

AMENDMENT NO. 6

WHEREAS, Suffolk County Community College ("College") and William F. Collins AIA Architects, LLP ("Consultant") entered into an Agreement on April 18, 2016 wherein Consultant agreed to provide the College with design services in connection with the renovations to Kreiling Hall on the Ammerman Campus ("Services"); and

WHEREAS, the parties have previously amended the Agreement to extend the term thereof until such time as all services are completed in full; and

WHEREAS, the parties hereto wish for Consultant to provide additional design Services and to amend and supplement certain provisions thereof.

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

1) The Consultant shall provide additional Services at the following costs:

| | |
|------------------------------|-----------------|
| Design Changes: | \$35,480 |
| Construction Administration: | <u>\$62,520</u> |
| TOTAL: | \$98,000 |

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

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

William F. Collins AIA Architects, LLP
FID # 11-3359851

By: _____

Neil MacDonald, AIA LEED AP
Partner

Date: _____

2/16/23

Approved as to Legality:
Suffolk County Community College

By: _____

Alicia S. O'Connor
College Deputy General Counsel

Date: _____

2/17/2023

Suffolk County Community College

By: _____

Edward T. Bonahue, Ph.D
President

Date: _____

2/17/23

Approved:
Suffolk County Community College

By: _____

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

Date: _____

02.17.2023

AMENDMENT NO. 5

WHEREAS, Suffolk County Community College ("College") and William F. Collins AIA Architects, LLP ("Consultant") entered into an Agreement on April 18, 2016 wherein Consultant agreed to provide the College with design services in connection with the renovations to Kreiling Hall on the Ammerman Campus ("Services"); and

WHEREAS, the parties executed Amendments Nos. 1 through 4 which have extended the term of the Agreement to December 31, 2021, and

WHEREAS, the parties hereto wish to further extend the term of the Agreement and supplement certain provisions thereof.

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

1) The term of the Agreement shall be extended for the period beginning **January 1, 2022** through such time as all Services contemplated under the Agreement are satisfactorily completed in full; and

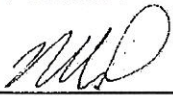
2) **COVID-19 Safety Protocols**

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

3) 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.

William F. Collins AIA Architects, LLP
FID # 11-3359851

By: 
Neil MacDonald, AIA LEED AP
Partner


Date: 01/05/22

Approved as to Legality:
Suffolk County Community College

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

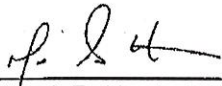
Date: 01/05/2022

Suffolk County Community College

By: 
~~Louis J. Petrizzo~~ Edward T. Bonahue, Ph.D.
~~Executive V.P. and College General Counsel~~
President

Date: 1/31/22

Approved:
Suffolk County Community College

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

Date: 01.05.2022

AMENDMENT NO. 4

WHEREAS, Suffolk County Community College ("College") and William F. Collins AIA Architects, LLP ("Consultant") entered into an Agreement on April 18, 2016 wherein Consultant agreed to provide the College with design services in connection with the renovations to Kreiling Hall on the Ammerman Campus ("Services"); and

WHEREAS, on February 21, 2019, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2019, and

WHEREAS, on October 11, 2019, the parties executed Amendment No. 2 to the Agreement, which extended the term thereof to December 31, 2020; and

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


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


- 1) The term of the Agreement shall be extended for the period beginning July 1, 2021 through December 31, 2021; and
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

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

William F. Collins AIA Architects, LLP
FID # 11-3359851

Suffolk County Community College

By: 
Neil MacDonald, AIA LEED AP
Partner

By: 
Louis J. Petrizzo
Interim President


Date: 6/17/21

Date: 06/17/2021

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

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

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

Date: 06/17/2021

Date: 06.17.2021

AMENDMENT NO. 3

WHEREAS, Suffolk County Community College ("College") and William F. Collins AIA Architects, LLP ("Consultant") entered into an Agreement on April 18, 2016 wherein Consultant agreed to provide the College with design services in connection with the renovations to Kreiling Hall on the Ammerman Campus ("**Services**"); and

WHEREAS, on February 21, 2019, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2019, and

WHEREAS, on October 11, 2019, the parties executed Amendment No. 2 to the Agreement, which extended the term thereof to December 31, 2020; and


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

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

- 1) The term of the Agreement shall be extended for the period beginning **January 1, 2021 through June 31, 2021**; and
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

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

William F. Collins AIA Architects, LLP
FID # 11-3359851

By: 

Neil MacDonald, AIA LEED AP
Partner

Date: 01/29/21

Approved as to Legality:
Suffolk County Community College

By: *Alicia S. O'Connor*

Alicia S. O'Connor
College Deputy General Counsel

Date: 02/01/2021

Suffolk County Community College

By: *Louis J. Petrizzo*

Louis J. Petrizzo
Interim President

Date: 02/01/2021

Approved:
Suffolk County Community College

By: *Mark D. Harris*

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

Date: 02.01.2021

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and William F. Collins AIA Architects, LLP ("Consultant") entered into an Agreement on April 18, 2016 wherein Consultant agreed to provide the College with design services in connection with the renovations to Kreiling Hall on the Ammerman Campus ("Services"); and

WHEREAS, on February 21, 2019, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2019 and supplemented certain terms and conditions thereof, and

WHEREAS, the College desires to extend the term of the Agreement upon the same terms, conditions and cost as the original Agreement and prior Amendment thereto.

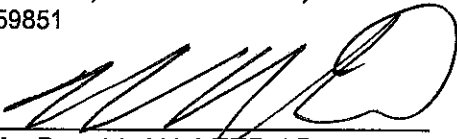
NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **January 1, 2020 through December 31, 2020**; and
- 2) All other terms and conditions of the original Agreement and Amendment 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.

William F. Collins, AIA Architects, LLP
FID # 11-3359851

By: _____


Neil MacDonal, AIA LEED AP
Partner

Date: _____

10/3/19

Approved as to Legality:
Suffolk County Community College

By: _____

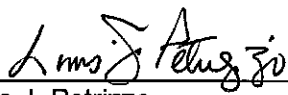

Alicia S. O'Connor
College Deputy General Counsel

Date: _____

10/8/19

Suffolk County Community College

By: _____

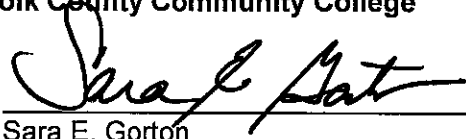

Louis J. Petrizzo
Interim President

Date: _____

10/11/19

Approved:
Suffolk County Community College

By: _____


Sara E. Gorton
Associate Dean of Financial Affairs

Date: _____

OCT 08 2019

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College (“College”) and William F. Collins AIA Architects, LLP (“Consultant”) entered into an Agreement on April 18, 2016 wherein Consultant agreed to provide the College with design services in connection with the renovations to Kreiling Hall on the Ammerman Campus (“Services”); and

WHEREAS, the College desires to 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 from **January 1, 2019 through December 31, 2019** at no additional cost; and
- 2) The certificate of liability insurance to be provided to the College, as required by paragraph 4 of the Agreement, shall make reference to the above-indicated Contract No. and Project Name; and
- 3) **College’s Non-Discrimination Notice**

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

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

Civil Rights Compliance Officers:

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

or

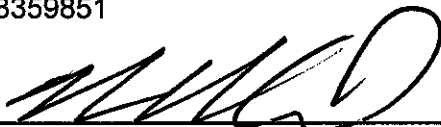
Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051; and

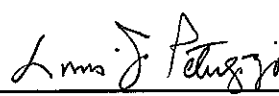
- 4) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

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

William F. Collins, AIA Architects, LLP
FID: 11-3359851

Suffolk County Community College

By: 
Neil MacDonald, AIA LEED AP
Partner

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

Date: 2/13/19

Date: 02/21/19

Approved as to Legality:
Suffolk County Community College

Approved:

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

By: 
Gail Vizzini
Vice President for Business
& Financial Affairs

Date: 2/19/19

Date: FEB 20 2019

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

William F. Collins, AIA Architects, LLP ("Consultant"), a New York corporation having its principal place of business at 12 Technology Drive, Suite 1, Setauket, New York 11733.

The parties hereto desire for Consultant to provide the College with design services in connection with the renovations to Kreiling Hall on the Ammerman Campus ("**Services**").


Term of Agreement: April 1, 2016 through December 31, 2018. Said term may be extended by mutual written consent of the parties.

Total Cost of Agreement: Not to exceed \$253,500.00. See Exhibit E, attached hereto.

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

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

William F. Collins, AIA Architects, LLP
FID: 11-3359851

By: 
Neil MacDonald, AIA LEED AP
Partner

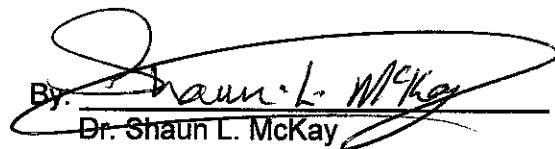
Date: 4/8/16

Approved as to Legality:
Suffolk County Community College

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


Date: 04/14/16

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President

Date: 4/18/16

Approved:

By: 
Gail Vizzini
Vice President of Business
& Financial Affairs

Date: APR 14 2016

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

**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
College's Request for Proposals**

**Exhibit G
Consultant's Proposal**

EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals ("RFP"), which was advertised on November 5, 2015; and

Whereas, the Consultant submitted a proposal in response to such RFP on December 17, 2015; 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 Exhibit C entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

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

d. Termination for Convenience

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

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services

provided and costs incurred by the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

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

3. Indemnification

a. General

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

b. Federal Copyright Act

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

4. Insurance

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

Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or the County for the Contractor. Unless otherwise specified by the College and/or the County and agreed to by the Contractor, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds** and the Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.
 - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Contractor notice in writing.
 - e. In the event the Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to,

obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. The Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

- iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
- iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
- v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

b. The Consultant shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

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

10. 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 Exhibit B entitled "Suffolk County Legislative Requirements." In accordance with this law, the Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. The Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

End of Text for Exhibit A

EXHIBIT B

Suffolk County Legislative Requirements

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

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

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

2. Living Wage Law

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

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

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

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

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

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

- a. The Consultant shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Consultant for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

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

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

4. Lawful Hiring of Employees Law

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

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

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment

of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

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

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

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

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

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

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov/>.

End of Text for Exhibit B

EXHIBIT C

Notices and Contact Persons

1. Notices Relating to Reports, Insurance or Other Submissions

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

For the College:

Vice President of Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-289

and

For Consultant:

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

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

2. Notices Relating to Payments

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

For the College:

Paul Cooper
Executive Director of Facilities/Technical Support
Suffolk County Community College
533 College Road, NFL 11
Selden, NY 11784-2899

and

For Consultant:

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

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

3. Notices Relating to Termination and/or Litigation

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

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

For the College and County:

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784

and

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

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

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

EXHIBIT D

Description of Services

1. Professional Services

Consultant shall provide design services in connection with the renovations to Kreiling Hall on the Ammerman Campus, in accordance with the College's RFP (Exhibit F) and the Consultant's Proposal (Exhibit G), which includes Consultant's Technical Services and Products (Attachment 1, annexed hereto).

