

AMENDMENT NO. 3

WHEREAS, Suffolk County Community College ("College") and Lizardos Engineering Associates, P.C. ("Contractor") entered into an Agreement on August 30, 2012 wherein Contractor agreed to design Fire Sprinkler Systems and Water Distribution Infrastructure Improvements at the Ammerman Campus ("**Services**"); and

WHEREAS, on July 25, 2016, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2016; and

WHEREAS, on January 23, 2017, the parties executed Amendment No. 2 to the Agreement which extended the term thereof to December 31, 2017; and

WHEREAS, the College desires to further extend the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement, and to supplement certain provisions thereof.

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

- 1) The Agreement shall be extended for one (1) year from **January 1, 2018 through December 31, 2018**; and
- 2) The certificate of liability insurance to be provided to the College, as required by paragraph 4 of the Agreement, shall make reference to the above-indicated Contract No. and Project Name; and
- 3) **College's Non-Discrimination Notice**

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

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

Civil Rights Compliance Officers:

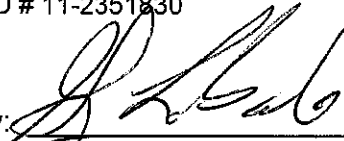
Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

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

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

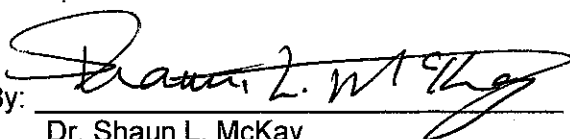
IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Lizardos Engineering Associates, P.C.
FID # 11-2351830

By: 
George A. Lombardo, P.E.
President and CEO

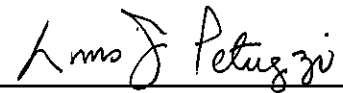
Date: 12/12/17

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President

Date: 12/18/17

Approved as to Legality:
Suffolk County Community College

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

Date: 12/13/17

Approved:
Suffolk County Community College

By: 
Gail Vizzini
Vice President for Business and
Financial Affairs

Date: 12/13/17

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and Lizardos Engineering Associates, P.C. ("Contractor") entered into an Agreement on August 30, 2012 wherein Contractor agreed to design Fire Sprinkler Systems and Water Distribution Infrastructure Improvements at the Ammerman Campus ("Services"), and

WHEREAS, on July 25, 2016, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2016, and


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

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

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


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

Lizardos Engineering Associates, P.C.
FID # 11-2351830

By: 
George A. Lombardo, P.E.
President and CEO

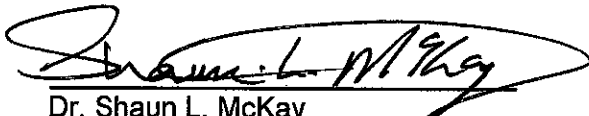
Date: 1-17-2017

Approved as to Legality:
Suffolk County Community College

By: 
Louis J. Petrizzo
College General Counsel

Date: 01/18/17

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President


Date: 1/23/17

Approved:
Suffolk County Community College

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

Date: 1/19/17

Recommended:

By: 
Paul Cooper, Executive Director of
Facilities and Technical Support

Date: _____

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Lizardos Engineering Associates, P.C. ("Contractor") entered into an Agreement on August 30, 2012 wherein Contractor agreed to design Fire Sprinkler Systems and Water Distribution Infrastructure Improvements at the Ammerman Campus ("Services"), and

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

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

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

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

Lizardos Engineering Associates, P.C.
FID # 11-2351830

By: [Signature]
Evan Lizardos
President

Date: 7/14/16

Approved as to Legality:
Suffolk County Community College

By: [Signature]
Louis J. Petrizzo
College General Counsel

Date: 07/21/16

Suffolk County Community College

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

Date: 7/25/16

Approved:
Suffolk County Community College

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

Date: JUL 20 2016

Recommended:

By: [Signature]
Paul Cooper, Executive Director of
Facilities and Technical Support

Date: 7/20/16

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 chartered Community College (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York; and

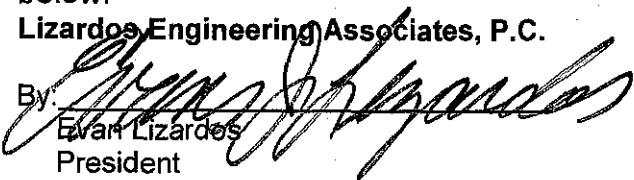
Lizardos Engineering Associates, P.C. (Consultant), a New York corporation having its principal place of business at 200 Old Country Road, Suite 670, Mineola, NY 11788.

The parties hereto desire for the **Consultant** to design Fire Sprinkler Systems and Water Distribution Infrastructure Improvements at the Ammerman Campus (**Services**), pursuant to College Board of Trustees Resolution No. 2007.33 and Suffolk County Resolution No. 532-2005. **This Agreement represents a renewal of Contract No. 10-CC-009 (authorizing a total cost of an amount not to exceed \$100,000), which was performed, in part, by the Consultant at a cost of \$45,000.**

Term of Agreement: January 1, 2012 through December 31, 2013.
Total Cost of Agreement: Not to exceed \$55,000.00, as set forth in Exhibit E.
Terms and Conditions: Shall be as set forth in Exhibits A through K, attached hereto and incorporated herein

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

Lizardos Engineering Associates, P.C.

By: 
Ewan Lizardos
President
Fed Tax ID no. 11-2351830

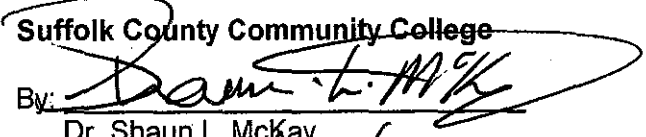
Date: 8/20/2012

Approved as to Legality:
Suffolk County Community College

By: 
Louis J. Pettizzo, Esq.
College General Counsel

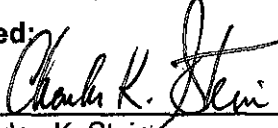
Date: 08/27/12

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President

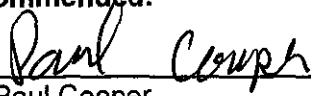
Date: 8/30/12

Approved:

By: 
Charles K. Stein
Interim V.P. Business and Financial
Affairs

Date: 8-28-12

Recommended:

By: 
Paul Cooper
Executive Director of Facilities
and Technical Services

Date: 8/27/12

List of Exhibits

Exhibit A

General Terms and Conditions

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

Exhibit B

Suffolk County Legislative Requirements

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

Exhibit C
Notices and Contact Persons

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

Exhibit D
Description of Services

Exhibit E
Payment Terms and Conditions

Exhibit F
Responsibilities of College

Exhibit G
Project Stages

Exhibit H
Wage Rate Schedule

Exhibit I
Request for Proposals

Exhibit J
Consultant's Proposal

Exhibit K
Suffolk County Community College Resolution No. 532-2005

Exhibit A
General Terms and Conditions

Whereas, the College issued an RFP, which was advertised on January 11, 2007; and

Whereas, the Consultant submitted a proposal in response to such RFP; and

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

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

1. Consultant Responsibilities

a. Services

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

b. Qualifications and Licenses

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

c. Engineering Certificate

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

2. Term and Termination

a. Term

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

b. Termination for Cause

- i.** A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii.** Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii.** If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.
- iv.** In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit 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.
- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the 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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, the 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 Form: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

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

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

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

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

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

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

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

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

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of

the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the 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 the Exhibit 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 web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links".

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Notices Relating to Reports, Insurance or Other Submissions

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

For the College:

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

and

For Consultant:

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

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

2. Notices Relating to Payments

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

For the College:

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

and

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

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.

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

End of Text for Exhibit C

Exhibit D Description of Services

1. **Professional Services.** Professional services shall be rendered in accordance with the College's Request for Proposals (Exhibit I) and the Consultant's Proposal (Exhibit J), and, more specifically, shall include the following:
 - a. **Permitting**

Obtain building permits for the areas of construction identified in the preliminary design. Make any changes as required by the Suffolk County Department of Public Works and /or the Fire Marshal's Office for building permits. A separate building permit will be required for each area of construction.
 - b. **Final Approval**

Provide approved construction drawings once building permits are issues for each area of construction.
 - c. **Bid and Award**

Review construction bids and supporting documentation for each bid and make a recommendation for award. A separate public bidding will be required for each area of construction.
 - d. **Construction Administration**

Periodically review construction in progress.
Provide any require inspections and witness any required performance tests.
Administer progress meetings as required.
Review and approve submittals, schedules and shop drawings for conformance with the contract documents.
Prepare supplemental and explanatory drawings and sketches as required to clarify or amplify the contract documents.
Review and approve periodic payment requests, change orders and final payment requests.
Assist the contractors in startup, testing and commissioning of primary systems and equipment.
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. Make recommendations to the College that the contractors have completed all required contract work.
Assemble written guaranties and warrantees from the contractors and submit to the College.
Review and approve of contractor's operations and maintenance manuals. Review and approve of the "as-built" drawings prepared by the contractors.
Assist the College in obtaining a certificate of occupancy at the completion of the project.

In addition, the Consultant shall adhere to the following:

- e. The services of Consultant shall consist of the necessary and usual architectural and engineering services including conferences, cost estimates, the design and preparation of schematic and preliminary studies, working drawings, specifications, large scale and full size detail drawings, for architectural, site work, structural, plumbing, heating, ventilating, air conditioning, electrical, and other mechanical work, assistance in the drafting of forms of proposals and contracts, the issuance of Certificates for Payment, the keeping of accounts, the general administration of the construction contracts, and the periodic inspection of construction.
- f. Consultant shall engage, at its sole expense, subconsultants including, but not limited to, engineers, architects, cost estimators, consultants for kitchens, acoustics, landscaping, and other experts as may be required for the proper performance of the Agreement, but none shall be engaged without the prior written approval of the Vice President for Business and Financial Affairs. 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.
- g. 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. Prior to submission to such agencies, Consultant shall supply the Vice President for Business and Financial Affairs 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.

4. Estimate of Cost

Consultant shall prepare and submit to the Vice President for Business and Financial Affairs 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 of any adjustment to the last approved estimate of the total construction of the Project as indicated by changes in scope or requirements.

5. Coordination of Drawings and Specifications

It shall be the responsibility of Consultant to coordinate the design of the architectural, structural, plumbing, heating, ventilating, air-conditioning and electrical work so that interferences among and within the several trades on the basis of that design will be avoided. Toward this end, Consultant shall prepare composite sections, drawn accurately to scale, which shall show the work of all trades in mechanical/electrical equipment rooms, corridors and all other areas where the work of one or more trades may be in conflict with each other. The appropriate composite drawings shall be included as part of the contract drawings for each trade. If, in the opinion of the Vice President for Business and Financial Affairs, the drawings are not sufficient in number or content to demonstrate the feasibility of the Project, it may order that an additional drawing or drawings be prepared at no additional cost to the College. Any interference between trades caused by inadequate design or coordination of the contract documents will be the responsibility of Consultant and it will be required to promptly prepare, at no additional cost to the College, additional drawings and specifications necessary to resolve the interferences found prior to or during the bidding period or during construction.

6. Adherence to Approvals

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

7. Deviations from Program

Consultant shall notify the Vice President for Business and Financial Affairs 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.

8. Proprietary Items

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

9. Documents for Separate Contracts

Consultant shall, at the direction of the Vice President for Business and Financial Affairs, without additional compensation, prepare and furnish all documents, plans, drawings, specifications and other work required under this Agreement in such manner and form, as directed and approved by the Vice President for Business and Financial Affairs, as will conveniently enable the College to let separate contracts for such division of the Project as the Vice President for Business and Financial Affairs may require. Such division of the Project shall include, but not be limited to, the following: (a) General Construction, (b) Plumbing and Drainage, (c) Heating, Ventilation, and Air-Conditioning, and (d) Electrical Work. Separate contracts shall be proposed by Consultant subject to the approval of the Vice President for Business and Financial Affairs.

10. Progress Reports

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

11. Boring Location Plan

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

12. Existing Conditions

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

13. Budget Estimates and Bids

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

14. Performance of Work

The services to be performed by Consultant shall at all times be subject to the direction and control of the Vice President for Business and Financial Affairs, 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.

15. Additional Services

When authorized in writing by the Vice President for Business and Financial Affairs, Consultant will furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by the College based on the wage rate schedule.

- a. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with public works projects.
- b. Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction. Significant changes shall as determined by the Vice President for Business and Financial Affairs in writing.
- c. Revising previously approved reports, design documents, Drawings or Specifications, when such revisions are due to causes beyond the control of Consultant.
- d. Preparing documents for alternate bids requested by the Vice President for Business and Financial Affairs for work which is not executed or documents for out-of-sequence work.
- e. Investigations involving detailed consideration of operations, maintenance and overhead

expenses, the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of materials, equipment and labor, and audits or inventories required in connection with construction performed by the College.

- f. Services in connection with change orders to reflect changes requested by the College if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, as determined by the Vice President for Business and Financial Affairs.
- g. Preparing for the Vice President for Business and Financial Affairs, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, Drawings and other data furnished by the Contractors to Consultant and which Consultant considers significant.
- h. Additional or extended services during construction made necessary by (i) work damaged by fire or other cause during construction, (ii) a significant amount of defective or neglected work of any Contractor, (iii) acceleration of the work schedule (4) default by the Consultant under any prime construction contract.
- j. Services or consultation after Acceptance of the Project by the College, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any construction contract.
- k. Preparing to serve or serving as a witness for the College in any litigation or other proceeding involving the Project.
- l. The preparation of an Environmental Impact Statement for the Project for approval by all State, County, and/or Federal regulatory agencies.

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. Payment will be made within thirty (30) days after approval by the Comptroller of the County of Suffolk. Each invoice submitted for payment shall be accompanied by a certified statement setting forth the name and title of each person who was engaged in each separate project during such month, his or her Hourly Rate of pay, the number of hours worked each day and the amount of compensation earned.
- b. Consultant agrees that it shall be entitled to no more than the fees set forth in this 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. Prior to authorizing payment to Consultant, the College shall perform a thorough review of the work performed by Consultant under this Agreement and shall formally certify, in writing, that Consultant's work has been satisfactorily completed in full compliance with the terms of this Agreement. This certification of compliance shall be included with the standard claim documentation and forwarded to the County Comptroller for claim audit and authorization for payment.
- e. From the payments provided for Consultant in this Agreement, Consultant shall pay for all materials and supplies used by Consultant in the performance of the services to be rendered by Consultant or its agents or employees of any kind whatsoever and no extra or additional charges shall be made therefore.
- f. When authorized in writing by the Vice President for Business and Financial Affairs, reasonable and normal disbursements by representatives of Consultant in performance of the duties outlined in Paragraph 15 of Exhibit D shall be paid by Consultant and reimbursed by the College pursuant to, and as limited by, the Comptroller's Rules and Regulations for Consultant's Agreements of the Suffolk County Department of Audit and Control, attached hereto as Exhibit K.
- g. Consultant shall maintain full and complete books and records of accounts in accordance with accepted accounting practices. Such books and records shall be retained for a period of seven (7) years and shall be available for audit and inspection by the College, County Comptroller or their duly designated representative only to verify that payments were properly made and to verify the nature and extent of costs applicable to services provided under this Agreement.

- h. The College may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be the notification of change unless the College grants a further period of time before the date of final payment under this Agreement. No services for which additional compensation will be charged by Consultant shall be furnished without written authorization by the College, which authorization shall include the amount of additional compensation.
- i. The acceptance by Consultant of full payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the College and/or the County from all claims and liability to Consultant, its successors, legal representatives and assigns, for anything done or furnished under and by the provisions of this Agreement.
- j. No deduction shall be made from Consultant's compensation on account of penalty, liquidated damages or other amounts withheld from payments to the Consultant(s).
- k. The wage rate schedule used as a basis for payment shall mean the direct salaries and wages paid to principals and employees engaged directly on the Project, including, but not limited to, Engineers, Architects, Surveyors, Designers, Draftsmen, Specification Writers, Estimators, and other approved technical personnel.

2. Payment Schedule

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

<u>Phase</u>	<u>Percentage</u>
Programming/Sketch Study	10%
Preliminary Design	15%
Contract Document	50%
Permitting	3%
Final Approval	2%
Bid and Award	5%
Construction	<u>15%</u>
	100% (base bid)

3. Consultant's Principals' Time

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

4. Reimbursable Expenses

The College will pay Consultant the actual costs of all reimbursable expenses incurred. Reimbursable expenses shall mean the actual expenses for Test Borings, Inspection or Testing Agencies, expense of computer time and/or other items previously authorized by the College's Vice President for Business and Financial Services. The reimbursable expenses shall be allowed on a direct cost basis (with no additional provisions for overhead or fee).

5. Noncompensatory and Minor Changes

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

6. Accounting Practices

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

7. Wage Rate Schedule

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

agreement. If any employee so listed had received an increase in his or her wage rate, Consultant shall certify that such increase did not exceed the amount allowable for the year as hereinabove defined.

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

8. Agreement Subject to Appropriation of Funds

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

End of Text for Exhibit E

Exhibit F
Responsibilities of the College

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

1. Sample Bid Documents.
2. For projects in which existing buildings are involved, the Vice President for Business and Financial Affairs will provide such plans and specifications as are available to him, but the Vice President for Business and Financial Affairs does not guarantee their correctness in relation to existing conditions, original installation or changes made thereafter. All drawings, specifications and data of the structure furnished by the Vice President for Business and Financial Affairs shall be field checked by Consultant to verify existing conditions.
3. Copy of County construction standards that Consultant is to follow in the preparation of drawings and specifications where and when applicable.

End of Text of Exhibit F

**Exhibit G
Project Stages**

Sketch Study Stage

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

Preliminary Stage

3. **Preliminary Drawings:** After approval of the study sketches Consultant shall prepare preliminary drawings (consisting of plans, elevations and other drawings to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, type of structural, mechanical and electrical systems and such other work as may be required), and upon completion, shall submit to the Vice President for Business and Financial Affairs for his or her approval, three sets drawn to a scale that best illustrates the Project.
4. **Outline Specifications:** Consultant shall prepare three copies of preliminary outline specifications of the Project, and shall deliver them in the form prescribed by the Vice President for Business and Financial Affairs, giving a general description of each of the divisions of the specifications of the Project, kinds of materials, mechanical and electrical systems and such other work as may be required.
5. **Preliminary Estimate:** Consultant shall prepare and deliver, in a form as prescribed by the Vice President for Business and Financial Affairs, at the time the preliminary drawings are submitted for approval, a detailed Preliminary Estimate of the cost of the construction of the Project. Three copies of the Preliminary Estimate, in an approved form, shall be submitted giving a separate breakdown of cost information for each independent contract required; this estimate shall be subdivided into alterations and additions when applicable. Such estimate shall not include the cost of Consultant fees and expenses or administrative and carrying charges, or the cost of movable furniture and equipment be included. The cost of Special Equipment and Fixed or Built-In Equipment (if any) shall be included.

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

Contract Document Stage

7. **Contract Documents**

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

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

- d. All preliminary and final drawings and plans shall be prepared on sheets with dimensions as approved by the Vice President for Business and Financial Affairs. All final plans shall have numeric and graphic scales. Final drawing title sheets and covers for the specifications shall be as approved by the Vice President for Business and Financial Affairs.
- e. When all Contract Documents of each division of the Project have been completed, but not approved, as hereinafter defined, Consultant shall deliver to the Vice President for Business and Financial Affairs (for his or her approval), three sets of complete plans, elevations, special scale and large or full size details as necessary for Bidding, three sets of specifications and three copies of summaries of the final estimated costs of each of the divisions of the Project for the complete erection and construction of the Project in general conformity with the preliminary drawings.

- f. All drawings and specifications submitted to the College for final acceptance shall be accompanied by all necessary applications, certificates, permits or approvals, from all County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Prior to submission to such agencies, however, Consultant shall consult with the Vice President for Business and Financial Affairs as to methods and forms of all documents to be used in such application.
 - g. After the Contract Documents have been approved by the Vice President for Business and Financial Affairs, Consultant shall prepare and deliver to the Vice President for Business and Financial Affairs all drawings in final form. Consultant shall also prepare and deliver three legible copies of each completed specification describing clearly all the materials, workmanship and labor to be furnished and all addenda thereto.
8. **Final Estimates:** Consultant shall submit a final estimate, original and three copies, summarizing the total estimated cost for each division of the Project.
9. **Requirement for Supplementary Drawings:** If it is discovered that the submitted documents are not complete and it becomes necessary to prepare supplementary drawings and addenda, such supplementary material shall then be submitted pursuant to the aforementioned paragraphs, and at no additional cost to the College.
10. **Reproduction of Drawings:** After the approval by the Vice President for Business and Financial Affairs, and upon delivery of approved tracings, specifications and estimates to the Vice President for Business and Financial Affairs, all prints required in connection with advertising and awarding construction contracts shall either be procured and paid for by the College or procured by Consultant and paid for by the College as a reimbursable expense. The College shall determine which method, depending on the size of the project.

Permitting Stage

11. Consultant is responsible for filing for and obtaining all applicable permits for the project BEFORE final approval of the contract documents by the College. Projects can not proceed to the Bidding stage until all applicable approvals are obtained. Consultant is solely responsible for determining which permits and approvals must be obtained given the nature of the project.
- a. Consultant shall discuss with the College which permits and approvals must be obtained before Consultant makes any submissions to the appropriate agencies.
 - b. At a minimum, the following permits and approvals must be obtained, if applicable, by Consultant, unless otherwise directed by the College or the applicable regulatory agency:
 - (1) Building Permits for all building renovations and new construction from the Suffolk County Department of Public Works (SCDPW), as defined by the Building Code of New York State, Chapter 1, Section 101. In addition, approval from the Suffolk County Department of Fire, Rescue and Emergency Services

(Fire Marshal) must also be obtained. Typically, the SCDPW will forward submissions to the Fire Marshal's Office for review on behalf of the submitter. However, it is ultimately Consultant's responsibility to obtain all permits and approvals. Approval for all projects must be obtained from the Fire Marshall even if building permits are not required.

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

Bid Stage

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

Construction Stage

14. **During Construction:**
 - a. Consultant shall check and approve samples, schedules, shop drawings and other submissions only for conformance with information given by the Contract Documents, prepare supplementary drawings required for clarification or amplification of the Contract Documents, and assemble written guarantees required of the Contractors.
 - b. Consultant shall consult with the Vice President for Business and Financial Affairs prior to preparing all change orders. Upon the Vice President for Business and Financial Affairs' tentative approval, Consultant shall submit all change orders to the Vice President for Business and Financial Affairs for review and approval. The College shall issue all change orders to the construction contractors.
 - c. Consultant shall make a minimum of one visit to the site per week (and more if required by job conditions) during the construction phase of the Project, to familiarize itself generally with the progress and quality of the work and to determine in general if the work is in accordance with the Contract Documents. It will not be required to make exhaustive or continuous on-site inspections (except as noted below) to check the quality or quantity of the work and it will not be responsible for the Contractors' failure to carry out the construction work in accordance with the Contract Documents. Consultant shall inform the Vice President for Business and Financial Affairs of the progress of the work through written reports of each Project visitation, and shall endeavor to guard the College against defects and deficiencies in the work of the Contractors, and it may condemn work as failing to conform to the Contract Documents. Based on such observations and the Contractor's Applications for Payment, it shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. These Certificates will constitute a representation to the College, based on its

observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate for Payment, Consultant will also represent to the College that, to the best of its knowledge, information and belief, based on what its observations have revealed, the quality of the work is in accordance with the Contract Documents.

- d. Consultant shall review and recommend approval/disapproval regarding suppliers, manufacturers and samples.
 - e. Consultant shall conduct at least two (2) Job Meetings a month, take minutes, distributing copies to the Vice President for Business and Financial Affairs, the contractors, and to all in attendance, and shall be generally responsible for the administration of the Project.
 - f. Consultant shall review proposed changes in the work, including thorough review of Contractor's Quotation Forms verifying quantities of materials and labor, prices of materials and labor, contract unit prices, and all other items relating to the costs or credit of the change. If the change is related to an item of work in the area of expertise of a subconsultant (i.e., structural engineer, mechanical engineer, food consultant, etc.) then Consultant shall require and receive its subconsultant's review and written recommendation prior to forwarding it on to the Vice President for Business and Financial Affairs.
 - g. Consultant shall witness and fully report the results of all Performance Tests required for the Project.
 - h. Consultant shall conduct inspections to determine the dates of substantial and final completion and issue a final Certificate for Payment.
15. **Clerk of the Works:** The College shall, at its option, maintain a full-time project representative at the site during construction, whose salary shall be paid by the College. It shall be his or her duty to make inspections, maintain records, receive samples, attend job meetings and conferences, coordinate the work of the several prime contractors, and serve as liaison among Contractors, Consultant and College. The Clerk of the Works may not authorize deviations from Contract Documents, expedite Contractor's work, or approve shop drawings or samples.
16. **Shop Drawings:** During the period of actual construction of the Project, Consultant will check and approve shop drawings, receive and approve samples, and attend conferences at the site when required by the Vice President for Business and Financial Affairs. Consultant shall resolve and then acquaint the Vice President for Business and Financial Affairs with details of variations on shop drawings and samples which are observed during the course of checking. Consultant shall enforce all provisions of the construction contract between the College and Contractor with respect to procedure, resubmission of shop drawings, and samples. Consultant shall act promptly upon submission of samples and shop drawings. Consultant shall maintain a log of shop drawing submissions documenting when submissions are received and when they are approved. Consultant shall produce this shop drawing log when required by the Vice President for Business and Financial Affairs. Three approved or approved as noted copies shall be forwarded to the Vice President for Business and Financial Affairs's office.

- 17. Submission of Color Schedules:** Consultant shall prepare all supplementary drawings and color schedules necessary to carry out the design features of the Project and shall upon request advise the Vice President for Business and Financial Affairs in design and specification matters. Color schedules shall be submitted for the acceptance of the Vice President for Business and Financial Affairs before issuing same to the construction contractor.
- 18. Contractor's Schedule of Values:** Consultant shall examine, adjust and approve schedules of items and cost prepared by Contractors after Contract award, indicating the quantities, unit prices and percentages. The copies of these schedules, thus approved by Consultant and accepted by the Vice President for Business and Financial Affairs, will be the basis of progress payments to each Contractor.
- 19. Subcontracts:** Consultant shall review and recommend, for the Vice President for Business and Financial Affairs' approval, the names of all subcontractors submitted by the various prime contractors for the Project. If Consultant is not familiar with a particular subcontractor, supplier, manufacturer, or sample, it shall check out references submitted through the prime contractor so that such recommendation can be made.
- 20. Final Acceptance:** Consultant shall prepare completion lists (Punch Lists) when 90% completion of this part of the Project is claimed by the Contractor and again when 100% completion is claimed. Following Contractor's completion of the items outlined in the completion lists, Consultant shall certify substantial compliance with the drawings and specifications. Following the Contractor's 100% completion of the items outlined in the completion lists, Consultant shall certify final compliance with the drawings and specifications.

End of Text of Exhibit G

Exhibit H

Wage Rate Schedule

Attached

Exhibit I

College's Request for Proposal

Attached

Exhibit J

Consultant's Proposal

Attached

End of text Exhibit J

Law No. 2007-CC-AMMFSPK
Distributed: January 11, 2007
Issued:

Request for Proposals Ammerman Campus]
Fire and Water Sprinkler Infrastructure
Suffolk County Community College

Request for Proposals (RFP)
for
the design of Fire Sprinkler Systems and Water Distribution Infrastructure Improvements at the
Ammerman Campus
for Suffolk County Community College

Technical Questions Due: February 1, 2007

Proposer's Conference: January 25, 2007

Proposals Due: No later than 4:00 p.m. on February 8, 2007

For additional information, contact:
Craig M. Harris
Administrative Director of Business Operations
Phone: 631-451-4435
Fax: 631-451-4444
E-mail harris@sunysuffolk.edu

All Proposals must be signed in ink and accompanied by a signed transmittal letter,
County Disclosure SCEX Form 22 and Bid Certification SCPD-7

Late Proposals Will Be Rejected

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Suffolk County Request for Proposals (RFP)

Legal Appendices/ Forms revised as of 10/22/02

<http://www.sunysuffolk.edu/RFP>

Section I
Administrative Information

1. Purpose of RFP

Suffolk County Community College (College) invites proposals (Proposal(s)) from qualified companies (Company) to design water distribution infrastructure improvements and new building fire sprinkler systems at the Ammerman Campus.

2. Background Information

- a. The College is a non-resident, public, two-year college with three campuses (located in Riverhead, Brentwood and Selden) and extension centers located throughout Suffolk County.
- b. The College annually enrolls approximately 25,000 students (head count).

3. Coordinating Departments

a. Prior to Award of Contract

The College's Office of Business and Financial Services (contact listed below) is responsible for coordinating the issuance of the RFP.

Contact: Craig M. Harris, Administrative Director of Business Affairs
Suffolk County Community College
533 College Road, Rm. 232, NFL Building
Selden, New York 11784-2899

Tel: (631) 451-4435
Fax: (631) 451-4444
E-mail: harrisc@sunysuffolk.edu

b. After Award of Contract/Prior to Execution of Contract

The College's Legal Affairs Office will be responsible for coordinating with the Suffolk County Attorney's Office and Company regarding the negotiation and execution of the contract.

c. After Execution of Contract

The Office of Business and Financial Services and the Capital Projects Office are responsible for administration of Company's contract, including payments.

4. Evaluation Committee

A College Evaluation Committee will make the final selection of Company. The Evaluation Committee will include, but not be limited to, the Associate Vice President Campus Affairs, the Ammerman Campus Dean, the Senior Safety Officer, the Ammerman Campus Director of Plant Operations and the Administrative Director of Educational Facilities.

