AMENDMENT NO. 5 TO AGREEMENT

This is a fifth amendment to Contract No. 17-CC-017, last dated March 1, 2017 **("Agreement")**, between **Suffolk County Community College ("College"),** having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York; and

AECOM USA, Inc. ("Consultant"), a New York corporation having its principal place of business at 125 Broad Street, 15th Floor, New York, New York 10004.

WHEREAS, the parties hereto desire to amend certain provisions of the Agreement in order to facilitate successful completion of the Renewable Energy and STEM Center project on the Michael J. Grant Campus.

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

1) The Agreement, at Exhibit F, Section II, paragraph 3(c) ("Payment Schedule"), shall be amended as follows:

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

Phase	**Percentage**
Programming / Sketch Study	10%
Preliminary Design	15%
Contract Document	26%
Permitting / Final Approval	10%
Bid and Award	7%
Construction	25%
Commissioning	2.5%
Operations, Maintenance and Systems Manual	2.5%
Training	2%
	100% (base bid)

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

In Witness Whereof, the parties hereto have executed this Amendment No. 5 to the Agreement as of the latest date written below.

AECOM USA, Inc.
FID #: 13-5511947

By: _____
Tom Scerbo, AIA
Vice President

Date: 4/7/21

Suffolk County Community College

By: _____
Louis J. Petrizzo
Interim President

Date: 04/09/2021

Approved as to Legality:

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

Date: 04/08/2021

Approved:

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

Date: 04.09.2021

AECOM USA, Inc. **Contract No.: 17-CC-017**
Project Name: Design Services for Renewable Energy and STEM Center, Grant Campus

AMENDMENT NO. 4

This is a fourth Amendment to Contract No. 17-CC-017, last dated March 1, 2017 **("Agreement")**, between **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York; and

AECOM USA, Inc. ("Consultant"), a New York corporation having its principal place of business at 125 Broad Street, 15th Floor, New York, New York 10004.

WHEREAS, the parties have previously executed Amendments to the Agreement which have extended the term and/or supplemented certain provisions thereof; and

WHEREAS, the parties hereto desire to extend the term of the Agreement to permit the completion of all required services thereunder.

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 15, 2021** until such time as all required services under this Agreement, and all Amendments thereto, are satisfactorily completed in full.

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.

AECOM USA, Inc.
FID # 13-5511947

By: _____
Tom Scerbo, AIA
Vice President

Date: 12/7/2020

Suffolk County Community College

By: _____
Louis J. Petrizzo
Interim President

Date: 12/08/2020

Approved as to Legality:
Suffolk County Community College

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

Date: 12/08/2020

Approved:
Suffolk County Community College

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

Date: 12.08.2020

AMENDMENT NO. 3 TO AGREEMENT

This is a third amendment to Contract No. 17-CC-017, last dated March 1, 2018 ("Agreement"), between **Suffolk County Community College ("College"),** having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York; and

AECOM USA, Inc. ("Consultant"), a New York corporation having its principal place of business at 125 Broad Street, 15th Floor, New York, New York 10004.

WHEREAS, the parties hereto desire for **Consultant** to provide additional design services in connection with the roof of the new Renewable Energy and STEM Center on the Michael J. Grant Campus, in Brentwood, New York ("STEM Center"), as further described in Exhibit A-3, attached hereto, and to exercise the option to renew the term of the Agreement for an additional one-year period.

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 through **January 14, 2021**, with additional one-year renewal options to be exercised at the sole discretion of the College until all services required under the Agreement and all Amendments thereto are completed.

2) The Consultant shall provide additional design services related to the roof of the STEM Center, as more particularly set forth in Exhibitt A-3, attached hereto.

3) The cost of said additional design services as set for forth herein shall not exceed $60,768.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to Agreement as of the latest date written below.

AECOM USA, Inc.
FID #: 13-5511947

By: _____
Tom Scerbo, AIA
Vice President

Date: 11.26.19.