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

2. Codes, Regulations and Standards

Consultant and all subconsultants shall comply with all applicable codes, laws, rules, regulations and standards, including standards of the Suffolk County Department of Public Works, the State University of New York, and the Dormitory Authority of the State of New York. If Consultant or any subconsultant performs any work contrary to such codes, laws, rules, regulations, and standards, it shall bear all costs arising from correction of such work.

3. Agency Approvals

All drawings, before being submitted to the College for final acceptance, shall be accompanied by all necessary applications, certificates or approvals from all local, County, State, Federal or other municipal agencies, departments, or commissions having jurisdiction over any phase of the work. Upon acceptance by the College of the contract documents and prior to submission to the appropriate agencies for code compliance, Consultant shall supply the Vice President for Business and Financial Affairs or designee, for

review and approval purposes, with five (5) complete sets of drawings and specifications. One (1) set will be returned to Consultant with the tentative acceptance or comments of the Vice President for Business and Financial Affairs or designee.

4. Estimate of Cost

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

5. Adherence to Approvals

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

6. Deviations from Program

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

7. Proprietary Items

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

8. Budget Estimates and Bids

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

9. Performance of Work

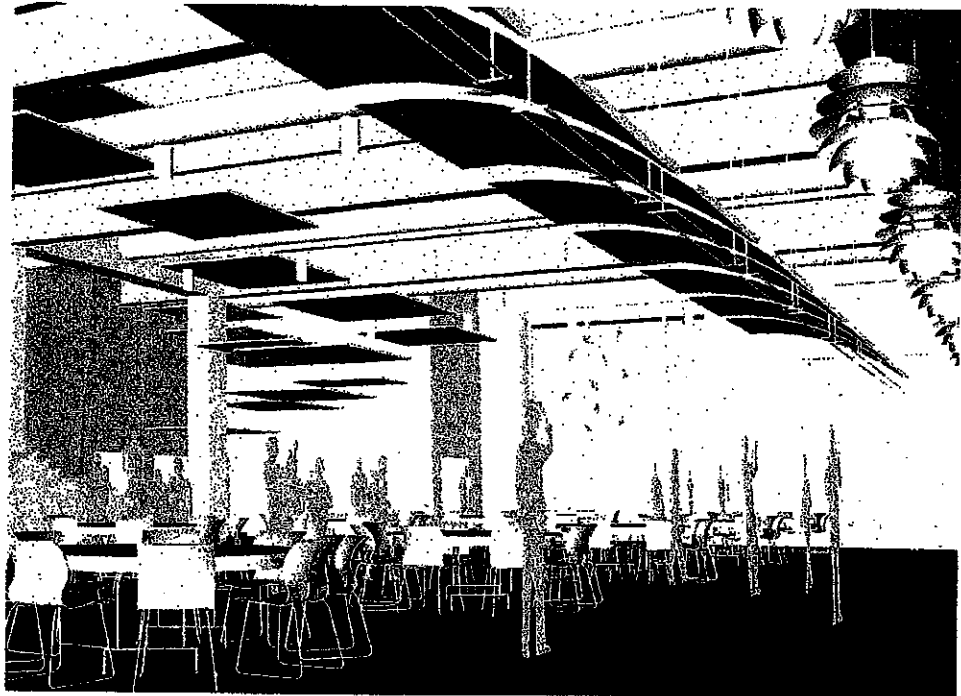
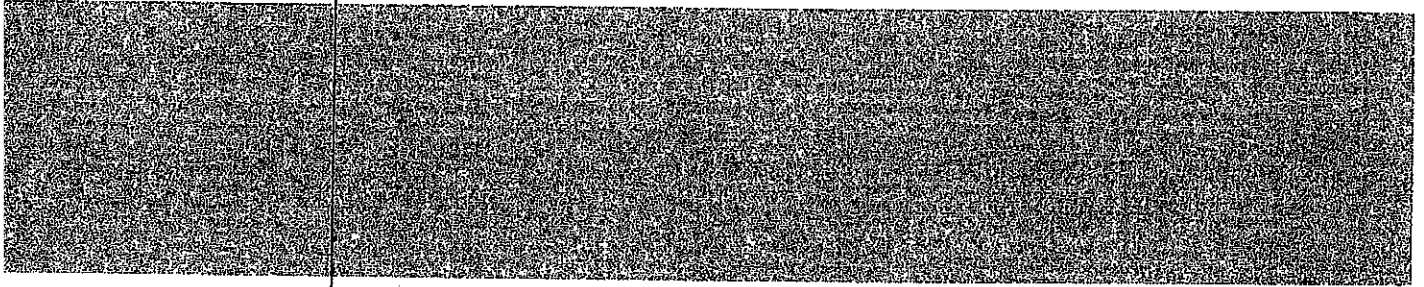
The services to be performed by Consultant shall at all times be subject to the direction and control of the Vice President for Business and Financial Affairs or designee, whose decision shall be final and binding upon Consultant as to all matters arising in connection with or relating to this Agreement. To prevent all disputes and litigation, the College shall in all cases determine the amount, quality, acceptability and fitness of the work being performed under the provisions of this Agreement and shall determine every question which may arise relative to the fulfillment of this Agreement on the part of Consultant and its estimate and decision shall be final, conclusive and binding upon Consultant.

10. Consultant's Technical Services & Products

[See ATTACHMENT 1, annexed hereto]

ATTACHMENT 1
Consultant's Technical Services & Products

iii. technical services & products



wfc

1. project scope

suffolk county community college – kreiling hall

The WFC Team has worked with SCCC on several projects and completely understands what is necessary to achieve success. With the completion of each project, we have acquired an understanding of the SCCC "systems and procedures". We fully understand which methods work, and which are not quite so successful within the confines of the SCCC academic environment. We recognize the need for complete transparency and the need for a high level of involvement with many constituents and persons interested in the project's outcome. We understand that the total budget for design and construction is \$4,800,000.

Time Frame

WFC understand the anticipated time from for the project will be in accordance with addendum no. 4, as follows:

- Qualification and Proposal Packages Due: 12/17/15
- Selection and Award of Consultant Contract: 02/16/16
- Start of Consultant Services: 02/26/16
- Completion of Programming/Sketch Study Phase: 05/26/16
- Completion of Preliminary Design 07/28/16
- Completion of Contract Document Phase 11/25/16
- Completion of Permitting Phase 12/23/16
- Bid and Award of Construction Contracts 02/23/17
- Start of Construction 03/23/17
- Completion of Construction 03/23/18

Scope of Basic Services

WFC shall provide design professional services to the College for the following project phases:

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

WFC understands the end of each phase shall be approved by the College. Throughout the project WFC 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.

1. project scope

suffolk county community college – kreiling hall

a. Programming/Sketch Study Phase

i. Project Specific Requirements

WFC shall perform the following:

(1) Assist the College in obtaining and evaluating an environmental hazard study that will determine the activities necessary to abate the risks related to asbestos, lead, PCBs, mold and other environmental hazards. The cost of the study will be paid by the College.

(2) The floor plans provided in the RFP by the College is one possible space allocation that includes all of the functions that are planned for the building without removing any interior walls, as part of this project the WFC shall evaluate other possible configurations and the desirability of reconfiguring interior walls to obtain a better layout.

ii. Standard Requirements

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

(1) Meet with College Administrative personnel to review project scope, develop alternatives, and prepare cost estimates, sketches of proposed schemes, and construction schedules.

(2) Provide a preliminary building code analysis for review by the College and relevant code officials as warranted.

(3) Analyze and describe the availability, age, capacity and code compliance of existing utilities and services, including but not limited to gas, water, electric and sewer.

(4) Submit to the College for review and comment, four sets of a report setting forth the findings, recommendations, proposed schemes, sketches, building code analysis, cost comparisons and estimates, and construction schedules. The College shall review the report to select alternatives, re-defining the project scope if needed, and critique cost estimates and construction schedules. WFC shall make changes requested by the College and submit four sets for final approval.

wfc technical services and products

1. project scope

suffolk county community college – kreiling hall

b. Preliminary Design Stage

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

i. Prepare preliminary contract documents for the project.

(1) All contract documents shall reflect the requirements of General Municipal Law 101 (Wick's Law) and comply with all applicable local, State and Federal laws and codes, including but not limited to the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency. Any required tests and inspections shall be incorporated into the contract documents. The possible use of a project labor agreement (PLA) will be evaluated under a separate contract, if warranted. If a PLA is executed, contract documents shall reference the PLA.

(2) Drawings shall consist of plans, one-line diagrams, system schematics, installation details, equipment elevations and other drawings to fix and illustrate the size and character of the project in its essentials.

(3) Drawings shall be prepared using a computer aided drafting and design (CADD) system, equal to or compatible with AutoCad Release 2014 from Autodesk.

(4) Along with the drawings, WFC shall prepare outline specifications detailing the primary equipment and materials proposed for the project. Outline specifications shall be prepared in Construction Specification Institute (CSI) format.

(5) All drawings, tracings and specifications prepared by WFC shall become the property of the College upon their approval and acceptance in writing by the College or upon termination of WFC'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. WFC shall retain the copyright on such documents.

ii. Prepare a detailed preliminary cost estimate.

(1) The cost estimate shall be prepared in sufficient detail to ensure that the project scope is in compliance with the project budget. The cost estimate shall include recommended contingencies.

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- (2) The estimate shall offer alternatives and cost comparisons. A revised construction schedule shall also be prepared.
- iii. Provide samples of proposed materials, furnishings, fixtures, color schemes, treatments and other significant design elements such that the College can make informed choices. College staff will need to experiment with proposed furnishings to test comfort, flexibility, durability and overall use.
- iv. Provide a more detailed code analysis that reflects the increased detail of the design to date for review by the College and relevant code officials as warranted.
- v. Submit to the College for approval, two sets of the preliminary drawings, outline specifications, building code analysis, cost estimates and construction schedules. The College shall review the submission, indicating required changes or revisions.

c. Contract Document Stage

Upon approval of the College of the Preliminary Design submission, WFC shall perform the following:

i. Prepare quality contract drawings and specifications required for the project, based on the College's review and comments during the Preliminary Design Stage.

(1) The drawings shall be prepared in sufficient detail, as acceptable to the College, to illustrate the work of each contract.

(2) Complete code compliance drawings, which shall follow the preferred format of the local authority having jurisdiction and illustrate how construction documents meet relevant code requirements in a clear and concise manner.

(3) Drawings shall reflect necessary project phasing to maintain occupancy and educational usage of portions of the campus during construction.

(4) Drawings shall be prepared on 30 by 42-inch sheets (E-size) utilizing a computer aided drafting and design (CADD) system equal to or compatible with AutoCad Release 2014. Drawings shall be in a format which can be posted on the College's website or provided by WFC to bidders directly.

(5) Detailed technical specifications shall be written in CSI format.

(6) Specifications shall be typed either in Microsoft Word, or a compatible format which can be posted on the College's website.

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(7) Specifications shall be merged with the College Project Manual, which will also be posted on the College's website or provided to bidders by WFC directly.

ii. Make several drawing and specification submissions to the College.

(1) The College shall review the submissions advising WFC of required changes and revisions.

(2) Each drawing and specification submission shall be accompanied with a detailed cost estimate of increasing accuracy reflecting the greater level of detail contained in the drawing and specification submissions.