5. Administrative and Technical Questions

a. **Administrative Questions** may be submitted in telephone or in writing to the contact listed in paragraph 3 above. E-mail and fax are acceptable; e-mail is preferable.

b. **Technical Questions** must be submitted in writing on or before February 1, 2007, to the contact listed in paragraph 3 above. E-mail and fax are acceptable; e-mail is preferable. Companies are encouraged to submit questions prior to the Proposer's Conference, to enable full discussion at the Proposer's Conference. The College Evaluation Committee will develop responses to the technical questions. Responses will be issued by the College in the form of an Addendum to this RFP, following the Proposer's Conference.

c. **Office of Business and Financial Services is Sole Contact during RFP Process**

All communications during the RFP process should be directed to the Office of Business and Financial Services or, as appropriate, the College's Legal Affairs Office. Communication with any other College or County employee or any member of the College Evaluation Committee or any incumbent company for the goods and services being procured pursuant to the RFP may be cause for disqualification from the RFP process.

6. Proposer's Conference

The College has scheduled a mandatory Proposer's Conference on January 25, 2007 at 10:00 a.m. at Suffolk County Community College, NFL Building, Room 11, 533 College Road, Selden, NY 11784. For additional information contact the College at 631-451-4743. All bidders must attend a Proposer's Conference before February 1, 2007.

In addition, Companies are encouraged to visit the site as frequently as necessary to familiarize themselves with this project.

7. Due Date for Proposals

Proposals must be submitted to the attention of Mr. Harris, at the address listed in paragraph 2 above by **February 8, 2007, no later than 4:00 p.m.** In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all companies.

8. Number of Copies

One original and 5 copies of the Proposal are required, plus one copy on a diskette using an MSWord or ASCII format or as an e-mail attachment in similar format.

Do not submit Proposals that are permanently bound.

9. Proposal Format

Proposals must include the following:

a. Transmittal Letter on Company Letterhead

Signed by a corporate officer or an authorized agent of Company

b. Company Profile: Response to Questions set forth in Section II

This section will be used in the College's evaluation of Company's general qualifications. Use the format (expand as appropriate) set forth in Section II, entitled "Company Profile."

c. Company's Proposed Technical Services/Products: Responses to items set forth in Section III

This section will be used in the College's evaluation of Company's proposed technical services. Use the format (expand as appropriate) set forth in Section III, entitled "Technical Proposal Requirements."

d. Company's Cost Proposal: Responses to items set forth in Section IV

i. This section will be used in the College's evaluation of Company's proposed fees. Use the format (expand as appropriate) set forth in Section IV, entitled "Cost Proposal." The Cost Proposal must be submitted in the same package as other items requested by this RFP, but must be in a **separate sealed envelope** labeled "Cost Proposal."

ii. One original and 5 copies of the Cost Proposal are required, plus one copy on a diskette using an MSWord or ASCII format or as an e-mail attachment in similar format. Do not submit Cost Proposals that are permanently bound.

e. List (if applicable) of Subcontractors

Identify all subcontractors Company plans to use and the function for which such subcontractors will be responsible. Provide qualifications, including prior relevant

experience, for subcontractors anticipated to be used. Failure to include this information in the Proposal may be grounds for disqualification.

f. Requested Changes to Model Agreement

Company should identify any items not set forth in the Model Agreement (reference Section V) which Company requests be negotiated.

g. County Disclosure SCEX Form 22

Three originals, signed by a corporate officer or an authorized agent of Company and notarized, are required. SCEX Form 22 is included in the Section entitled "Legal Appendices/ County Forms."

h. County Bid Certification Form SCPD-7

One original, signed by a corporate officer or an authorized agent of the Company. Form SCPD-7 is included in the Section entitled "Legal Appendices/ County Forms."

i. Living Wage Forms

Signed by a corporate officer or an authorized agent of the company. Forms are included in the Section entitled "Living Wage Law." See that section for instructions.

j. Certificate of Authorization

If applicable, Company shall submit with its proposal a copy of its current Certificate of Authorization issued pursuant to § 7210 of the New York Education Law. Company shall also submit with its proposal the Certificate(s) of Authority of any subconsultant or subcontractor who shall perform any professional engineering services under this RFP. Failure to submit copies of Certificate(s) shall be grounds to reject any proposal and disqualify Company as not meeting the necessary minimum qualifications to perform the services required to be performed under this RFP.

10. Selection Process

The College will evaluate submissions through a point rating system, set forth below in Paragraph 11. The College may invite firms to make presentations to the Evaluation Committee to demonstrate their qualifications and approach to the project. The final selection will represent the best interests of the College.

11. Award Criteria

	Points
<p>a. General Qualifications Consultant's technical expertise, assigned team, size relative to the project, references reflecting similar work and related experiences. See Section II, entitled "Company Profile," for specific requirements.</p>	40
<p>b. Proposed Services/Products Ability to meet proposed deadline, responsiveness of proposed strategy, recognition of issues and problems, innovative and creative ideas and effective strategies for input and feedback. See Section III entitled "Technical Proposal Requirements" for specific requirements.</p>	40
<p>c. Cost Proposal Total cost, record of staying within cost and realism. Separate sealed envelope. See Section IV, entitled "Cost Proposal," for specific requirements.</p>	20
<p>Total</p>	100

12. RFP Policies and Procedures

- a.** Anyone who intends to submit a Proposal must contact the College's Office of Business and Financial Services directly and specifically request a copy of this RFP, unless such company was mailed a copy directly from the College's Office of Business and Financial Services. The Office of Business and Financial Services has responsibility for maintaining a control list of all potential Proposers.
- b.** It is the College's intent to select the company that provides the best solution for the College's needs.
- c.** Reference is made to the Model Agreement attached (set forth in Section V) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Legal Affairs Office

or the County Attorney's office.

- d. Company's response to this RFP, as may be subsequently modified in negotiations with the College, may be included as exhibits in any contracts that the College may execute with Company.
- e. The College reserves the right to amend this RFP. The College reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the College. The College reserves the right to request additional information from any Proposer. The College reserves the right to award negotiated contracts to one or more Companies
- f. This RFP is not intended and shall not be construed to commit the College to pay any costs incurred in connection with any proposal or to procure or contract for any services.
- g. The decision to award a contract shall be based on Company's ability to provide quality services and products and to comply with all applicable laws, rules and regulations, including without limitation the local preference and other Suffolk County local laws set forth in the Section entitled "Legal Appendices/ County Forms."
- h. The award of any contract will be made as judged to be in the best interest of the College. The final selection of the company will be made by the College Evaluation Committee, including but not limited to, the representatives set forth in paragraph 4, entitled "Evaluation Committee" of Section I of this RFP.
- i. The Executive Director of Legal Affairs acts as counsel to the Evaluation Committee, but does not vote in the selection process.
- j. Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the criteria set forth herein.
- k. While the College is under no obligation to contact companies for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the College, at the sole discretion of the College Evaluation Committee, may elect to interview all or some of the companies during the selection process and to request presentations, including demonstrations of products and services.

End of text for Section I

Section II Company Profile

1. General Information/Company History

- a. Company Name, e-mail, main address and all branch office addresses.
- b. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.). If applicable, identify all principals and the ownership interest of each.
- c. Year Company was founded and brief history.
- d. Total number of employees and total number of licensed professionals. Include an organization chart as relevant.
- e. Location(s) from which services will be performed.
- f. Annual fee income for the past three (3) years.
- g. The general and specific design specialties/expertise and overall resources.

2. Technical Approach

Indicate your understanding of the project requirements and demonstrate a thorough recognition of the problems to be addressed. Summarize how you will respond to the specific project scope of work, identifying any innovative or creative design approaches or strategies. Describe the level of continual two-way communication you will maintain with faculty and College administrators during the various project phases. Discuss any specific or special qualifications for this project.

3. Expertise of Company, including Qualifications and Experience of Personnel

- a. Describe your Company's experience in providing services and products similar to those requested in this RFP, particularly any projects for governmental entities, colleges or universities involving water distribution and fire suppression systems. Each reference description must contain the client name and address, a project description, photographs, location, project cost, completion date, company's role and contact name with title and telephone number. Each reference description must also identify whether the project was completed within budget and within the agreed upon design and construction timetables. The College reserves the right to contact any client listed. Consultants should check the references they submit to ensure that each reference and the associated contact information is current. The entire list of references should be clearly identified and separated in the proposal.

- b. Describe the qualifications and background of your staff, insofar as they relate to this project.
- c. Provide the title and role of each team member, including principals. Provide a resume for each team member that includes the team member's technical expertise and experience on similar projects.
- d. Any and all subconsultants or subcontractors to be employed must be identified in similar detail.
- e. Provide a list of all contracts with the College or the County of Suffolk within the last five years (regardless of type of service) and the time period for those services.
- f. Include any brief supplemental information that may be relevant to your qualifications for the project. Such material may include descriptions of specialized equipment the company possesses (i.e. CADD, word processing systems, specialty design software, reference materials, drawing archival systems, etc.). Elaborate or superfluous material should not be presented and may count against the company in the evaluation.

4. Quality Control

- a. **Operational Plan:** Describe how Company will ensure performance through adequate management, supervision, review and control.
- b. **Record and Reporting Systems:** Describe Company's system for self-monitoring and to ensure maintenance of complete and accurate records.
- c. **Operating Problems:** Discuss any operating problems, other than litigation, which you have experienced within the past five years, and their resolution.

5. Financial Viability

a. Financial Statements

For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA, or internal statements if certified statements are not available or have not been issued within the past twelve (12) months.

b. Indebtedness to County and/or College, Liens and Litigation

- i. Submit a statement as to indebtedness, if any, to the County and/or College.
- ii. Submit a listing of all outstanding liens, if any, against Company.

- iii. Submit a summary of litigation, if any, against Company and its disposition.

End of text for Section II

**Section III
 Technical Proposal Requirements**

1. Project Scope

a. Projected Budget

The total budget for design and construction is \$1,068,000.

b. Time Frame

The time frame for the project shall be as follows:

- Qualification and Proposal Packages Due: February 8, 2007
- Selection and Award of Consultant Contract: March 22, 2007
- Start of Consultant Services: March 22, 2007
- Completion of Programming/Sketch Study Phase: July 2007
- Completion of Preliminary Design: October 2007
- Completion of Contract Document Phase: January 2008
- Bid and Award of Construction Contracts: February 2008
- Start of Construction: March 2008
- Completion of Construction: December 2008

c. History

The Ammerman Campus was founded in 1959 and occupies 156 acres. The topography of the Ammerman Campus is also an important characteristic as significant changes in elevation are prevalent relative to other locations on Long Island. The following table lists the buildings that occupy the campus, their year of construction, size and use:

AMMERMAN CAMPUS

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Ammerman	1934	1996	30,858	27,245	Administrative
2	Auto Tech	1994	-----	20,000	17,907	Instr./shop
3	Babylon Student Ctr.	1965	2003	75,103	56,072	Student Ctr.
4	Brookhaven Gym	1963	2006	56,594	53,589	Athletic
5	Child Care Ctr.	1983	1993	3,648	3,475	Child Care
6	Cottage	1926	1980	3,190	2,852	Administrative
7	Cottage Garage		-----	639	570	Storage
8	Guard Booth, Main	1987	-----	17	16	Security

9	Guard Booth, West	2004	-----	60	60	Security
10	Huntington Library	1966	-----	82,927	61,774	Library
11	Islip Arts	1964	2006	98,077	71,732	Instr./Theater
12	Kreiling Hall	1934	1961	23,607	21,460	Instr./Science
13	NFL	1920	1998	23,869	22,308	Administrative
14	Maint. Warehouse	1970	-----	33,517	32,495	Facilities
15	Annex (Modular)	1999	-----	10,000	8,890	Instructional
16	North	1991	-----	7,864	6,378	Administrative
17	Riverhead	1968	-----	117,762	101,705	Instructional
18	Sewage Treat. Plant	1967	1983	1,150	1,136	Sewage Plant
19	Smithtown	1967	2003	60,529	56,288	Instr./Science
20	Southampton	1970	-----	70,944	60,160	Instructional
Total				720,355	606,112	

d. Existing Conditions

Potable water is provided to the Ammerman Campus distribution system by the Suffolk County Water Authority (SCWA). There exist 18 fire hydrants on the campus at various locations. All hydrants have recently been equipped with branch valves and have been either repaired or replaced so as to meet SCWA standards. The College has also begun a maintenance program for all 18 hydrants.

In May 2006, at the request of the College, the SCWA conducted several flow tests on campus. The results indicated low pressure and flow at some locations. One of the eighteen fire hydrants was inoperable due to low flow and that hydrant has been identified as 'out of service'. The SCWA suggested that, before any design work take place to address the low flow conditions, a new flow test be conducted. The College is also in the process of entering into a maintenance agreement for the Ammerman Campus water distribution system. Any deficient aspects of the system would be corrected to meet SCWA standards as a part of the agreement.

There exists a fire sprinkler system in the Auto Tech building and a fire sprinkler system for the stage area of the Shea Theater, located in the Islip Arts Building. There also exists a CO₂ fire suppression system for the chemical storage room in the Smithtown Science Building. No other structures on campus are equipped with fire sprinkler systems.

2. Scope of Work

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

- Programming/Sketch Study

- Preliminary Design
- Contract Document
- Permitting
- Final Approval
- Bid and Award
- Construction

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

a. Programming/Sketch Study Phase

i. Project Specific Requirements

Consultant shall do the following:

- (1) Existing System Analysis – Conduct a complete analysis of the existing capacity and capability of the water distribution system to provide flow and pressure to all campus facilities, including but not limited to, existing buildings, irrigation systems, fire hydrants and fire suppression systems. All critical points on the water distribution system must be included in the analysis and all appropriate tests must be conducted to determine the flow and pressure that can be delivered by the existing system to these critical points.
- (2) Existing Demand Analysis -- Conduct a complete analysis of the existing campus water pressure and flow demand, with particular attention paid to peak demand times. Determine the current water pressure and flow demands and requirements of the College, including but not limited to, existing building use, irrigation, fire hydrants and fire suppression systems. Incorporate all applicable regulations that govern water pressure and flow requirements for all campus facilities (i.e. fire hydrants). Work closely with the Suffolk County Fire Marshal's Office, the SCWA and any other agencies as appropriate while conducting this analysis. Any deficiencies in the existing water distribution system should be noted when comparing existing capacity to existing demand.
- (3) New Fire Sprinkler Systems – Complete a survey of all campus buildings which do not have fire suppression systems (i.e. fire sprinkler systems). Prioritize the buildings and/or the areas within buildings that would benefit most from the addition of fire sprinkler systems. Work closely with the Suffolk County Fire Marshal's Office and the College to prioritize these areas.

- (4) College Expansion and Growth Analysis – Obtain from and review with the College proposed new building construction; proposed expansions of existing buildings, irrigation systems and facilities; and enrollment projections. Analyze and document the effects these project will have on campus water pressure and flow demands and requirements.
- (5) Capacity Expansion Analysis – Determine and document the flow and pressure increases required to satisfy each of the following conditions:
 - Address current pressure and flow deficiencies on campus.
 - Address additional pressure and flow demands for proposed fire sprinkler systems.
 - Address additional pressure and flow demands for complete fire sprinkler systems for the entire campus.
 - Address additional pressure and flow demands for proposed facility expansions and new building construction.
 - Address additional pressure and flow demands for any predicted enrollment increases.
- (6) Capacity Expansion and Fire Suppression Alternatives – Develop alternatives for increasing the capacity of the existing water distribution system to meet the various categories listed in the ‘Capacity Expansion Analysis’. Work with the SCWA to determine the feasibility of the various alternatives proposed. Determine the pros, cons and costs of the various alternatives so that the College can make educated decisions regarding the expansion.

ii. **Standard Requirements**

Consultant shall do the following:

- (1) Meet frequently with the appropriate College Administrative personnel to review project scope, develop alternatives, and prepare cost estimates, sketches of proposed schemes, and construction schedules.
- (2) Submit to the College for review and comment four sets of a report setting forth the findings, recommendations, proposed schemes, sketches, cost comparisons and estimates, and construction schedules. The College shall review the report to select alternatives, re-defining the project scope if needed, and critique cost estimates and construction schedules. Consultant shall make changes requested by the College and submit four sets for final approval.

b. **Preliminary Design Stage**

Upon approval of the Programming/Sketch Study Phase report, Consultant shall do the following:

- i. Prepare preliminary contract documents for the project.
 - (1) All contract documents must reflect the requirements of General Municipal Law 101 (Wick's Law) and comply with all applicable local, State and Federal laws and codes including but not limited to the laws or codes of the Suffolk County Department of Public Works, the Suffolk County Department of Health Services, the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority, Keyspan, the State of New York, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency. Any required tests and inspections shall be incorporated into the contract documents.
 - (2) Drawings shall consist of plans, one-line diagrams, system schematics, installation details, equipment elevations and other drawings to fix and illustrate the size and character of the project in its essentials.
 - (3) Drawings shall be prepared using a computer aided drafting and design (CADD) system, equal to or compatible with AutoCad Release 2006 from Autodesk.
 - (4) Along with the drawings, Consultant shall prepare outline specifications detailing the primary equipment and materials proposed for the project. Outline specifications shall be prepared in 16-division Construction Specification Institute (CSI) format.
 - (5) All drawings, tracings and specifications prepared by Consultant shall become the property of the College upon their approval and acceptance in writing by the College or upon termination of Consultant's services. The College may elect to put such documents on its website in read-only format to facilitate the bidding on the construction phase of the project. Consultant shall retain the copyright on such documents.
- ii. Prepare a detailed preliminary cost estimate.
 - (1) The cost estimate shall be prepared in sufficient detail to insure that the project scope is in compliance with the project budget.
 - (2) The estimate shall offer alternatives and cost comparisons. A revised construction schedule shall also be prepared.
- iii. Submit to the College for approval two sets of the preliminary drawings, outline specifications, cost estimates and construction schedules. The College shall review the submission, indicating required changes or revisions.

c. Contract Document Stage

Upon approval of the College of the Preliminary Design submission, Consultant shall do the following:

- i.** Prepare quality contract drawings and specifications required for the project, based on the College's review and comments during the Preliminary Design Stage.
 - (1) The drawings shall be prepared in sufficient detail, as acceptable to the College, to illustrate the work of each contract.
 - (2) Drawings shall reflect necessary project phasing to maintain occupancy and educational usage of portions of the campus during construction.
 - (3) Drawings shall be prepared on minimum 30 by 42-inch sheets (D-size) utilizing a computer aided drafting and design (CADD) system equal to or compatible with AutoCad Release 2002. Drawings shall be in a format which can be posted on the College's website or provided by the Consultant to bidders directly.
 - (4) Detailed technical specifications shall be written in 16-division CSI format.
 - (5) Specifications shall be typed either in Microsoft Word, or a compatible format which can be posted on the College's website.
 - (6) Specifications shall be merged with the College Project Manual, which will also be posted on the College's website or provided to bidders by the Consultant directly.
- ii.** Make several drawing and specification submissions to the College.
 - (1) The College shall review the submissions with reasonable promptness advising Consultant of required changes and revisions.
 - (2) Each drawing and specification submission shall be accompanied with a detailed cost estimate of increasing accuracy reflecting the greater level of detail contained in the drawing and specification submissions.
 - (3) The design shall be adjusted to ensure that project cost remains within the project budget.
 - (4) Drawings and specifications shall be prepared in compliance with all applicable Federal, state and local codes including but not limited to Wick's Law, if applicable, the laws or codes of the Suffolk County Department of Public Works, the Suffolk County Department of Health Services, the Suffolk County

Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority, Keyspan, the State of New York State, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency, and the codes and standards of ANSI, ASTM, NEMA, NFPA, IEEE, and other nationally recognized associations. Any required tests and inspections shall be incorporated into the contract documents.

- (5) Upon acceptance by the College of the contract documents and prior to submissions to the appropriate agencies for code compliance, Consultant shall submit to the College one (1) set of drawings, (1) set of half-size bound drawings on minimum 24-lb bond paper, and one (1) copy of bound specifications.

d. Permitting

Consultant is responsible for filing for and obtaining all applicable permits for the project BEFORE final approval of the contract documents by the College. Projects can not proceed to the Bidding stage until all applicable approvals are obtained. Consultant is solely responsible for determining which permits and approvals must be obtained given the nature of the project.

- i. Consultant shall discuss with the College which permits and approvals must be obtained before Consultant makes any submissions to the appropriate agencies. Consultant is encouraged to communicate with the various regulatory agencies throughout the project to avoid substantial design changes at this stage.
- ii. At a minimum, the following permits and approvals must be obtained, if applicable, by Consultant, unless otherwise directed by the College or the applicable regulatory agency:
 - (1) Building Permits for all building renovations and new construction from the Suffolk County Department of Public Works (SCDPW), as defined by the Building Code of New York State, Chapter 1, Section 101. In addition, approval from the Suffolk County Department of Fire, Rescue and Emergency Services (Fire Marshal) must also be obtained. Typically, the SCDPW will forward submissions to the Fire Marshal's Office for review on behalf of the submitter. However, it is ultimately Consultant's responsibility to obtain all permits and approvals. Approval for all projects must be obtained from the Fire Marshall even if building permits are not required.

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

- (2) Any and all applicable Suffolk County Department of Health Services (SCDHS) approvals. These include, but are not limited to, sanitary system connections, sewage treatment systems, domestic water systems and connections, underground and above ground storage tanks and food services.
 - (3) Any and all required Suffolk County Water Authority approvals, including but not limited to Reduced Pressure Zone (RPZ) installations.
 - (4) Any and all required Long Island Power Authority (LIPA) approvals, including but not limited to power supply and connections.
 - (5) Any and all required Keyspan approvals, including but not limited to gas supply and connections.
 - (6) Any and all applicable New York State Department of Environmental Conservation (NYSDEC) approvals.
 - (7) Any and all applicable Environmental Protection Agency (EPA) approvals.
 - (8) Any and all other local, State or Federal approvals, as may be required.
- iii. Any changes or modifications to the contract documents or any other document preparations and submissions necessary to obtain all applicable permits and approvals shall be performed by Consultant at no additional charge to the College.
- iv. Any changes or modifications to the contract documents, scope of work or nature of the project required as a result of the various permitting processes shall be documented and summarized by Consultant and presented to the College for review and approval before these changes are made and submitted to the various regulatory agencies. The College reserves the right to request alternate or additional changes to the contract documents if the regulatory review process adversely affects its intended purpose or scope. All these changes shall be made by the Consultant at no additional cost to the College.
- v. Once obtained, all permits and approvals required must be submitted to the College by Consultant. Consultant shall also submit a letter to the College certifying that all required permits and approvals for the project have been obtained and that there is no regulatory reason not to proceed with the project.
- e. **Final Approval**

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

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

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

f. Bid and Award Stage

During the Bid and Award phase, Consultant shall do the following:

- i. Provide drawings, specifications, wage rate schedules and project manuals to prospective bidders and manage the collection of contract document deposits according the General Municipal Law.
- ii. Attend a pre-bid meeting to describe and discuss the project with prospective bidders, answer any questions concerning the bid documents during the bid period, and issue any required addenda including written addenda and revised drawings as required.
- iii. Assist the College in tabulation of bids and review of bid documents for conformance with bid requirements.

- (1) If the College receives bids that are over the final cost estimate, Consultant shall revise the bid documents to bring the work within the project budget, and allow re-bidding of the entire project or certain components of the prime contracts. Consultant shall not receive additional compensation for the services associated with re-bidding.
- (2) Upon receipt of acceptable bids, Consultant shall review the qualifications of the lowest responsible bidder for each contract, and make recommendations for award in written form.

g. Construction Stage

During the Construction Phase, Consultant shall do the following:

- i. Make a minimum of one weekly site visit (more if required by job conditions) to review construction in progress. The purpose of the visits is to be familiar with the progress and quality of the work and to determine if the work is in accordance with the Contract Documents.
- ii. Manage and/or perform all necessary inspections and testing required by the applicable codes and regulatory agencies. Certify, in writing, all test reports and inspection documentation and submit to the appropriate regulatory agencies, as required, with copies to the College.
- iii. Administer weekly progress meetings during which Consultant shall take minutes, distributing the minutes to prime contractors and College administrative personnel.
- iv. Review and approve samples, schedules, and shop drawings for conformance with the Contract Documents, as outlined in the Project Manual General Conditions. Maintain logs of such reviews.
- v. Prepare supplemental and explanatory drawings and sketches as required to clarify or amplify the Contract Documents.
- vi. Review and approve periodic payment requests.
- vii. Review and approve change orders as deemed necessary.
- viii. Witness performance tests of all installed equipment and systems.
- ix. Assist the contractors in startup, testing and commissioning of primary systems and equipment.

- x. At substantial completion, prepare punch-lists of incorrect or incomplete work. Make final inspections to insure that all work has been completed, and that all systems are operational.
- xi. Make recommendations to the College that the contractors have completed all required contract work.
- xii. Assemble written guaranties and warranties from the contractors and submit to the College.
- xiii. Review and approve of contractor's operations and maintenance manuals.
- xiv. Review and approve of the "as-built" drawings prepared by the contractors. If requested, Consultant shall provide electronic copies of the design drawings in CAD format to contractors so that as-built drawings may be generated.
- xv. Review and approve of final payments to the contractors.
- xvi. Provide written certification that the work is in accordance with the Building Code of New York State and provide any other written certifications as required by the various regulatory agencies.
- xvii. Provide a complete set of as-built drawings for the project in the following formats:
 - (1) One set of four (4) mil Mylar reproducible drawings;
 - (2) Two (2) sets of full size drawings;
 - (3) Two (2) copies of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files shall be complete, illustrating the complete drawing that is provided. (Drawings utilizing background "X-reference" files shall include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in "opening" the files. Drawings shall be in a CAD format.
- xviii. Obtain a Certificate of Occupancy at the completion of the project from the SCDPW. The College shall receive complete copies of any submissions made to SCDPW in order to obtain a Certificate of Occupancy.

3. Option No. 1 - Construction Oversight (add alternate)

Consultant shall provide alternatives for construction oversight services ("clerk of the works") for the duration of the project. The recommended personnel shall be experienced with projects of a similar nature, and this experience shall be documented on resumes to be submitted as part of the response to this RFP.

Consultant shall provide a breakdown of the time to be allotted and the level of communication to be established between Consultant's representative and College personnel for each alternative.

Whether or not these services will be selected as part of Consultant's scope of work shall be at the discretion of the College. These services shall be considered as a separate item from the base proposal.