Approved as to Legality:

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

Date: 12/2/19

Suffolk County Community College

By: _____
Louis J. Petrizzo
Interim President

Date: 12/04/19

Approved:

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

Date: DEC 0 3 2019

EXHIBIT A-3

Whereas, the parties entered into Contract No. 17-CC-017 whereby Consultant agreed to provide design services in connection with the construction of a new Renewable Energy and STEM Center on the Michael J. Grant Campus, in Brentwood, New York, and

Whereas, the parties hereto desire **Consultant** to provide additional services in connection with the re-design of the roof of the Renewable Energy and STEM Center.

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

I. AECOM shall revise the design of the roof as per the attached sketch. The design revisions will include the following:

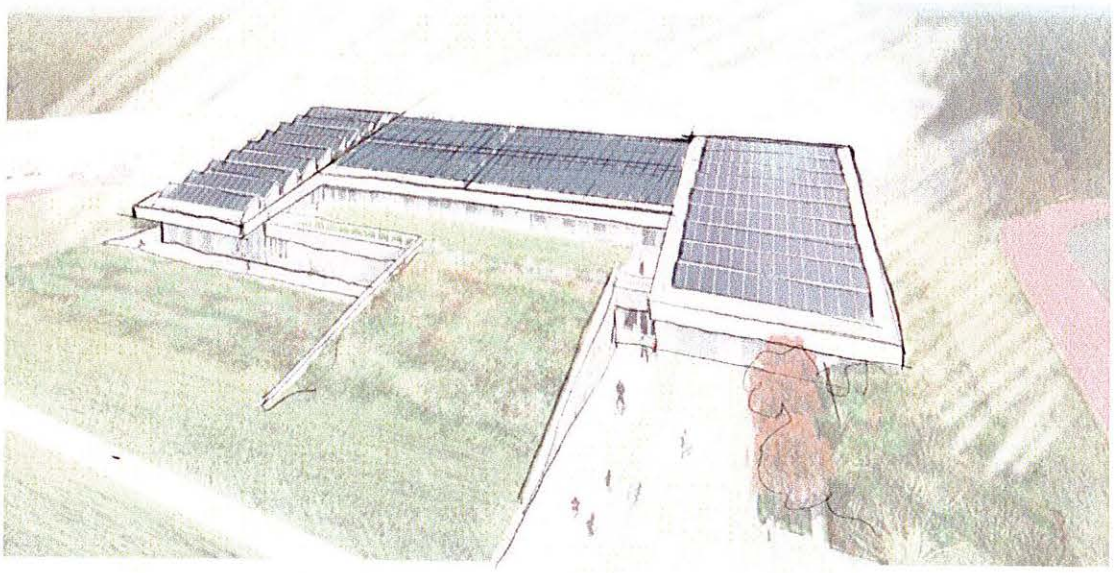
- Eliminate the roof monitors and clerestory windows in the central portion of the roof between column lines B and I.
- Eliminate the roof cantilever North of Column line 4.
- Revise reflected ceiling plans and associated MEP services to coordinate with the roof shape and profile revisions.

II. AECOM shall revise the following drawings to implement the above noted design revision:

- Revise the roof plan and details including flashings, copings, service walkways and drainage sloping diagrams.
- Revise the structural drawings, details and calculations.
- Revise reflected ceiling plans.
- Remove the roof monitors and clerestory windows.
- Revise the solar panel layouts and supports
- Revise the roof drainage piping and drain design.
- Revise the reflected ceiling plan
- Revise Mechanical distribution plans
- Revise lighting and lighting control design
- Revise fire protection drawings
- Revise electrical and fire protection drawings
- Revise finish schedules related to the ceiling finishes.

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

STEM BUILDING ROOF SKETCH



AECOM USA, Inc. **Contract No. 17-CC-017**
Project Name: Design Services for Renewable Energy and STEM Center, Grant Campus

AMENDMENT NO. 2 TO AGREEMENT

This is a second amendment to Contract No. 17-CC-017, last dated March 1, 2017 ("Agreement"), between **Suffolk County Community College ("College"),** having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York; and

AECOM USA, Inc. ("Consultant"), a New York corporation having its principal place of business at 125 Broad Street, 15th Floor, New York, New York 10004.