(3) The design shall be adjusted to ensure that project cost remains within the project budget.

(4) Drawings and specifications shall be prepared in compliance with all applicable Federal, state and local codes including but not limited to:

Wick's Law, if applicable, the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York State, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency, and the codes and standards of ANSI, ASTM, NEMA, NFPA, IEEE, and other nationally recognized associations. Any required tests and inspections shall be incorporated into the contract documents. The possible use of a project labor agreement (PLA) will be evaluated under a separate contract, if warranted. If a PLA is executed, contract documents must reference the PLA.

(5) Upon acceptance by the College of the contract documents and prior to submissions to the appropriate agencies for code compliance, WFC shall submit to the College:

- one (1) set of drawings
- one (1) set of half-size bound drawings on minimum 24-lb bond paper
- one (1) copy of bound specifications
- one (1) copy of all on CD

iii. Obtain final approval from the College for all furnishings, fixtures, color schemes, treatments and other significant design elements.

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iv. Provide revised costs estimates with recommended contingencies that reflect the more detailed construction documents.

d. Permitting

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

i. WFC shall discuss with the College which permits and approvals must be obtained before WFC makes any submissions to the appropriate agencies. WFC 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 shall be obtained, if applicable, by WFC, unless otherwise directed by the College or the applicable regulatory agency:

(1) Building Permits for all building renovations and new construction from the local authority having jurisdiction, 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. WFC shall be responsible for obtaining all permits and approvals. Approvals for all projects must be obtained from the Fire Marshal even if building permits are not required.

WFC shall complete the OGS 2010 Code Compliance Review Checklist as required by the local authority having jurisdiction and include the checklist with the building permit submission. All code compliance drawings shall follow the preferred format of the local authority having jurisdiction.

In addition, construction projects that exceed \$1,000,000 shall 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. WFC shall be responsible for determining the applicability of this legislation given the nature of the construction.

(2) Suffolk County Department of Health Services (SCDHS) approvals are not anticipated on this project. 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.

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(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 National Grid approvals, including but not limited to gas supply and connections.

(6) New York State Department of Environmental Conservation (NYSDEC) approvals are not anticipated on this project.

(7) Environmental Protection Agency (EPA) approvals are not anticipated on this project.

(8) Pine Barrens Commission approvals are not anticipated on this project.

(9) Any and all other local, State or Federal approvals, as may be required.

iii. Any changes or modifications to the contract documents or any other document preparations and submissions necessary to obtain all applicable permits and approvals shall be performed by WFC 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 WFC, 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 WFC at no additional cost to the College.

v. Once obtained, all permits and approvals required must be submitted to the College by WFC. WFC 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, WFC shall make a final submission of contract documents to the College.

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

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- (1) Two (2) sets of full size drawings;
- (2) One electronic copy of all drawing files in CADD form stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files shall be complete, illustrating the complete drawing that is provided. (Drawings utilizing background "X-reference" files shall include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in "opening" the files. Drawings shall be in a format which can be posted on the College's website;
- (3) Two (2) half-size bound drawing sets on minimum 24-lb bond paper;
- (4) One (1) set of loose (unbound) specifications suitable for reproduction, along with one (1) bound copy;
- (5) One electronic copy of the specifications stored on non-erasable compact disks with a directory corresponding file name to each specification section. Specifications shall be in a format which can be posted on the College's website;
- (6) Four (4) sets of final cost estimates and one electronic copy;
- (7) Four (4) copies of a construction schedule and one electronic copy; and
- (8) Completed electronic copy of the College Project Manual which may be found on the College's website or provided by the WFC to bidders directly.
- (9) One printed copy and one electronic copy of all presentation materials (i.e. floor plans, renderings, etc.) accumulated throughout the design process in chronological order.
- (10) Provide two (2) sets of finish boards.

f. Bid and Award Phase

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

- 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 pre-bid meetings to describe and discuss the project with perspective Bidders and gather any questions or issues raised by prospective Bidders. WFC shall provide all

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responses or changes to the bid documents in writing to the College's Procurement Office that will be responsible for the issuance of all addenda.

iii. Provide an updated cost estimate, as appropriate, which reflects changes, modifications and clarifications to contract documents detailed in addenda issued during the Bid and Award Phase.

iv. Assist the College in review of bid responses for conformance with bid requirements. In addition, WFC shall review the apparent low bidder's bid breakdown and submit an analysis to the College.

(1) If the College receives bids that, when considered along with the recommended contingencies exceed the final cost estimate and/or project budget, WFC 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. WFC shall not receive additional compensation for the services associated with re-bidding.

(2) Upon receipt of acceptable bids, WFC shall review the qualifications of the lowest responsible bidder for each contract, and make recommendations for award in written form.

v. Attend pre-award meetings with the apparent low bidder.

g. Construction Stage

During the Construction Phase, WFC shall perform the following:

i. Make a minimum of one weekly site visit (more if required by job conditions) to review construction/installation in progress. The purpose of the visits is to be familiar with the progress and quality of the work and to determine if the work is in accordance with the Contract Documents.

ii. Manage and/or perform all necessary inspections and testing required by the applicable codes and regulatory agencies. This includes special inspections listed in the construction drawings, all building permit inspections and any inspections required by the agencies listed in Section 2(c)(ii) and Section 2(d)(ii) of this RFP. Identify non-compliant conditions and recommend immediate corrective actions. Certify, in writing, all test reports and inspection documentation and submit to the appropriate regulatory agencies, as required, with copies to the College. Maintain accurate records of all tests and approvals throughout the project, whether performed by WFC, contractor or a third party inspection/testing service, as required by the contract documents and the building permit conditions for eventual submission to the local authority having jurisdiction for a certificate of occupancy.

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iii. Administer weekly progress meetings during which WFC shall take minutes, distribute the minutes to prime contractors and College administrative personnel.

iv. Review and approve samples, schedules, and shop drawings for conformance with the Contract Documents, as outlined in the Project Manual General Conditions. Maintain logs of such reviews. Review of these submittals shall be performed within fourteen (14) days of initial receipt of the submittal. Provide the College with one hard copy and one electronic copy of all approved shop drawings.

v. Prepare supplemental and explanatory drawings and sketches as required to clarify or amplify the Contract Documents.

vi. Review and approve periodic payment requests.

vii. Review change orders and provide the College an analysis and recommendation for acceptance, modification or rejection of each change order.

viii. Witness performance tests of all installed equipment and systems.

ix. Assist the contractors and the independent commissioning agent in startup, testing and commissioning of primary systems and equipment.

x. At substantial completion, prepare punch-lists of incorrect or incomplete work. Make final inspections to ensure 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 approval of the "as-built" drawings prepared by the contractors. If requested, WFC 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.

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xvii. Provide a complete set of as-built drawings for the project in the following formats:

(1) Two (2) sets of full size drawings;

(2) One copy of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files shall be complete, illustrating the complete drawing that is provided. (Drawings utilizing background "X-reference" files shall include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in "opening" the files. Drawings shall be in a CADD format.

(3) One copy of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawings shall be in a PDF format.

xviii. Obtain a Certificate of Occupancy at the completion of the project from the local authority having jurisdiction. The College shall receive complete copies of any submissions made in order to obtain a Certificate of Occupancy. Please note that the SCDHS requires stamped and sealed as-built drawings of water, sewer and drainage systems for approval. A Certificate of Occupancy shall not be issued without SCDHS approval. Therefore, these as-built drawings and related documentation must be submitted to the SCDHS as soon as the related construction work is complete and not at the end of the project in order to avoid occupancy delays.

h. Commissioning

The commissioning services listed below shall be provided by the WFC team as part of this project for the mechanical/electrical systems installed (testing and balancing will be performed by an independent testing and balancing contractor). In addition, if the Long Island Power Authority (LIPA), as managed by PSE&G, identifies this project as eligible for commissioning reimbursement, the WFC team shall solicit three proposals from the LIPA list of approved independent commissioning agents on behalf of the College and make a recommendation to select an independent commissioning agent to be funded by the College under a separate contract. If an Independent commissioning agent is retained, the WFC team shall work with this agent on the items identified below with the exception of item (iii) and (x), which are the responsibility of the WFC team.

i. Develop specific Commissioning Plans and Specifications.

ii. Develop acceptance procedures.

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

i. Operations, Maintenance and Systems Manual

WFC team shall incorporate into the project manual, specifications that require the multiple prime contractors to submit Operations, Maintenance and Systems Manual information and documentation for the mechanical/electrical systems installed. The WFC team shall oversee, review and approve all information submitted for a complete Operations, Maintenance and Systems Manual shall include, but not be limited to, the following:

- i. A set of small scale floor plans, color coded to indicate HVAC zones and the locations of control devices, sensors, test ports and major pieces of equipment.
- ii. A detailed description of each system and each of its components showing piping, valves, controls, and other components, with diagrams and illustrations where applicable.
- iii. Wiring and control diagrams.
- iv. A written sequence of operations as actually implemented with control system data including all set points, calibration data, etc.
- v. Procedures for starting, operation and shut down for every system, including emergency instructions, seasonal start up and shut down, abnormal and emergency modes of operation and safety precautions.
- vi. Maintenance and overhaul instructions including lubrication schedules.
- vii. Complete annual maintenance schedule.

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viii. A list of recommended operational record keeping procedures, including sample forms and trend logs, and a rationale for each.

ix. Parts lists, including source of supply and recommended spare parts.

x. Name, address and 24 hour telephone number of each subcontractor who installed equipment, and local representative for each piece of equipment.

xi. Installation instructions.

xii. Corrected shop drawings.

xiii. Product information, including performance curves, rating data, features, options etc., on all installed equipment.

xiv. Copies of warranties.

xv. As built documents.

xvi. Control schematics and computer graphics.

xvii. Complete terminal interface procedures and capabilities for DDC system.

xviii. Initial and final design intent documents.

j. Training

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

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

i. Theory of operation including basic concepts, energy efficiency, indoor air quality, comfort, seasonal modes of operation, occupied vs. unoccupied or partial occupancy, emergency conditions and procedures.

ii. Use of control systems including sequence of operations, problem indicators, diagnostics, corrective actions.

iii. Use of reports and logs.

iv. Use of the Operation, Maintenance and Systems Manual.

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v. Design Intent.

vi. System operational procedures for all modes of operation.

vii. Specialized manufacturer's training programs.

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

k. Additional Services

- i. Where there are approved changes to work, changes in scope, or additional services required, we will be paid additional compensation in accordance with the attached rate schedule.
- ii. The following items are considered beyond the scope of basic services:
 - 1) All filing fees are excluded, included but not limited to Building Permit filing, Suffolk County Fire Marshall filing, SCDHS, LEED, or others.
 - 2) Determining the presence of, and remediation for, toxic or hazardous materials.
 - 3) Construction management services.
 - 4) Additional investigation other than presented in the scope of work.
 - 5) Additional design concepts other than presented in the scope of work.
 - 6) Design services for corrective measures relating to unforeseen or unexpected field conditions.
 - 7) Extensive field or survey work.
 - 8) Field Testing, Cores, Samples, Soil Testing, etc.
 - 9) Work involving stabilization, shoring, bracing, etc.
 - 10) Value engineering services.
 - 11) Security system design services.
 - 12) Specialized consultants including Geotechnical, Acoustic, Elevator, or other.
 - 13) Third party special inspection services as required by the Building Code of NYS. WFC will assist the owner with administering these services. Fees for Special Inspection Services shall be paid for by the owner.
 - 14) LEED filing services, fees and preparation of LEED templates, energy modelling, etc. All design work will be in accordance with current LEED principles.