End of text for Section III

**Section IV
Cost Proposal**

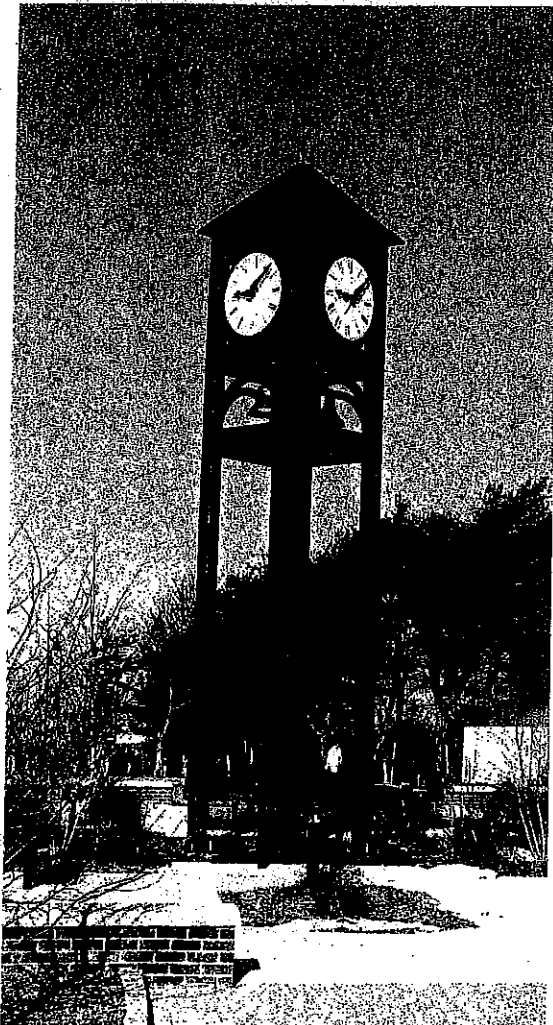
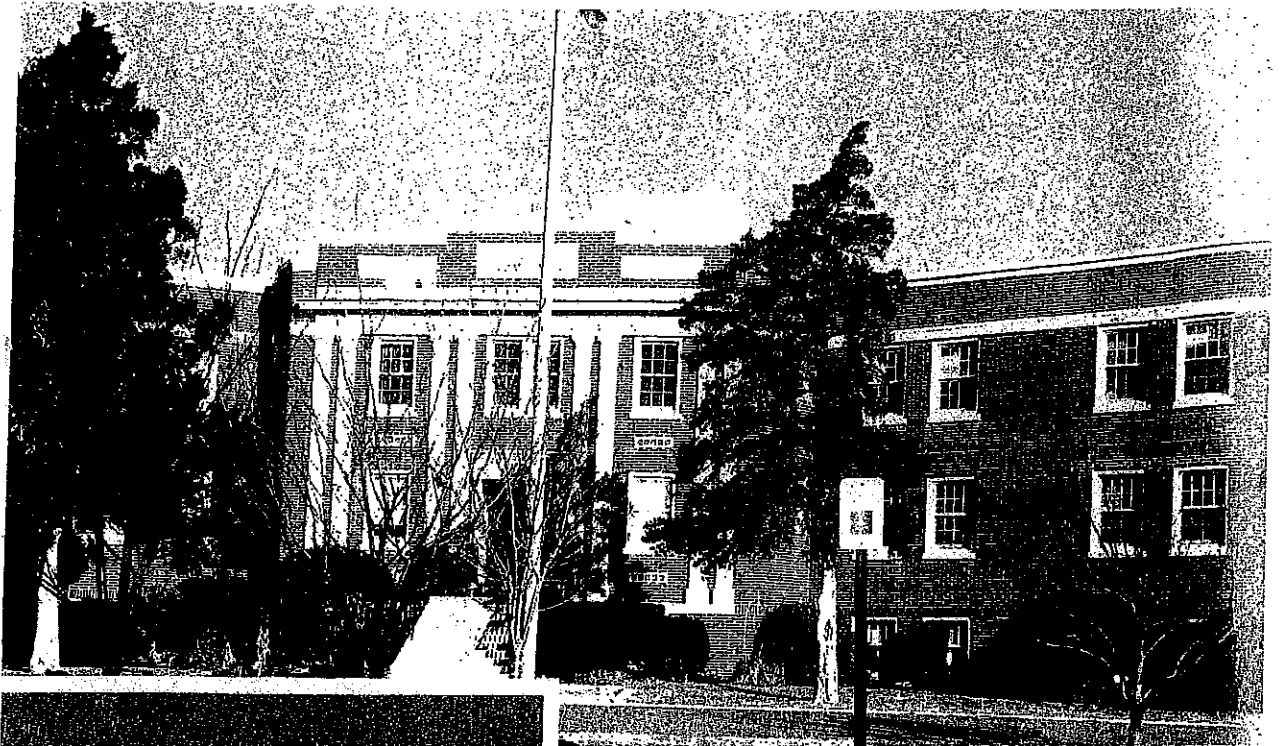
1. Cost proposals must be provided in a **separate sealed envelope**. The base bid shall be set forth separately from the add alternate bid but may be included in the same sealed envelope.
2. Consultant should provide all information it deems necessary to explain or clarify its Cost Proposal.
3. **Payment Schedule**

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

<u>Phase</u>	<u>Percentage</u>
Programming/Sketch Study	15%
Preliminary Design	15%
Contract Document	30%
Permitting	10%
Final Approval	5%
Bid and Award	5%
Construction	<u>20%</u> 100% (base bid)
Construction Oversight	100% (add alternate)

End of text for Section IV

ENGINEERING SERVICES PROPOSAL



Design of Fire Sprinkler Systems and Water Distribution Infrastructure Improvements at the Ammerman Campus

February 2007



200 Old Country Road, Suite 670
Mineola, New York 11501
516.484.1020
fax 516.484.0926

Company Profile

General Information

Technical Approach

Expertise

Quality Control

Financial Viability

Proposed Technical Services

Project Scope

Scope of Work

Cost Proposal

Separate Envelope

Sub Contractors

Forms

County Disclosure SCEX Form 22

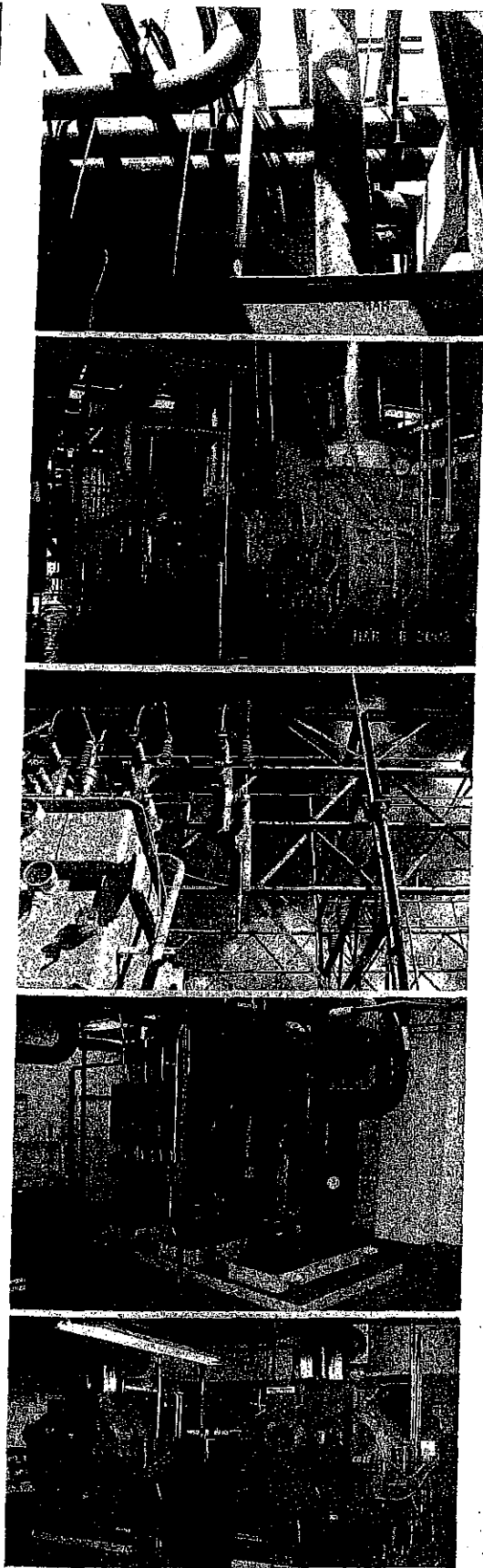
County Bid Certification Form SCPD-7

Living Wage Forms

Certificate of Authorization

Lizardos Engineering Associates, P.C.

Company Profile



GENERAL INFORMATION

Lizardos Engineering Associates, P.C. (LEA) is a leader in mechanical and electrical engineering providing services to the collegiate community. Our services include master and site planning of central utility plants, design of site utilities, building heating and air conditioning systems, electrical power and distribution, lighting, plumbing, fire protection, security, communication systems, and construction administration, whether the project be new construction, renovation or retrofit.

Since 1965, our staff has been committed to meeting our clients' needs by designing state-of-the-art and efficient facilities. During our continued growth, we have been successful at building a staff that embodies these ideals. They take the time to understand our clients' needs and schedules, and offer creative solutions to meet tight project budgets and deadlines.

Our firm's 9 principals are licensed professional engineers who share equally in the firm's management and design. Often they have overlapping client responsibilities, enabling clients the flexibility of having several different teams knowledgeable about their facility to prevent scheduling tie-ups and keep projects on schedule. Each of our projects are led by a principal of the firm.

Our 70 employees are equally dedicated to meeting our client's needs. Their expertise compliments that of our principals.

Together working as both prime consultant and as a member of the architect's team,

LEA has been involved in the design of new and renovated campus facilities including:

- Administrative Buildings
- Academic Buildings
- Incubator Laboratories
- Laboratories/Research
- Maintenance/Storage
- Libraries and Museums
- Cafeterias/Dining Halls
- Classrooms
- Residence Halls
- Theatres
- Athletic Facilities
- Pools
- Student Centers
- Central Plants

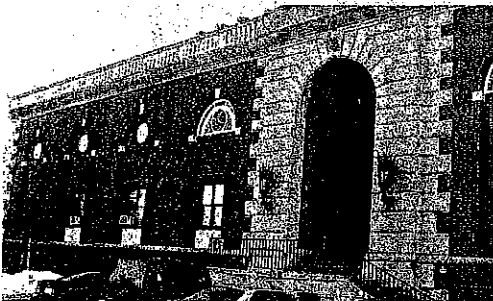
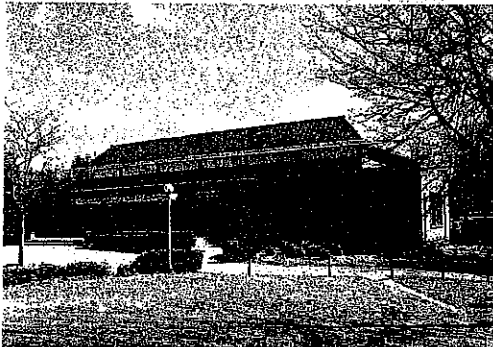
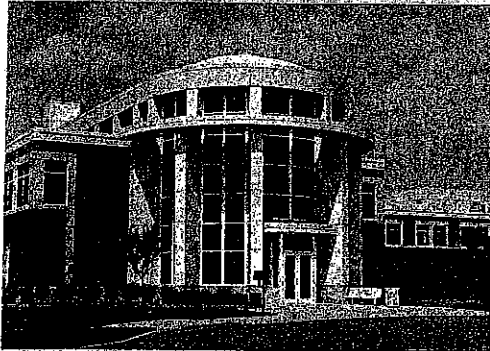
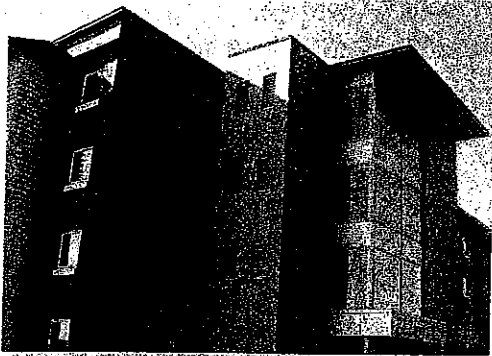
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- Cost Estimates
- Site Utilities
- Life Cycle Studies
- Operating/Maintenance Manuals

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- Electric Service
- Medium and High Voltage
- Motor Controls
- Emergency Power
- Uninterruptible Power
- Interior and Exterior Lighting
- Fire Alarm
- Lightning Protection/Grounding

Plumbing/Fire Protection

- Site Water Distribution
- Hot and Cold Water Supply
- Toilets and Shower Rooms
- Fire Detection/Suppression
- Fire Sprinkler Systems
- Storm Drainage Systems
- Sanitary and Waste Systems

HVAC

- Boiler Plants
- Refrigeration Plants
- Air Conditioning/Ventilation
- Humidification/Dehumidification
- Ductwork Distribution
- Hydronic Heating System
- Underground Piping
- Building Automation Systems
- Laboratory Ventilation
- Specialized Research

Security

- Card Access
- Surveillance Systems
- CCTV
- Alarm Systems
- Fire Alarm

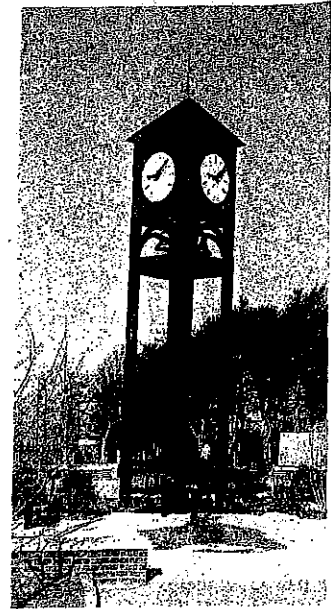
Construction Services

- Project Administration
- CPM Scheduling
- Shop Drawing Review

Commissioning

TECHNICAL APPROACH

The Ammerman Campus of Suffolk County Community College is the largest of the three campuses with the greatest student population. The twenty (20) buildings and structures on the campus comprise nearly three quarters of a million square feet - significant and valuable properties requiring adequate protection from fire. Unfortunately, nearly all of the buildings were constructed at a time when the installation of a fire protection system was not required. Among the chief objectives of this project are first to identify and prioritize the feasibility and cost of installing fire sprinkler systems in each building, and to identify improvements necessary in the existing looped campus water distribution system to provide adequate water pressure for the systems.



Clocktower

The project budget of \$1,068,000, inclusive of design and construction expenditures is clearly inadequate to design and install sprinkler systems in all buildings combined with the necessary site water loop improvements. In the *Programming/ Sketch Study Phase*, LEA will:

- Survey all buildings to determine the water demand necessary for sprinkler coverage in each building along with associated construction costs.
- Identify additional water demand expected from new buildings planned for the campus.
- Prioritize buildings in order of importance and hazard.

The findings and recommendations of this initial investigation will be shared with our subconsultant, P.W. Grosser Consulting Engineer, P.C. (PWCE) and communicated to the Suffolk County Water Authority (SCWA). The SCWA will be asked to:



Ammerman Administration Building

- Analyze the existing looped water distribution system to determine system capability to deliver the required flow and pressure for the building sprinkler services.

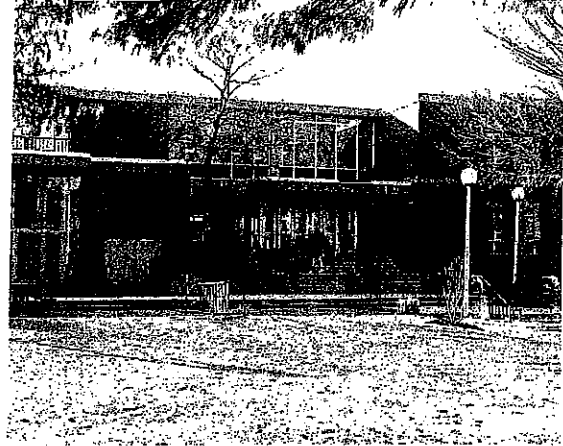


NFL Building

- Determine water demand capability at existing hydrants and connections based upon hydrant flow test data.
- Consider the impact of proposed College expansion and growth.
- Identify improvements and alternatives necessary to upgrade the existing distribution system to meet proposed sprinkler, hydrant and new building demand requirements.
- Quantify the costs associated with the improvements and alternatives developed for the site distribution upgrades.

- Communicate the analyses, findings, recommendations and cost estimates for the site distribution to LEA and PWGC for incorporation into the Programming/Sketch Study Phase Summary Report.

LEA, PWGC, SCWA and the College will then meet to review the Report and to develop a program for implementation that is within the project budget. The program is expected to include work involving the upgrades to the site distribution system as well as fire sprinkler installations in one or two high priority buildings.



Babylon Student Center

Upon acceptance of the proposed plan by the College, the project will enter the *Preliminary Design Phase*. During this phase, the LEA/PWGC team will:

- Prepare AutoCAD preliminary drawings and outline specifications for buildings to receive fire sprinkler system installations.
- Direct SCWA in preparing preliminary drawings and outline specifications for site water distribution upgrades including the additional underground distribution piping, additional fire hydrants, possible new fire pump house, use of site storage tank, etc.



Kreiling Hall

- Re-estimate installation costs to insure project remains on budget.

Once the College has approved the Preliminary Design Submission, the LEA/PWGC/SCWA team will enter the *Contract Document Phase*. During this phase the team will :

- Prepare final AutoCAD drawings and detailed technical specifications for installation of fire sprinkler systems in the selected buildings.

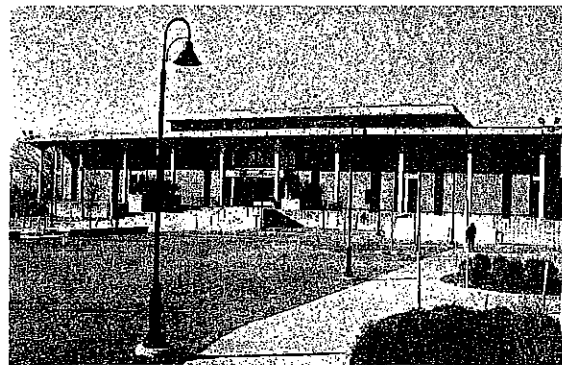
- SCWA will prepare final drawings and

specifications for the site water distribution system upgrades.

- Prepare final estimates for the proposed work.

Upon approval of the College for the Contract Document Submission, the LEA/PWGC/SCWA team will submit drawings and specifications to the Suffolk County Department of Public Works to obtain all required permits. During the *Permitting Phase*, the team will :

- Meet with SCDPW representatives to explain the drawings and specifications to expedite the approval process.
- Meet with the Fire Marshal to explain the drawings and specification submissions.



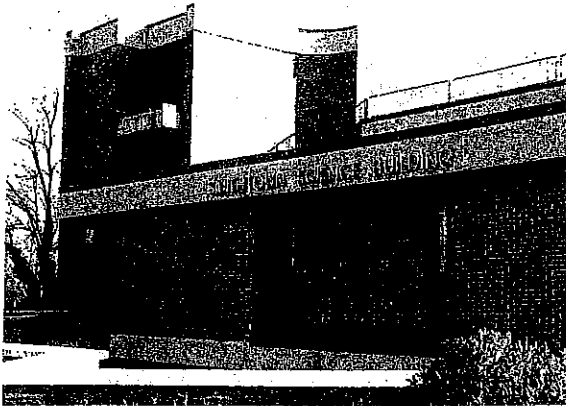
Huntington Library

- Meet with the Suffolk County Department of Health Services (SCDHS) to obtain any required permits.
- Make any necessary changes to drawings and specifications to obtain final approval from the College.

The team will then submit the required reproducible contract documents to the College to allow the documents to be reproduced for bid.

During the *Bid and Award Stage*, the design team will :

- Attend pre-bid conferences explaining the project to prospective bidders.
- Answer contractor's questions concerning the bid documents.



Smithtown Science Building

- Issue any required clarifying addenda.
- Assist the College by tabulating bids during the bid opening.

During the *Construction Stage*, the team will :

- Witness performance tests
- Assist in start-up, testing and commissioning of systems
- Review operations and maintenance manuals
- Assist in project closeout
- Review SCWA's supervision of contractors in the completion of the site water main upgrade construction.



Southampton Building

As alternate work, LEA will provide an experienced construction supervisor to provide ten (10) hours per week of on-site Construction Oversight supervision of work in progress.

(Note the foregoing *Technical Approach* was not intended to be a complete depiction of all services to be provided by the LEA/PWGC/SCWA team. See the Technical Services section of this proposal for a complete explanation.)

EXPERTISE

Lizardos Engineering Associates, P.C. (LEA) has designed and supervised the installation of fire protection and detection systems for over 40 years. Our projects have included collegiate buildings, high-rise commercial office buildings, hospital and health care facilities and industrial complexes. The expertise of our plumbing and fire protection staff includes:

- Hazard Assessment
- Code Review
- System Selection
- Water Demand Determination
- Wet and Dry Pipe Sprinkler Design
- Hydraulic Calculation
- Shop Drawing Review
- Construction Supervision
- System Commissioning

For hydraulic calculations we utilize the Hass Program (i.e., Hydraulic Analyzer of Sprinkler Systems), the industry standard. The design of fire protection systems is to be accordance with NFPA 13 and 14.

To further acquaint Suffolk County Community College (SCCC) with the breadth of our experience, we have included the following project profiles:

- New York University - Weinstein Dormitory
- St. Francis Hospital - New Operating Rooms and Patient Building (under construction)
- Suffolk County - H.L. Dennison Building Renovation
- Suffolk County - Criminal Courts Building

We have also profiled two recent collegiate projects wherein we integrated existing sprinkler system devices into new fire alarm systems:

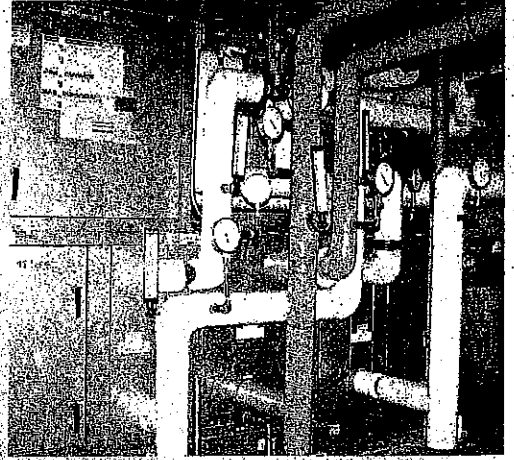
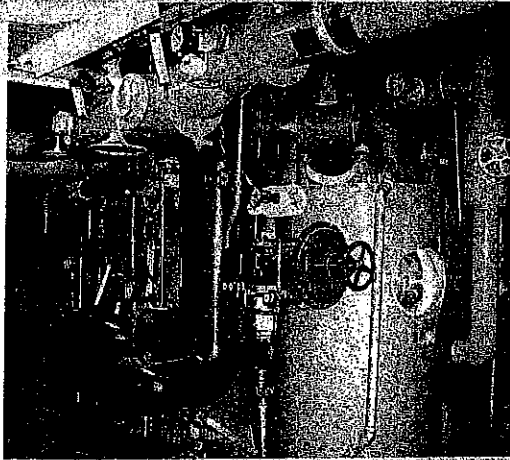
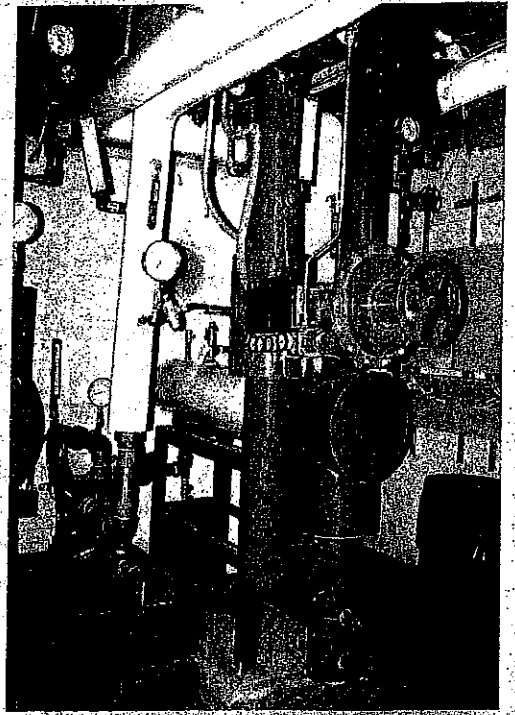
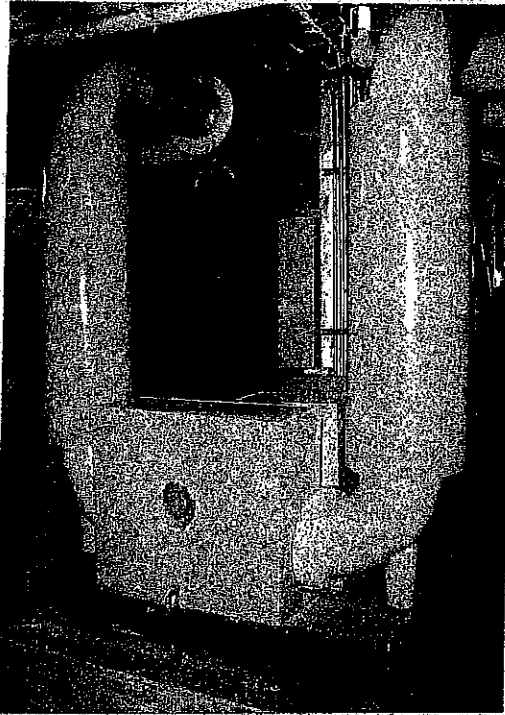
- New York University - Hayden Hall
- New York University - D'Agostino Hall

Lizardos Engineering Associates, P.C.

New York University - Weinstein Hall

Infrastructure System Upgrade for Dormitory

For the upgrade to the nine-story Weinstein Hall dormitory, LEA prepared contract documents for a major MEP renovation. Among the improvements designed, were the replacement of 7 air-handling units, 4 high-temperature hot water (HTHW) heat exchangers, new chilled and heating hot water piping, complete new DDC building automation system, power to HVAC motors, new fire alarm system and fire sprinklers throughout the new 9 story building.



Completion Date: 2005
Construction Cost: \$3,500,000
Reference: Mr. Martin Kushing, New York University
269 Mercer Street, New York, NY 10013
212-698-1405

Lizardos Engineering Associates, P.C.

Two Boro Plaza, Suite 1500
New York, NY 10121
Tel: 212-693-5121
Fax: 212-693-5121

200 Old Country Road, Suite 570
Mineola, NY 11564
Tel: 516-487-1020
Fax: 516-487-0120

www.lea-nyc.com

St. Francis Hospital

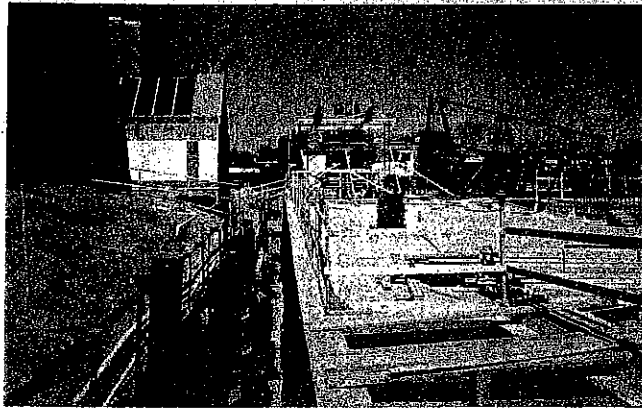
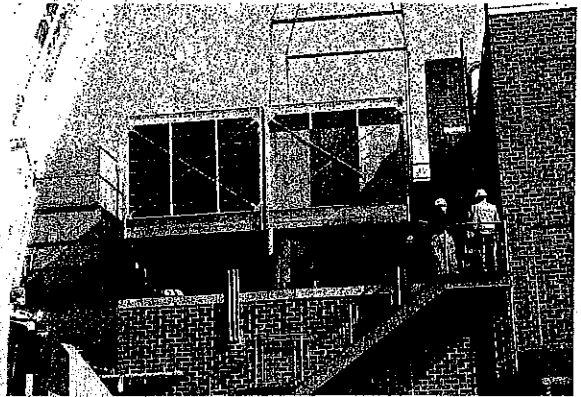
Renovation and Expansion

St. Francis Hospital's Heart Center, a renown cardiac care center in Roslyn, NY is currently undergoing a \$190 million renovation and expansion. LEA is providing mechanical, electrical and plumbing design services to Larsen Shein Ginsberg Snyder, Architects for this multi-phased project.

The new Medical Tower, to be constructed as part of the project, will include a basement level with 8 cardiac operating suites, 3 cardiac catheterization laboratories, and several imaging suites used for x-ray, cat scans and MRI's. Patient floors above the operating level will provide 85 new beds through a mixture of intensive care, recovery and patient rooms. LEA is designing the new HVAC, electrical distribution, lighting, plumbing and fire protection systems.

The existing central utility plant serving the Hospital will be extensively renovated through the installation of three 500 BHP high pressure steam boilers, new deaerator, two new 500 ton centrifugal chillers, two-cell 1200 ton cooling tower, along with associated pumps and piping. The cooling tower work includes structural steel supports, vibration and sound attenuation, chemical treatment, filtration, make-up, etc. The existing building automation system will also be expanded to accommodate the new equipment.

Additional phases of the project include extensive renovations to the critical care and patient spaces in the existing Hospital and construction of a new 300+ car parking garage.



Construction Cost	\$190 Million (estimated)
Project Completed	2007 (estimated)
Reference	Robert Larsen, AIA Larsen Shein Ginsberg Snyder

Lizardos Engineering Associates, P.C.

Two Penn Plaza, Suite 1500
New York, NY 10121
T 212 292 5121
F 212 292 5122

200 Old Country Road, Suite 670
Mineola, NY 11501
T 516 484 1020
F 516 484 0926

www.leaassoc.com

SUFFOLK COUNTY

Renovation of the Mechanical and Electrical Systems for Office Facility

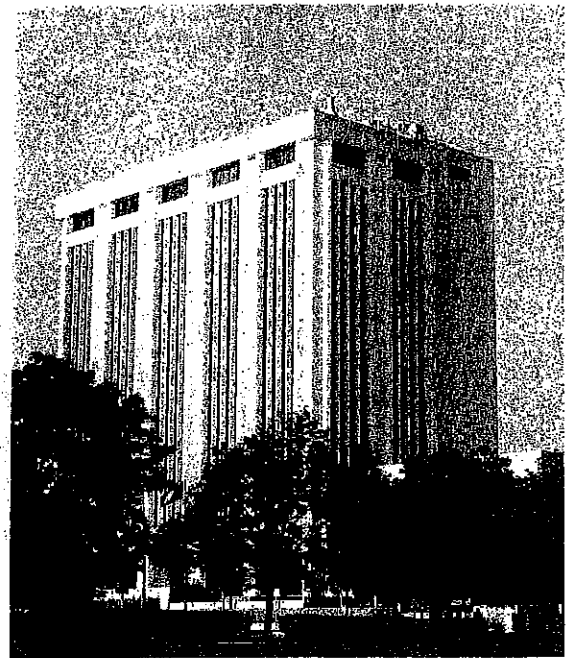
LEA prepared contract drawings and specifications for the mechanical/ electrical renovation of this 12-story 240,000 SF office building.

The HVAC design involved a complete replacement of the existing induction air system in the building with a new constant volume system. A new rooftop air handling unit was designed consisting of three smaller units joined with common return and supply plenums. The rooftop unit down-fed air through new ductwork risers to the upper nine floors of the tower portion of the building. The lower three floors and basement were served by an air handling unit in the basement also consisting of three smaller units combined with common return and supply air plenums. A seventh unit served the atrium and building lobby. New supply, return, and exhaust ductwork were provided for all floors and the basement.

In addition, the installation of a new 800 ton cooling tower and new 500 ton electric centrifugal chiller were designed to augment the existing chilled water and condenser water systems in the building. The existing high temperature hot water boilers in the building were designed to remain in service, although discharge temperature was reduced and a new combustion control system was designed.

A new central building automation system was designed to control all air handling units, pumping systems, cooling tower and chillers. A new smoke purge system was also designed.

The electrical upgrade included alterations to the existing service switchboard, and a new electric distribution system throughout the building. The electrical distribution system provided power to the new HVAC system. New high efficiency fluorescent lighting was provided for all floors along with new site and parking lot lighting. The lighting system was integrated into the central building automation system thereby providing for central lighting control. A new addressable fire alarm system was designed with new security system. In addition, a new wet pipe fire sprinkler system was provided throughout the building.



Estimated Cost:

\$18,000,000

Name of Owner:

Suffolk County

Name of Reference:

Thomas LaGuardia, Chief Engineer

335 Yaphank Avenue

Yaphank, NY 11980

631-852-4226

Telephone Number:

Lizards Engineering Associates, P.C.

100 Albany Street, Suite 4000

New York, NY 10022

Telephone: 212-465-1000

100 Old Country Road, Suite 600

Great Neck, NY 11021

Telephone: 516-466-1000

Fax: 516-466-1002

www.lizards.com

Suffolk County

New Fire Protection System for Criminal Courts Building

LEA provided contract documents for a new sprinkler system to serve the upper six floors of the original wing of the Criminal Courts Building. The system was designed to be tapped off the existing sprinkler system serving the new wing of the building.

A new riser was provided with individual OS&Y valves, tamper and flow switches for each floor. Each tamper and flow switch is wired back to the new alarm panel serving the building. Sprinkler design was based on an ordinary hazard (Group 1) occupancy based on the type of construction and usage of the building.