The parties hereto desire for **Consultant** to retain an independent commissioning agent to provide commissioning services in connection with the construction of a new Renewable Energy and STEM Center on the Michael J. Grant Campus, in Brentwood, New York, as further described in Exhibit A-2, attached hereto.

Term of Agreement: January 13, 2019 through January 14, 2020, with additional one-year renewal options to be exercised at the sole discretion of the College until all services required under the Agreement and Amendment Nos. 1 and 2 are completed.

Cost of Amendment No. 2: Not to exceed $125,458.00

Terms and Conditions: Shall be as set forth in Exhibits A through G of the Agreement and Amendment Nos. 1 and 2 thereto.

In Witness Whereof, the parties hereto have executed this Amendment No. 2 to Agreement as of the latest date written below.

AECOM USA, Inc.
FID #: 13-5511947

By: _____
Tom Scerbo, AIA
Vice President

Date: 3-8-2019

Approved as to Legality:

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

Date: 3/15/19

Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel/ Executive VP

Date: 03/18/19

Approved:

By: _____
Gail Vizzini
Vice President of Business
& Financial Affairs

Date: MAR 14 2019

EXHIBIT A-2

Whereas, on March 1, 2017, the parties entered into Contract No. 17-CC-017 ("Agreement") whereby Consultant agreed to provide design services in connection with the construction of the new Renewable Energy and STEM Center on the Michael J. Grant Campus, in Brentwood, New York, and

Whereas, on December 12, 2018, the parties executed Amendment No. 1 to the Agreement, amending and supplementing certain terms and conditions of the Agreement, and

Whereas, as authorized by the Agreement, the College has approved the Consultant's selection of an independent commissioning agent to perform commissioning services for this project, which commissioning services shall be funded by the College.

Now, therefore, the parties agree, as follows:

1. **Horizon Engineering Associates LLP** ("Horizon"), 800 Veterans Memorial Highway, Suite 301, Hauppauge, New York 11788, is authorized to provide the following services in accordance with the specifications contained in College RFP – R1600011 (Exhibit F of the Agreement), as specified below in paragraph 2, and with Horizon's proposal dated August 14, 2018, incorporated herein by reference and attached hereto, in part, as Attachment 1:

Mechanical/Electrical/Plumbing (MEP) and Building Envelope Commissioning for the Renewable Energy and STEM Center on the Michael J. Grant Campus

2. Consultant will work with Horizon on the items identified below with the exception of items (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 test.
ix. Organize As-Built records
x. Provide follow up for quality performance during the guarantee period.

2. Cost of commissioning services shall not exceed $125,458.00. See, Attachment 2 (Horizon's Cost Proposal, pg. 49).

3. Except as herein amended, the terms and conditions shall be as set forth in Exhibits A through G of the Agreement, and in Amendment No. 1 to the Agreement.

Horizon Engineering
Associates LLP

TAB 2:
Proposed Services/Products

Understanding of Project/Services Requirements

Describe the proposed Cx process to be used in the design phase, the construction phase and the post construction Cx phase.

SCOPE OF WORK - MEP COMMISSIONING

Our commissioning services will include the necessary requirements to satisfy the LEED Energy and Atmosphere Prerequisite: Fundamental Commissioning and Verification and Credit: Enhanced Commissioning for LEED v4. Commissioning activities for mechanical, electrical, plumbing and renewable energy systems and assemblies will be in accordance with ASHRAE Guideline 0-2005 and ASHRAE Guideline 1.1–2007 for HVAC&R Systems, as they relate to energy, water, indoor environmental quality and durability.