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- 15) LEED commissioning services or third party commissioning agents.
- 16) Photo-simulations, 3-D Drawings or other type specialized graphic services. These services can be provided upon request.
- 17) Construction Testing / Subsurface investigations.
- 18) Environmental, Wetlands and/or Traffic, reports or studies.
- 19) New utility services or upgrades to existing utility services beyond the building footprint.
- 20) Site improvements, landscape architecture, parking, etc.
- 21) Fire suppression system design. A fire suppression system is not anticipated for this project however, should the College decide to implement one, the design can be provided as an additional service.

We trust the above meets with your approval. If you have any questions or need additional information, please do not hesitate to contact us.

End of Text for Exhibit D

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EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

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

2. Limit of College's Obligations

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

Cost not to exceed \$253,500.00.

3. Consultant's Cost Proposal and Salary Rate

[See ATTACHMENT 2, annexed hereto]

ATTACHMENT 2

Consultant's Cost Proposal and Salary Rate



Partners
 Steven R. Soraniero, AIA, LEED AP
 Neil A. MacDonald, AIA, LEED AP

Partners, Emeritus
 William F. Collins, AIA
 Thomas R. Tackel, AIA

Director of Planning
 Gary S. Shumway

Associates
 Robert P. Hermach, AIA
 Eldon W. Smith, AIA
 Christopher M. Crane, AIA, NCARB

December 21, 2015

Ms. Seema Menon
 Associate Administrative Director of Business Operations
 Suffolk County Community College
 533 College Road, Rm. 111, NFL Building
 Selden, NY 11784-2899

Re: Request for Proposal – R1600003
 Design Professional services in connection with the
 Renovations to Krelling Hall
 Suffolk County Community College Ammerman Campus

Dear Ms. Menon:

It was our pleasure to meet and discuss this project, and we are delighted to have the opportunity to work with you again. William F. Collins, AIA Architects, LLP (WFC) is pleased to submit this proposal to provide Design Professional services in connection with the renovations to Krelling Hall.

This letter shall constitute our fee proposal for providing the design professional services as outlined in Section III of the Request for Proposal.

I. COMPENSATION

A. Basic Services

WFC proposes the following "Not to Exceed" fees for the scope of work:

Phase

| | | |
|---|-----|------------------|
| Programming/Sketch Study | 10% | \$25,350 |
| Preliminary Design | 15% | \$38,025 |
| Contract Document | 20% | \$50,700 |
| Permitting | 5% | \$12,675 |
| Final Approval | 5% | \$12,675 |
| Bid and Award | 5% | \$12,675 |
| Construction | 25% | \$63,375 |
| Commissioning | 5% | \$12,675 |
| Operations, Maintenance and Systems Manuals | 5% | \$12,675 |
| Training | 5% | \$12,675 |
| Total Design Professional Services | | \$253,500 |

B. Reimbursables

Estimated Reimbursables \$5,000

C. Reimbursables

The reimbursable expenses listed below shall be compensated at the actual cost:

1. Reproductions including CADD plotting, mylars, mylar backgrounds, electrostatic plots, travel, telephone, fax, postage, messenger service, drawings, specifications, and other documents.
2. Fees paid for securing approval and permits.
3. Special Data processing and photographic production techniques as requested by Owner when used in connection with the project.
4. Any other reimbursable expenses when authorized by the Owner.
5. Other:
 - a. Personal Car \$ 0.585/mile
6. Any special consultants retained by WFC not included herewith such as engineers, testing services, etc. if required and approved by the Owner, shall be reimbursed at 115% of the architect's direct cost.

II. Hourly Rate Schedule

The following are the WFC hourly billing rates by classification:

ARCHITECTURE/INTERIOR DESIGN

| | |
|-------------------------------------|-----------|
| Principal | \$ 225.00 |
| Associate Principal | \$ 185.00 |
| Senior Project Architect / Engineer | \$ 160.00 |
| Construction Project Manager | \$ 140.00 |
| Jr. Architect / Engineer | \$ 115.00 |
| Expeditor | \$ 90.00 |
| CADD Operator | \$ 85.00 |
| Clerical Support | \$ 65.00 |

ENGINEERING

| | |
|---------------------------------|-----------|
| Partner | \$ 220.00 |
| Associate/Director | \$ 190.00 |
| Project Engineer/Manager | \$ 170.00 |
| Senior Designer/Senior Engineer | \$ 140.00 |
| Designer/Engineer | \$ 125.00 |
| Jr. Designer/Jr. Engineer | \$ 110.00 |
| Field Inspector | \$ 110.00 |
| CAD Operator/Draftsman | \$ 90.00 |
| Administrative Assistant | \$ 80.00 |

III. PAYMENTS

A. Payments shall be made to **William F. Collins, AIA Architects, LLP.**

B. Monthly Invoices

Payment will be made to us monthly on the basis of invoices submitted. Accounts in arrears after sixty (60) days will accrue interest at one percent (1%) per month.

IV. MISCELLANEOUS PROVISIONS

1. The College has advised there is a total budget of \$ 4,800,000 which is inclusive of approximately \$600,000 in soft costs (FFE, A/E Fees, and other). This cost proposal is based on an actual construction cost of approximately \$4,200,000. Significant increase in the construction budget may result in additional compensation for design services.
2. Services provided shall be conducted Monday through Friday, 8:30 AM to 5:00 P.M.
3. This proposal is valid (90) days from date of issuance.

V. INDEMNIFICATION BY OWNER

Asbestos and Hazardous Materials - For services involving or relating to the removal of encapsulation of asbestos as part of this Agreement, It is further agreed that the Owner shall indemnify and hold harmless the Architect and its consultants, agents and employees from and against all claims, damage, losses and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs; arising out of or resulting from the work of others, related to asbestos activities. WFC accepts no responsibility for any type of exposure, handling or disposal of any Asbestos or hazardous materials as outlined by the Environmental Protection Agency.

The Owner assumes full responsibility for any actions taken without consent of, or consultation with, the Architect. The Architect shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work, for the acts or omissions of any and all Contractors, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

We trust the above meets with your approval. If you have any questions or need additional information, please do not hesitate to call us.

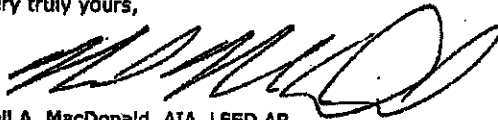
ACCEPTED:

By: _____

_____ Date

WFC is prepared to begin work immediately upon your authorizations.

Very truly yours,



Neil A. MacDonald, AIA, LEED AP
Partner

William F. Collins, AIA Architects, LLP
12-1 Technology Drive
Setauket, NY 11733
(631) 689-8450 x 115
neil.macdonald@wfcala.com

End of Text for Exhibit E

Request for Proposals – R1600003
Advertised November 5, 2015

Design Services for Renovations to Kreiling Hall
Suffolk County Community College

EXHIBIT F
College's Request for Proposals

Request for Proposals (RFP)

for

Design Services in connection with the Renovations to Kreiling Hall

Suffolk County Community College

Proposer's Conference: November 20, 2015

Technical Questions Due: December 3, 2015

Proposals Due: December 17, 2015, no later than 3:00 P.M.

For additional information, contact:

Seema Menon

Phone: 631-451-4141

Fax: 631-451-4404

E-mail: menons@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

**Proposals must be submitted in a sealed envelope with the RFP number, services, due date and time
clearly identified.**

Late Proposals Will Be Rejected

Request for Proposals – R1600003
Advertised November 5, 2015

Design Services for Renovations to Kreiling Hall
Suffolk County Community College

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<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals/index.asp>

**Section I
Administrative Information**

1. Purpose of RFP

Suffolk County Community College (College) invites proposals from qualified companies to provide design services in connection with the renovations required for Kreiling Hall.

It is anticipated that one contract will be awarded for a term of one (1) year, with renewal options to be exercised at the College's discretion. The terms of each option period shall be as mutually agreed upon by all parties.

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 27,000 students.

3. Coordinating Departments

i. Prior to Award of Contract

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

Contact: Seema Menon
Associate Administrative Director of Business Operations
Suffolk County Community College
533 College Road, Rm. 11, NFL Building
Selden, New York 11784-2899
Tel: (631) 451-4141
Fax: (631) 451-4404
E-mail: menons@sunysuffolk.edu

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

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

iii. After Execution of Contract

The Office of Business and Financial Affairs is responsible for administration of Company's contract, including payments.

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4. Evaluation Committee

A College Evaluation Committee will make the final selection of Company. The Evaluation Committee will include, but not be limited to, Executive Dean of the Ammerman Campus, Director of Plant Operations at the Ammerman Campus, Vice President of Student Affairs, Director of Disability Services, Executive Director of Facilities.

5. Administrative and Technical Questions

a. **Administrative Questions** and inquires regarding this project may be submitted 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 **December 3, 2015** 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 Affairs is Sole Contact during RFP Process**

All communications during the RFP process should be directed to the Office of Business and Financial Affairs or, as appropriate, the College's Office of Legal Affairs. 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

A Proposer's Conference will be held at Kreiling Hall at the Ammerman Campus at 11:30 AM on **November 20, 2015**.

In addition, Proposers 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 Beatriz Castano, at the address listed in paragraph 3 above by **December 17, 2015 no later than 3:00 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 hardcopy original and six (6) copies of the Proposal are required, plus one copy on a CD using an MSWord or ASCII format. Envelopes or boxes containing RFP responses must be

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clearly labeled with the title of the Request for Proposal. Failure to properly label the responses may be cause for disqualification. Do not submit proposals that are permanently bound.

9. Proposal Format

Proposals must include the following:

i. Transmittal Letter on Company Letterhead

Signed by a corporate officer or an authorized agent of Company

ii. 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."

iii. 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."

iv. 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 six (6) copies of the Cost Proposal are required, plus one copy on CD using MSWord, MSEXcel, PDF, or ASCII format. Do not submit cost proposals that are permanently bound.

v. List (if applicable) of Subcontractors

Identify all sub-consultants, subcontractors, and other design firms the Company plans to use and identify the functions for which each sub-consultant will be responsible. Provide qualifications, including prior relevant experience, for each such entity anticipated to be used. Failure to include this information in the Proposal may be grounds for disqualification. Any changes to the sub consultants, subcontractors, and design firms identified in the proposal must be submitted in writing to the College for approval.

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vi. 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.

vii. Suffolk 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 VI entitled "Miscellaneous Forms".

viii. Suffolk 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 VI entitled "Miscellaneous Forms"

ix. Suffolk County Local Business Certification Form

Signed by a principal or corporate officer of the company. Form is included in Section VI entitled "Miscellaneous Forms."

x. 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 for rejection of the proposal and disqualification of the Company for not meeting the necessary minimum qualifications to perform the services required to be performed under this RFP.

10. Selection Process

The College will evaluate the submission 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. The College will select the most qualified consultant based on submitted proposal, and if deemed necessary, presentations.