The distribution piping was sized first by the pipe schedule method from NFPA 13, and then modified by computerized hydraulic design utilizing the Walsh Engineering Sprinklercalc software program. The design also utilized the existing fire pump serving the existing system.



Reference:
Suffolk County, Department of Public Works
650 Yaphank Avenue
Yaphank, New York 11989
Mr. Thomas LaGuardia, P.E.
609-552-4226

Lizardos Engineering Associates, P.C.

New York University - Hayden Hall

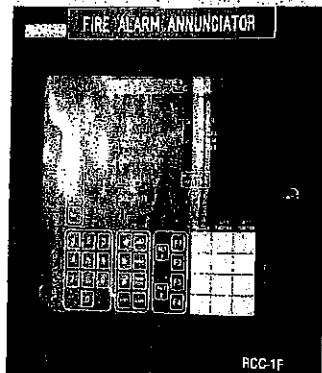
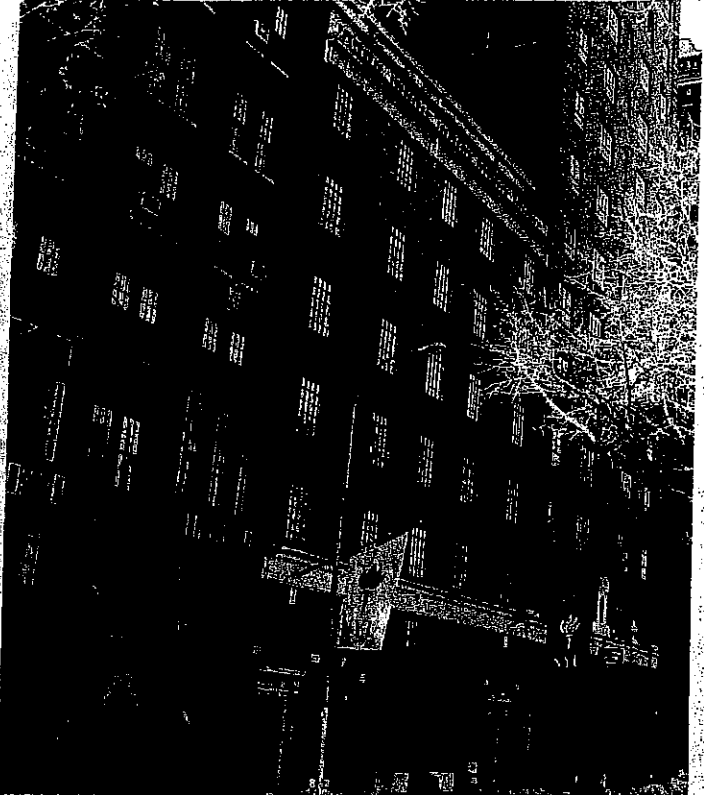
Renovation of the Fire Alarm System

LEA prepared contract documents for a new Fire Alarm System for this NYU dormitory to comply with NFPA 72, New York City Building Code and NYC Fire Department requirements.

A new control panel (FACP) was installed and is an analog addressable device point and software defined group annunciated with combination smoke detectors with audible base for the apartments, manual pull stations, horns, strobe lights and smoke detectors.

The FACP integrates the combination fire alarm horn/strobe lights, addressable manual fire alarm stations and apartment smoke detectors with audible bases and smoke detectors in common corridors, electric rooms, MER's, and elevator lobbies, individual addressable Modules, non-addressable alarm initiating, supervisory and status monitored devices integrated into the fire alarm system via the individual addressable Module circuits.

The system also included sprinkler waterflow switches, sprinkler valve tamper switches, fire pump on, and power failure, control zone addressable modules.



Completion Date 2002
Construction Cost \$750,000

Reference Mr. Martin Kushner
New York University
269 Mercer Street
New York, NY 10003
212-998-1405

Lizardos Engineering Associates, P.C.

Two Penn Plaza - Suite 1500
New York, NY 10021
Tel: 212-202-5124
Fax: 212-202-5122

200 Old Country Road - Suite 670
Mineola, NY 11508
Tel: 516-204-1000
Fax: 516-204-0320

www.leapc.com

Lizardo Engineering Associates, P.C.

New York University - D'Agostino Dormitory Renovation of the Fire Alarm System

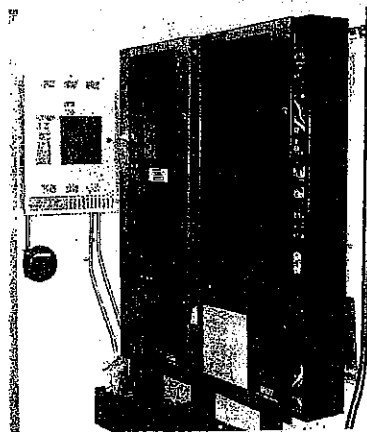
LEA prepared demolition and new fire alarm system contract documents for a new Fire Alarm System for this NYU dormitory to comply with NFPA 72, New York City Building Code and NYC Fire Department requirements.

Design included a complete operational individually coded interior fire alarm system with new addressable manual pull station, smoke detectors, horn and strobe lights to meet ADA requirements. New duct and area smoke sensors were provided for compatibility with new fire alarm control panel.

The air handling system and return exhaust fan control circuits were modified for fire alarm system fan shutdown.



The existing sprinkler waterflow alarm and valve tamper switches were connected to the new FACP via addressable interface relays.



Completion Date: 2007

Construction Cost: \$750,000

Contractor: Mr. Martin Kucharski
New York University
208 Morris Street
New York, NY 10003
212-998-3100

Lizardo Engineering Associates, P.C.

1000 Broadway, Suite 1000, New York, NY 10018
Tel: 212-998-3100 Fax: 212-998-3101
www.lea.com

Nassau County Correctional Facility

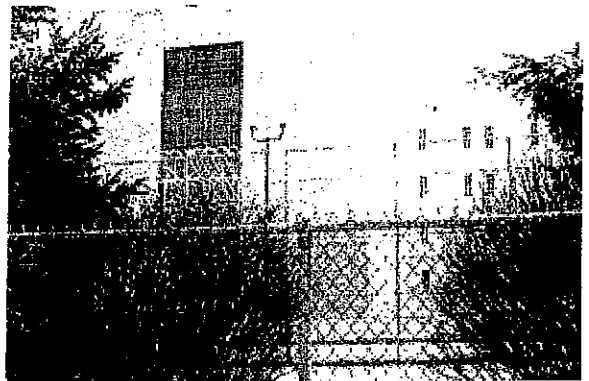
Renovation to the Fire Alarm and Fire Protection Systems

The Nassau County Correctional Center (Correctional Center), operated by the County of Nassau, is a maximum security facility. It can house in excess of 1,800 inmates per day, though it typically houses between 1,400 and 1,500 inmates. Inmates housed at the facility are awaiting trial, awaiting sentencing or serving a sentence of less than one year. Approximately 1,200 full-time and part-time County employees are employed at the Correctional Center, most of which are correction officers.

LEA designed the replacement of the antiquated and non-functional fire alarm systems to meet with Fire Department's requirements for both 6 story buildings of the Nassau County Correctional Center.

Smoke detectors were installed in each cell. A central monitoring system with a new graphics packaged was designed to permit the monitoring and controlling of the entire complex from one location.

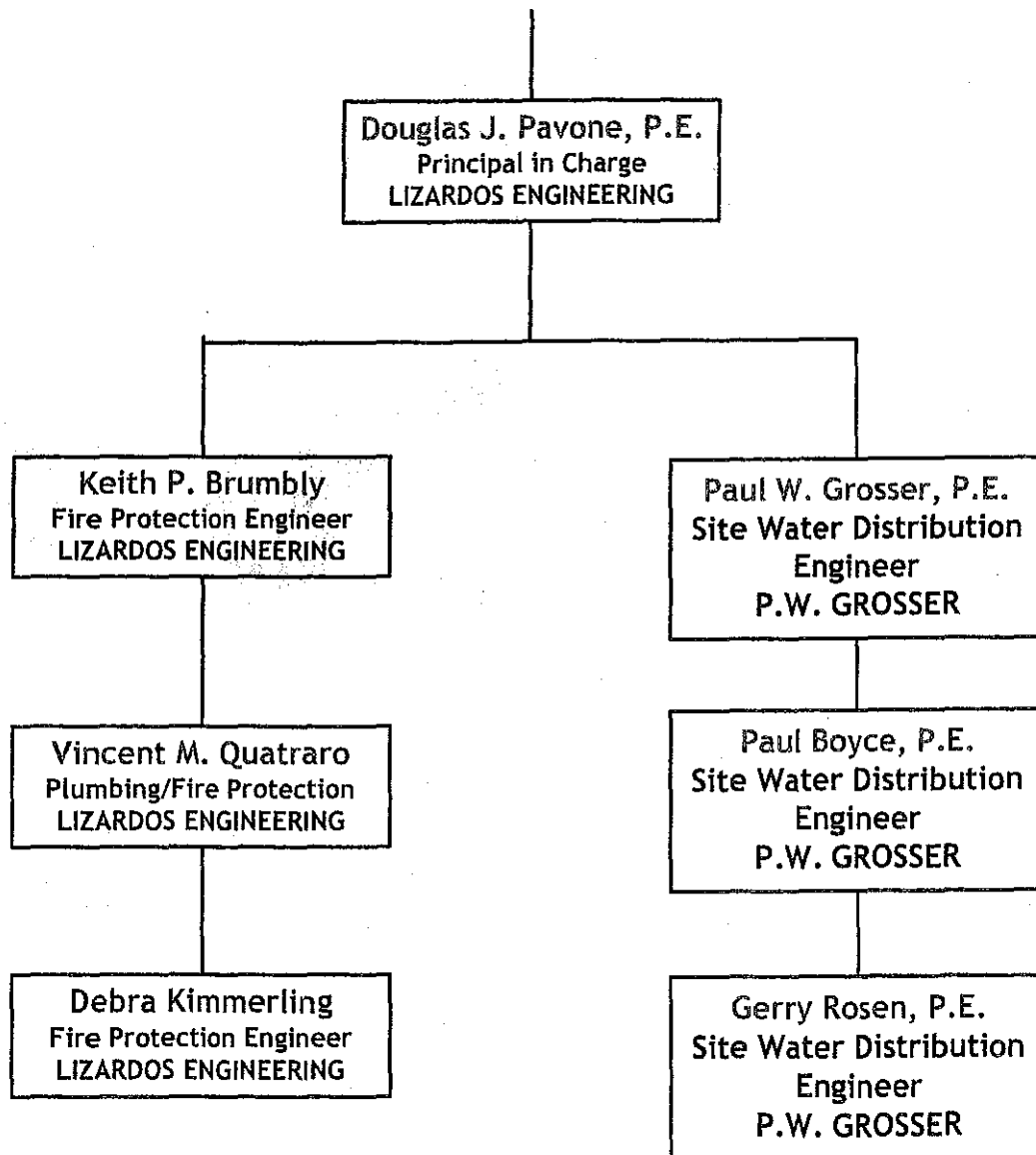
The project also included the design of new sprinklers throughout the entire facility.



Reference:
NASSAU COUNTY DEPT.
192 Prospect Avenue
Westbury, New York 11590
Mr. Mark Bernhoff
Tel: 516-337-4688

For this important project we have assembled an experienced team of fire protection engineers from our firm and water distribution engineers from P.W. Grosser Consulting Engineers, P.C.

Our proposed project team organizational chart is illustrated below, with resumes of team members following.



Education

B.S.A.E. (Aerospace/Mechanical Engineering) - Syracuse University (1970)

M.C.E. - (Civil Engineering) - Cornell University (1977)

Additional coursework in HVAC and Piping at New York University (1971-1972) and in Steam Plants and Process Piping at the University of California at Berkeley (1975-1976)

Registrations

P.E. - New York (1978 - #56144), New Jersey, Rhode Island and Puerto Rico
NCEES

Societies and Affiliations

NSPE; CEC/NYS

Joined LEA

April 1983

Experience With Others

13 years

Professional Experience

Suffolk County Community College, Selden, NY. Brookhaven Gymnasium Renovation Project. Prepared contract drawings and specifications for the renovation of the Brookhaven Gymnasium at the Ammerman Campus at Suffolk County Community College. Design included replacing existing HVAC system serving the gymnasium and locker rooms; installing new packaged rooftop units to heat and air condition classrooms, training, fitness rooms, offices and staff locker rooms; and a new DDC control system.

Brookhaven National Laboratory, Upton, NY. Project Manager for the installation of fire sprinklers in 39 buildings on site.

Brookhaven National Laboratory, Upton, NY. Project Manager for the development of "as-built" drawings for all fire detection and protection systems in 165 buildings on site.

New York University, New York, NY. Weinstein Dormitory Infrastructure System Upgrade. Installed fire sprinklers on 9 floors for 850 student rooms. Replaced 7 air-handling units, 4 high temperature hot water heat exchangers, distribution ductwork and new DDC control system.

Suffolk County, Riverhead, NY. Served as project manager for the installation of fire sprinklers in the six floors of the original wing of the Criminal Courts Building. Supervised the hydraulic design of the distribution system and coordinated with two other consultants who were designing the fire alarm system and new lighting and ceilings.

U.S. Merchant Marine Academy, Kings Point, NY.

- Renovation of the heating system. The design consisted of converting the existing steam heating system to a hot water system.
- Design of 3 boiler plants and distribution piping. Plants include one with watertube steam boilers, second with firetube hot water boilers, and third with cast iron sectional steam boilers.
- Design and construction of two 25,000 gallon above-ground horizontal steel tanks in a concrete vault.

Suffolk County, Hauppauge, NY. H. Lee Dennison Office Building Renovation. Served as project manager for the MEP renovation for this 220,000 SF government building. The project involved a complete renovation of office space and mechanical/electrical systems.

Education

B.S. of Architectural Technology
New York Institute of Technology,
1975

Joined LEA

November 2003

Experience with Others

26 years

Professional Experience

Alfred University, Alfred, NY. Scholes Library – Plumbing and fire protection design for a new 5 Story Library Building.

New York University, New York, NY.

- Weinstein Dormitory - Full Sprinkler Design
- Weinstein Dormitory - Infrastructure Upgrade
- 26th Street Dorm Phase I

SUNY Farmingdale, Farmingdale, NY.

- Dental Clinic.
- Sprinkler Modifications

North Shore-Long Island Jewish Health System – Southside Hospital, Bay Shore, NY

- Catheterization Laboratory Renovations
- Medical Gas Alarms Upgrade
- Brackett Building New Catheterization Labs
- Sprinkler Systems – 4 Buildings
- Bracket Building Fire Pump Design

Good Samaritan Medical Center, Bayshore, NY.

- Union Boulevard Medical Office Alterations
- Fire Sprinkler Upgrades

North Shore-Long Island Jewish Health System, Manhasset, NY.

- 64 Slice CT GE Cassette Modular Building Installation; fire alarm
- Sprinkler Investigation and Remediation
- Emergency Power Service Room Sprinkler Upgrade
- Winterization of the Chilled Water System

Sara R. Newman Nursing Home, Mamaroneck, NY. Plumbing and fire protection design for a new three-story addition.

Mercy Medical Center, Rockville Centre, NY. Sprinkler and Fire Alarm Modifications and Upgrades.

Niketown, New York, NY. Plumbing/Fire Protection Engineer for this 80,000 square foot fit-out of the ground display/retail store. The project was particularly unique in two respects; the first being that it integrated buildings on three building lots into a single structure, the second being the five story open atrium and shopping space. This unique atrium design required a smoke/purge system for the entire retail volume in order to allow for a barrier free atrium and shopping area. Unusually intensive fire alarm and HVAC control integration was required to accomplish this, as well as highly specialized ventilation systems.

HBO Communications Center, Hauppauge, NY. Fire Alarm Systems Upgrade Report

Education

NYU Plumbing Design Course -
1971/A.A.S. Nassau Community
College - 1978

NYU Fire Protection Design Course -
1983/Certification in Plumbing
Engineering (CIPE) - 1986 (#6051)

Professional Affiliations

ASSE, ASPE, NFPA

Technical Papers

"Sprinkler Systems - Types and Their
Uses" - 1990 ASPE Convention,
Cincinnati, Ohio

"Pre-Insulated Drainage Piping System"
- 1994 ASPE Convention, Kansas City,
Missouri

"Halon Alternative for the Year 2000
and Beyond" - 1996 ASPE Convention,
Phoenix, Arizona

Joined LEA

June 1998

Experience With Others

33 years

Professional Experience

Suffolk County Community College, Huntington, NY. Renovations to
Huntington Library.

Southampton College, Southampton, NY.

- Installation of Fuel Cells for Chester C. Wood Hall
- Boiler Room Upgrade

Columbia University, New York, NY

- Design of plumbing and fire protection systems for two residences for
Columbia University, 10 and 15 stories
- New Gas Meter Room and Switch Board Replacement for Pupin
Building

SUNY at Farmingdale, Farmingdale, NY.

- Academic Incubator Building - Design of plumbing systems,
including acid waste and vent, compressed air, vacuum, de-ionized
water, in conjunction with major alterations of the North Wing
- Nold Hall - Design of fuel cell system to augment the facility's pool
water heating equipment
- 400 Bed Residence Hall - Design of plumbing and fire protection
systems for new student residence
- President's Residence Utility Services

New York University, New York, NY. Standby Generator for 10th Floor
Computer Room.

Pratt Institute, Brooklyn, NY

- ARC Building Flooding Issue
- Higgins Hall - Storm System Modifications
- Redesign House sewer system - North Hall
- Feasibility Report for 144 West 14th Street

Cablevision Systems Corporation.

- Hicksville, NY. Provided limited Inergen system for certain areas of
the facility and revised existing fire protection system
- Woodbury, NY. Design of Inergen fire suppression system and
extensive modifications to existing fire protection system

Port Authority of NY and NJ Long Island Rail Road Light Rail System
(LRS), Jamaica, NY. Design of plumbing and fire protection systems for
the \$90 million upgrade to include the Vertical Transportation Building,
Jamaica Control Center and sprinklers for mezzanine levels of the new
link between the existing station and new LRS from JFK Airport, platform
upgrades, subway mezzanine upgrade.

North Shore-Long Island Jewish Health System, Plainview, NY. Design
of fire standpipe system and fire pump.

Education

BSME

New York Institute of Technology
Old Westbury, NY (1991)

Professional Affiliations

ASPE

Joined LEA

June 2006

Experience With Others

14 years

Professional Experience

New York University, New York, NY. Weinstein Dormitory -
Infrastructure System Upgrade Supplemental, Air-Conditioning and Fan
Coil Unit Replacement

Bank of New York Private Banking, Garden City, NY. Engineering
Services

Canine Companions for Independence, Medford, NY. Expansion and
Renovation.

Good Samaritan Hospital Medical Center, West Islip, NY

- MRI/CT Filing Drawings
- Fire Sprinkler Upgrades.

Mercy Medical Center Rockville Centre, NY

- Villa Modifications
- Sprinkler Modifications
- Emergency Electrical Systems Study

North Shore-Long Island Jewish Health System, Manhasset, NY.

- Monti Medical/Surgical Renovation
- Main Lobby Renovations

Central Suffolk Hospital, Riverhead, NY. Hospital Additions and
Renovations

Winthrop University Hospital, Mineola, NY.

- MEP Renovation of Special Procedures Room
- MEP Renovation of CT Scan Room, Chapel, X-Ray Room

North Shore-Long Island Jewish Health System, Southside Hospital

- Brackett Building New Catheterization Labs

Port Authority of New York and New Jersey

- Journal Square first and second floor renovations

Triborough Bridge and Tunnel Authority, NY. Renovation to Queens
Midtown Tunnel Service Bldg

Naval Sea Systems, VA. Command Headquarters Full Plumbing and
Sprinkler Upgrades.

Town of Oyster Bay, Bethpage, NY. Bethpage Ice Rink.

Suffolk County, Yaphank, NY. Yaphank, NY. Yaphank Jail
Replacement.

QUALITY CONTROL

For this project, Lizardos Engineering Associates, P.C. (LEA) will establish, implement and maintain an effective Quality Control Plan (QCP) with the objective to perform and complete all project tasks. All necessary actions will be taken in order to ensure that contract requirements and quality standards are met and that they are achieved in an economical and timely manner. LEA is committed to continuing improvements in project quality plans and programs, as demonstrated by our guarantee to provide the required trained personnel and leadership to implement the plans, procedures and practices necessary to ensure that contractual requirements are met.

LEA's QCP will effectively plan, manage, control, document, and periodically assess the quality control process and accomplishment via internal audits. Should the assessment require changes or modifications to any of its elements, a revision will be drafted and presented to the College for approval.

For this project, the goals of our QCP are to:

- Ensure the accuracy of our civil and fire sprinkler engineering designs
- Produce complete and correct drawings and specifications conforming to applicable design codes.
- Deliver drawings and specifications on time in accordance with the project schedule.
- Maintain the design within preset budget limits.
- Perform competent reviews of contractor shop drawings for compliance with the contract documents.
- At construction completion, verify the accuracy of "as-built" drawings and operation/maintenance manuals.

To accomplish these goals during the design phase, LEA will:

- Initially review project scope requirements with the College's personnel.
- Establish or verify an accompanying construction budget.
- Determine a viable schedule with milestone dates for delivery of drawings and specifications and review submissions.
- Assign competent personnel to the project team.

The principal-in-charge will supervise the design effort reviewing each drawing, specification and cost estimate submissions.

At the time of each submission, an LEA senior level mechanical engineer unaffiliated with the project will also review the drawings, specifications and cost estimates, submitting his or her comments to the principal-in-charge.

Similarly, a senior level electrical engineer unaffiliated with the project will also review the drawings, specifications and cost estimate, submitting his or her comments to the project manager.

During design, the principal-in-charge will provide project oversight in the event the project deviates from the schedule. Additional manpower will be assigned, as needed, to bring production back on schedule.

The comments received from the College will be incorporated into the revised drawings and specifications. Project scope will be adjusted as necessary to remain within budgetary constraints.

LIZARDOS ENGINEERING ASSOCIATES P.C.

FINANCIAL STATEMENTS

MAY 31, 2006

LIZARDOS ENGINEERING ASSOCIATES P.C.
MAY 31, 2006

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Schooler, Weinstein, Minsky & Lester, P.C.
Certified Public Accountants

325 MERRICK AVENUE, EAST MEADOW, NEW YORK 11554-1580 • TEL. (516) 794-2323 • FAX (516) 794-9224

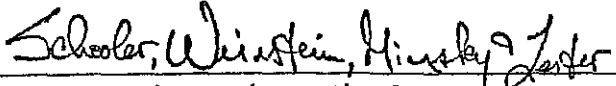
Accountants' Review Report

To the Shareholders of
Lizardos Engineering Associates P.C.

We have reviewed the accompanying balance sheet of Lizardos Engineering Associates P.C. (A New York "S" Corporation) as of May 31, 2006, and the related statements of income and retained earnings, and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Lizardos Engineering Associates P.C.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.



Schooler, Weinstein, Minsky & Lester, P.C.
Certified Public Accountants

August 10, 2006

LIZARDOS ENGINEERING ASSOCIATES P.C.
BALANCE SHEET
MAY 31, 2006

ASSETS

Current Assets

Cash	\$ 299,438
Accounts Receivable-Trade (net of \$541,843 allowance for doubtful accounts)	4,950,650
Notes Receivable	34,971
Advances to employees	<u>3,775</u>

Total Current Assets \$5,288,784

Fixed Assets

Furniture & Equipment	580,569
Transportation Equipment	81,778
Computer Systems	1,049,195
Leasehold Improvements	<u>540,434</u>
	2,251,976
Less: Accumulated Depreciation	<u>1,597,999</u>

Total Fixed Assets 653,977

Other Assets

Intangibles (Net of Accum. Amortization of \$10,974)	2,550
Federal Tax Deposit - Sec 444	45,949
Cash Surrender Value of Life Insurance	<u>260,846</u>

Total Other Assets 309,345

TOTAL ASSETS \$6,252,106

See Accountants' Review Report and
Notes to Financial Statements

LIZARDOS ENGINEERING ASSOCIATES P.C.
BALANCE SHEET
MAY 31, 2006

LIABILITIES AND SHAREHOLDERS' EQUITY

Current Liabilities

Accounts Payable & Accrued Expense \$	361,880
Line of Credit - Bank	1,000,000
Notes Payable (Current)	<u>141,339</u>

Total Current Liabilities \$1,503,219

Long Term Liabilities

Notes Payable (Long Term)	<u>275,915</u>
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Total Long Term Liabilities 275,915

Total Liabilities 1,779,134

Shareholders' Equity

Common Stock, no par value:	
10,000 shares authorized,	
8,500 issued and outstanding	5,444
Treasury Stock 1,500 shares	(340,125)
Retained Earnings	<u>4,807,653</u>

Total Shareholders' Equity 4,472,972

TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY \$6,252,106

See Accountants' Review Report and
Notes to Financial Statements

LIZARDOS ENGINEERING ASSOCIATES P.C.
 STATEMENT OF INCOME AND RETAINED EARNINGS
 FOR THE FISCAL YEAR ENDED
 MAY 31, 2006

Income		
Fees Income		\$8,789,847
Operating Expenses		
Salaries and Technical Services	\$ 5,946,137	
Payroll Taxes	428,572	
Fringe Benefits	594,598	
Facilities Expense	496,061	
Professional Development and Recruitment	66,681	
Business Development	157,111	
Insurance	140,570	
Computer-Word/Data Processing	25,473	
Reproduction and Microfilm	149,943	
Communication	49,851	
Legal & Accounting	117,027	
Travel	109,934	
Office	119,504	
Equipment Maintenance	52,824	
Interest Expense	39,320	
Depreciation and Amortization	<u>167,858</u>	
Total Operating Expenses		<u>8,661,464</u>
Net Operating Income		128,383
Other Income		
Interest Income		<u>1,056</u>
Net Income Before Taxes		129,439
State and Local Taxes		<u>750</u>
Net Income		128,689
Retained Earnings June 1, 2005		4,824,135
Distributions to Shareholders		<u>(145,171)</u>
Retained Earnings May 31, 2006		<u>\$4,807,653</u>

See Accountants' Review Report and
 Notes to Financial Statements

LIZARDOS ENGINEERING ASSOCIATES P.C.
STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED
MAY 31, 2006

Cash Flows from Operating Activities:

Net Income \$ 128,689

Adjustments to reconcile net income to
Net cash provided by operating activities:

Depreciation and amortization	\$	167,858
Decrease in accounts receivable		52,945
Decrease in notes receivable		44,061
Decrease in other assets		36,281
Increase in accounts payable		<u>130,004</u>

Total Adjustments 431,149

Net Cash Provided by Operating Activities 559,838

Cash Flows from Investing Activities:

Acquisition of property & equipment (60,323)

Net Cash Used in Investing Activities (60,323)

Cash Flows From Financing Activities:

Shareholders distributions		(145,171)
Decrease in notes payables		<u>(137,902)</u>

Net Cash Used in Financing Activities (283,073)

Net Increase in cash 216,442

Cash at beginning of year 82,996

Cash at end of year \$ 299,438

Supplemental Information:

Cash paid for interest		\$ 2,297
Cash paid for taxes		750

See Accountants' Review Report and
Notes to Financial Statements

LIZARDOS ENGINEERING ASSOCIATES P.C.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2006

Note 1 - Significant Accounting Policies

(a) **Company Description:** The Company is a professional corporation engaged in consulting engineering services. Primarily all of the Company's business activity is with customers located within the New York Metropolitan area.

The Company regularly enters into executory contracts for the performance of services with normal durations of approximately one year or less. These contracts are for fixed, time, and time plus multiplier fee arrangements. The latter two are with maximum upset price contingencies.

(b) **Cash:** The Company considers cash to include amounts due from banks. The Company maintains cash in bank accounts which, at times, may exceed federally insured amounts. The Company has not experienced any losses and believes it is not exposed to any significant risk in maintaining accounts with these banks.

(c) **Accounts Receivable:** Account Receivables have been adjusted for all known uncollectible accounts and in addition an allowance for doubtful accounts is maintained at an amount determined by management based upon review of individual accounts which are experiencing or are giving an indication of collection problems. There is no concentration of credit risk relative to the Company's Accounts Receivable.

(d) **Property and Equipment:** Furniture and equipment is stated at cost. Major expenditures for property and equipment, which substantially increase useful lives, are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income. These assets are depreciated using accelerated methods over statutory periods pursuant to the Accelerated and Modified Accelerated Cost Recovery Systems. Furniture and Equipment is depreciated over five to ten years and Transportation Equipment is depreciated over five years. Leasehold Improvements are depreciated over various years. These methods and lives do not necessarily reflect the actual useful lives as required by Generally Accepted Accounting Principles, but differences have been deemed immaterial.

Intangible assets are amortized ratably over a 15 year period.

LIZARDOS ENGINEERING ASSOCIATES P.C.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2006

Note 1 - Significant Accounting Policies (Cont.):

(e) **Income Taxes:** The Company reports on a cash basis for income tax purposes. Corporate Federal income taxes have not been provided for because the shareholders elected to be treated as a small business corporation for income tax purposes as provided in Section 1372 (a) of the Internal Revenue Code and Section 660 of Article 22 of the New York State Tax Law. Pursuant to these tax regulations, the taxable income or loss of an electing "S" corporation is passed through to the shareholders.

The corporation has elected under Federal Code Section 444 (pursuant to the 1987 Tax Reform Act) to retain its fiscal year. In doing so, the Corporation is obligated to make required advanced deposits. Currently, \$45,949 is reported as a Federal Tax Deposit on the balance sheet.

These required payments are intended by the government to represent the value of the tax deferral that is obtained by the owners of the entities that elect to use a tax year other than a required tax year.

(f) **Estimates and Assumptions:** The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that effect the reporting amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Note 2 - FIXED ASSETS:

	Life In Years	Cost	Accumulated Depreciation Or Amortization	Net
Furniture & Equipment	5 - 10	\$ 580,569	\$499,501	\$ 81,068
Transportation Equip	5	81,778	79,540	2,238
Computer Systems	5	1,049,195	888,087	161,108
Leasehold Improvements	Var.	<u>540,434</u>	<u>130,871</u>	<u>409,563</u>
		<u>2,251,976</u>	<u>1,597,999</u>	<u>653,977</u>
Intangibles	15	<u>\$ 13,524</u>	<u>\$ 10,974</u>	<u>\$ 2,550</u>

Current period depreciation and amortization expense amounted to \$166,956 and \$902.