DESIGN/PRE-CONSTRUCTION PHASE

Owner's Project Requirements (OPR) and the Basis of Design (BoD) Coordination. HEA will review the OPR and the BoD with the commissioning team. HEA will comment as appropriate on the OPR as it pertains to the overall design. HEA will conduct a focused review of the design development documents, as well as the specifications. The review will consist of the following:

- Confirm that the documents conform to the OPR and BoD.
- Verify that the systems include all necessary components required for functional testing.
- Verify that performance information is identified, complete and correct.
- Review accessibility of all necessary components.
- Confirm that commissioning work required by all participating parties in the project is accurately reflected in the contract documents.
- Develop recommendations regarding improvements, refinements or operational procedures that may maximize and improve long-term operational performance.
- Confirm envelope requirements are included in the projects OPR and BoD, including thermal performance, load bearing capabilities and construction.
- Verify inclusion of operator and occupant training requirements and systems manual into construction documents.
- Provide a report identifying issues including discrepancies, omissions and clarifications. Note that these issues will appear on the issues list.
- Meet with the design team to gain an understanding of the design to discuss some of the issues HEA has addressed.

- Upon issuance of the final construction documents, HEA will back check to ensure the comments were addressed.

Note: For the purpose of this RFP, HEA has only included one (1) design review. Per the provided LEEDv4 scope of work a Construction Drawing review is recommended but not required. If desired additional reviews can be provided as "Additional Services" as outlined below.

Develop Commissioning Specification. HEA will establish the specification to be included with the contract documents. It will outline roles and responsibilities of the contractors, vendors, owner and commissioning authority throughout the commissioning process.

Commissioning Plan. HEA will develop the commissioning plan for the commissioning process. The plan will include the development of the pre-functional and functional checklists. It will also include a timeline, coordinated with the construction team, delineating when and how specific tests will occur.

Training Requirements. HEA will provide a review of the project specifications to ensure the training programs meets the training components required by the project. This shall include identifying which systems require training, syllabus, trainer resumes and quantity and duration of trainings. These training requirements once established shall be reinforced in the provided commissioning plan.

CONSTRUCTION PHASE

(EAc1) Shop Drawing and Submittal Review. HEA will review the shop drawings and submittals from an operational standpoint, in addition to determining the most feasible way to install the equipment for both performance and serviceability. Upon completion of our review, HEA will coordinate with the design engineer to collaborate on creating one unified comment for the contractors. We will concentrate on reviewing the shop drawings and submittals that pertain to the requirements.

Systems Installation Inspection. During construction, HEA will be present to evaluate the installation process. As construction progresses, the frequency of site visits will increase. This will also include inspection of installed equipment to ensure that it was installed in accordance with the manufacturer's standards, design documents and the local code having jurisdiction over this project. Site reports will be completed and submitted after each visit. Some of the procedures that HEA will perform during this phase are as follows:

- Develop, with the installing contractor, construction checklists, pre-functional and functional testing forms.

- Observe that equipment is installed to design specifications, via site visits and field observation reports.
- Attend construction meetings.
- Document construction process.
- Begin operations training and documentation.
- Witness necessary hydrostatic tests, duct leakage tests or any other testing as required in specification.

Commissioning Meeting(s). HEA will lead and conduct all commissioning meeting(s). Meeting(s) will be held during the construction process and will increase in frequency and duration as the project moves forward. The commissioning meeting(s) will identify testing schedules, resolve conflicts and discuss deficiency resolution. The meeting minutes will be distributed by HEA to the commissioning team for review and comment.

Systems Performance Assessment. During the systems performance assessment of the commissioning process verification, functional performance testing, standard Testing, Adjusting and Balancing (TAB), deficiencies and other acceptance procedures will take place. HEA personnel will conduct all pre-functional testing. During the pre-functional and functional stages, a site visits will be conducted for which a Field Observation Report (FOR) will be completed and submitted to the owner.

- *Verification.* This comprises a full range of checks and tests to determine that all components, equipment, systems and interfaces between systems operate in accordance with the contract documents. This includes all operating modes, interlocks, control responses and all specified responses to abnormal or emergency conditions. All verification procedures will be directed and witnessed by HEA and all results certified. Any operating deficiencies will be documented and corrected by the responsible party concurrently and re-tested until accepted.