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11. Award Criteria

| | Points |
|---|---------------|
| <p>a. General Qualifications Consultant’s technical expertise, building code and local permitting process knowledge, 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 |
| Total | 100 |

12. RFP Policies and Procedures

- a.** All RFP documents are available for download from the Suffolk County Community College’ website under the following link:
<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals>
 The Office of Business and Financial Affairs has responsibility for maintaining a control list of all potential Proposers. Companies who intend to submit a proposal must complete “Bid-RFP Vendor Registration Form” included in the RFP documents and submit it to the contact person identified in Section I.
- 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 Office of Legal Affairs.

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- d. This RFP and 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 Law and other Suffolk County local laws, as applicable set forth in the Section entitled "Legal Appendices/ County Forms." The Company's knowledge of the Building Code of New York State and the local building permit and certificate of occupancy processes in Suffolk County will factor significantly in the award of a contract.
- 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 recommended 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 College General Counsel 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

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**Section II
Company Profile**

1. General Information/Company History

- i. Company Name, e-mail, main address and all branch office addresses.
- ii. 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.
- iii. Year Company was founded and brief history.
- iv. Total number of employees and total number of licensed professionals. Include an organization chart as relevant.
- v. Location(s) from which services will be performed.
- vi. Annual fee income for the past three (3) years.
- vii. The general and specific design specialties/expertise and overall resources.

2. Technical Approach

Indicate your understanding of the scope of work 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. Describe management techniques/approaches that will be utilized under this contract. Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.

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, especially at community colleges, specifically designing renovations to and repurposing of older (approximately 100 year old) buildings..
- b. References must be provided. 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. An incomplete references section may result in disqualification.

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- c. Describe the qualifications and background of your staff, insofar as they relate to this project.
 - d. 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. Any changes to the team members identified in the proposal must be submitted to the College for approval. The College reserves the right to deny payment for any services provided by a team member not approved, in writing, by the College. It is highly recommended that a specific team member or sub-consultant be identified who is an expert in the Building Code of New York State and who has experience in the local permitting process with the authority having jurisdiction.
 - e. Any and all subconsultants or subcontractors to be employed must be identified in similar detail. Any changes to such sub-consultants, subcontractors or design firms identified in the proposal must be submitted in writing to the College for approval. The College reserves the right to deny payment for any services provided by any such entity not approved in writing by the College. It is highly recommended that a specific employee of a sub-consultant, subcontractor or design firm be identified who is an expert in the Building Code of New York State and who has experience in the local permitting process with the authority having jurisdiction.
 - f. Provide a list of all contracts with the Collège or the County of Suffolk within the last five years (regardless of type of service) and the time period for those services.
 - g. 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.
 - h. Describe your Company's expertise as it relates to the Building Code of New York State and experience obtaining building permits and certificates of occupancy through the local authority having jurisdiction, the Suffolk County Department of Health Services and the Suffolk County Department of Fire, Rescue and Emergency Services.
 - i. Describe your Company's expertise as it relates to LEED Certifications and Standards.
 - j. Describe your Company's expertise and experience as it relates to construction administration on projects of similar scope.
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.

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- 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

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Section III
Scope of Work

1. Project Scope

a. Projected Budget

The total budget for design and construction is \$4,800,000

b. Time Frame

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

- Qualification and Proposal Packages Due:
- Selection and Award of Consultant Contract:
- Start of Consultant Services:
- Completion of Programming/Sketch Study Phase:
- Completion of Preliminary Design
- Completion of Contract Document Phase
- Completion of Permitting Phase
- Bid and Award of Construction Contracts
- Start of Construction
- Completion of Construction

c. History

Kreiling Hall, originally called the Marshall Building, was constructed in 1934 as part of a tuberculosis sanatorium. It was renovated and converted into a college classroom and laboratory building in 1961. It contains 23,607 gross square feet (21,460 net square feet) of space that includes Science laboratories, classrooms and offices.

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d. Existing Conditions

Building façade – The façade is composed of red brick with ornate concrete and wooden decorative features. The brick is in relatively good condition although there is some spalling but some of the concrete decorative dental work and parapet capping has seriously deteriorated to the point where it represents a safety hazard and a temporary sidewalk bridge has been installed to protect the public.



Note deteriorating decorative concrete

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Roof – The existing roof is black EPDM the roof deck is made of wood. Most of the EPDM roofing is in poor condition.



Black EPDM roof in poor condition, the hip roof shed was used by Civil Defense enemy aircraft spotters during WW2

Windows – the replacement windows that were installed in 1989 are of poor quality and shall be replaced.

Lintels – there is some corrosion of the metal lintels.

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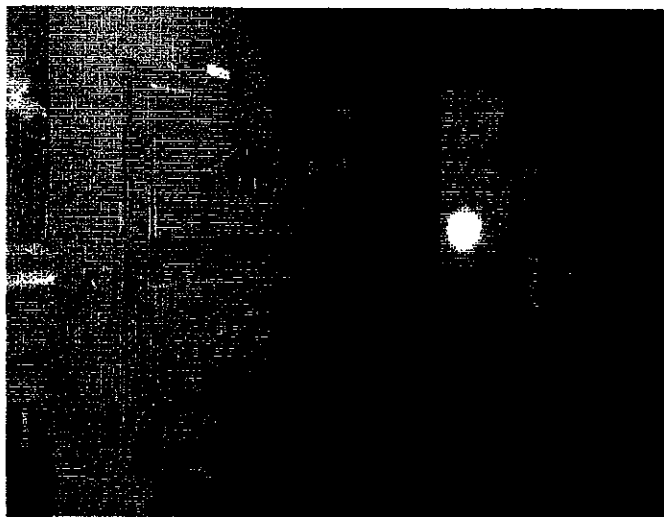
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HVAC System – The building utilizes two HB Smith steam boilers with a capacity of 738 lbs/hr. each. The boilers were replaced in 2008. Some of the steam condensate is returned through under slab piping that has deteriorated and is leaking badly resulting in the need for a significant flow of make-up water which accelerated the deterioration of the boilers to the point where both boilers leak. The building renovation shall include replacement of the entire steam heating system with a hydronic system. Air conditioning is currently provided by window units. The renovation shall include a central system, and consideration shall be given to providing a VRF system to avoid having to install a significant amount of new ductwork.



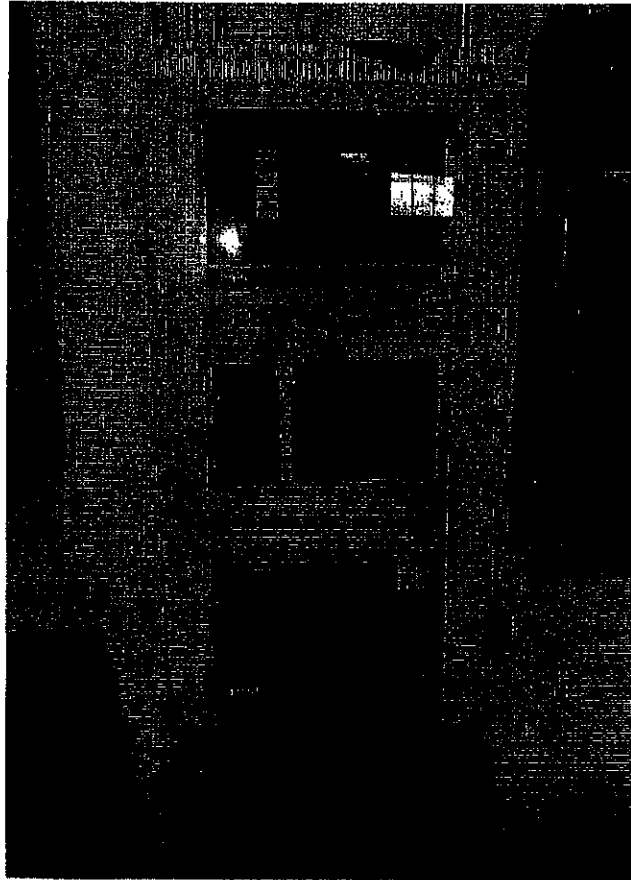
Existing Sectional Steam Boilers

Electrical System - Power is provided from the Campus wide 13,200 volt loop, stepped down to 208 volts with a 500KVA transformer. The building has a 1200 amp 208 volt 3 phase service.



Existing electrical switchgear

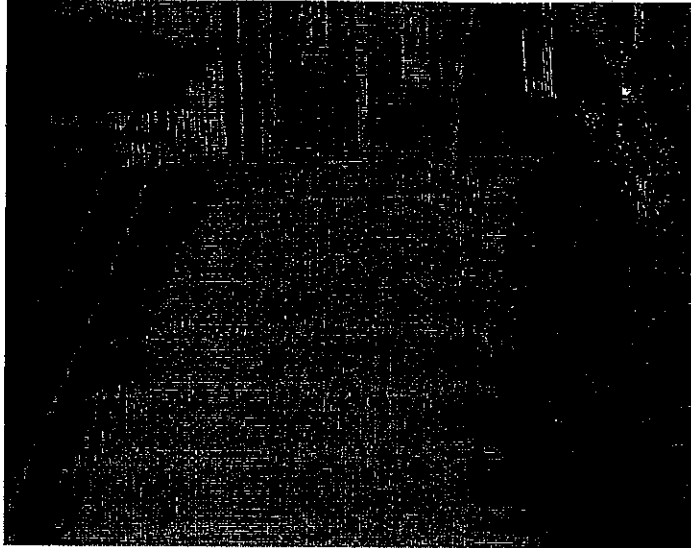
Fire Alarm System – The building has a fairly new addressable simplex fire alarm system



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Exterior stairs – Exterior stairs are in poor condition and are not code compliant with regard to riser heights, handrails and guardrails.



Exterior stairs have non uniform riser heights, non- code compliant handrails and guardrails

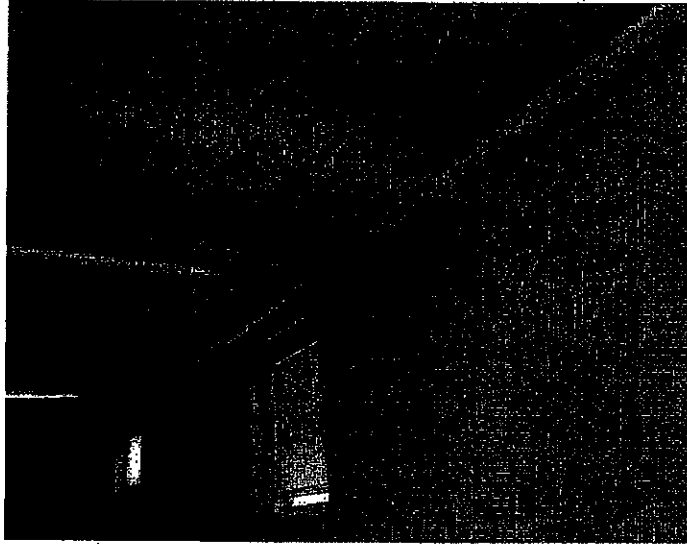


Entrance to basement level, note deteriorated concrete stair landing slab

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Structure – We do not have the original structural drawings, however the structure seems to be constructed of concrete encased steel columns and concrete or concrete encased steel beams, concrete slab floors and a wooden roof deck.