LIZARDOS ENGINEERING ASSOCIATES P.C.

NOTES TO FINANCIAL STATEMENTS

MAY 31, 2006

Note 3 - NOTES RECEIVABLE

The Company holds a promissory note from Papadatos Associates, P.C.

This note is summarized as follows:

Face amount of promissory notes	\$ 95,794
Less payments made through 5/31/06	<u>(60,823)</u>
Balance of note	<u>\$ 34,971</u>

Notes Receivable mature as follows:

May 31, 2007	<u>\$ 34,971</u>
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Note 4 - CASH SURRENDER VALUE OF LIFE INSURANCE:

The Corporation is the owner and sole beneficiary of whole life policies on its officers - shareholders with aggregate death benefit of \$1,000,000. As of May 31, 2006 the aggregate cash value is approximately \$260,846. The Corporation is also the owner and sole beneficiary of term life policies with an aggregate death benefit of \$3,550,000 on its officers - shareholders.

Note 5 - SHORT TERM NOTES PAYABLE TO BANK:

The Company has available, at a financial institution, a line of credit totaling \$1,000,000. At the close of business on May 31, 2006 the outstanding debt is \$1,000,000 and the current rate is 8.25% (prime + 1/2%). This note is secured by all of the corporate assets.

Note 6 - TERM NOTES PAYABLE:

The Company has taken a Term Loan Promissory Note on May 23, 2002, in the amount of \$105,000, payable in 60 months at a 6.69% interest rate. The monthly payments total \$2,064 per month, and the Company commenced monthly payments in June 2002. This loan was used for the purchase of new equipment and is secured by all of the corporate assets. The balance at May 31, 2006 was \$24,219.

LIZARDOS ENGINEERING ASSOCIATES P.C.
 NOTES TO FINANCIAL STATEMENTS
 MAY 31, 2006

Note 6 - TERM NOTES PAYABLE (CONT):

In January 2004 the Company took out a loan in the amount of \$400,000 payable in 84 monthly installments with interest at 5.08% (libor swap rate). The balance at May 31, 2006 was \$282,675. This loan is secured by all of the corporate assets.

In February 2004 the Company took out a \$250,000 term loan payable in 48 monthly installments of \$5,739 with interest at 4.84%. The loan matures January 21, 2008. The balance due at May 31, 2006 was \$110,360. This loan is secured by all of the corporate assets.

Future minimum payments on all term loans as of May 31, 2006 are as follows:

<u>Fiscal year ended May 31,</u>		
2007	\$	141,339
2008		100,760
2009		53,760
2010		53,760
2011 and after		<u>67,635</u>
		<u>\$ 417,254</u>

Note 7 - EMPLOYEE BENEFIT PLAN:

In April 1993, the Company established the Lizardos Engineering Associates, 401(k) Profit Sharing Plan and Trust ("Plan"). All full-time employees (over 21 years old) are eligible to participate in the Plan. The Company plans on making matching contributions equal to 50% of the participants' salary reductions not to exceed 2% of the participant's salary. During the fiscal year ended May 31, 2006 the Company contribution related to this feature was \$55,431 to the Plan.

Note 8 - LEASE COMMITMENT:

The Corporation is a lessee under a non-cancelable operating lease for its administrative offices expiring on January 31, 2018. The Corporation, on October 6, 2003, entered into a third amendment to its operating lease, with new rental commencing on March 1, 2004. Future minimum lease payments for operating leases as of May 31, 2006 are as follows:

<u>Fiscal year ended May 31,</u>		
2007	\$	446,804
2008		462,442
2009		478,627
2010		495,379
2011 and thereafter		4,464,634

PROPOSED TECHNICAL SERVICES

Project Scope

a. Projected Budget

As defined in RFP the total budget for design and construction is \$1,068,000.

b. Time Frame

Also as defined in the RFP the time frame for the project is as follows:

- Start of Engineering Services: March 22, 2007
- Completion of Programming/Sketch Study Phase: July 2007
- Completion of Preliminary Design: October 2007
- Completion of Contract Document Phase: January 2008
- Bid and Award of Construction Contracts: February 2008
- Start of Construction: March 2008
- Completion of Construction: December 2008

c. Buildings on Campus

The Ammerman Campus has twenty building structures onsite. The table below lists the buildings, with construction date, renovation history, gross and net square footage and building function.

AMMERMAN CAMPUS

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Ammerman	1934	1996	30,858	27,245	Administrative
2	Auto Tech	1994	-----	20,000	17,907	Instr./shop
3	Babylon Student Ctr.	1965	2003	75,103	56,072	Student Ctr.
4	Brookhaven Gym	1963	2006	56,594	53,589	Athletic
5	Child Care Ctr.	1983	1993	3,648	3,475	Child Care
6	Cottage	1926	1980	3,190	2,852	Administrative
7	Cottage Garage		-----	639	570	Storage
8	Guard Booth, Main	1987	-----	17	16	Security
9	Guard Booth, West	2004	-----	60	60	Security
10	Huntington Library	1966	-----	82,927	61,774	Library
11	Islip Arts	1964	2006	98,077	71,732	Instr./Theater
12	Kreiling Hall	1934	1961	23,607	21,460	Instr./Science
13	NFL	1920	1998	23,869	22,308	Administrative
14	Maint. Warehouse	1970	-----	33,517	32,495	Facilities
15	Annex (Modular)	1999	-----	10,000	8,890	Instructional
16	North	1991	-----	7,864	6,378	Administrative
17	Riverhead	1968	-----	117,762	101,705	Instructional
18	Sewage Treat. Plant	1967	1983	1,150	1,136	Sewage Plant
19	Smithtown	1967	2003	60,529	56,288	Instr./Science
20	Southampton	1970	-----	70,944	60,160	Instructional
Total				720,355	606,112	

d. Existing Conditions

Potable water is provided to the Ammerman Campus distribution system by the Suffolk County Water Authority (SCWA). There exist 18 fire hydrants on the campus at various locations. All hydrants have recently been equipped with branch valves and have been either repaired or replaced so as to meet SCWA standards. The College has also begun a maintenance program for all 18 hydrants.

In May 2006, at the request of the College, the SCWA conducted several flow tests on campus. The results indicated low pressure and flow at some locations. One of the eighteen fire hydrants was inoperable due to low flow and that hydrant has been identified as 'out of service'. The SCWA suggested that, before any design work take place to address the low flow conditions, a new flow test be conducted. The College is also in the process of entering into a maintenance agreement for the Ammerman Campus water distribution system. Any deficient aspects of the system would be corrected to meet SCWA standards as a part of the agreement.

There exists a fire sprinkler system in the Auto Tech building and a fire sprinkler system for the stage area of the Shea Theater, located in the Islip Arts Building. There also exists a CO₂ fire suppression system for the chemical storage room in the Smithtown Science Building. No other structures on campus are equipped with fire sprinkler systems.

Scope of Work

The engineering services that the LEA design team will provide for this project will be divided into the following project phases:

- Programming/Sketch Study
- Preliminary Design
- Contract Document
- Permitting
- Final Approval
- Bid and Award
- Construction

Throughout the project the LEA team will provide, at a minimum, bi-weekly updates of progress which can be in the form of emails, faxes, mailings or meetings. Any delays that have the potential to affect the project schedule will be brought to the College's attention immediately.

a. Programming/Sketch Study Phase

i. Project Specific Requirements

During this phase the LEA team will do the following:

1. Existing System Analysis - Supervise the SCWA in conducting a complete analysis of the existing capacity and capability of the water distribution system to provide flow and pressure to all campus facilities, including but not limited to, existing buildings, irrigation systems, fire hydrants and fire suppression systems. All critical points on the water distribution system will be included in the analysis and all appropriate tests will be conducted to determine the flow and pressure that can be delivered by the existing system to these critical points.
2. Existing Demand Analysis - Supervise the SCWA in conducting a complete analysis of the existing campus water pressure and flow demand, with particular attention paid to peak demand times. Determine the current water pressure and flow demands and requirements of the College, including but not limited to, existing building use, irrigation, fire hydrants and fire suppression systems. Incorporate all applicable regulations that govern water pressure and flow requirements for all campus facilities (i.e. fire hydrants). Work will be coordinated closely with the Suffolk County Fire Marshal's Office, the LEA design team and any other agencies as appropriate while conducting this analysis. Any deficiencies in the existing water distribution system will be noted when comparing existing capacity to existing demand.
3. New Fire Sprinkler Systems - The LEA team will conduct a survey of all campus buildings which do not have fire suppression systems (i.e. fire sprinkler systems). Prioritize the buildings and/or the areas within buildings that would

benefit most from the addition of fire sprinkler systems. Work closely with the Suffolk County Fire Marshal's Office and the College to prioritize these areas.

4. College Expansion and Growth Analysis - Obtain from and review with the College proposed new building construction; proposed expansions of existing buildings, irrigation systems and facilities; and enrollment projections. Analyze and document the effects these project will have on campus water pressure and flow demands and requirements.
5. Capacity Expansion Analysis - Determine and document the flow and pressure increases required to satisfy each of the following conditions:
 - Address current pressure and flow deficiencies on campus.
 - Address additional pressure and flow demands for proposed fire sprinkler systems.
 - Address additional pressure and flow demands for complete fire sprinkler systems for the entire campus.
 - Address additional pressure and flow demands for proposed facility expansions and new building construction.
 - Address additional pressure and flow demands for any predicted enrollment increases.
6. Capacity Expansion and Fire Suppression Alternatives - Develop alternatives for increasing the capacity of the existing water distribution system to meet the various categories listed in the 'Capacity Expansion Analysis'. Work with the SCWA to determine the feasibility of the various alternatives proposed. Determine the pros, cons and costs of the various alternatives so that the College can make educated decisions regarding the expansion.

ii. Standard Requirements

The LEA team will do the following:

1. Meet frequently with the appropriate College Administrative personnel to review project scope, develop alternatives, and prepare cost estimates, sketches of proposed schemes, and construction schedules.
2. Submit to the College for review and comment four sets of a report setting forth the findings, recommendations, proposed schemes, sketches, cost comparisons and estimates, and construction schedules. The College shall review the report to select alternatives, re-defining the project scope if needed, and critique cost estimates and construction schedules. LEA will make changes requested by the College and submit four sets for final approval.

b. Preliminary Design Stage

Upon approval of the Programming/Sketch Study Phase report, the LEA team will do the following:

- i. Prepare preliminary contract documents for the project.
 1. All contract documents will reflect the requirements of General Municipal Law 101 (Wick's Law) and comply with all applicable local, State and Federal laws and codes including but not limited to the laws or codes of the Suffolk County Department of Public Works, the Suffolk County Department of Health Services, the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority, Keyspan, the State of New York, the New York State Department of Environmental Conservation, the United States Environmental Protection Agency and National Fire Protection Association (NFPA) Codes and Standards. Any required tests and inspections will be incorporated into the contract documents.
 2. Drawings will consist of plans, one-line diagrams, system schematics, installation details, equipment elevations and other drawings to fix and illustrate the size and character of the project in its essentials.
 3. Drawings will be prepared using a computer aided drafting and design (CADD) system, equal to or compatible with AutoCad Release 2006 from Autodesk.
 4. Along with the drawings, the LEA team will prepare outline specifications detailing the primary equipment and materials proposed for the project. Outline specifications will be prepared in 16-division Construction Specification Institute (CSI) format.
 5. All drawings, tracings and specifications prepared by the LEA team will become the property of the College upon their approval and acceptance in writing by the College or upon termination of LEA's services. The College may elect to put such documents on its website in read-only format to facilitate the bidding on the construction phase of the project. LEA will retain the copyright on such documents.
- ii. Prepare a detailed preliminary cost estimate.
 1. The cost estimate will be prepared in sufficient detail to insure that the project scope is in compliance with the project budget.
 2. The estimate will offer alternatives and cost comparisons. A revised construction schedule will also be prepared.
- iii. Submit to the College for approval two sets of the preliminary drawings, outline specifications, cost estimates and construction schedules. The College will review the submission, indicating required changes or revisions.

Contract Document Stage

Upon approval of the College of the Preliminary Design submission, the LEA team will do the following:

- a. Prepare quality contract drawings and specifications required for the project, based on the College's review and comments during the Preliminary Design Stage.
 1. The drawings will be prepared in sufficient detail, as acceptable to the College, to illustrate the work of each contract.
 2. Drawings will reflect necessary project phasing to maintain occupancy and educational usage of portions of the campus during construction.
 3. Drawings will be prepared on minimum 30 by 42-inch sheets (D-size) utilizing a computer aided drafting and design (CADD) system equal to or compatible with AutoCad Release 2002. Drawings will be in a format which can be posted on the College's website or provided by LEA to bidders directly.
 4. Detailed technical specifications will be written in 16-division CSI format.
 5. Specifications will be typed either in Microsoft Word, which can be posted on the College's website.
 6. Specifications will be merged with the College Project Manual, which will also be posted on the College's website or provided to bidders by the LEA team directly.
- b. Make several drawing and specification submissions to the College.
 1. The College will review the submissions with reasonable promptness advising LEA of required changes and revisions.
 2. Each drawing and specification submission will be accompanied with a detailed cost estimate of increasing accuracy reflecting the greater level of detail contained in the drawing and specification submissions.
 3. The design will be adjusted to ensure that project cost remains within the project budget.
 4. Drawings and specifications will be prepared in compliance with all applicable Federal, state and local codes including but not limited to Wick's Law, if applicable, the laws or codes of the Suffolk County Department of Public Works, the Suffolk County Department of Health Services, the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority, Keyspan, the State of New York State, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency, and the codes and standards of ANSI, ASTM, NEMA, NFPA, IEEE, and other nationally recognized associations. Any required tests and inspections shall be incorporated into the contract documents.

5. Upon acceptance by the College of the contract documents and prior to submissions to the appropriate agencies for code compliance, LEA will submit to the College one (1) set of drawings, (1) set of half-size bound drawings on minimum 24-lb bond paper, and one (1) copy of bound specifications.

Permitting

The LEA team is responsible for filing for and obtaining all applicable permits for the project BEFORE final approval of the contract documents by the College. Projects can not proceed to the Bidding stage until all applicable approvals are obtained. LEA will determine which permits and approvals must be obtained given the nature of the project.

- a. The LEA team will meet with the College to discuss which permits and approvals must be obtained before LEA makes any submissions to the appropriate agencies. LEA will communicate with the various regulatory agencies throughout the project to avoid substantial design changes at this stage.
- b. At a minimum, the following permits and approvals will be obtained, if applicable, by LEA, unless otherwise directed by the College or the applicable regulatory agency:
 - 1) Building Permits for all building renovations and new construction from the Suffolk County Department of Public Works (SCDPW), as defined by the Building Code of New York State, Chapter 1, Section 101. In addition, approval from the Suffolk County Department of Fire, Rescue and Emergency Services (Fire Marshal) must also be obtained. Typically, the SCDPW will forward submissions to the Fire Marshal's Office for review on behalf of the submitter. However, LEA will obtain all permits and approvals. Approval for all projects must be obtained from the Fire Marshall even if building permits are not required.

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

- 2) Any and all applicable Suffolk County Department of Health Services (SCDHS) approvals. These include, but are not limited to, sanitary system connections, sewage treatment systems, domestic water systems and connections, underground and above ground storage tanks and food services.
- 3) Any and all required Suffolk County Water Authority approvals, including but not limited to Reduced Pressure Zone (RPZ) installations.
- 4) Any and all required Long Island Power Authority (LIPA) approvals, including but not limited to power supply and connections.
- 5) Any and all required Keyspan approvals, including but not limited to gas supply and connections.
- 6) Any and all applicable New York State Department of Environmental Conservation (NYSDEC) approvals.
- 7) Any and all applicable Environmental Protection Agency (EPA) approvals.
- 8) Any and all other local, State or Federal approvals, as may be required.

- c. Any changes or modifications to the contract documents or any other document preparations and submissions necessary to obtain all applicable permits and approvals shall be performed by LEA at no additional charge to the College.
- d. Any changes or modifications to the contract documents, scope of work or nature of the project required as a result of the various permitting processes shall be documented and summarized by LEA and presented to the College for review and approval before these changes are made and submitted to the various regulatory agencies. The College reserves the right to request alternate or additional changes to the contract documents if the regulatory review process adversely affects its intended purpose or scope. All these changes will be made by the LEA team at no additional cost to the College.
- e. Once obtained, all permits and approvals required will be submitted to the College by LEA.

Final Approval

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

- a. LEA will submit the following upon acceptance by the College of the final submission:
 1. One set of four (4) mil Mylar reproducible drawings;
 2. Two (2) sets of full size drawings;
 3. Two (2) copies of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files will be complete, illustrating the complete drawing that is provided. (Drawings utilizing background "X-reference" files will include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in "opening" the files. Drawings will be in a format which can be posted on the College's website;
 4. Three (3) half-size bound drawing sets on minimum 24-lb bond paper;
 5. One (1) set of loose (unbound) specifications suitable for reproduction, along with one (1) bound copy;
 6. Two (2) copies of the specifications stored on non-erasable compact disks with a directory corresponding file name to each specification section. Specifications will be in a format which can be posted on the College's
 7. Two (2) sets of final cost estimates;
 8. Two (2) copies of a construction schedule; and
 9. Completed electronic copy of the College Project Manual (including all technical specifications), which will be posted on the College's website or provided by the LEA team to bidders directly.

Bid and Award Stage

During the Bid and Award phase, LEA will do the following:

- a. Provide drawings, specifications, wage rate schedules and project manuals to prospective bidders and manage the collection of contract document deposits according the General Municipal Law.
- b. Attend a pre-bid meeting to describe and discuss the project with prospective bidders, answer any questions concerning the bid documents during the bid period, and issue any required addenda including written addenda and revised drawings as required.
- c. Assist the College in tabulation of bids and review of bid documents for conformance with bid requirements.
 - 1) If the College receives bids that are over the final cost estimate, LEA will revise the bid documents to bring the work within the project budget, and allow re-bidding of the entire project or certain components of the prime contracts. LEA will not receive additional compensation for the services associated with re-bidding.
 - 2) Upon receipt of acceptable bids, LEA will review the qualifications of the lowest responsible bidder for each contract, and make recommendations for award in written form.

Construction Stage

During the Construction Phase, LEA will do the following:

1. Make a minimum of one weekly site visit (more if required by job conditions) to review construction in progress. The purpose of the visits is to be familiar with the progress and quality of the work and to determine if the work is in accordance with the Contract Documents.
2. Manage and/or perform all necessary inspections and testing required by the applicable codes and regulatory agencies. Submit, in writing, all test reports and inspection documentation and submit to the appropriate regulatory agencies, as required, with copies to the College.
3. Administer weekly progress meetings during which Consultant shall take minutes, distributing the minutes to prime contractors and College administrative personnel.
4. Review and approve samples, schedules, and shop drawings for conformance with the Contract Documents, as outlined in the Project Manual General Conditions. Maintain logs of such reviews.
5. Prepare supplemental and explanatory drawings and sketches as required to clarify or amplify the Contract Documents.
6. Review and approve periodic payment requests.
7. Review and approve change orders as deemed necessary.
8. Witness performance tests of all installed equipment and systems.
9. Assist the contractors in startup, testing and commissioning of primary systems and equipment.
10. 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.
11. Make recommendations to the College that the contractors have completed all required contract work.
12. Assemble written guaranties and warranties from the contractors and submit to the College.
13. Review and approve of contractor's operations and maintenance manuals.
14. Review and approve of the "as-built" drawings prepared by the contractors. If requested, LEA will provide electronic copies of the design drawings in CAD format to contractors so that as-built drawings may be generated.
15. Review and approve of final payments to the contractors.

16. Provide written notice that to the best of our knowledge and belief the work is in accordance with the Building Code of New York State and provide other written notice as required by the various regulatory agencies.
17. Review Contractor submission of a complete set of as-built drawings for the project in the following formats:
 - a. One set of four (4) mil Mylar reproducible drawings;
 - b. Two (2) sets of full size drawings;
 - c. Two (2) copies of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files shall be complete, illustrating the complete drawing that is provided. (Drawings utilizing background "X-reference" files shall include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in "opening" the files. Drawings shall be in a CAD format.
18. Obtain a Certificate of Occupancy at the completion of the project from the SCDPW. The College will receive complete copies of any submissions made to SCDPW in order to obtain a Certificate of Occupancy.

Paul W. Grosser, PhD, PE, President, P.W. Grosser Consulting

customized solutions for environmental challenges. His geographical area of expertise is the New York region, particularly the 5 New York boroughs and Long Island.

Paul is an active member in many national and regionally-based professional societies, and has been a major presence in the regional engineering community for more than 30 years.

An advocate for best practices in civil engineering, Dr. Grosser is an avid supporter of value engineering and environmentally-oriented business concepts (i.e. Smart Growth, Brownfields). His financial and intellectual contributions play a vital role in local outreach programs, elevating environmentally-sound management practices into one of Long Island's top priorities.

In his role as public speaker, he promotes issues such as the importance of information exchange and multi-level collaboration between professionals business and the community.

SELECTED PROJECTS

Benjamin/Beechwood Developers, Far Rockaway, NY

Arverne Urban Renewal Area (URA) Stormwater Management - PWGC advised the client that a detailed analysis of the impacts on the basin was necessary because the URA drains into the Barbadoes Basin. The initial analysis presented in the DEIS only compared average runoff quantities and nitrogen loadings, without considering tidal flushing from Jamaica Bay and the impact of storm events.

PWGC addressed these two issues and investigated additional remedial measures. PWGC submitted the DEIS to the appropriate NYC authorities for review, including the Department of Housing Preservation and Development (NYCHPD). After PWGC had addressed HPD's and other relevant parties' comments and updated the DEIS accordingly, the DEIS was approved as the Final EIS.

Minmilt Realty, Farmingdale, NY

Remedial Investigation/Feasibility Study (RI/FS) - Served as principal-in-charge for an RI/FS to determine the source and extent of soil and groundwater contamination beneath the site. Dr. Grosser reviewed the final design of a pump and treat system installed as an interim remedial measure - the system is operating successfully to date. In addition, Dr. Grosser supervised an extensive fate and transport evaluation for Minmilt, to attest that an off-site investigation was not

necessary.

Amoco Station

Groundwater Investigation & Remedial System Design - Dr. Grosser supervised the project tasks. Throughout the following remediation efforts, he oversaw system monitoring and quarterly reporting for NYSDEC's review, which, ultimately led to the site's successful closure.

RAD Bulk Oil Station/Terminal, Inwood, NY

Gasoline Plume Remediation - Contracted by a 3rd party, Dr. Grosser directed project services, oversaw the groundwater pump and treat system design, and assisted with quarterly groundwater quality data evaluation.

Dutchess Terminal, Poughkeepsie, NY

Hydrogeologic Investigation & Remediation Strategy Analysis - In order to determine the sources of contamination and assess the effectiveness of a groundwater remediation system, he conducted an investigation to identify the spilled product from five different bulk-oil storage companies. Throughout the petroleum spill investigation, Dr. Grosser served as liaison to NYSDEC. Based on the findings of his investigation, NYSDEC identified potential responsible parties and obtained cost recovery.


Pilgrim State Psychiatric Hospital, Brentwood, NY

Environmental Investigations Supervision - Directed the time-critical assessment of probable

We trust our cost proposal is representative to the College's RFP. Should you have any questions, please contact us at your earliest convenience.

Sincerely,

LIZARDOS ENGINEERING ASSOCIATES, P.C.



Douglas J. Pavone, P.E., Vice President

Enclosures

cc: Mr. P. Boyce, PW Grosser
Mr. E. Lizardos, LEA
Mr. L. Damrauer, LEA
Mr. J. Mizrahi, LEA
Mr. K. Brumblay, LEA
Ms. V. Masullo, LEA
Ms. M. Cocchi, LEA
Mr. P. Cotelidis, LEA



February 7, 2007

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Dr. Craig Harris
 Administrative Director of Business Affairs
 Suffolk County Community College
 533 College Road
 Room 11, NFL Building
 Selden, NY 11784-2899

MUNICIPALS

Thomas J. Lizardos, P.E., LEED
 Resident

Thomas M. Damrauer, P.E.
 Executive Vice President

Joseph Mizrahi, P.E.
 Executive VP/Managing Officer

Joseph Aldorasi, P.E.
 Thomas E. Lizardos, P.E., LEED
 George A. Lombardo, P.E., LEED
 Daniel J. O'Sullivan, P.E., LEED
 Douglas J. Pavone, P.E.
 Thomas C. Tinis, P.E.

ASSOCIATES

Thomas L. Harris
 Director or Associate
 Christopher P. Brumblay
 Director or Associate
 Thomas J. Cusack, P.E. LEED
 Edward Johansen, P.E. LEED
 Robert A. Lojac, P.E.
 David A. McNulty, LEED
 Frank P. Panasci
 Vincent M. Quatraro, CIPE
 Zdenek (Miro) A. Sumberac

Reference: Design of Fire Sprinkler Systems and Water Distribution
 Infrastructure Improvements
 Ammerman Campus
LEA Proposal No. 3506

Dear Dr. Harris:

Lizardos Engineering Associates, P.C. (LEA) proposes to provide the engineering services detailed in the Request for Proposal (RFP) for the referenced project for a fixed fee of one-hundred thousand dollars (\$100,000.00).

Our fee breakdown in accordance with the RFP is as follows:

Phase	Cost	Percentage
Programming/Sketch Study	\$ 15,000	15
Preliminary Design	\$ 15,000	15
Contract Documents	\$ 30,000	30
Permitting	\$ 10,000	10
Final Approval	\$ 5,000	5
Bid and Award	\$ 5,000	5
Construction	\$ 20,000	20
Totals	\$ 100,000	100
Construction Oversight	\$ 75,000	

Our construction oversight fee is based upon on-site representation of 10 hours per week for 50 weeks of construction. Should additional time be required weekly or for a longer duration, the construction oversight fee will be adjusted through mutually agreeable negotiation.

Option No. 1 - Construction Oversight (add alternate)

LEA will provide the services of an experienced field representative onsite for a period of 10 hours per week to monitor construction as clerk of the works for a period of 50 weeks. Should additional services be required, terms and conditions will be as negotiated.

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contamination and impacts from coal storage piles on the environmentally sensitive area. He quickly identified a wastewater plume emanating from the recharge basins, and based on his findings, advised the client to connect to a public wastewater treatment system to prevent contamination of the environmentally sensitive area.

Tanger Factory Outlet Center, Riverhead, NY

Project Management & Professional Services - Served as project manager for the challenging 2-phase site development plan of the center, which was located in an environmentally sensitive area.

Water Authority of Great Neck North (WAGNN), NY

Proposed Well Fields Subsurface & Impact Investigation - Served as consultant to evaluate the affect on surrounding wells, and provided expert testimony. To identify the most effective way to manage the groundwater resources of the service area, he, further, prepared an aquifer management plan.

Water Authority of Great Neck North, NY

Subsurface Investigation, WAGNN Well Fields/Impact Investigation of Proposed Great Neck North Wells - Served as consultant to evaluate the affect on surrounding wells, and provided expert testimony. To identify the most effective way to manage the groundwater resources of the service area, he, further, prepared an aquifer management plan.

Long Neck Holdings, LLP

Environmental Impact Statement - Under subcontract to GPI, Dr. Grosser prepared the groundwater and surface water resources sections for the project's EIS. The project consists of an 18-hole golf course, clubhouse, dormitory, cottages and associated structures. A critical issue was the potential nitrogen impacts on Cold Spring pond and Peconic Bay. Dr. Grosser's analysis included the modeling of nitrogen from onsite sewage disposal and fertilization at the course. PWGC also performed the design for water supply infrastructure, including water mains and

back-flow prevention devices.

Department of Public Works, Nassau County, NY

Master Water Supply Plan - Dr. Grosser was responsible for writing the Nassau County Master Water Supply Plan that included an evaluation of the permissive sustained yield of the aquifers utilizing the USGS three-dimensional groundwater model of L.I. Identified areas of groundwater contamination and performed trend analysis of water quality data for majority of the wells. The study investigated various water supply alternatives available to Nassau County to meet its needs.

IBM, Sands Point, NY

Water Supply Investigation & Project Management - Prepared an independent analysis of how up zoning the property using data on water use of nearby golf courses and clusters of dense single-family dwellings. Highlights on the project included an analysis of (1) groundwater quality and quantity impacts, and (2) an engineering and hydrogeologic report to support a well permit application. He also managed community relations for IBM, and raised public awareness of the project at hand.

Village of Sag Harbor, East Hampton, NY

Municipal Sewage Treatment Plant Engineer of Record - Dr. Grosser is directing engineering services for the Village's municipal sewage treatment plant a sequential batch reactor (SBR) with a peak design flow of 250,000 gpd). He coordinates on-call technical support to plant operators in troubleshooting operational and process problems, plant effluent data reviews, flow and effluent quality conditions analyses, and PWGC design services as needed.

Riverhead Water District Expansion, Town of Riverhead, NY

Master Plan Design - Dr. Grosser designed the master plan to increase RWD's service area and connect a number of existing suppliers along Sound Avenue to Wildwood State Park and Wading River.

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Dr. Grosser followed his strategy and implemented his plans for the construction of storage facilities and systems. Dr. Grosser directed the design process and saw the installation of wells, storage facilities, water main installation. Consequently, local residents gained access to safe drinking water (Until then, drinking water was only available from private wells, or poorly maintained supplies of public water, which had been heavily impacted by agricultural chemicals).

Brookhaven National Laboratory, Upton, NY

Engineering & Environmental Services – Dr. Grosser works closely with PWGC hydrogeologist and engineering teams to conduct groundwater/soil investigations, remedial actions, and the preparation of engineering designs and specifications. He has been providing services to BNL for over 15 years.