- *Functional Performance Testing (FPT).* Functional performance testing should progress from tests of individual components of the central equipment to tests of the overall systems that contain these pieces of equipment. HEA will ensure that correct procedure is implemented and all systems function properly.

- *Testing, Adjusting and Balancing (TAB).* HEA will perform a field verification of the final TAB report for all trades and directly witness and certify the results. A sample of the report shall be selected for verification and the TAB contractor(s) will be notified of the final verification.

- *Issues.* HEA will document all issues identified in the required systems during the verification process and report them to the construction team. HEA and the responsible contractor(s) will schedule re-testing of these items. HEA will also manage and administer any and all issues for the duration of the project. An onsite issue log will be present at all times, as well as available via HEA's online deficiency database. HEA will also report the issues in a report format during weekly during commissioning meetings with the trades.

LEED Documentation. HEA will provide the necessary documentation to satisfy all LEED commissioning requirements.

(EAc1) Maintenance Planning and Operations Training. The operating training program shall furnish a thorough understanding of all equipment, components, systems and their operation. We will coordinate the Operating & Maintenance (O&M) Manual and witness all training that shall include the following:

- OPR.
- System descriptions, capabilities and limitations.
- System operational procedures, for all modes of operation.
- Acceptable tolerances for system adjustments.
- Procedures for dealing with abnormal conditions and emergency situations.
- Use of O&M manuals.

HEA shall participate in the training as specified within the guidelines of the project documents.

Commissioning Report and Logs. HEA will furnish a commissioning report that will include the following:

- Evaluation of the operating condition of the facility.
- Deficiencies that were discovered and measures taken for correction.
- Uncorrected deficiencies that were accepted by the owner.
- Functional tests and procedures.
- Reports that document all field commissioning activities as they progress.
- A schedule of all deferred testing.

PSEG Technical Assistance Program (TAP) Documentation. HEA shall provide all necessary documentation as required to the PSEG TAP as outlined in the RFP and PSEG TAP requirements. This shall include the following:

- CxA qualifications including resumes, certifications and past project experience.

- Electrical demand and energy savings associated with the commissioning effort above and beyond the savings achieved by the performance of efficient equipment.
- Draft and final commissioning reports.

ACCEPTANCE PHASE

Current Facilities Requirements (CFR) and O&M Plan. As per LEED Fundamental Commissioning v4 requirements, a CFR and O&M Plan must be submitted. Its components are:

- As-built sequences of operation for all equipment; control drawings.
- A list of building occupancy schedules and equipment run time schedule frequency to review for relevance and efficiency.
- A list of all user adjustable set points and reset schedules with a brief discussion of the purpose of each.
- Outside air requirements and interior lighting levels for the building as a baseline for future re-commissioning activities.
- Seasonal start-up and shutdown, manual and restart operation procedures and recommendations regarding seasonal operational issues that affect energy use.
- Systems narrative describing the mechanical and electrical systems and equipment.
- Preventative maintenance plan for building equipment described in the systems narrative.
- Plans for a continuous commissioning program that includes periodic commissioning requirements, ongoing commissioning tasks and continuous tasks for critical facilities.

(EAc1) Systems Manual. As per LEED Enhanced Commissioning v4 requirements, a systems manual must be submitted. The role of the commissioning agent is to support the construction team in this submission and verify it has been submitted.

- System single-line diagrams.
- Construction record documents and specifications.
- Approved submittals.
- As-built drawings of all commissioned systems.
- Equipment O&M manuals.
- Confirmation of completed training for the owner and occupants.

(EAc1) Warranty Period. HEA will manage the warranty period, as required, within the specifications forwarded to HEA's office. HEA will document any warranty issues, as they arise and set forth the necessary plan of action to rectify the warranty situation. Any and all seasonal testing will be completed at this point. HEA will also establish a walk through on the 10th month with the appropriate trades to document the warranty period.