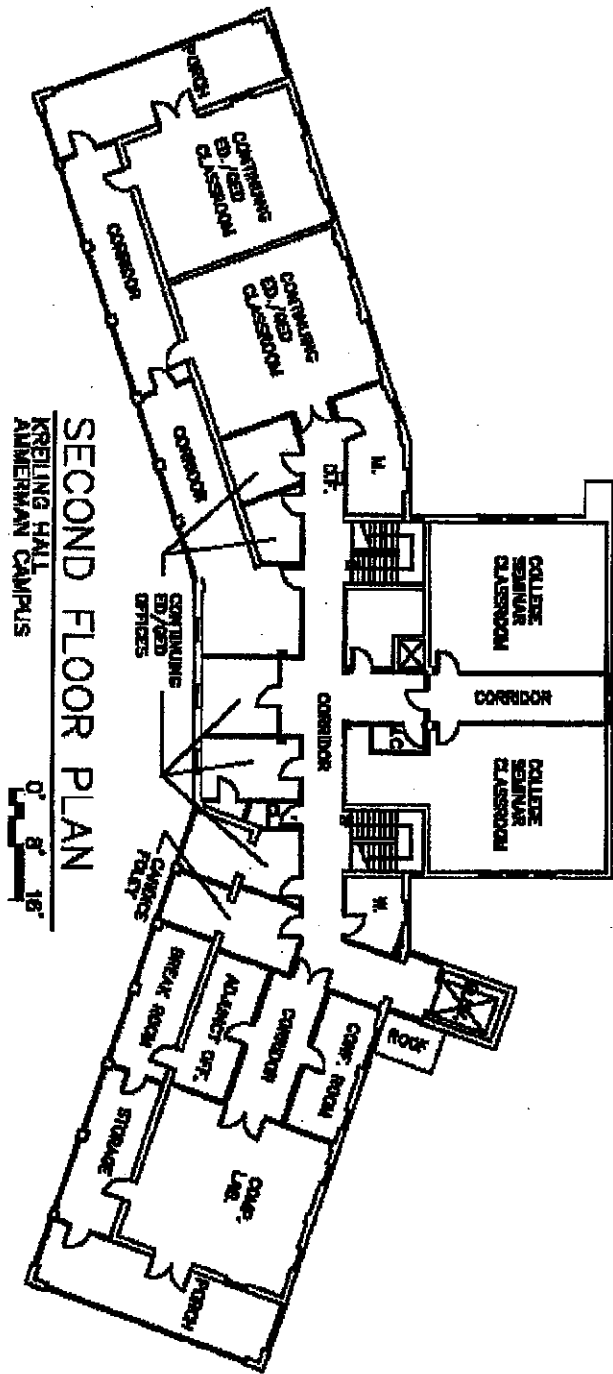
Note concrete encased beam and column

Architectural layout – The existing building does not comply with current building codes with regard to accessibility and means of egress.

The following floor plans show one possible space utilization plan for the building that was developed without removing or adding any interior walls. The Consultant shall evaluate various possible layouts including those that require removal or relocation of existing interior walls to determine which layout best meets the needs of the College and is possible with the existing budget.

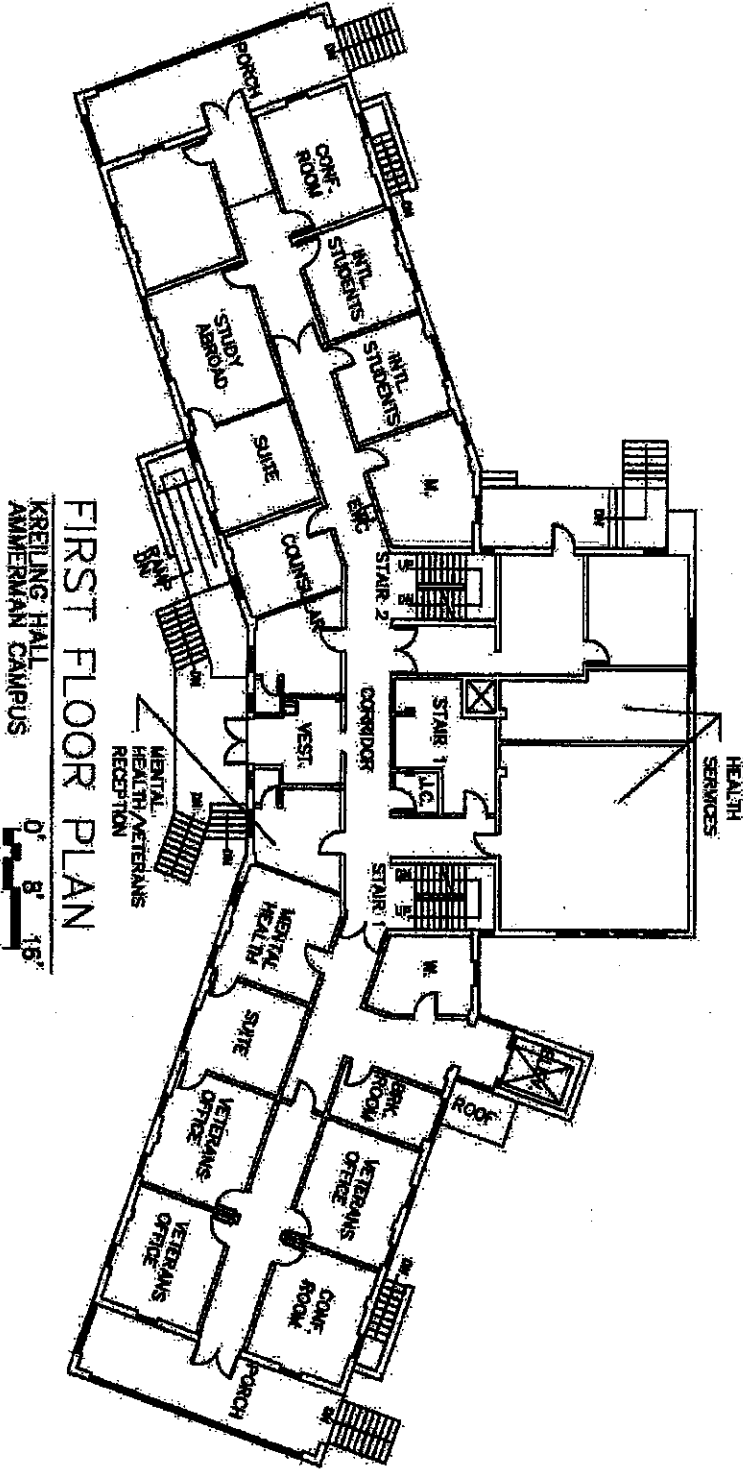
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2. Scope of Work

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

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

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

a. Programming/Sketch Study Phase

i. Project Specific Requirements

Consultant shall do the following:

- (1) Assist the College in obtaining and evaluating an environmental hazard study that will determine the activities necessary to abate the risks related to asbestos, lead, PCBs, mold and other environmental hazards. The cost of the study will be paid by the College.
- (2) The following floor plan shows one possible space allocation that includes all of the functions that are planned for the building without removing any interior walls, as part of this project the Consultant shall evaluate other possible configurations and the desirability of reconfiguring interior walls to obtain a better layout.

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ii. Standard Requirements

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

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

b. Preliminary Design Stage

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

i. Prepare preliminary contract documents for the project.

- (1) All contract documents shall reflect the requirements of General Municipal Law 101 (Wick's Law) and comply with all applicable local, State and Federal laws and codes, including but not limited to the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency. Any required tests and inspections shall be incorporated into the contract documents. The possible use of a project labor agreement (PLA) will be evaluated under a separate contract, if warranted. If a PLA is executed, contract documents shall reference the PLA.

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

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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) Complete code compliance drawings, which shall follow the preferred format of the local authority having jurisdiction and illustrate how construction documents meet relevant code requirements in a clear and concise manner.
 - (3) Drawings shall reflect necessary project phasing to maintain occupancy and educational usage of portions of the campus during construction.
 - (4) Drawings shall be prepared on 30 by 42-inch sheets (E-size) utilizing a computer aided drafting and design (CADD) system equal to or compatible with AutoCad Release 2010 (or later). Drawings shall be in a format which can be posted on the College's website or provided by the Consultant to bidders directly.
 - (5) Detailed technical specifications shall be written in CSI format.
 - (6) Specifications shall be typed either in Microsoft Word, or a compatible format which can be posted on the College's website.
 - (7) Specifications shall be merged with the College Project Manual, which will 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 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

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Wick's Law, if applicable, the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York State, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency, and the codes and standards of ANSI, ASTM, NEMA, NFPA, IEEE, and other nationally recognized associations. Any required tests and inspections shall be incorporated into the contract documents. The possible use of a project labor agreement (PLA) will be evaluated under a separate contract, if warranted. If a PLA is executed, contract documents must reference the PLA.

- (5) Upon acceptance by the College of the contract documents and prior to submissions to the appropriate agencies for code compliance, Consultant shall submit to the College one (1) set of drawings, (1) set of half-size bound drawings on minimum 24-lb bond paper, one (1) copy of bound specifications, and one copy of all on CD.
 - iii. Obtain final approval from the College for all furnishings, fixtures, color schemes, treatments and other significant design elements.
 - iv. Provide revised costs estimates with recommended contingencies that reflect the more detailed construction documents.
- d. **Permitting**

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

- i. Consultant shall discuss with the College which permits and approvals must be obtained before Consultant makes any submissions to the appropriate agencies. Consultant is encouraged to communicate with the various regulatory agencies throughout the project to avoid substantial design changes at this stage.
- ii. At a minimum, the following permits and approvals shall 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 local authority having jurisdiction, 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. Consultant shall be

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responsible for obtaining all permits and approvals. Approvals for all projects must be obtained from the Fire Marshall even if building permits are not required.

Consultants shall complete the OGS 2010 Code Compliance Review Checklist as required by the local authority having jurisdiction and include the checklist with the building permit submission. All code compliance drawings shall follow the preferred format of the local authority having jurisdiction.

In addition, construction projects that exceed \$1,000,000 shall 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. Consultant shall be responsible for determining 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 National Grid approvals, including but not limited to gas supply and connections.
 - (6) Any and all applicable New York State Department of Environmental Conservation (NYSDEC) approvals.
 - (7) Any and all applicable Environmental Protection Agency (EPA) approvals.
 - (8) Any and all required Pine Barrens Commission approvals.
 - (9) Any and all other local, State or Federal approvals, as may be required.
- iii. Any changes or modifications to the contract documents or any other document preparations and submissions necessary to obtain all applicable permits and approvals shall be performed by Consultant at no additional charge to the College.