Brooklyn/Queens Aquifer Study, NY

Brooklyn/Queens Aquifer Study – Managed project to evaluate the potential use of aquifers located within Brooklyn and Queens for water supply to the City of New York. His recommendations included protecting the aquifers during periods of excess water and using them for supply during drought periods.

Central Wildlands & Groundwater Protection Study, Suffolk County, NY

Central Wildlands & Groundwater Protection Study – In collaboration with AKRF, Inc, Dr. Grosser designed and conducted a case study to institute a land use plan for a largely undeveloped area on the South Shore of Long Island. To evaluate the impact of increasing development pressure on local groundwater quality, he used the BURB's model; to depict the relation between housing density and groundwater quality. His findings showed that for low-density housing (greater than 1 acre/unit) fertilizer use and amount of cleared area were critical in controlling nitrogen concentrations in groundwater. To allow development with the nitrogen loading constraints, Dr. Grosser recommended to up-zone and

restrict clearings and turf.

Brentwood Water District, Town of Islip, NY

Water Supply Design– Principal-in-charge for developing a cost-effective design to prevent contamination in 2 Brentwood water supply wells. To mitigate the contamination investigation's findings, which revealed a potential for volatile organic compounds (VOC) and nitrate contamination, he designed and implemented an air stripper that includes a 2,600 gpm air-stripping tower and 100,000 gallon clear well.

Southampton Hospital, NY

Groundwater Modeling – Dr. Grosser directed use of a model to simulate the transport of viruses in the groundwater environment. His findings served to evaluate the potential impact of a proposed medical arts building on public supply wells in East Hampton.

Hampton Bays Water District, Town of Southampton, NY

Master Water Plan – He served as principal-in-charge for the major water study to bring the district into the 21st century. His contributions to the Master Water Plan were advisory, as well as review of (1) existing water supply wells, (2) storage facilities and water distribution system, and (3) analysis of needs with respect to projected water demands and initiation of Hampton Bays Water District towards a comprehensive Geographic Information System.

Ross School, East Hampton, NY

Environmental Impact Statement (EIS), Draft EIS, and Geothermal Well Design & Construction Management for the Proposed Ross School Campus – PWGC prepared a comprehensive project plan, design, and start-up strategy in collaboration with other team consultants, regulatory agencies, utility companies, and regional planners. Dr. Grosser managed all water resource issues of the site's development and the integration of an ecologically engineered sewage treatment to minimize potential of impacts on the nearby environment from the present and

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anticipated campus population's water use/re-use. He identified overall impacts on the Town of East Hampton (cultural, socio-economic & quality of life) for the DEIS, led research, analysis, and planning pertaining to water supply, wastewater, irrigation/drainage, turf & integrated pest Management (IPM), and consulted the client on geologic/hydrogeologic aspects, and hazardous materials storage, handling & disposal. In addition, he documented findings and evaluation of various sewage treatments methods that met the client's environmental objectives. As part of the EIS, he researched alternatives to minimize potential impacts on the South Fork groundwater quality, reviewed and oversaw the preparation of designs for to the installation of several geothermal wells

Harbor Links Golf Course Town of North Hempstead, NY

Golf Course Irrigation System - Under a subcontract to GPI, Dr. Grosser evaluated alternatives for the supply of irrigation water to the Harbor Links Golf Course. The three alternatives were (1) use of water from an existing pump and treat system at the adjacent landfill, (2) use of stormwater, on site supply wells, (3) use of ponds as a source of groundwater and public water supply. Dr. Grosser recommended that the primary source of water be from the landfill pump and treat system after treatment to near drinking water standards and discharge to a detention pond.

NYC Department of Parks and Recreation, NY

Small Capacity Irrigation Wells Design, Staten Island, Manhattan, Bronx - Dr. Grosser served as the principal in charge of this project to develop small capacity irrigation wells in selected locations within three boroughs. These included over burden wells in Staten Island and southern Manhattan and bedrock wells in Manhattan and the Bronx.

Engineering Report, Groundwater Supply for NYC Parks, Pools, and Golf Courses - Dr. Grosser was the

project manager for investigating the feasibility of groundwater use to supply various parks facilities throughout New York City during drought periods. His study identified potential well yields in various locations and provided water quality forecasts.

Water Conservation Project Golf Course Reconstruction, Bronx, Staten Island, Brooklyn, and Queens - Dr. Grosser worked closely with the NYC PDR and contractors on the new lake designs. The designs included contours, elevations, and inlet and filter well details. He also provided consulting and engineering services for the new well installations, such as well design preparation and specifications, wetlands issues, existing well tests, and pond modifications for 12 golf courses in the four boroughs.

Groundwater Feasibility Study (FS) & Engineering Designs for NYC Parks, Pools, and Golf Courses - Dr. Grosser completed a FS on utilizing groundwater of NY City pools and golf courses to reduce their dependency on public water. Next, he conferred with local park administrators and Conservancy staff members to determine project requirements and constraints as follows: All installations were required to be (1) underground and out of sight, (2) operate with minimal maintenance, and (3) meet the highest aesthetic standards. Based on the FS results and client's objective, Dr. Grosser prepared the designs for irrigation wells and relating structures, mechanical, electrical, and piping systems for Central Park (Conservatory Gardens, Strawberry Fields, and tennis court areas), Prospect Park, Van Cortland Park, Flushing Meadows Park, Silver Lake Park, and Clove Lake Park.

North Sea Landfill, Town of Southampton, NY

Assessment Study - As principal in-charge, he supervised data research and evaluation of the generation, collection and removal of leachate at the landfill. Currently, he guides the PWGC Project Manager in evaluating data obtained from gas

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monitoring wells to determine possible areas of concern.

Suffolk County Department of Health Services (SCDHS), NY

208 Study - As SCDHS staff engineer, he was responsible for project review, virus studies, groundwater modeling, and trace organic research. He developed/ utilized computer programs to record and analyze water quality data, evaluate trends, plot data, and perform multiple regression analyses. With the study complete, he oversaw inspection and monitoring of the county-owned sewage treatment plants and solid waste disposal facilities.

Town of North Hempstead - Port Washington Golf Course, NY

EIS Strategy Development & Oversight for Irrigation Project - To address project-related irrigation issues, Dr. Grosser selected a computer-controlled irrigation system to closely monitor atmospheric and turf conditions. The result was an effective tool to determine the most efficient means of irrigating the course.

Town of Huntington, NY

Landfills Hydrogeological Study - Provided the town with the study of its landfills. Further, Dr. Grosser reviewed leachate fate and transport from the site, and provided expert testimony in NYSDEC hearings about the leachate fate and transport.

Genovese Drug Stores Town of Islip, Brentwood, NY

Redevelopment Project - On behalf of Genovese, Dr. Grosser assessed the potential of his client's proposal to redevelop a portion of the Pilgrim State Hospital site for warehouse use, in light of specific requirements stipulated by the town for the project.

Colonial Springs Golf Course, Farmingdale, NY

Designs, Soil Condition Evaluation for Golf Course Plan - Based on Dr. Grosser's design for and evaluation of the 225-acre project, PWGC selected and installed a liner for a 12.5-acre lake, prepared details for foundations and floor slabs for housing structures, and electrical and mechanical designs of the irrigation pump station.

Nassau County Planning Department, Long Island, NY

Redevelopment Study - Project principal for the two-fold planning project to study current water supply availability and wastewater, evaluate different development scenarios and resulting environmental impacts from the proposed redevelopment at the Northrop Grumman site in Bethpage, NY.

Bethpage Water District, NY

Water Resources Planning Report - He identified ground water flow and transport models to identify potential areas for groundwater development. He further assessed the risk of potential sources of contamination of water supply wells.

PREVIOUS EXPERIENCE

Suffolk County Department of Health Services 1976 - 1979

Assistant Public Health Engineer (Developed computer programs to record & analyze water quality data, evaluate trends, plot data, and perform multiple regression analyses. Achievements: Staff engineer on the Nassau-Suffolk 208 Study, managed project review, virus studies, groundwater modeling and, in particular, trace organic research. To date, Long Island's engineers still use the study to evaluate Long Island's water resources.

H2M Group - 1979-90

- Vice President, Hydrogeology/Water Supply Division
- Director of Water Resources/Hydrogeology
- Project Manager/Engineer

Prepared water resources planning reports for a number of Long Island towns and water districts to identify potential areas of groundwater development as well as sources of contamination of water supply

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wells

Design plans & specifications development for water supply & treatment facilities including wells, pump stations, elevated tanks, ground storage tanks and other smaller projects such as auxiliary engines, well, and pump

Investigated various water supply alternatives available to Nassau County to meet needs

Created and managed three technical sections Water Supply & Treatment, Water Distribution, and Hydrogeology with a 20+ staff, \$3.3 million revenue for 1988 and \$4.6 million for 1989.

Advised on technical challenges, and was in charge

of quality control for business as well as environmental engineering processes Initiated marketing, client and project care programs to enhance H2M's Client Relationship Management.

Outstanding project - Development & planning of the Nassau County Water Supply Plan for the NCDPW Evaluated the permissive sustained yield of the aquifers, utilizing the USGS three-dimensional groundwater model of Long Island

Enabled the identification of groundwater contamination and analysis of water quality trends for many regional wells

EXPERT WITNESS TESTIMONY & DEPOSITIONS

- Deepdale Golf Course vs. LIPA Caithness Power Plant, Village of North Hills
- Village of Sag Harbor, NY - KeySpan Manufactured Gas Site
- Land Air Water Environmental Services, Inc, Riverhead Supreme Court, NY -Well Drilling Techniques, Soil Conditions, Dewater Excavation Ability
- Mill Neck; Nassau County Supreme Court, NY - Property Flooding from Inadequate Drainage Channel Maintenance
- Village of Bayville, NY - Compliance Issues with a Village-Operated Well
- Town of Huntington, NY - NYSDEC Hearings on the Town Landfills' Leachate, Fate & Transport
- Dutchess Docks, Poughkeepsie, NY - 100 Oser Avenue, Hauppauge, NY - Petroleum Spills Cost Recovery
- Attorney General, NYSDEC -Appropriateness of Remedial Techniques & Design at Gasoline Spill from Gas Station, Ridge, NY

PUBLICATIONS & PRESENTATIONS

Land Use Planning for Groundwater Protection (Case study of establishing a Land Use Plan for a largely undeveloped area on the South Fork, Long Island, Southampton, NY, Presentation (co-author Robert White, VP, AKRF) at NY Water Environment Assoc., 06/04)

The Relationship between Land Use Planning and Groundwater Quality (Presentation, Long Island Geologists Meeting, Lake Grove, NY, 10/01)

Regulation of Storage Tanks in New York (NY Environmental Law and Management Update 2000, ABS Group Inc, Melville, NY, 10/01)

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- Water Pollution Control in New York (NY Environmental Law and Management Update 2000, ABS Group Inc., Binghamton, NY, 10/00)
 - Water Treatment Methods to Meet New Volatile Organic Water Quality Standards (NY AWWA, New England Water Conference, MA, spring 89)
 - Use of Granular Activated Carbon Filters for the Removal of Pesticides from Ground Water (Presentation, 3rd Groundwater Technology Meeting 09/87, CUNY; Published: Pollution, Risk Assessment and Remediation in Groundwater Systems (ed Khanbilvardi/Fillos)
 - Determination of Groundwater Sampling Frequencies through Bayesian Decision Theory Civil Engineering Transactions, Vol. 2, No. 4, 10/85
 - Selection of Cost-Effective Organic Removal Systems for Water Supply (Presentation with S. McLendon, J. Boy, ASCE National Conference on Environmental Engineering, MA, 1985)
 - Use of Groundwater Modeling in the Selection of Water Treatment Alternatives (ASCE Specialty Conference, Computer Applications in Water Resources, NY, 06/85)
 - One-Dimensional Mathematical Model of Virus Transport (2nd Int'l Conference, Ground Water Quality Research, OK, 03/1984)
 - Application of Groundwater Models to the Identification of Contaminant Sources (NWWA Conference, Practical Applications of Groundwater Models, OH, 08/84)
 - Design of Groundwater Monitoring Systems at Hazardous Waste Disposal Sites (Spill Control and Hazardous Waste Conference, CT, 09/83)
 - Alternative Approach to the Design of Groundwater Monitoring Systems, Using Bayesian Decision Theory (ASCE Nat'l Specialty Conference, VA, OH, 05/83)
 - Design of High Capacity Public Water Supply Wells in Contaminated Aquifer Systems (ASCE Nat'l Specialty Conference, FL, 03/1983)
-

PROJECTS

PROJECT	MODEL	APPLICATION
Hampton Hospital, East Hampton, NY	VIRALT	Evaluated potential impact of viruses from medical sanitary waste on public water supply wells
Hampton Bays Water District, Hampton, NY	PLASM (Prickett Lonquist Aquifer Simulation Model)	Evaluated the impact of installing public water supply wells on the water levels at Sears Bellows Pond

PROFESSIONAL TEACHING & COMMUNITY ACTIVISM

Institutions & Subject Areas

State University of New York at Binghamton, CUNY, NY	Groundwater Hydrology & Pollution, Water Resources Modeling, Geochemistry, Flow Through Porous Media, Analysis of Stream/Estuary Pollution, Fluid Mechanics, Hydraulic Problems, Geostatistics, Hydraulics & Hydrogeology
Brooklyn College, CUNY, NY	
Yeshiva University, NY	
Clarkson University, NY	

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Hydrology,
PE Review Course

Community Activism

Director, PWGC Students & Young Professionals Program (features scholarship, students on the job, internship opportunities)

Advocate for Institutional and Associations in their efforts to promote and educate about sustainable environmental and engineering solutions to the public, business and government sector

Paul K. Boyce, PE, Vice President, P.W. Grosser Consulting

Professional Experience

PWGC: 14 years

Prior: 3 years

Education

- MS, Environmental Engineering, Polytechnic University, NY
- BS, Civil Engineering, SUNY Buffalo, NY

Certification

- Professional Engineer, NYS
- BNL Radiological Worker I & III
- OSHA HAZWOPER 40-hr (29CRR 1910.120)

Honors & Awards

- ACEC, NY, 2005 New Principal of the Year
- NYSSPE Suffolk Chapter, 2006 Young Engineer of the Year

Areas of Expertise

- Water Resource/Supply Design
- Civil Site Design
- Remedial System Design
- Groundwater Hydrology
- Environmental Compliance
- Healthcare Engineering

Affiliation

- American Society of Civil Engineers (ASCE)
- NYS Society of Professional Engineers (Suffolk County Chapter)
- American Council of Engineering Companies (ACEC)
- Long Island Professional Geologists Association
- American Water Works Association (AWWA)

PROFILE

An environmental engineering professional for more than 15 years, Mr. Boyce has established an impressive portfolio of successful project strategies, designs, management, and execution. He is an expert in providing commercial, public, and private clients with target analyses, designs, modeling services, investigations, master planning development, construction oversight, and regulatory consulting. At PWGC, he focuses on the environmental and engineering needs of Municipal clientele as well as healthcare facilities.

He has experience with a broad spectrum of remediation designs and techniques, such as combining institutional controls and engineered systems to create workable, cost-effective solutions. Mr. Boyce looks beyond the obvious to determine whether new natural techniques will achieve the client's long-term plans, limit future liability; and have the least impact on overall operations. He assists clients with choosing conventional technologies and implementing them for use to their fullest capacity.

Mr. Boyce creates customized structural, mechanical, and civil/environmental designs, implementation strategies, and ultimately, management plans. His thorough knowledge of regulatory issues and his dedication to environmentally sound engineering solutions provides clients with invaluable guidance, and effective tools to establish and effectively implement long-term strategies based on factual, comprehensive data.

SELECTED PROJECTS

Benjamin Beechwood, LLC, Arverne Urban Renewal Area (URA), Far Rockaway, NY

Design/Engineering Management Services, Stormwater Collection & Conveyance System – Mr. Boyce was responsible for designing and siting a stormwater collection and conveyance system for an 80+ acre development along the south shore of Queens County. His responsibilities included locating

catch basins, grading design, sizing interconnecting piping networks and tie-ins with the local NYC storm sewer system. Mr. Boyce was also responsible for including BMP's in the system design.

Stormwater Quality Impact Assessment on Local Surface Water Body – Mr. Boyce was responsible for determining stormwater roadway run-off concentrations for TPH's, suspended solids, metals,

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coli forms, pH, and dissolved oxygen. To estimate the influence of these parameters on the nearby canal basins into which they were to be discharged, he employed chemical and mathematical relations using chemical properties and mass balances based on flow rates and tidal flushing volumes to estimate potential effects. Subsequently, he assisted in preparing the stormwater portion section of a DEIS (Draft Environmental Impact Statement).

Minmilt Realty, Farmingdale NY

Groundwater & Soil Remediation Systems Design –

Mr. Boyce evaluated, selected, and designed appropriate remediation systems to cleanup a large industrial solvent plume that had contaminated nearby soil and groundwater. The chosen groundwater remediation consisted of an air-stripping tower, granular activated carbon (GAC) filters for off gas treatment and recharge structures; the soil treatment system was a soil vapor extraction system (SVE) and GAC filters. Mr. Boyce's design responsibilities included sizing and selecting remediation system equipment, structural, mechanical, electrical, hydraulic, well, controls and instrumentation design. Mr. Boyce also performed three-dimensional numerical groundwater modeling to evaluate the effectiveness of the proposed groundwater remediation system and to size and locate a series of deep and shallow wells. Mr. Boyce prepared plans and specifications, a technical report for the NYSDEC detailing the choice of the specific components overall design process. Mr. Boyce was involved in the construction administration and oversight of the remediation systems and was responsible for reviewing and approving shop drawings and performing routine construction observation services.

Incoln Bright Bay, Bayshore, NY

Groundwater & Soil Remediation System Design –

Mr. Boyce evaluated, selected, and designed, a soil and groundwater remediation system for a petroleum spill at a car dealership. His choice of a

soil vapor extraction (SVE) system in combination with an air-sparging system as the appropriate remedial technology based on the characteristics of the contamination, the site hydrogeology, and capability to measure the extent of the spill and associated plume. Mr. Boyce located and sized SVE wells and air-sparge points, designed the SVE blower and air sparge compressor, evaluated whether off-gas treatment would be necessary, and selected appropriate controls and instrumentation to interlock the systems smoothly. He prepared plans and specifications, assisted the client in the bid and award of construction contracts, and oversaw the system's construction, testing, startup and operation, maintenance and monitoring.

Computer Circuits Hauppauge, NY

Soil Remediation System Design – Mr. Boyce was responsible for the design of a soil vapor extraction (SVE) system to remediate a small plume of solvents at an industrial site in Hauppauge, NY. The design included SVE wells both vertical and horizontal, a treatment shed, an SVE blower, air/water separator, a particle separator, electrical power supply and distribution and instrumentation and controls. Mr. Boyce performed all necessary calculations to estimate radii of influence for the horizontal and vertical SVE wells and was responsible for preparing the project plans and specifications that were to be submitted to the NYSDEC for approval and used as construction documents.

Ridge Mobil Gas Station, Ridge, NY

Soil & Groundwater Remediation System – Evaluated, selected, and designed the system for a petroleum spill at a gas station. He chose a soil vapor extraction (SVE) system in conjunction with an air sparging system as the appropriate remedial technology, based on the characteristics of the contamination, the site hydrogeology, and the overall size of the spill and associated plume. Mr. Boyce was responsible for locating and sizing SVE wells and air sparge points, designing the SVE

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blower and air sparge compressor, evaluating whether or not off-gas treatment would be necessary and selecting appropriate controls and instrumentation for the systems so that they could be interlocked. Mr. Boyce prepared the project plans and specifications for NYSDEC review and construction purposes

Brookhaven National Laboratory, Upton, NY

Building 705 Stack Study - Mr. Boyce was the lead author of the study report, which was an evaluation of end-state alternatives for the D&D of a 320-ft tall reinforced concrete stack that had been used to exhaust reactor and nuclear experiment cooling gases. The report assessed different D&D technologies, disposal options, and potential effects of demolishing such a large structure on laboratory operations. PWGC prepared preliminary cost estimates the DOE used to select a feasible demolition methodology as well as a plan to construct a smaller replacement stack for any site activities that still needed a stack.

Engineering Services for the Glass Holes and Animal Chemical Pits CERCLA Remedial Excavation - Mr. Boyce prepared the excavation plan and design drawings for a remedial excavation of over 50 individual waste pits at the client's site. He managed the initial delineation of the waste pits and oversaw the geophysical survey using electromagnetic survey equipment. He prepared the excavation plan detailing technical guidelines for the hazardous waste site's remediation. The plan provided direction for the removal/recovery of organic, inorganic, biological, and radioactive buried wastes, as well as explosive, reactive, and corrosive materials. Mr. Boyce's engineering drawings detailed the excavation layout, work and stockpiling areas, grading, drainage, haul routes, utilities, and site restoration. He acted as a field engineer during the field operations, oversaw excavation and waste removal, stockpiling, characterization and

segregation of excavated materials, and monitored daily logistics for field crews.

Mercury-Contaminated Soil Treatment Alternatives Evaluation Report - Mr. Boyce prepared a report, documenting various treatment technologies to remediate mercury-contaminated soil. His report included a presentation and detailed explanation of applicable technologies. Additionally, he conducted a comparison study of technologies, focusing on treatment process effectiveness for treating types, quantities concentrations of mercury present in the soil, as well as the overall economics and cost effectiveness. He addressed the presence of other contaminants such as organics and radioactive parameters, and studied the available technologies. He also presented recommendations for a soil stabilization process and options for remediated soil disposal.

OUIII Western South Boundary Remedial System Design - Mr. Boyce was responsible for assisting in selecting the appropriate remedial technology for a groundwater pump treatment system for a volatile organic contaminant plume clean up. He suggested appropriate technologies and reviewed them from a feasibility standpoint. He recommended the most applicable one, based on effectiveness, available capital and O&M costs, implementation, reliability, operation, and maintenance. Mr. Boyce was then responsible for preparing a portion of the design of the recommended treatment technology, which included sizing and optimizing the primary treatment equipment (4-foot diameter x 35-foot tall air stripping tower).

Ash Pits Capping - Responsible for preparing the design of a capping system for an area formerly used as incinerator ash repository. He conducted the initial investigation to assess the area's extent by reviewing old aerial photographs, digging test pits, and conducting interviews with BNL personnel. Once he had delineated and surveyed the area, Mr. Boyce designed a soil-cap cover system in accordance with

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NYSDEC regulations to prevent surface exposure to ash and to minimize rainfall infiltration through the area. He was responsible for preparing design/construction drawings that included grading, drainage, slope stabilization details, limits of clearing and coverage and site restoration work such as fencing, roadways, signage, etc.

High Flux Beam Reactor (HFBR) D&D Cost Estimates & Scheduling – Mr. Boyce is well versed in D&D services for nuclear research facilities. He managed and oversaw various services at the DOE facility to provide the client with estimates for a facilities ultimate D&D end-state. Key tasks included

Quantity takeoffs from original design and as-built/record drawings from field measurements
"Bottoms-up" cost estimating for decontamination, demolition, waste management, health physics (HP), radiation control (rad-con) support, project management, engineering and planning aspects.
Development of applicable project contingency matrix, and assignment of contingency degree for each D&D activity

Applicable labor rates review and analysis.

Comprehensive project schedule generation (permitting, planning, engineering, execution, program management, and closeout)

Preliminary scope of work and estimates preparation for indirect HP quantities and costs

Regulatory rules/regulations review.

Coordination/liaison services between client and contractors/vendors.

Preliminary decontamination, demolition and restoration sequences preparation

Key assumption establishment for each cost estimate and schedule.

Brookhaven Graphite Research Reactor (BGRR) D&D Consulting – Mr. Boyce provided the planning and cost estimates for the planned D&D activities at the 5-megawatt research reactor and its associated structures (stack and well house). He provided an estimate for the complete demolition of the mechanical, electrical,

and structural components of the reactor building and the exhaust stack, including quantity estimates (construction & demolition debris, hazardous wastes, LLW materials and site restoration materials).

He developed work scopes for D&D activities relative to specific BOPs and individual levels within the BMRR, and a project schedule and time line for D&D activities, and furnished supporting documentation in the form of a work-breakdown structure dictionary

Brookhaven Graphite Research Reactor (BGRR) D&D Services – As project manager, he was responsible for D&D oversight and engineering services, which included the design of ventilation systems, design of structural components in support of radiation shielding and equipment placement, as well as the design and construction of a facility mock-up to assist in personnel training for actual D&D activities. Throughout the project, Mr. Boyce provided guidance and direction to project engineers charged with performing design work and reviewed design drawings for adequacy. D&D activities design services were associated with included demolition and removal of radiological contaminated air filters.

Lawrence Livermore National Laboratory

CD 0/1 Document Peer Review – Mr. Boyce was a member of a National Nuclear Security Administration (NNSA) team, charged with conducting a peer review of preliminary CD 0/1 documents, which site staff had prepared for the D&D of a nuclear research facility at LLNL (Building 431). He served as focus area lead for the technical scope and value engineering portions of the review. He toured the facility, reviewed pertinent work documents, interviewed staff responsible for document preparation. Moreover, he reviewed and evaluated the work documents for coherency, completeness and acceptable levels of detail for CD 0/1 stage requirements. Subsequent, he recommended how to improve the documents, and

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participated in a debriefing with the NNSA team and site staff.

Shelter Island Heights Water District

Water Main Replacement – Mr. Boyce was responsible for providing construction observation services for a water main replacement project in the Shelter Island Heights Water District. He provided daily oversight throughout the new mains' installation. He ensured the mains were installed in accordance with project plans and specifications. He inspected pipe sizes and materials, installation and excavation procedures, flushing, pressure testing and backfilling of the trenches. He prepared inspector's daily reports and coordinated closely the contractor, design engineer, and heights personnel.

Brentwood Water District (BWD) Air Stripper at Plant No. 2, NY

Treatment Alternatives Study & System Design – As Project Engineer, Mr. Boyce conducted the treatment alternatives study for a VOC contaminated well field BWD. The study ultimately recommended air stripping as the most effective and cost efficient technology to treat groundwater withdrawn from Plant No. 2. Upon the study's completion and acceptance, he prepared the design for the treatment system, which encompassed mechanical, electrical, structural, hydraulic, and architectural and pipe components. Specific design components: an 11' diameter by 30' packed bed depth aluminum air stripper, a 100,000-gallon ground storage clearwell, and booster pumps. Specific design aspects: staging an existing well pump, electrical service grade, a new natural gas engine generator set, stripping tower enclosure, and three existing pumping stations refinish. He prepared the plans and specifications, which were approved by the DHS and ultimately used to construct the air stripper and related facilities. Following the design phase of the project Mr. Boyce was then responsible for providing construction administration and observation services.

Nitrate Study & Analysis – Mr. Boyce prepared a statistical analysis to compare increasing groundwater nitrate concentrations with pumpage from Plant # 2 of the Brentwood Water District (BWD). The analysis involved compiling water quality data to measure levels in three wells of Plant No. 2, reviewing the data, and using statistical methods to forecast the water quality of pumpage from the aquifers utilized by the BWD. He superimposed pumpage data from Plant # 2 over his water quality findings to create a trend analysis, which showed nitrate concentrations fluctuated in the different wells based on pumpage. Mr. Boyce recommended available treatment technologies, which eventually, would be necessary to slow the deterioration rate of water quality caused by nitrate level changes. He advised that, based on the statistical analysis, establishing pumping sequences would slow the rate of water quality deterioration. His report also included estimates for when treatment of nitrate will become necessary and appropriate treatment technologies available.

Village of Dering Harbor Water District

Corrosion Control – Mr. Boyce was responsible for preparing a study to evaluate various corrosion-control treatment options for the Village's water district. The study ultimately recommended the addition of soda ash effectively raising the groundwater's pH to continue supplying the Village. Following completion and acceptance of the study by the SCDHS Charged with designing the chemical solution feed systems to inject soda ash at the wellheads of the Village's two supply wells, Mr. Boyce designed chemical mixing tanks, solution storage tanks, feed pumps, interconnecting piping, injection tube assemblies, and safety interlocks to feed the soda ash into the distribution system. Once the systems' construction was completed, Mr. Boyce was responsible for preparing record drawings for the Village and SCDHS.

West Neck Water District, Shelter Island

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New Well and Upgraded Pumping Station – Mr. Boyce was responsible for designing a new well and upgrade for an existing treatment plant for the West Neck Water District on Shelter Island. The existing plant was basically a below grade vault that housed two shallow supply wells, two pressure tanks and some chemical feed equipment. He designed and integrated a new well and upgraded the vault to an above ground treatment building. The upgrade involved new piping, pumps, monitoring equipment, controls, a new structure, and accessories such as heating, ventilation, lighting, and power. Mr. Boyce was responsible for preparing plans and specifications, obtaining Health Department approval and preparing as-built drawings once the project was completed.

ALL Systems Inc., Commack, NY

Recharge Basin Size Analysis – To assess the feasibility of reclaiming land used for recharge purposes, in order to sell or alter its use, Mr. Boyce analyzed the industrial facility's existing cooling/cooling water recharge system. His analysis included an investigation of the facility's hydrological and drainage characteristics, and the existing storm water handling facilities' capability to accommodate various storm events. Mr. Boyce reviewed local building codes to make sure any proposed alterations could handle the minimum required storm events. He investigated also cooling water discharge rates to the recharge basins, to determine how much of the existing basins were required to handle the cooling water. With his report, ALL Systems was able to effectively evaluate its real estate options.

Hampton Bays Water District, Suffolk, NY

Well Field Construction & Integration – He prepared the structural, mechanical and electrical designs for a new well field including two pump stations. In addition to construction plans and specifications, Mr. Boyce oversaw the integration of new well field with an existing distribution system via hydraulic

analyses, and provided advice and assistance during the regulatory agency review and approval process. In a subsequent phase of the project, he was involved in creating the layout of several residential water main projects. He analyzed the proposed water main layouts and prepared conceptual designs based on Health Department and ISO requirements.