(EAc1) Ongoing Commissioning Plan. HEA will submit an ongoing commissioning plan that will provide the building's operating staff with procedures, blank test scripts and a schedule for ongoing commissioning activities. This plan can be executed by either the building operators, in addition to their normal preventive maintenance activities, or can be contracted to an independent Commissioning Authority, for which HEA is eligible under the LEED requirements. The plan will include the following:

- Definition of the ongoing commissioning process.
- Defined roles and responsibilities.
- Recommended schedule for re-commissioning as-built systems.
- Continuous documentation and updating of building operating plan and current facility requirements throughout the building's lifetime.
- Blank testing materials, including functional performance tests for all commissioned as-built systems in the building, as well as an issues log.
- Direction for testing new and retrofitted equipment.

SCOPE OF WORK - MONITORING-BASED COMMISSIONING (1 POINT)

HEA shall develop Monitoring-Based Commissioning (MBCx) procedures and identify points to be measured and evaluated to assess performance of energy and water consuming systems. The procedures and measurement points will be included in the commissioning plan. The following shall be addressed in the MBCx Plan:

- Roles and responsibilities.
- Measurement requirements (meters, points, metering systems, data access).
- The points to be tracked, with frequency and duration for trend monitoring.
- The limits of acceptable values for tracked points and metered values (where appropriate, predictive algorithms may be used to compare ideal values with actual values).
- The elements used to evaluate performance, including conflict between systems, out-of-sequence operation of systems components and energy and water usage profiles.
- An action plan for identifying and correcting operational errors and deficiencies.
- Training to prevent errors.
- Planning for repairs needed to maintain performance.
- Frequency of analyses in the first year of occupancy (at least quarterly).
- HEA shall update the Systems Manual with any modifications or new settings and give the reason for any modifications from the original design.

HEA shall execute MBCx monitoring and analysis during/post functional performance testing as allowed by the construction schedule. As a part of the 10-month review and/or deferred seasonal testing, HEA shall confirm the execution of the MBCx plan. Confirmation of execution shall include the following:

- Review of metering and trend logs.
- Review of the issues log showing results of the MBCx.
- Confirmation of issue resolution.
- Confirmation of ongoing operator training.
- Updating of the Systems Manual with any modifications or new settings that differ from design, with explanations for the changes.

EQUIPMENT TABLE

Systems to be commissioned will include:

EQUIPMENT NAME	PROJECT QTY	CX QTY
VENTILATION SYSTEMS		
Ductwork	1	1
DOAS	1	1
Exhaust Fans	3	3
COOLING SYSTEMS		
Geothermal Piping - System	1	1
Geothermal Loop Pumps	2	2
VRF Terminal Units	4	4
VRF Condensing Units	33	17
VRV Zone Heat Recovery	4	4
ELECTRIC HEATING SYSTEMS		
Electric Cabinet Unit Heaters	1	1
Electric Baseboard	1	1
PLUMBING SYSTEMS		
Plumbing Piping	1	1
Domestic Hot Water Heater	4	4
BUILDING AUTOMATION SYSTEM		
Energy Metering & Sub Metering	1	1
Water Metering & Sub Metering	1	1
Building Management System	System	System

EQUIPMENT NAME	PROJECT QTY	CX QTY
ELECTRICAL SYSTEMS		
Lighting Controls	1	1
Occupancy Sensors	1	1
Solar Tubes with Daylight Dimmer	1	1
Electrical Panels	20	10
Switchboards/MDP's/MCC's	1	1
Transformers	7	7
160 kw PV System	1	1
Motorized Solar Shades	1	1
FIRE ALARM SYSTEM		
Fire Alarm System Overview	System	System
FIRE PROTECTION SYSTEM		
Fire Protection Piping	1	1
Fire Pump & Jockey Pump	1	1

Note: HEA has excluded communication and data systems as they were not included in the RFP 70% drawing set.