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

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- (8) Completed electronic copy of the College Project Manual which may be found on the College's website or provided by the Consultant to bidders directly.
- (9) One printed copy and one electronic copy of all presentation materials (i.e. floor plans, renderings, etc.) accumulated throughout the design process in chronological order.
- (10) Provide two (2) sets of finish boards.

f. Bid and Award Phase

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

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

g. Construction Stage

During the Construction Phase, Consultant shall do the following:

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

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- 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 approval 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) Two (2) sets of full size drawings;
 - (2) One copy of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files shall be complete, illustrating the complete drawing that is provided. (Drawings utilizing background "X-reference" files shall include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in "opening" the files. Drawings shall be in a CADD format.
 - (3) One copy of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawings shall be in a PDF format.
- xviii. Obtain a Certificate of Occupancy at the completion of the project from the local authority having jurisdiction. The College shall receive complete copies of any submissions made in order to obtain a Certificate of Occupancy. Please note that the SCDHS requires stamped and sealed as-built drawings of water, sewer and drainage systems for approval. A Certificate of Occupancy shall not be issued without SCDHS approval. Therefore, these as-built drawings and related documentation must be submitted to the SCDHS as soon as the related construction work is complete and not at the end of the project in order to avoid occupancy delays.

h. Commissioning

In the event that an independent commissioning agent is not retained for this project, the commissioning services listed below shall be provided by the Consultant as part of

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this project for the mechanical/electrical systems installed (testing and balancing will be performed by an independent testing and balancing contractor). In addition, if the Long Island Power Authority (LIPA), as managed by PSE&G, identifies this project as eligible for commissioning reimbursement, the Consultant shall solicit three proposals from the LIPA list of approved independent commissioning agents on behalf of the College and make a recommendation to select an independent commissioning agent to be funded by the College under a separate contract. If an independent commissioning agent is retained, the Consultant shall work with this agent on the items identified below with the exception of item (iii) and (x), which are the responsibility of the Consultant.

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

i. Operations, Maintenance and Systems Manual

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

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

- i. A set of small scale floor plans, color coded to indicate HVAC zones and the locations of control devices, sensors, test ports and major pieces of equipment.
- ii. A detailed description of each system and each of its components showing piping, valves, controls, and other components, with diagrams and illustrations where applicable.
- iii. Wiring and control diagrams.

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- iv. A written sequence of operations as actually implemented with control system data including all set points, calibration data, etc.
- v. Procedures for starting, operation and shut down for every system, including emergency instructions, seasonal start up and shut down, abnormal and emergency modes of operation and safety precautions.
- vi. Maintenance and overhaul instructions including lubrication schedules.
- vii. Complete annual maintenance schedule.
- viii. A list of recommended operational record keeping procedures, including sample forms and trend logs, and a rationale for each.
- ix. Parts lists, including source of supply and recommended spare parts.
- x. Name, address and 24 hour telephone number of each subcontractor who installed equipment, and local representative for each piece of equipment.
- xi. Installation instructions.
- xii. Corrected shop drawings.
- xiii. Product information, including performance curves, rating data, features, options etc., on all installed equipment.
- xiv. Copies of warranties.
- xv. As built documents.
- xvi. Control schematics and computer graphics.
- xvii. Complete terminal interface procedures and capabilities for DDC system.
- xviii. Initial and final design intent documents.

j. Training

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

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

- i. Theory of operation including basic concepts, energy efficiency, indoor air quality, comfort, seasonal modes of operation, occupied vs. unoccupied or partial occupancy, emergency conditions and procedures.

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

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

End of text for Section III

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**Section IV
Cost Proposal**

1. Cost proposals must be provided in a **separate sealed envelope**. Consultant should provide all information it deems necessary to explain or clarify its Cost Proposal.
2. Cost proposals must represent 'not to exceed' pricing. Lump sum cost proposals will be rejected. You must include a billable rate schedule in your proposal and invoices submitted must be based on the billable rates and the number of hours spent on the project.
3. Consultant should provide all information it deems necessary to explain or clarify its Cost Proposal.
4. **Payment Schedule**

The 'not to exceed' proposed fee will be apportioned among the various project phases as follows:

| <u>Phase</u> | <u>Percentage</u> |
|--|-------------------|
| Programming/Sketch Study | 10% |
| Preliminary Design | 15% |
| Contract Document | 20% |
| Permitting | 5% |
| Final Approval | 5% |
| Bid and Award | 5% |
| Construction | <u>25%</u> |
| Commissioning | <u>5%</u> |
| Operations, Maintenance and Systems Manual | <u>5%</u> |
| Training | <u>5%</u> |
| | 100% (base fee) |

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

End of text for Section IV



November 12, 2015

ADDENDUM NO. 1

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Attention to Proposers:

This constitutes Addendum No. 1 to the referenced Request for Proposals (RFP), and consists of this cover page, which provides notification of the new location for the Pre-Proposal Conference.

**PLEASE NOTE THAT THE PRE-PROPOSAL CONFERENCE WILL BE HELD IN
ROOM 109 OF THE SMITHTOWN SCIENCE BUILDING ON THE AMMERMAN CAMPUS.**

The Pre-Proposal Conference date and time of November 20, 2015 at 11:30 AM remains unchanged.

The proposal due date and time of December 17, 2015 no later than 3:00 PM remains unchanged.

All other terms and conditions of the RFP remain unchanged.

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

Beatriz Castano

Beatriz Castano
Administrative Director of Business Operations

Acknowledged and Subscribed to:

William F. Collins, AIA Architects, LLP (WFC Architects)

Firm Name

Partner

By (Sign in ink)

Title

Neil MacDonald, AIA LEED AP

12/08/2015

Print Name

Date



December 1, 2015

ADDENDUM NO. 2

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Attention to Proposers:

This constitutes Addendum No. 2 to the referenced Request for Proposals (RFP), and consists of this six (6) page cover letter, and a two (2) page attachment. This Addendum provides the following information:

- responses to questions raised by prospective proposers during the pre-proposal conference held at the College on November 20, 2015.
 - The sign-in sheet reflecting the names and information of firms that attended the pre-proposal conference.
-

Q1: Please clarify LEED requirements.

A1: This question will be answered at a later date.

Q2: Please advise what is included in the \$4,800,000 budget reflected in the RFP documents.

A2: The \$4,800,000 includes fees for design, construction, and furniture, fixtures and equipment. In the proposer's professional opinion, if the budget seems insufficient, please submit a detailed alternative of cost options that may meet the goals of the project.

Q3: Is the information in the RFP documents the program?

A3: Yes. Instead of a listing of items, the drawings provided with the RFP documents, along with the description make up the Program of Requirements of the project



ADDENDUM NO. 2

**REQUEST FOR PROPOSAL NO. R160003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Q4: Do the schemes presented have to conform to the layout presented in the RFP documents?

A4: The layout provided in the RFP documents is only one scheme with the understanding that demolition will not be required. The layout provides a floor plan that includes offices. However, proposers are welcome to offer alternative schemes that may provide better space utilization or create more inviting spaces and require some reconfiguration of existing walls. In addition, since the building will no longer be used for science labs, all such equipment will be eliminated from the layout.

Q5: Where will the concentration of work anticipated to be? Will there be site work involved?

A5: Extensive work is being anticipated on the exterior of the building, as well as on the molding, crumbling stairs, and doors. The look-out shed on the roof would also need to be repaired. Windows may need to be replaced contingent on budget availability. The College does not anticipate site work unless the exterior work being performed requires related site work.

Q6: There were some areas that began with the letter "M." Is there any significance for those areas?

A6: The M has no significance.

Q7: What kind of heating system exists in the building, and what is the anticipated work? Will the College be considering changing the heating method? Are there any drawings for the HVAC system, and information on the materials used?

A7: Currently, the building utilizes steam heat provided by dual fuel (gas/oil) boilers. We expect the analysis done in the sketch study phase will indicate that gas fired hot water condensing boilers should be used. There are no existing HVAC drawings.



ADDENDUM NO. 2

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Q8: Will emergency generators be needed for any equipment that will need to be used on the project, or is in the building already?

A8: There are no emergency generators serving the building. Emergency generators will be provided only if required by code or found to be desirable in the sketch study phase.

Q9: Weight on Code Issues.

A9: The Consultant awarded the contract shall have on their design team, a member with extensive knowledge of all applicable codes especially the Existing Building Code of NYS (EBCNYS)

Q10: How much room is above the ceiling?

A10: In most areas there is very little space above the ceiling.

Q11: What is the requirement in performing services related to abatement or HazMat? Will abatement be in conjunction with the contract, or prior to work assigned under the contract?

A11: The College will retain and compensate a separate environmental consultant. The design consultant selected by this RFP process shall be required to work with the College's environmental consultant and incorporate the requisite abatement activities in the construction documents.

Q12: If HazMat consulting services can be provided by the selected consultant's in-house staff, how will the consultant be required to invoice for the services rendered – is it as a separate fee?

A12: HazMat (environmental consulting) will be a separate contract.



ADDENDUM NO. 2

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Q13: What is the work required for fire suppression, i.e. sprinkler system in the building?

A13: Fire suppression will be included if required by code or determined to be desirable in the sketch study phase.

Q14: Will there be any work on the elevators in the building?

A14: Elevator work will be done if required by code. It is likely that elevator recall will be required.

Q15: What will be needed in connection with ADA requirements?

A15: At a minimum ADA work as required by the EBCNYS. Additional ADA work may be done if determined to be desirable in the sketch study phase

Q16: Please provide some clarification on any work or material on the roof.

A16: Most of the existing roof is not pitched properly and it is anticipated that a new roof will be required.

Q17: Is the fire escape an exit, and will work need to be done there?

A17: This will be determined in the code analysis to be done in the sketch study phase

Q18: What are the code compliance issues the selected consultant would have to meet?

A18: Consultant is expected to do a comprehensive code study. The College expects the work will be classified as a level 3 alteration in the EBCNYS.



ADDENDUM NO. 2

**REQUEST FOR PROPOSAL NO. R160003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Q19: It is difficult to find the dollar value to perform special inspection services. How do you suggest that the fee be assessed for this portion of the work? Does it all carry the same allowances?

A19: Special inspections are done in the construction phase, special inspectors will be retained and paid for by the College

Q20: In addition to CADD and ASCI formats, can the submission be provided in pdf format?

A20: Yes. The submissions can be submitted in pdf format.

Q21: The RFP states that the total budget for design and construction is \$4,800,000. If at the completion of the Programming/ Sketch Study Phase it is determined that the cost for the project will exceed the \$4,800,000 budget, will the College reduce the scope to fit the budget or increase the budget to fit the scope?

A21: If at the completion of the Programming/Sketch Study Phase it is determined that the cost for the project will exceed the \$4,800,000 budget, the College may reduce the scope to fit the budget

Q22: The RFP makes no mention of the repair of spalling concrete at the underside of the second floor slab at one of the side porches. Access to the porch is currently closed with yellow plastic tape. Is repair of the concrete slab to be included in the scope of work?

A22: All spalling concrete shall be repaired.



ADDENDUM NO. 2

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

The proposal due date and time of December 17, 2015 no later than 3:00 PM remains unchanged.

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

All other terms and conditions of the RFP remain unchanged.