Caustic Feed Systems Design – Mr. Boyce was responsible for the design of caustic feed systems at all eight of the District's supply wells. He prepared existing conditions drawings by conducting field visits to obtain the necessary information. He then designed caustic feed systems consisting of double-walled underground storage tanks, piping, metering pumps, safety interlocks, controls, alarms and injection equipment to raise the ambient pH of the groundwater withdrawn from the shallow aquifer system to between 7 and 8.5. He was responsible for preparing plans and specifications, obtaining Health Department approval, and then overseeing the construction administration and observation aspects of the project.

Isolated Pressure Zone Design – Mr. Boyce was responsible for designing an isolated pressure zone in an area that was experiencing chronic low-pressure conditions within the distribution system of the Hampton Bays Water District. He worked with existing distribution system maps and survey data to identify the boundaries of the proposed zone, he worked with available hydraulic data to estimate pressure conditions and developed a planned approach as to how to isolate the zone and create a booster pumping station to raise pressures within the zone to acceptable levels. He was responsible for preparing the project plans and specifications that included a new packaged booster pumping station, water main and valve work, electrical service and site work. The SCDHS approved the plans; and the pressure zone was constructed in close correlation to Mr. Boyce's design and construction cost estimate.

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City of Long Beach, NY

New Elevated Storage Tank Hydraulic Analysis & Permitting

Mr. Boyce was responsible for performing a hydraulic analysis to identify the optimal height and location for a new steel elevated water storage tank for the City of Long Beach. He used computer modeling to perform the analysis and was responsible for obtaining and entering all data into the model. He worked closely with the City's water department personnel to accurately represent the City's distribution system and obtain factual hydraulic data such as flow rates, operating flow rates, velocities, pipe sizes, etc. Mr. Boyce ran several different modeling scenarios including worst-case conditions under peak day with fire flow demands. He used the model output to locate and recommend an appropriate height for the new tank.

Town of Oyster Bay, Syosset, NY

Potable Water Supply System Upgrade Design & Compliance Management Services – As Project Manager, Mr. Boyce coordinates inspection and assessment services for the town's Tobay Beach Park & Marina potable water supply system. PWGC focuses on the water supply system's status of compliance with NYSDOH, NCDOH and 10-State Standards, and provides feasible engineering designs to in response to the town's objectives: Safe, potable water for Tobay Beach patrons, in an economically sound fashion. Mr. Boyce managed the authoring of a feasibility report, and selected/recommended minimum corrections and system upgrades. In addition, he prepared the design of a dry-briquette calcium hypochlorite chlorination system and other upgrades at Well House 3 of the Tobay Beach Park & Marina. To date, he continues to provide engineering services and design specifications for wellhead improvements. He also directs PWGC water quality monitoring and assessment services at the beach to determine

compliance with local and state health department water quality and equipment guidance.

Pinelawn Memorial Park, Farmingdale, NY

Colonial Springs Golf Course Irrigation Well System Design & Construction – Mr. Boyce prepared the designs and supervised the installation of a new system for the new 18-hole golf course. The system, comprised of 2 groundwater supply wells, a 12-acre storage lake, booster pumping station, and distribution piping, has been running smoothly since start-up.

Suffolk County Department of Public Works (SCDPW), Timber Point Country Club, Great River NY

Golf Course Supply Well Investigation & Rehabilitation – As part of a comprehensive water distribution system upgrade at the Park, Mr. Boyce managed the investigation and rehabilitation of the golf course's supply well. He prepared the design to address turbidity problems and supervised the integration of a new booster pumping facility.

NYC Department of Transportation, Kensico Reservoir Rte 120 Expansion Stormwater Management System, Westchester, NY

Stormwater Quality Pre-Construction Baseline Assessment

Project manager for a roadway runoff sampling project that involved 15 storm events and 5 outfalls along the Kensico Reservoir in Westchester County, Mr. Boyce directed work to install automated sampling equipment, monitor weather conditions. He coordinated sampling events with field staff and other project team members, managed analytical data and preparing a statistical analysis and report on the stormwater runoff quality.

Village of Hempstead

Iron Sequestering Report – Mr. Boyce was responsible for preparing a report that documented the results of an iron sequestering study that was performed for the Village of Hempstead. He evaluated different sequestering products for

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effectiveness in keeping the dissolved iron in the Village's water supply in solution. He was responsible for collecting all the field data, comparing the various sequestering agents that were used and ultimately recommending the most effective and cost efficient product.

Jay Construction Corp, NY

Pile Foundation Designs for Residential Homes - Mr. Boyce was responsible for designing foundations for four residential homes in Patchogue, New York. The design included investigating existing soil conditions, reviewing architectural plans, sizing piles based on soil conditions, locating piles based on architectural layout, determining number of piles based on loads including self weight, building dead, live, snow and wind load, and worst case combination of loads based on building code. He created designs for reinforced concrete pile caps in accordance with ACI requirements, and foundation walls to serve as grade beams between pile caps. Mr. Boyce prepared construction documents including plans and specifications, and acted as the primary client contact throughout the project.

Nesconset Nursing Center, Nesconset, NY

STP Monitoring Well Design and Installation - As project manager, he (1) located and designed a series of groundwater monitoring wells around the center's sewage treatment plant in accordance with SCDHS standards, (2) researched local groundwater conditions, including depth to water and flow direction, (3) and sized a three-well-network around the plant accordingly (one upgradient and two downgradient wells). Once the SCDHS had approved his plans and specifications, he assisted the client in reviewing contractor bids for the project. Subsequent, Mr. Boyce oversaw the construction and logging of geologic conditions for the wells' installation, as well as the preparation of as-built drawings following completion of the fieldwork.

Sewage Treatment Plant (STP) O&M Manual Preparation- Mr. Boyce prepared an operation and

maintenance (O&M) manual for the Nursing Center STP, which utilizes an activated sludge process with a peak design flow of 42,000 gpd. The SCDHS had ordered the plant to develop an O&M manual after finding the existing plant manual insufficient, lacking key information and proper organization, during a plant inspection. Mr. Boyce was responsible for reviewing the plant, study its operations, procedures, layout, and processes, and preparing an acceptable O&M manual. He visited the site on a regular basis to (1) met with operators, record areas and processes in need of improvement, and (3) take an inventory of the equipment and components used in the plant's activated sludge treatment process. He cross-referenced his findings with his research findings and review of data and documented information, including design drawings and the original design report, process flow schematics, equipment catalog cuts, and influent and effluent analytical data. He prepared an organized O&M manual in accordance with recognized standards and submitted the manual for health department approval. SCDHS approved the manual, which has been in use at the plant since.

Southampton College, Southampton, NY

Sewage Treatment Alternatives Evaluation - Mr. Boyce assisted in the preparation of an engineering report for Southampton College to evaluate various sewage treatment alternatives for the current campus, and a possible expansion of the campus. Mr. Boyce researched ecologically engineered sewage treatment systems (i.e., Living Machines, Solar Aquatics, and Ocean Arks), helped determine their applicability, coordinated with the SCDHS regarding acceptance and computed estimated sanitary flow numbers based on County sanitary code requirements. Mr. Boyce was involved with the conceptual layout of sewage treatment locations and associated sewage collection systems. He helped develop and cost out the various viable alternatives

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and provided input into the report and commendations.

Village of Sag Harbor, East Hampton, NY

Municipal Sewage Treatment Plant Engineer of Record – Mr. Boyce is assisting in providing engineering services for the Village of Sag Harbor municipal sewage treatment plant. The plant is a sequential batch reactor (SBR) with a peak design flow of 250,000 gpd. His responsibilities include (1) providing on-call technical support to plant operators on how to troubleshoot operational and process problems, (2) review of plant effluent data, analysis of flow and effluent quality conditions, and (4) provision of design services when needed.

United Aviation Services, LaGuardia Airport, NY

Fuel Pad Design – Mr. Boyce was responsible for the structural design of a reinforced concrete pad to support fuel for a jet fuel tank farm. The design included an existing soil conditions investigation to determine bearing capacity/structural adequacy to support the new proposed loads; locating, sizing and siting the new filter pad among an existing pipe tank network, concrete reinforcement to withstand differential settling effects; sizing a secondary containment volume and dyke wall for the fuel filters integration into the existing system; a steel frame staircase and catwalk system design for maintenance worker access to the fuel tanks. Mr. Boyce was responsible for preparing structural calculations and construction documents including plans and specifications. Before construction, he submitted the plans to the NY/NJ Authority for review and comment. During construction, unexpected sub-surface conditions were encountered that required significant design changes, including re-engineering the pad foundation. He provided adjusted structural calculations and revised the design to accommodate conditions that could not be alleviated.

Stormwater Sediment & pH Control Investigation, LaGuardia Airport, Queens, NY – He was responsible

for reviewing and investigating an on going problem of storm water discharge to a surface water body with a too high solids content level. Storm water runoff collected at the fuel tank farm for LGA is passed through a treatment system to remove oils and organic contaminants. Under severe rainfall events, the treated storm water effluent had been discharged to the adjacent harbor with unusually high amounts of suspended solids, which were temporary violations of the facility's SPDES permit. To find a cost effective solution for the continuing problem, he evaluated various alternatives from in line cartridge filters, to settling tanks, to storm drain separators. Aside from cost, he considered other restrictions, such as limited space for installation, maintenance, durability, and reliability. He studied peak hydrologic events and recommended the most efficient and effective treatment option for the owner to implement. Elevated pH of the discharged treated storm water effluent presented an unexpected, and separate, water quality issue. Mr. Boyce was responsible for investigating the cause of the problem and recommending a course of corrective action.

Lemon-X Corp., Huntington Station, NY

Industrial Wastewater Treatment Study – Generating roughly 3,000 gallons per day of industrial wastewater at a facility without a wastewater treatment system, the mixed drink and fruit juice beverages manufacturer hired PWGC to comply with a NYSDEC issued order of consent to rectify their current method of wastewater disposal into on-site drywells. Currently, Mr. Boyce is in the process of preparing an analysis of viable treatment options, such as a hold and haul, and a 2-step treatment process that uses roughing filters to filter and remove nitrogen. Mr. Boyce has led the on-going waste stream sampling program, and has been involved with the treatment process selections and cost estimates. The treatment system design is

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expected to receive NYSDEC approval based on the report's recommendations.

AIL Systems, Deer Park, NY

Sewage Treatment Plant Evaluation Study – AIL systems, an electrical defense contractor, was attempting to sell their Deer Park property occupied by their large engineering and testing facility. The facility has its own sanitary wastewater treatment plant on-site. Located outdoors, the activated sludge type plant has a peak design flow of 43,000 gpd. A prospective buyer, The Tree Line Companies, contracted PWGC to evaluate the condition and performance of the existing sewage treatment plant. Mr. Boyce performed a plant inspection, obtained, and reviewed operational records, annual operating costs, O&M manuals, plant influent and the effluent water quality data, design drawings, reports, schematics, and equipment catalog cuts. He supervised the following analysis and evaluation to determine the overall condition of the plant, its estimated remaining life expectancy, future operating costs, and level of performance according to the facility's SPDES permit requirements.

Montauk Yacht Club, Star Island, Lake Montauk, NY

Sewage Treatment Plant Design – Mr. Boyce was responsible for the structural design of the key components of a sewage treatment plant for the Montauk Yacht Club. The plant, a sequential batch reactor (SBR) type with a peak design load of 50,000 gpd, featured a treatment process involving several large tanks made of reinforced concrete. Mr. Boyce worked closely with the process design engineers to size, arrange, and orientate the various tanks in the treatment train within the plant. He then prepared the structural design of the tanks and associated building facilities, which included reinforced concrete, steel, and masonry components. In addition, Mr. Boyce prepared the design drawings and specifications, and collaborated with the project architect to coordinate the overall height, shape, and exterior appearance of the sewage treatment plant.

Good Samaritan Hospital, West Islip NY

Well Turbidity Study – Based on his review of existing quality data, Mr. Boyce recommended sampling and analyzing for additional parameters. He applied a Water quality model, using the existing raw water quality data; to achieve optimal water quality (pH-level, hardness, and alkalinity), he performed trial and error solutions using a numerical model. Different treatment chemicals were included in the model in various combinations or by themselves. Concluding modeling efforts led to a realistic chemical concentration.

Copper & Lead Desktop Study – The results of his study served to identify the possible causes for turbid water condition and proposing alternative options for corrective actions to restore acceptable water quality. He presented each alternative for evaluation and comparison to determine most advantageous choice, based on potential for success, technical complexity, and cost. He prepared a treatment specification and coordinated with an experienced well driller, resulting in a successful chemical treatment, and restoration of the water quality to acceptable conditions.

North Shore Long Island Jewish Health System Hospitals, NY

Environmental Compliance Audits (ECA) – Mr. Boyce oversaw the audits for NSUH at Glen Cove, Franklin, Syosset, Southside, and Plainview. The audits concentrate on the major environmental areas of concern: storage tanks, air emissions, hazardous materials/wastes, storm water, potable, and wastewater. He prepared an Environmental Compliance Issues report, based on the environmental audits. Further, he provides on-going guidance and support to address any identified violations per government, state, and local environmental regulations.

North Shore University Hospital (NSUH), Glen Cove, NY, Geothermal Wells Project – As project manager, he prepared the feasibility study, well permits,

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construction documents, and oversaw the construction and fieldwork for the installation of a 400 GPM open-loop groundwater heat pump system. Before design, Mr. Boyce conducted the study to assess the feasibility of augmenting the AC's geothermal well system; he investigated size and location options for new wells, and prepared construction cost estimates, based on minimizing potential conflicts with existing site constraints and the likelihood of regulatory agency approval. He determined that expansion of the existing system would be feasible based on cost, local hydrogeology, and his modeling results. He advised the client that construction would cause significant disruptions to the hospital's daily operations.

In accordance with NYSDEC guidelines, he investigated the potential effects of the proposed project on a nearby inactive hazardous waste site, obtained baseline water quality data, estimated aquifer characteristics to refine and calibrate the model, and drafted a design and construction plan of a test and monitoring well to determine local geologic conditions. As liaison between NSUH, the NYSDEC, and the local regulatory agencies, he established that a scaled-down, relocated system would have negligible effects on the hazardous waste site, and consequently, obtained approval for the proposed construction.

NSUH selected Mr. Boyce to design, plan, and oversee the construction of the new system, which involved developing the design and strategy for a supply and recharge well system with inter-connecting process piping, detailed hydraulic analyses, sizing the various system components, and coordination with other project consultants on the installation of piping and process equipment.

Suffolk County, NY

Water Supply Investigations (WSI) - To investigate lead and copper levels in the potable water supply at schools, hospitals, office and other public buildings, Mr. Boyce conducted corrosion control analyses. As

part of the WSI, he prepared treatment studies to recommend optimal corrosion control related to water quality, economics, and system operator capabilities. Based on his study results he created designs and ensured that the corrosion controls were implemented according to his designs and study recommendations.

Birchwood Nursing Home, Huntington, NY

Structural Design - Developed and created the structural design of a sewage treatment plant (STP) retrofit and upgrade for the nursing home, which, thus far, utilized a rotating biological contactor (RBC) process to treat 40,000 gpd of wastewater. The plant was to be upgraded to handle a new peak design flow of 60,000 gpd and be retrofitted from the RBC type of process to a sequential batch reactor (SBR) style plant while utilizing as much of the existing plant as possible. Process tanks needed to be increased in capacity and the footprint of the plant needed to be enlarged to accommodate the expansion. Mr. Boyce conducted a site survey to review and confirm the existing conditions. He worked closely with the process design engineers to rearrange and configure new tank sizes, piping runs, equipment locations, and the proposed building layout. To conduct the structural design of the tank upgrades and building expansion, Mr. Boyce utilized reinforced concrete and steel design procedures. He prepared plans and specifications and coordinated with contractors during construction accordingly.

Ross School, East Hampton, NY

Master Planning & Campus Design - Mr. Boyce was responsible for providing civil engineering design services to develop a master plan for the private school campus.

Civil Engineering Services - He provided civil engineering and consulting services for grading, drainage, utility layout, roadways, parking, site lighting, athletic playing fields, irrigation, water supply, sanitary, wastewater collection, and open loop geothermal heating/cooling water systems.

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Throughout the project, Mr. Boyce collaborated with other project consultants, foremost planners, architects, landscape architects, MEP engineers, surveyors, contractors, the construction manager, and the school administration. He oversaw and participated in the conceptualization and preliminary design of the proposed campus layout, and served as advisor and coordinator to (1) develop environmentally sound engineering designs, and to (2) to coordinate the civil engineering design aspects with other important features such as academic programs, architecture, landscaping and pedestrian walkways.

Environmental Engineering Services – The proposed campus was to be a one of a kind, transforming the school into a state of the art learning institution, situated in a rural, wooded groundwater recharge area. The campus was to be as green as possible utilizing available environmentally friendly technologies. Due to the campus's sensitive environmental location as well as sanitary density issues, a sewage treatment plant was necessary. Mr. Boyce conducted the investigation and evaluation of different sewage treatment technologies capable to meet the school's needs (1) functionally, (2) to comply with regulatory requirements, for integration with the academic program, for the most environmentally sensitive and appealing design.

Environmental Consulting and Conceptual Design Services After researching the latest sewage treatment technologies, Mr. Boyce recommended a greenhouse-style technology that relied on ecological and natural mechanisms for wastewater treatment to below the Health department discharge standards. Mr. Boyce presented his findings and recommendations to the master planning team and school administration. After the panel accepted his recommendation for an ecologically engineered sewage treatment system, Mr. Boyce began working on conceptualized plant layouts, siting for possible

plant locations, and design of a preliminary sewage collection system.

Geothermal Well System Design – As the project manager, Mr. Boyce was responsible for site assessment, design, construction oversight, and preparation of O&M manuals for the geothermal well systems. He conducted an investigation on the feasibility of using open-loop geothermal systems to heat and cool two of the school's most prominent buildings – The Center for Well Being (Bldg 5) and the Media Pavilion (Bldg 2). Mr. Boyce researched local hydrogeological and groundwater quality conditions and analyzed the effects of required flow rates on a nearby Suffolk County Water Authority (SCWA) well field. He employed Groundwater Vistas by ESI, to create a detailed three-dimensional model for the area. His analysis illustrated the potential effects of supply and recharge wells on (1) each other, (2) nearby neighboring shallow wells, (3) the SCWA well field, and (4) the local water table (The model also took into account of the local groundwater divide). Once he had demonstrated that operating two separate open-loop geothermal well systems in close proximity would not have an impact, he prepared the engineering report for the NYS Department of Environmental Conservation (NYSDEC), along with the appropriate Long Island Well permit applications for approval.

Inlet Seafood, East Hampton NY

Site Plan Application – As senior engineer, he designed and coordinated the preparation of site-plan application drawings for a commercial/industrial site looking to expand the site from a commercial fishing marina to a multiple use area that included retail, restaurant, and commercial fishing. Mr. Boyce was responsible for the civil site concerns, which included, grading, drainage, sanitary, water supply, utilities, parking, traffic controls, site lighting, and building locations and elevations. He worked with the owners and other project consultants to conceptualize and plan the

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site layout for optimum use and compliance with local zoning and building codes. In addition, he prepared site-plan application drawings for submission to the Town Planning Board for review as well as local regulatory agencies.

Heatherwood Communities, LLC, Manorville Apartments, Manorville, NY

Environmentally Engineered STP Design and Engineering Study – Mr. Boyce designed and supervised an engineering study to recommend the most suitable site for the planned STP in the environmentally sensitive and shallow groundwater area. He conducted a thorough analysis of the area's historical groundwater level data from nearby off-site wells, and employed numerical analysis to simulate and estimate an anticipated high water level for the site. To compare water level readings at the designated site to readings from nearby off-site wells, he installed a series of observation wells. Mr. Boyce investigated the relationship between these findings, the proposed layout for the apartment community, and environmental constraints (i.e. wetlands setbacks) to optimize the STP location.

Three Mile Harbor Boat Yard, New York

Site Planning Analysis – Mr. Boyce was responsible for evaluating the existing site conditions and recommending possible site improvements to enhance an existing boat yard facility in East Hampton, New York. His responsibilities included: investigation of local zoning and building codes, sizing and locating sanitary facilities, sizing, layout and arrangement of parking facilities, sizing locating, orientating a new proposed structure to house a marine shop, offices and storage and industrial space. Critical issues that needed to be addressed were that the site is located in a harbor protection area and public water was not available which put severe constraints on sizing and locating the sanitary facilities. Mr. Boyce prepared proposed plans delineating possible site alternatives and wrote a detailed report explaining the various options and what is required to implement each to comply with regulatory agencies, utility companies, and financial aspects.

MODELING EXPERIENCE

MODEL – CLIENT & APPLICATION

Groundwater Vistas – Environmental Simulations International

Glen Cove Hospital, Glen Cove, NY – Study of geothermal wells impacting each other, hazardous waste site, and water table

C.W. Post College, Brookville, NY – Size & locate open loop geothermal well system

Trigen-Nassau Energy Corp, Garden City, NY – Size new industrial well, estimate impacts on nearby wells, headwaters of East Meadow Brook

BNL, Western South Boundary, Upton, NY – Estimate capture zone of groundwater recovery wells for Remediation Project

Ross School, East Hampton, NY – Study effects of geothermal wells on neighboring wells, water table, each other

Suffolk County, Department of Public Works, Sewer District 21, SUNY Stony Brook – Evaluate Travel time & flow of Sewage Treatment Plant effluent to Long Island Sound using The County's Groundwater Model

WaterCAD – Haestad Methods

Hampton Bays Water District, Hampton Bays, NY – Water distribution system design & analysis

West Neck Water Supply, Shelter Island, NY – Water distribution system design & analysis

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City of Long Beach, Long Beach, NY – New elevated storage tank integration into existing distribution system
– Prickett Lonquist Aquifer Simulation Model & Hyperventilate Model (Int'l Ground Water Modeling Center (IGWMC))

– QuickFlow (Geraghty & Miller, Inc)

Minmilt Realty, East Farmingdale, NY – Well location and pumping rate selection; Soil vapor extraction system design; PLASM model results verification

Rothberg, Tamburini & Winsor Corrosion Control & Process Chemistry Model – American Water Works Association

Water Suppliers (Non-transient, non-community/community) Suffolk County, NY – Lead & copper desktop studies (water quality modeling)

PUBLICATIONS

Open-Loop Geothermal Well Systems on Long Island (10th Conference, Metropolitan & Long Island Professional Association of Geologists (M & LIPAG), 04/03, SUNY Stony Brook)

Much Ado About Mercury: Evaluation of Treatment Options for Mercury Contaminated Soil at Brookhaven Nat'l Laboratory (BNL) (6th Conference, M & LIPAG, 04/99, SUNY Stony Brook)

Not Just a Chemical Interaction: Complementary Roles of Geologist & Engineer on a Hazardous Waste Remediation Project at BNL (5th Conference: M & LIPAG, 04/98, SUNY Stony Brook)

Gerry Rosen, PE, Project Manager, P. W. Grosser Consulting

Experience

PWGC: 5 years
Prior: 6 years

Education

MS, Civil Engineering, Polytechnic University, NY
BS, Civil Engineering, Clarkson University, Potsdam, NY

Certification

Professional Engineer, NYS
OSHA HAZWOPER 40-hr (29CRR 1910.120)

Areas of Expertise

Water Resource, Wastewater, Supply Planning & Design
Civil Site Design

Affiliation

American Society of Civil Engineers (ASCE)
NY State Society of Professional Engineers (Nassau Chapter)
Suffolk County Community College, NY, Faculty Member

PROFILE

An environmental engineering professional for more than 10 years, Mr. Rosen has established an impressive portfolio of successful project strategies in water resource, wastewater, and civil planning and design disciplines. He is an established project manager, directing investigations and implementing strategies timely according to project objectives. Mr. Rosen's responsibilities include environmental engineering design related to water supply and sewage treatment, and remediation design at several hazardous waste sites. Often working on several design projects which involve developing plans and specifications, sampling and working closely with contractors, he, recently, completed an engineering design project for Suffolk Community College's Western Campus, alongside long-term projects assigned to him. As part of this project, he designed a sewage lift station and a gravity sewer line. At Eastern Long Island Hospital in Greenport, L.I., Mr. Rosen performed a structural inspection and completed a beam design. His thorough knowledge of Water planning/design issues allows him to take on highly sensitive and complicated projects with regards to these issues and take them through to completion. He has proven himself to provide critical thinking to postulate engineering solutions for commercial, private, industrial, municipal clients. He is an expert in providing his clients with designs, investigations, site planning, regulatory compliance, and construction oversight services. He also has experience with electrical, mechanical and plumbing systems. It is this broad range of knowledge that lets him work closely with other design professionals to streamline the design process and fast track projects when necessary.

SELECTED PROJECTS

Shelter Island Heights Owners Corporation, Shelter Island, NY

Design & Sampling - Mr. Rosen was responsible for obtaining air samples, coordinating the comprehensive process evaluation, and the infiltration inflow analysis of their 100 year old sewer system. To determine if an odor problem existed, he tested for BOD, TSS, MLSS, and TVSS.

Hampton Bays Water District, Southampton, NY

New Well House Construction - Mr. Rosen had prepared the building and general construction plans and specifications, as well as mechanical work for the proposed well house. He coordinated with the Water District throughout the whole project, prepared contracts, and constructed administration.

Water Supply Projects, Long Island, NY

Camp Hero Water District, East Hampton, NY - Upgrades design and implementation at iron removal plant. Included additional manganese greensand filters installation.

Shelter Island Water District - Responsible for the design and implementation of a major water main replacement program. Provided resident inspection during construction, responsible to upgrade four existing water facility pump stations to be in compliance with regulatory standards, prepared detailed distribution system maps for operating personnel, performed routine testing to monitor corrosion control, and implemented corrective measures to keep water quality in compliance with regulatory standards.

Hampton Bays Water District - Assisted with new well field design and construction, responsible for building and general construction, electrical/mechanical, and scada systems and performed construction observation.

Water Authority of Great Neck North - Responsible for the design for a new air stripper, booster pump station, and voc and perchlorate treatment system.

Responsible for the Design of a new SCADA System for the District - The SCADA system will allow full control operation of all water district facilities from the main office.

Clinton Water District - Responsible for the design of several miles of water main construction, prepared design reports for the permitting of a new rock well, responsible for the design and the construction of a new well, clear well and booster pump station.

Responsible for the preparation of detailed water distribution system maps and periodic upgrades to reflect new construction, responsible to review developer plans and provide engineering comments

Suffolk County Water Authority - Responsible for the design of new lime treatment facilities at five existing pump stations in Greenport Long Island. This included the construction of new lime treatment buildings and lime feed equipment.

Sewer Projects, Long Island, NY

Shelter Island Heights Property Owners Corporation - Prepared a comprehensive process evaluation report for the Sewage Treatment. Operated the sewage treatment plant for a month, prepared an

Gerry Rosen, PE, Project Manager, P. W. Grosser Consulting

infiltration / inflow report for the sewage sub collection system, designed modifications to the chlorine contact chamber, prepared a detailed report on extensive air testing at the sewage treatment plant and recommended corrective measures.

Gravity Sewer Designs - Mr. Rosen has designed and inspected several gravity sewer systems for Municipal, Industrial and private clients in both Nassau and Suffolk Counties. Projects ranged in length up to several miles of new sewer mains.

Pump Station Design - Mr. Rosen has designed and inspected several pump stations. New pump stations have been designed to meet either SCDHS or SCDPW requirements.

Hidden Ponds STP - Mr. Rosen was responsible to upgrade the existing sewage treatment plant to be in compliance with regulatory standards. Required modifications were to the clarifier systems, methanol chemical feed systems.

Qual Run Sewage Treatment Plant - Mr. Rosen was responsible to completely upgrade the existing sewage treatment plant due to age and neglect. Included new pumping facilities, piping, chemical treatment, process design.

Birchwood Nursing Home - responsible for the design and construction to convert an existing RBC filter plant to a new SBR treatment plant.

Site Development Projects, Long Island, NY

Tanger Factory Outlet Center - Responsible for complete site development for and new 70 acre facility. Duties included grading and drainage designs, gravity sewer system design and water main distribution design.

Surveying Projects, Long Island, NY

Gildersleeve Mobil Home Park - Mr. Rosen was responsible to prepare detailed as built drawings during the construction of a gravity

sewer system for an existing mobile home park. Performed resident inspection and took detailed measurements utilizing a total station.

Town of Hempstead - Mr. Rosen was responsible for the complete design of a road replacement program. He was responsible to perform all facets of surveying to prepared design reports, and new construction drawings and specifications.

Village of Freeport - Mr. Rosen was responsible to perform all surveying tasks for a road improvement project and to prepare detailed plans and profiles of existing conditions.

Green Township - Mr. Rosen has performed survey and road designs on both new and existing roads.

Industrial Waste Projects, Long Island, NY

Lemon X Project - Prepared a report outlining corrective measures to an existing drink manufacturing facility to bring it into compliance with regulatory agencies.

Aquarelle Filtration Systems - Designed numerous filtration systems to treat laundromat waste waters for discharge to ground water

UST Designs - Mr. Rosen has designed several UST at various facilities for either fuel or hazardous materials storage.

Fueling Systems - Mr. Rosen has worked on fuel dewatering and filtering projects at both Kennedy and Laguardia airports.

MEP, Long Island, NY

Chaminade High School - Mr. Rosen has designed Mechanical, Electrical and Plumbing systems for a new 40,000 SF Multi purpose athletic center. He also designed systems for a new bus maintenance garage and small gymnasium.

Rockville Centre School District - Mr. Rosen designed new mechanical, electrical, and plumbing systems for an existing elementary school. The work also included the design of a new building management system.

PROFESSIONAL TEACHING & COMMUNITY ACTIVISM

Mr. Rosen is a Faculty member of Suffolk County Community College. He teaches courses covering all engineering science disciplines, architectural and construction programs and design drafting.