SCOPE OF WORK - BUILDING ENVELOPE COMMISSIONING

HEA will provide the commissioning for the complete building envelope with respect to the moisture, air, vapor and thermal control layers for the renovation of the **STEM Building at SCCC** project. This encompasses the subgrade waterproofing at the foundation systems, the exterior wall systems, storefronts and roof systems to form a complete building envelope.

The systems which are anticipated to be commissioned include:

- Air, thermal, vapor and moisture barriers integral to the exterior envelope
- Roofing systems with associated flashing and trims
- Below grade and above grade waterproofing system, including any slab on grade conditions with associated flashing and trims
- Fenestration systems including curtain walls, windows, storefronts and glazed openings
- Exterior wall cladding systems, inclusive of all rainscreen cladding systems, etc. with associated insulation, support systems, and air and vapor barriers
- Exterior louvers
- Stone cladding or other cladding materials
- Sealant joints, expansion joints and control joints related to the exterior envelope

Our envelope commissioning services are modeled on the guidelines set forth by the National Institute of Building Science (NIBS) Guideline 3 in conjunction with ASTM E2813: Standard Practice for Building Envelope Commissioning (BECx). The BECx services provided will fulfill the LEED requirements for Enhanced Commissioning, to ensure that all LEED Credits for the project are fulfilled.

HEA will work together with the design team and building Owner to ensure that all of the systems which form the comprehensive building envelope as outlined above, meet and exceed the project requirements for both performance and longevity of materials. This will be accomplished by integrating ourselves into the team and by providing the services listed herein throughout the various phases of the project.

DESIGN PHASE

Technical Design Reviews. HEA will perform a technical review of documents prepared by the A/E team, including drawings and specifications, at two (2) intervals during the design phases which includes the following milestones:

- 70% Construction Document (CD)
- 95% Construction Documents (CD)

HEA will furnish a technical peer review report to the owner and A/E team for review and use in future design issuances and meetings. HEA includes two (2) design review meetings with the Owner, A/E team, Construction Manager and sub-contractors at the conclusion of each document milestone review as well as at interim milestones. Upon review of each project, the amount of design reviews as well as the amount of design meetings will be tailored accordingly.

Develop Envelope Commissioning Specification. HEA will establish the envelope commissioning specification to be included with the contract documents. It will outline roles and responsibilities of the contractors, vendors, owner and commissioning authority throughout the commissioning process.

Building Envelope Commissioning Plan and Testing Matrix. HEA, in conjunction with the BECx specifications will develop a commissioning plan, which identifies and outlines the following minimum requirements:

- Requirements for laboratory testing and mock-ups.
- Requirements for field testing.
- Related construction and post-construction/occupancy phase requirements and activities.
- Development of construction checklists.
- Development of preliminary testing schedule.

BID NEGOTIATION AND AWARD PHASE

Bid Negotiation Phases. HEA will attend three (3) pre-bid conference meeting to review the BECx specification requirements with the selected exterior envelope subcontractors. HEA will review bidders requests, and provide recommendations to the Owner, A/E Team and CM as required.

CONSTRUCTION PHASE

Pre-Construction/Pre-Installation Meetings. HEA will participate in the pre-construction kickoff meeting and pre-installation meetings with the various envelope trades. These meetings will be to coordinate the work of the trades responsible for installing the various envelope systems, to identify gaps or overlaps in scope and to discuss the integration of the various trades' work to establish continuity in the environmental control layers of the envelope. HEA's fee has included for three (3) pre-construction meetings.

Review of Project Submittals. HEA will review and comment on submittals pertaining to the exterior envelope including, but not limited to, the following items:

- Shop Drawings and Associated Structural Calculations
- Quality Control and Quality Assurance Submittals
- Product Data and Material Samples
- Test Reports
- Mock-up Submittals
- Review Construction Schedule

Commissioning Meetings. HEA will lead and conduct all envelope commissioning meetings. Meetings will be held during the construction process and will increase in frequency as the project moves forward. The commissioning meetings will identify testing schedules, resolve conflicts and discuss deficiency resolution. The meeting minutes will be distributed by HEA to the commissioning team for review and comment.

