless officially extended by both parties.

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals (RFP) for Design Services in Connection with Improvements to the Mechanical Equipment at the Eastern Campus Central Energy Plant, issued December 16, 2021, together with any Addenda thereto, is incorporated herein by reference as Exhibit F.

End of Text for Exhibit F

EXHIBIT G

Consultant's Proposal

Consultant's Proposal submitted January 25, 2022 in response to the College's RFP is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G