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

Beatriz Castaño

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

William F. Collins, AIA Architects, LLP (WFC Architects)

Firm Name

By (Sign in ink)

Neil MacDonald, AIA LEED AP

Print Name

Partner

Title

12-08-2015

Date



ADDENDUM NO. 2

REQUEST FOR PROPOSAL NO. R1600003
 DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL

| DESIGN SERVICES IN CONNECTION WITH RENOVATIONS TO KREILING HALL | | | |
|---|------------------------------|----------------------|-------------------------|
| EXHIBIT | DESIGNER'S NAME (PRINT NAME) | DESIGNER'S SIGNATURE | PHONE NUMBER |
| ENRTEC CONSULTANTS | Andy Salsano | | 651-881-8888 |
| Moss Summer Architects | Charles Wiser | | 516-625-3744 |
| Moss Summer Architects | Thomas J. Moss | | 516-625-3344 |
| RENOVATIONS ENGINEERS | Doreen Kelly | | 631-796-8000, ext. 1041 |
| WFA | John Ruffalo | | 631-475-4347 |
| Balderson Architects | Alex Balderson | | 631-615-4267 |
| Allison Design Assoc. | William Laverty | | 631-434-7700 |
| Nelson & Page | John Perrotte | | 631-427-5665 |
| BARTLET ARCHITECTS | RIK BARTLETT | | 631-567-6767 |
| WFC ARCHITECTS | EMILY WELLS | | 631-689-8450 |
| WFC ARCHITECTS | Monty MacDonell | | 631-689-8450 |
| WFC | GILBERT BAKER | | 516-830-8507 |
| WFC | BRUCE KOREDOV | | 516-830-8507 |



December 2, 2015

ADDENDUM NO. 3

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Attention to Proposers:

This constitutes Addendum No. 3 to the referenced Request for Proposals (RFP), and consists of this two (2) page cover letter which provides responses to questions raised by a prospective proposer.

Q1: Was the budget estimate for the project based upon union labor?

A1: Yes

Q2: Was asbestos abatement included in the 4.8 million dollar budget?

A2: Yes

The proposal due date and time of December 17, 2015 no later than 3:00 PM remains unchanged.

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

All other terms and conditions of the RFP remain unchanged.

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

Beatriz Castaño

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

William F. Collins, AIA Architects, LLP (WFC Architects)

Firm Name

Partner

By (Sign in ink)

Title

Neil MacDonald, AIA LEED AP

12-8-2015

Print Name

Date



December 3, 2015

ADDENDUM NO. 4

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Attention to Proposers:

This constitutes Addendum No. 4 to the referenced Request for Proposals (RFP), and consists of this two (2) page cover letter which provides responses to questions raised by a prospective proposer.

Q1: Please provide dates for the Project Schedule included in the RFP

A1: The following is the updated Project Schedule:

- Qualification and Proposal Packages Due: 12/17/15
- Selection and Award of Consultant Contract: 2/16/16
- Start of Consultant Services: 2/26/16
- Completion of Programming/Sketch Study Phase: 5/26/16
- Completion of Preliminary Design 7/28/16
- Completion of Contract Document Phase 11/25/16
- Completion of Permitting Phase 12/23/16
- Bid and Award of Construction Contracts 2/23/17
- Start of Construction 3/23/17
- Completion of Construction 3/23/18

Q2: Is the Health Services space as indicated on the plans provided intended to be basic medical examination space? Are there any special requirements that would impact the project scope?

A2: The Health Services space shall include an exam room with a dedicated restroom and office space.

Q3: Will Commissioning be required even if LEED certification is not?

A3: Commissioning will be required

Suffolk

COUNTY COMMUNITY COLLEGE

Q4: Are third party consultants (environmental testing, special inspections, etc.) that are hired directly by SCCC under separate contract part of the budget of \$4.8 million?

A4: The fees for third party consultants (environmental testing, special inspections, etc.) are included as part of the \$4.8 million budget.

Q5: Is there an existing gas service to the building?

A5: Yes, there is an existing gas service to the building.

Q6: Is all stone and masonry to replicated to match existing or will "similar" elements be acceptable?

A6: Similar elements will be acceptable.

Q7: Are there any existing condition architectural plans & elevations & if so are they available in Auto CAD?

A7: There are no architectural plans or drawings of existing conditions.

The proposal due date and time of December 17, 2015 no later than 3:00 PM remains unchanged.

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

All other terms and conditions of the RFP remain unchanged.

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

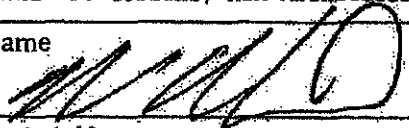
Beatriz Castaño

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

William F. Collins, AIA Architects, LLP (WFC Architects)

Firm Name



Partner

By (Sign in ink)

Title

Neil MacDonal, AIA LEED AP

12-8-2015

Print Name

Date



December 4, 2015

ADDENDUM NO. 5

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Attention to Proposers:

This constitutes Addendum No. 5 to the referenced Request for Proposals (RFP), and consists of this cover page, which provides notification of a second walk-through at the Kreiling Hall project site.

**PLEASE NOTE THAT A SECOND WALKTHROUGH WILL BE HELD ON
DECEMBER 11, 2015 AT 12:00 PM.**

Proposers shall meet in the lobby of the Kreiling Hall building on the Ammerman Campus.

The proposal due date and time of December 17, 2015 no later than 3:00 PM remains unchanged.

All other terms and conditions of the RFP remain unchanged.

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

Beatriz Castano

Beatriz Castano
Administrative Director of Business Operations

Acknowledged and Subscribed to:

William F. Collins, AIA Architects, LLP (WFC Architects)

Firm Name

Partner

By (Sign in ink)

Title

Neil MacDonald, AIA LEED AP

12-08-2015

Print Name

Date



December 11, 2015

ADDENDUM NO. 6

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Attention to Proposers:

This constitutes Addendum No. 6 to the referenced Request for Proposals (RFP), and consists of this one (1) page cover letter which notifies proposers of the postponement in the due date for submission of Technical Questions.

The Technical Questions submission due date of December 3, 2015 has been postponed to December 15, 2015

The proposal due date and time of December 17, 2015 no later than 3:00 PM remains unchanged.

All other terms and conditions of the RFP remain unchanged.

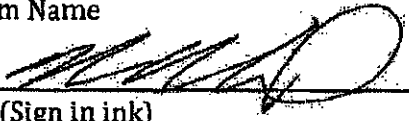
A copy of this addendum must be signed by the proposer and attached to the proposal response.

Beatriz Castano

Beatriz Castano
Administrative Director of Business Operations

Acknowledged and Subscribed to:

William F. Collins, AIA Architects, LLP

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| Firm Name | |
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|  | Partner |
| <hr/> | |
| By (Sign in ink) | Title |
| <hr/> | |
| Neil MacDonald, AIA LEED AP | 12/15/2015 |
| <hr/> | |
| Print Name | Date |



December 14, 2015

ADDENDUM NO. 7

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Attention to Proposers:

This constitutes Addendum No. 7 to the referenced Request for Proposals (RFP), and consists of this four (4) page cover letter which provides responses to questions raised by a potential proposer.

Q1: Will this project be filed with the USGBC for LEED certification, or will it only be required to be designed to LEED standards? If LEED filing is required, will the DP be required to complete the LEED online templates? If LEED filing is required, will the DP be required to pay the LEED fees?

A1: This project shall be designed in accordance with LEED standards.

Q2: Will a PLA be implemented for this project?

A2: At this time, the College does not know if a PLA will be implemented.

Q3: Please confirm the contract documents will be required to reflect Wick's Law requiring multiple prime contracts. If so, does the college have Division 1 specifications that they will provide to the DP to be included in the project manual?

A3: For the purpose of determining your fee, Consultant shall assume that this will be a Wicks Law job. The College will provide the College's boilerplate general conditions to be incorporated into the project manual by the DP. If a PLA is implemented, this will be a single prime project.

Q4: Will filing fees (ie: Permitting, LEED, SCDHS, etc.) be paid to the DP as a reimbursable expense?

A4: Yes.



ADDENDUM NO. 7

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Q5: Are the commissioning services listed in Section 3, paragraph h. (i thru x) to be paid for by the College directly or should the DP include these services in their fee? Further, regarding LEED commissioning, would these services be paid for by the College directly, or should the DP include these services in their fee?

A5: Commissioning, as listed in the RFP Section 3, is to be included in the DP's fee. In the event that LEED commissioning or enhanced commissioning is requested, the costs associated will be paid by the College directly.

Q6: Is there a MWBE percentage goal or requirement for the DP fee? If so please direct us to this information.

A6: There are no specific M/W/DBE requirements associated with this contract to the College's knowledge. However, the College projects must follow all County policies for capital projects.

Q7: Has a hazardous materials report been prepared for this building? Is there a portion of the \$4.8 million budget allocated for hazardous material abatement?

A7: No environmental study has been done for this project. Abatement has not been included as part of the \$4,800,000 budget.

Q8: Can the college please provide information regarding the connection of Kreiling Hall to an existing sanitary system or connection to the existing sewage treatment plant?

A8: The building is connected to a College owned and operated sewer system that includes a sewer treatment plant.

Q9: Should the DP include in their fee, construction cost estimating services?

A9: Yes.



ADDENDUM NO. 7

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

Q10: Should the DP include in their fee, structural engineering services? (ie: lintel replacement at the exterior windows, spalling of the concrete porch slabs, etc.)

A10: Yes.

Q11: Should the DP include in their fee, replacement of all guard and handrails (ie: exterior porch guard railings, exterior stair railings, guard railings adjacent to areas ways, roof guard rails, accessible ramps, etc.) as required by code?

A11: Yes.

Q12: Will the DP need to identify demolition of existing equipment (ie: refrigeration, furniture, UV apparatus, built in laboratory equipment/fixtures, etc.), or will the equipment be removed by the College and excluded from the contractors bid?

A12: Loose equipment will be removed by the College. However, fixed equipment should be identified on the demolition drawings for inclusion in the contractor's bid.

Q13: Is the existing elevator controller capable of receiving elevator recall from the fire alarm panel?

A13: At this time, the College is not aware whether the existing elevator controller is capable of receiving elevator recall from the fire alarm panel. This may need to be investigated further by a vertical transportation consultant at a later date if the project warrants such information.

Q14: Can the college provide a copy of the existing certificate of occupancy?

A14: There is no certificate of occupancy – see question 15



ADDENDUM NO. 7

**REQUEST FOR PROPOSAL NO. R1600003
DESIGN SERVICES FOR RENOVATIONS TO KREILING HALL**

- Q15:** Can the college provide any documentation which demonstrates the existing approved 'use and occupant load' for the facility? (ie: certificate of occupancy)
-
- A15:** In lieu of a certificate of occupancy, the College is inspected by the NYS Fire Marshall and is issued an annual certificate of compliance. The occupant load of the renovated building will likely be different from the existing occupant load, and therefore, will have to comply with the BCNYS.

The proposal due date and time of December 17, 2015 no later than 3:00 PM has been changed to December 21, 2015 no later than 12:00 PM.

All other terms and conditions of the RFP remain unchanged.

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

Beatriz Castano

Beatriz Castano
Administrative Director of Business Operations

Acknowledged and Subscribed to:

William F. Collins, AIA Architects, LLP

Firm Name

Partner

By (Sign in ink)

Title

Neil MacDonald, AIA LEED AP

12/15/2015

Print Name

Date

End of Text for Exhibit F

EXHIBIT G

Consultant's Proposal

Incorporated by Reference and made a part of this Agreement as Exhibit G is
Consultant's Proposal, dated December 21, 2015.

End of Text for Exhibit G