Proposal/Bid Certification

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The prices in this Proposal or Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other contractor or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal or Bid have not been disclosed knowingly by the Contractor, and will not be disclosed knowingly by the Contractor, directly or indirectly, to any other contractor or to any competitor, prior to the opening;

No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit a Proposal or Bid for the purpose of restricting competition;


Neither the undersigned nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee or stockholder holding in excess of a five percent (5%) interest therein, is an officer or employee of Suffolk County or is paid with County funds, or is required to disclose an interest pursuant to the Suffolk County Code of Ethics;

Neither the undersigned, nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee, stockholder, or any other person authorized by the undersigned or any of the foregoing persons, has 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;

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that there have been no convictions for the crimes described in Local Law No. 25-1990 of Suffolk County of persons referred to in the Local Law or that the required documentation is annexed hereto.

Dated: February 8, 2007

Signed: 

Printed Name of Signor: Douglas J. Pavone, P.E.

Title of Signor: Vice President

Name of Firm: Lizardos Engineering Associates P.C.

Ref. Suffolk County Local Laws
32-1980 and 25-1990,
Suffolk County Code Article 30.

Suffolk County Form 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County. In the event contractor/vendor is exempt from completing paragraphs numbered 1 through 11 below, so indicate at paragraph number 12 below setting forth the reason for such exemption. Notwithstanding such exempt status, you must execute this form below before a notary public.

1. Contractor's/Vendor's Name: Lizardos Engineering Assoates, P.C.
Address 200 Old Country Road, Suite 670
City and State Mineola, NY Zip Code 11501

2. Contracting Department's Name _____
Address _____

3. Payee Identification or Social Security No. 11-2351830

4. Type of Business (x) Corporation ___ Partnership ___ Sole Proprietorship ___ Other

- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000 ___ Yes x No.

- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000 ___ Yes x No.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)
See Attached

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)
See Attached

8. Does contractor/vendor derive 50% or more of its total revenue from its contractual or vendor relationship with Suffolk County? Yes x No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract (describe general nature of the contract) Fire Sprinkler Systems and Water Distribution Infrastructure Improvements at the Ammerman Campus for Suffolk County Community College

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:

- a) Hospital
- b) Educational or governmental entities
- c) Not-for-profit corporations
- d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

13. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

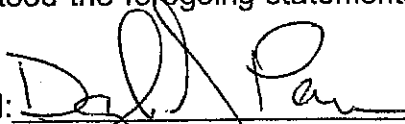
Dated: February 8, 2007

Printed Name of Signer:

Title of Signer:

Name of Contractor/Vendor:

Signed:



Douglas J. Pavone, P.E.

Vice President

Lizardos Engineering Associates, P.C.

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

the 7th day of February in the year 2007, before me, the undersigned, personally appeared Douglas J. Pavone personally known to me and proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) he/she/they subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, he/she/they, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Carol A. McCarthy
Notary Public and office of individual taking acknowledgment)

CAROLA McCARTHY
Notary Public, State of New York
No. 01AL6085401
Qualified in Nassau County
Commission Expires December 30, 2010

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Without New York State)

STATE OF _____)
COUNTY OF _____) ss.:

the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____ personally known to me and proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) he/she/they subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, he/she/they, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

_____ (the city or other political subdivision and the state or country or other place the acknowledgment was taken)

_____ (Notary Public and office of individual taking acknowledgment)

PARTNERS

Evans J. Lizardos, P.E.
President
3 Royal Way
Manhasset Hills, NY 11040

George A. Lombardo, P.E.
Vice President
94 Harvest Lane
Levittown, NY 11756

Joseph Mizrahi, P.E.
Executive Vice President
6 Locksley Ct.
Commack, NY 11725

Douglas J. Pavone, P.E.
Vice President
12 Musket Place
Setauket, NY 11733

Lewis M. Damrauer, P.E.
Executive Vice President
12 Plane Tree Lane
Dix Hills, NY 11746

Daniel J. O'Sullivan
Vice President
87 South Bay Drive
Babylon, NY 11702

John E. Lizardos, P.E.
Vice President
479 Wilson Boulevard
Mineola, NY 11501

Ralph Aldorasi, P.E.
Vice President
8 Valley Lane
Hicksville, NY 11801

Marios C. Tinis
Vice President
378 Star Street
East Meadow, NY 11554

PARTNERS

Shareholders with more than 5% interest in Lizardos Engineering Associates, P.C.

Evans J. Lizardos, P.E.
President
3 Royal Way
Manhasset Hills, NY 11040

Lewis M. Damrauer, P.E.
Executive Vice President
12 Plane Tree Lane
Dix Hills, NY 11746

John E. Lizardos, P.E.
Vice President
479 Wilson Boulevard
Mineola, NY 11501

SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT

DECLARATION OF COMPLIANCE - SUBJECT TO AUDIT

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/Employer/Contractor

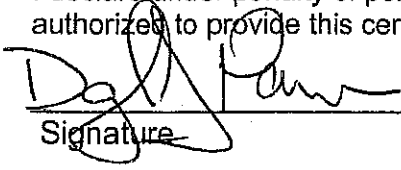
I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County Living Wage Law (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received Assistance, from the County of Suffolk as defined in the Law (Assistance), a wage rate of no less than \$9.00 per hour worked with health benefits, as described in the Law, or otherwise \$10.25 per hour or the rates as may be adjusted annually in accordance with the Law. **(Chapter 347-3 B)**

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received Assistance shall comply with all the provisions of the Law, including those specified above. **(Chapter 347-2)**

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulation under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. In addition, an annual report of employment activities, including relevant particulars of each covered employee, will be provided to the County for their files. **(Chapter 347-7 E)**

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. **(Chapter 347-4 C)**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.



Signature

February 6, 2007
Date

Douglas Pavone
Print Name & Title

County Vendor # (if known)

Lizardos Engineering Associates, P.C. 516-484-1020
Company Name Phone #

11-2351830
Federal Employer ID#

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

CERTIFICATION OF COMPLIANCE

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

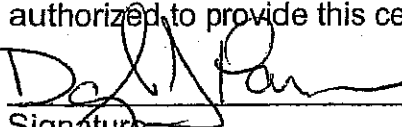
To be Completed by Applicant/Employer/Contractor

I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County Living Wage Law (the Law) and as such will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received Assistance, from the County of Suffolk as defined in the Law (Assistance), a wage rate of no less than \$9.00 per hour worked with health benefits, as described in the Law, or otherwise \$10.25 per hour or the rates as may be adjusted annually in accordance with the Law.

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received Assistance shall comply with all the provisions of the Law, including those specified above.

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I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.


Signature

February 8, 2007
Date

Douglas J. Pavone, P.E.
Print Name & Title

County Vendor # (if known)

Lizardos Engineering Associates, P.C.
Company Name

(516) 84-1020
Phone #

11-2351830
Federal Employer ID#

This certification is submitted with proposal number _____ from

Suffolk County Community College (Awarding Agency)

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNT OF) ss.:

On the ____ day of _____ in the year 20__, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgment)

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Without New York State)

STATE OF)
) ss.:

On the ____ day of _____ in the year 20__, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken)

(Signature and office of individual taking acknowledgment)

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

**LIZARDOS ENGINEERING ASSOCIATES PC
200 OLD COUNTRY RD
6TH FLOOR
MINEOLA, NY 11501-4235**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2006 TO 12/31/2008.

Johanna Duncan-Poitier

JOHANNA DUNCAN-POITIER
DEPUTY COMMISSIONER
OFFICE OF THE PROFESSIONS

**CERTIFICATE NUMBER
0003880**



Richard P. Mills

RICHARD P. MILLS
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

EXHIBIT K

COUNTY OF SUFFOLK

DEPARTMENT OF AUDIT AND CONTROL

**Comptroller's Rules and Regulations
for Consultant's Agreements**

REVISION D

EFFECTIVE 6/01/01

JOSEPH SAWICKI, JR.

COUNTY COMPTROLLER

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1. **Purpose**- This Manual establishes procedures for the reimbursement of expenditures for consultants under contract with the County.
2. **Scope**- These instructions apply to all County departments and agencies utilizing consultant services.
3. **Definitions**-
 - a. **Consultant**- An individual or firm engaged to provide outside professional services to Suffolk County departments and agencies.
 - b. **Consultant's Agreement**- A written contract describing the specific services to be rendered by the consultant and the amount and terms of payment for the services to be made by the County. The consultant's agreement shall constitute the sole authorization for payment of claims. The consultant's agreement shall be prepared in accordance with the County Executive's Operating Procedures, SOP #I-05. Non-specific general purpose or lump sum payment agreements are not recommended.
4. **Allowable Claims**- Only claims which are submitted for expenditures specifically identified in the agreement will be approved for payment. Generally, the agreement will stipulate a maximum fee for services rendered which is based upon a rate per day or per hour. Accordingly, a rate schedule is an integral part of each consultant's agreement. Increases will be allowed only by amendment to the agreement. Out-of-pocket expenditures are reimbursable if it is so stipulated in the consultant's agreement.

5. **Claim Submission**- Consultants should submit their claims for reimbursement through the County department or unit responsible for the consultant's assignment, using appropriate forms, as indicated below:

a. **Claim Voucher**- *A County of Suffolk Standard Payment Voucher Form FORM-PV (Exhibit A)* must accompany each consultant claim. The claim voucher should refer to the consultant's agreement under which payment is requested and indicate the category of expenses or contract covenant applicable to the claim voucher. It should be initialed by the departmental unit representative under whose supervision or jurisdiction the work was performed, signifying that the consultant has complied with all the terms and conditions of the agreement under which the payment is requested. The voucher must then be signed by the department head or his duly authorized representative and forwarded to the Department of Audit and Control for payment.

b. **Consultant's Time Summary, Form A&C 108 (Exhibit B)** - The Consultant's Time Summary should be used to record daily hours worked by each staff member of the consultant working on the project. Space is provided to record and extend the hours and wages of each staff member assigned to the project on one form. The completed Form A&C 108 must be signed by an authorized individual of the consultant's firm. It should then be attached to FORM PV, County of Suffolk Standard Payment Voucher Form. A copy of the consultant's payroll register with a cover letter indicating the individuals charged to the project for the claim period will be accepted as a substitute for the Consultant's Time Summary.

c. Consultant's Expense Summary, Form A&C 109 (Exhibit C) - The

Consultant's Expense Summary should be used to detail expenses for travel, meals, lodging or other necessary and reasonable out-of-pocket expenditures incurred on the project. Each expense item should be documented by a receipted bill, sales slip or invoice, which total the daily expenditures shown on the form. The completed Form A&C 109 must be signed by an authorized individual of the consultant's firm. It should then be attached to FORM PV, County of Suffolk Standard Payment Voucher Form.

d. Employee's Overtime Expense Summary, Form A&C 110, (Exhibit D)- The

County will reimburse employee overtime expenses only when there is a contractual obligation to do so. The consultant must fill in all applicable information for each day that overtime is claimed.

The County will reimburse overtime related expenses (mileage, taxi fare, meals) only if these benefits are part of the company's own policy regarding employee overtime and these expenses are a pass-through expense of the company and ultimately paid to the employee. The consultant must provide the County with a printed copy of its overtime policy in order to have such claims considered.

The completed Employee's Overtime Expense Summary (FORM A&C 110) must be signed by an authorized individual of the consultant's firm. It should then be attached to FORM PV, County of Suffolk Standard Payment Voucher Form.

6. **Out-of-Pocket Expenses**- If these expenses are reimbursable under the consultant's agreement, the following rules and guidelines should be considered before incurring such expenses and submitting claims:
- a. **Meals**- Meals are reimbursable under a consultant's contract only if the purpose of the meal is valid, that is, authorized under the contract as subsistence while traveling. Effective January 1, 1987, the per diem meal allowance shall be in accordance with the current maximum reimbursement rate for food as established by the U.S. General Services Administration for the New York region. As published in IRS Publication 1542 per meal rates shall be prorated. (2001 rate is \$38.00 per diem including tax, prorated as follows: \$12.66 per meal: breakfast, lunch, and dinner.) Audit and Control should be contacted for allowable rates for future fiscal periods. (Gratuities, at a reasonable and customary rate, shall be reimbursed over and above the stated limits.)

The County will not honor claims for the reimbursement of "business meals" submitted by members of the consultant's firm who are not traveling out of town (overnight) in performance of the contract. Where a consultant meets the necessary criteria to be reimbursed for meals, no receipts will be necessary but a certified statement will be required.

- b. Lodgings- Effective January 1, 1987, claims for lodgings will be reimbursed at a rate not to exceed the current maximum reimbursement rate for lodging as established by the U.S. General Services Administration for the New York region as published in the IRS Publication 1542 (2001 rate is \$149.00 per diem, including taxes.) Claims for lodgings must be accompanied by paid receipts. Audit and Control should be contacted for the allowable rate for future fiscal periods.
- c. Air Fare- Airfare will only be reimbursed at the economy coach rate and a receipt will be necessary. Individuals choosing to fly first class will not be reimbursed for the premium expenses incurred.
- d. Mileage- The County will reimburse mileage claims in accordance with the applicable current rate being allowed by the U.S. Internal Revenue Service (2001 rate is \$.34 ½ per mile). Consultant must provide origin, destination and miles traveled for each trip. Audit and Control should be contacted for the allowable rate for future fiscal periods.
- e. Taxis- Taxi fares up to \$25.00 will be reimbursed based on actual receipt or certified statement. Any taxi expenses in excess of \$25.00 per trip will require receipts. Receipts and certified statements shall include origin and destination, as well as the purpose of the trip.
- f. Subways and Buses (local)- A certified statement will be adequate documentation for these expenses.
- g. Tolls- Receipts or certified statements will be adequate documentation for this expense.

h. Telephone Expense- Telephone expenses up to \$25.00 per month will be reimbursed based on a receipt or certified statement. Telephone expenses totaling over \$25.00 will require copies of the telephone company bills with the appropriate calls circled.

i. Photocopies- In lieu of a specific contract for photocopies, the County will reimburse at a cost not to exceed \$.15 per copy, including labor. A certified statement will suffice for reimbursement.

7. Sub-Contractor Claims- When the consultant is authorized in the Consultant's Agreement to hire a sub-contractor, the Comptroller's office should be supplied a copy of the sub-contractor's agreement. Claims will not be processed if they are not in compliance with the contract between the Consultant and the County. The reporting requirements of the sub-contractor will be the same as that of the Consultant. Details of all expenditures claimed must be documented in the same manner. If the sub-contractor's agreement with the Consultant is a lump-sum payment agreement, detailed documentation reporting requirements are waived.

8. **Certified Statements**- When the consultant incurs minor travel or other out-of-pocket expenses for which receipts are not available, he shall prepare an itemized statement detailing the type and amount of expense, including the time, date, and place incurred. After summarizing expenses claimed, the consultant must add and sign the following certification terminology:

"I DID INCUR THIS EXPENSES AS A RESULT OF BUSINESS CONDUCTED IN RELATION TO THE CONTRACT WITH SUFFOLK COUNTY."

Signature of Authorized Person

EXHIBITS

EXHIBIT A

County of Suffolk, New York - Payment Voucher
 P.O. Box 6100, Hauppauge, NY 11788-0099 54-0105 1/99

Payment Voucher # **329252** Responsible Agcy _____ Modify # _____

Date of Record (mm/dd/yy)	Accounting Period (mm/yy)	Budget FY (yy)	Document Total (Include Cents)
Vendor Code (10-1)	Address		
Vendor Name			
Single Check Indicator (Y/N)	Scheduled Pay Date (mm/dd/yy)	Other Liability Account (4)	

Ln (102)	Reference Document (11) Ln (2)	Com Ln # (3)	Invoice Number (12) Ln (3)	Fnd (3)	Agcy (3)	Orgn (4)	Sub Org (2)	Actv (4)	Obj (4)	Sub Obj (2)	Reps Cat (4)	Capital Project # (8)
Rev (4)	BS Acct (4)	Description (17)	Amount (Include Cents)						ID	P/F		
01												
02												
03												
04												
05												

Additional Comments

DEPARTMENT CERTIFICATION: I hereby certify that the materials above specified have been received by me in good condition without substitution. The service properly performed and that the quantities thereof have been verified with the exceptions of discrepancies noted and payment is approved.

PAYEE CERTIFICATION: I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; that taxes from which the County is exempt are excluded and that I have read and am familiar with the provisions of Local Law 32-1980 as detailed in the payee instruction section of this voucher.

SIGNED _____ DATE _____ TITLE _____
 Form PV Original Audit & Control

PAYEE'S SIGNATURE _____ TITLE _____ NAME OF COMPANY _____
 Yellow Copy Department Accounting

- 11 -
EXHIBIT C
COUNTY OF SUFFOLK
COUNSULTANT'S EXPENSE SUMMARY
DEPARTMENT OF AUDIT & CONTROL - FORM A&C 109

CONSULTANT'S NAME _____ PERIOD BEGINNING _____ PERIOD ENDING _____

Expenditure Items	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	AMOUNT DUE
	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Air, Rail or Bus Transportation																	
Auto Rental or Mileage (Attach Schedule)																	
Tolls and Parking Fees																	
Taxi or Limousine (Attach Schedule)																	
Meal/Tips																	
Lodging/Tips																	
Telephone and Telegraph																	
Materials or Supplies																	
Equipment																	
Other Supporting Services (Attach Schedule)																	
TOTAL REIMBURSABLE CONSULTANT TIME:																	\$

All expenditures should be covered by receipted bills and/or valid explanation. Necessary purchases of materials, supplies, equipment or services should be supported by summaries showing vendor, description, unit cost and purpose.

AUTHORIZED SIGNATURE _____

EXHIBIT D

EMPLOYEE'S OVERTIME EXPENSE SUMMARY

(Submit with Consultant's Expense Summary)

Department of Audit and Control - FORM A&C 110

Employee's Name:						Regular Rate \$:		Overtime Rate \$:
Date	Straight Time		Total S.T. Hours	Overtime Worked		O.T. Hours	O.T. Hours x O.T. Rate	Purpose of Overtime
	From	To		From	To			
Total							\$	

OTHER REIMBURSABLE OVERTIME EXPENSES

Date	Meals	* Mileage Allowance	* Taxi or Limo	Total Per Day
				\$
Total				\$

ALL EXPENDITURES
SHOULD BE
COVERED BY
RECEIPTED BILLS
AND/OR VALID
EXPLANATIONS

* - State origin and destination. Use back of sheet if necessary.

Consultant's Name _____

Authorized Signature _____



EXHIBIT L

Office of the President

BOARD OF TRUSTEES

April 18, 2007


**RESOLUTION NO. 2007.33 AWARDING A CONTRACT FOR THE DESIGN OF
FIRE SPRINKLER SYSTEMS AND WATER DISTRIBUTION INFRASTRUCTURE
IMPROVEMENTS – AMMERMAN CAMPUS, CP 2129**

WHEREAS, Capital Project No. 2129 has been approved by Suffolk County and the State of New York for funding, and appropriated by the Suffolk County Legislature, and

WHEREAS, proposals for the design and construction supervision of CP 2129 have been solicited and reviewed by the College, be it therefore

RESOLVED, that the consulting contract in an amount up to \$100,000 for the design of fire sprinkler systems and water distribution infrastructure improvements at the Ammerman Campus be awarded to Lizardos Engineering Associates, P.C., and be it further

RESOLVED, that the College President, or her designee, is authorized to execute the necessary documentation.


George Kane
Secretary

RESOLUTION NO. 532 -2005, APPROPRIATING FUNDS IN CONNECTION WITH FIRE SPRINKLER INFRASTRUCTURE – AMMERMAN CAMPUS (CP 2129)

WHEREAS, the President of Suffolk County Community College and the Board of Trustees have requested funds for the implementation of the Master Plan Update – Phase I estimated at \$34,972,000; and

WHEREAS, the New York State Legislature and the Governor have included funding in the New York State Budget to cover the State’s share estimated at \$17,486,000; and

WHEREAS, sufficient funds have been included in the 2005 Capital Budget and Program to cover the County’s cost of the project; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 571-1998 and reaffirmed by Resolution No. 209-2000, established the use of a priority ranking system, implemented in the Adopted 2005 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of \$225,000 in Suffolk County Serial Bonds; and

WHEREAS, the power to make such a determination has been granted under the Plan C Agreement between the College and the County; now, therefore be it

RESOLVED, that this Legislature, being a funding agency, hereby finds and determines in accordance with the State Environmental Quality Review Act (SEQRA) that the adoption of this law is a Type II action, pursuant to Title 6 NYCRR Part 617.5(c)(1,2) and (27), since it constitutes a local legislative decision in connection with the maintenance, repair, replacement, rehabilitation, reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building codes. As a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

RESOLVED, that it is hereby determined that this project, with a priority ranking of 58 is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998 and reaffirmed by Resolution No. 209-2000; and be it further

RESOLVED, that the proceeds of \$225,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>JC</u>	<u>Amount</u>
525-CAP-2129.110	Planning for Fire Sprinkler Infrastructure	30	\$25,000
525-CAP-2129.310	Construction of Fire Sprinkler Infrastructure	30	\$200,000

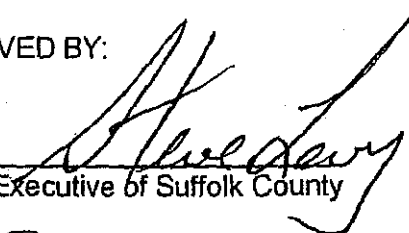
and be it further

RESOLVED, that State Aid be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>JC</u>	<u>Amount</u>
525-CAP-2129.110	Planning for Fire Sprinkler Infrastructure	30	\$25,000
525-CAP-2129.310	Construction of Fire Sprinkler Infrastructure	30	\$200,000

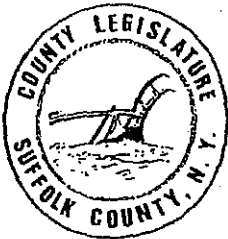
DATED: JUN 07 2005

APPROVED BY:


County Executive of Suffolk County

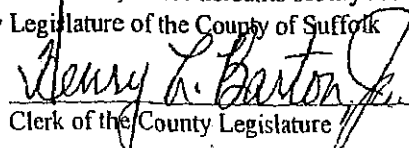
Date: June 14, 2005

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to certify that I, HENRY L. BARTON, JR., Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on **June 7, 2005**, and that the same is a true and correct transcript of said resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk


Clerk of the County Legislature

BOND RESOLUTION NO. 531 -2005

BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK, AUTHORIZING THE ISSUANCE OF \$225,000 BONDS TO FINANCE A PART OF THE COST OF THE INSTALLATION OF FIRE SPRINKLER INFRASTRUCTURE AT SUFFOLK COUNTY COMMUNITY COLLEGE, AMMERMAN CAMPUS (CP 2129)

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said County Legislature) AS FOLLOWS:

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of \$225,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), the Suffolk County Charter and other applicable laws, to finance a part of the cost of the installation of fire sprinkler infrastructure at Suffolk County Community College, Ammerman Campus, as authorized in the 2005 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is \$450,000. The plan of financing includes (a) the expenditure of \$225,000 State Aid funds (\$25,000 for planning and \$200,000 for construction) (b) the issuance of \$225,000 bonds or bond anticipation notes authorized pursuant to this resolution (\$25,000 for planning and \$200,000 for construction) and (c) the levy and collection of taxes on all the taxable real property in the County to pay the

JUN 21 2005

principal of said bonds or notes and the interest thereon as the same shall become due and payable.

Section 2. The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 12 (a) (2) of the Law, is fifteen (15) years.

Section 3. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized, or for such expenditures made on or prior to the effective date if a prior statement of intent to issue bonds has been made. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation as to rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Resolution No. 320 of 1966, as amended by Resolution No. 81 of 1972, and Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

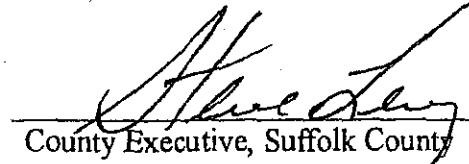
and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately upon approval by the County Executive, and the Clerk of the Legislature is hereby authorized and directed to

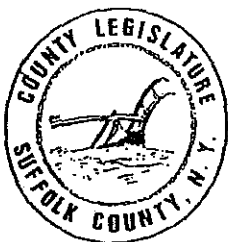
publish the foregoing resolution, in summary or in full, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper(s) of the County.

Dated: JUN 07 2005

APPROVED: 
County Executive, Suffolk County

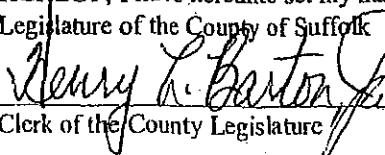
Date of Approval: June 14, 2005

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to certify that I, HENRY L. BARTON, JR., Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on **June 7, 2005**, and that the same is a true and correct transcript of said resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk


Clerk of the County Legislature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROSURANCE BROKERAGE ASSOCIATES, INC. 111 BROADWAY, SUITE 1404 NEW YORK, NY 10006-1901	CONTACT NAME: KATHY A. MOSSUTO PHONE (A/C, No, Ext): (212) 693-1550 FAX (A/C, No): (212) 406-0824 E-MAIL ADDRESS: KMOSSUTO@PROREDINSURE.COM <table style="width: 100%; border: none;"> <tr> <td style="border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="border: none; text-align: right;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: ATLANTIC SPECIALTY INSURANCE CO.</td> <td style="border: none; text-align: right;">27154</td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ATLANTIC SPECIALTY INSURANCE CO.	27154	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED LIZARDOS ENGINEERING ASSOCIATES, P.C. 200 OLD COUNTRY ROAD, 6 TH FLOOR, SUITE 670 MINEOLA, NY 11501-4235															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLCY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMPIOP AGG \$								
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident)) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS/MADE DED RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table style="width: 100%; border: none;"> <tr> <td style="border: none;">WC STATU-TORY LIMITS</td> <td style="border: none;">OTH-ER</td> </tr> <tr> <td style="border: none;">E.L. EACH ACCIDENT</td> <td style="border: none;">\$</td> </tr> <tr> <td style="border: none;">E.L. DISEASE-EA EMPLOYEE</td> <td style="border: none;">\$</td> </tr> <tr> <td style="border: none;">E.L. DISEASE-POLICY LIMIT</td> <td style="border: none;">\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE-EA EMPLOYEE	\$	E.L. DISEASE-POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE-EA EMPLOYEE	\$														
E.L. DISEASE-POLICY LIMIT	\$														
A	ENGINEERS PROFESSIONAL LIABILITY INSURANCE	<input type="checkbox"/>	<input type="checkbox"/>	DPL1540-12	06/01/2012	06/01/2013	\$5,000,000 PER CLAIM \$5,000,000 ANNUAL AGGREGATE								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT NAME: Fire Sprinkler Systems and Water Distribution Infrastructure Improvements at the Ammerman Campus

CERTIFICATE HOLDER SUFFOLK COMMUNITY COLLEGE 533 COLLEGE ROAD SELDEN, NY 11784	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kathy A. Mcssuto
---	--



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JMC

DATE (MM/DD/YYYY)

08/15/12

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PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Sharon L. Zach	800-338-1391 888-621-3173	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LIZAR-1													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Accident & Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER B: Hartford Fire Ins.Co.</td> <td>19682</td> </tr> <tr> <td>INSURER C: Hartford Casualty Company</td> <td></td> </tr> <tr> <td>INSURER D: Hartford Ins. Co. of Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Accident & Indemnity	22357	INSURER B: Hartford Fire Ins.Co.	19682	INSURER C: Hartford Casualty Company		INSURER D: Hartford Ins. Co. of Midwest	37478	INSURER E:		INSURER F:
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INSURED Lizardos Engineering Associates, P.C. 200 Old Country Road Suite 670 Mineola, NY 11501															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL			84SBWDS7746	11/01/11	11/01/12	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			84UEGNM5742	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			84SBWDS7746	11/01/11	11/01/12	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	84WBGBI3381	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
A	Valuable Papers			84SBWDS7746	11/01/11	11/01/12	Occurrence \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Fire Sprinkler Systems and Water Distribution Infrastructure Improvements at the Ammerman Campus

CERTIFICATE HOLDER**CANCELLATION**

SUFFOLK Suffolk County Community College 533 College Road Selden, NY 11784	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (Use street address only)</p> <p style="text-align: center;">Lizardos Engineering Associates 200 Old Country Road Mineola, NY 11501</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 516-484-1020</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 112351830</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Suffolk County Community College Ammerman Campus Selden, NY 11784</p>	<p>3a. Name of Insurance Carrier Hartford Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a": 84WBGBI3381</p> <p>3c. Policy effective period: <u>11/01/11</u> to <u>11/01/12</u></p> <p>3d. The Proprietor, Partners or Executive Officers are: <input type="checkbox"/> included. (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p> <p>3e. Demolition is: (Definition of Demolition on Reverse) <input type="checkbox"/> included. <input type="checkbox"/> excluded.</p>


This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year after this form is approved by the insurance carrier or its licensed agent.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jeff Connelly
(Printed name of authorized representative or licensed agent of insurance carrier)

Approved by:  08/15/12
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-338-1391

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

STATE OF NEW YORK
 WORKER'S COMPENSATION BOARD
 CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name and Address of Insured (Use street address only) LIZARDOS ENGINEERING ASSOCIATES, P.C. 200 OLD COUNTRY ROAD, 6TH FLR MINEOLA, NY, 11501</p>	<p>1b. Business Telephone Number of Insured (516) 484-1020</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 8390003</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 11 2351830</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Suffolk County Community College Ammerman Campus Selden, NY, 11784</p>	<p>3a. Name of Insurance Carrier The Guardian Life Insurance Company of America</p> <p>3b. Policy Number of entity listed in box "1a": 00974992-0000</p> <p>3c. Policy effective period: 1/1/2012 to 1/1/2013</p>

4. Policy Covers:

a. All of the employer's employees eligible under the New York Disability Benefits Law

b. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed: 08/16/2012

By: *Stuart J. Shaw*
 Stuart J. Shaw, FSA, MAAA

Telephone Number: 1-888-278-4542

Title: Vice President, Group Insurance

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
 If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
 Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed: _____ By: _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: _____ Title: _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220.Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.
- (b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.