Systems Installation Observation. During construction, HEA will be present to evaluate the installation process at the beginning of all critical envelope component installations and at appropriate, regular intervals. This will include observation of installed systems to ensure they are installed in accordance with the manufacturers' standards and contract documents. Site reports will be completed and submitted after each visit. HEA recommends and includes ten (10) site visits for the project.

Some of the tasks that HEA will perform during this phase are as follows:

- Observation that envelope systems are installed to design specifications, via site visits and field reports.
- Conductance of envelope commissioning meetings.
- Documentation of the construction process, including verification that construction checklists are being utilized and are properly completed.

- Witness and perform onsite testing of envelope related testing as required in the envelope commissioning and exterior wall specification sections.
- Develop and maintain a construction open items log for items related to the exterior envelope. Log to be submitted as part of the final BECx report.
- Maintenance of exterior envelope testing matrix as required.

Systems Performance Assessment. During the systems performance assessment portion of the commissioning process, witnessing of onsite and off-site performance testing and the ongoing identification of deficiencies will take place. HEA personnel will witness performance testing by others, after each of which a report will be completed and submitted to the owner. In the event that systems are modified or added, HEA reserves the right to reassess testing fees prior to start of construction onsite. Proposal does not include cost for conducting any onsite or offsite testing, which is to be paid for by others.

- *Onsite Mock-up and General Testing.* HEA will witness the installation and testing of the onsite mock-up and onsite quality assurance testing. HEA will ensure that correct testing procedures are implemented and will work to assist the contractor(s) in achieving the specified performance of all envelope systems.

- *Identification of Deficiencies.* HEA will document all issues identified with the envelope systems during performance testing and report them to the construction team. HEA and the responsible contractor(s) will schedule re-testing of these items. We will also manage and administer any and all issues for the duration of the project. An issues log will be made available and updated regularly. We will also document the issues in a report format during regular commissioning meetings with the trades or sooner as required.

POST OCCUPANCY AND OPERATIONS PHASE

Pre-occupancy/Lessons Learned Meeting. HEA will attend a pre-occupancy meeting with the building's facilities personnel to review maintenance procedures and review the status of the open items log.

Commissioning Report and Logs. HEA will furnish an envelope commissioning report that will include the following:

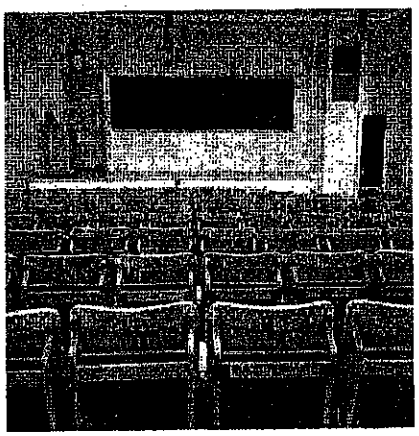
- Final version of the owner's requirements and design basis narratives, including brief descriptions of each envelope system.
- Evaluation of the performance capacity of the envelope.
- Log of deficiencies that were discovered and measures taken for correction.
- Log of uncorrected deficiencies that were accepted by the owner.
- Performance testing procedures and results.

- Reports that document all field commissioning activities as they progressed.
- A schedule of any deferred testing.
- Plans for continuous commissioning or recommended frequency for re-commissioning by envelope system type.
- Maintenance manual for exterior envelope systems.
- LEED documentation.

Warranty Period. HEA will manage the warranty period as required within the specifications forwarded to our office. We will document any warranty issues if they arise and set forth the necessary plan of action to rectify the warranty situation. We will also establish a walk through with the appropriate trades and building personnel two (2) months, ten (10) months post occupancy, prior to the end of the first warranty year of the warranty period.

Describe the Cx services related to training of College maintenance staff.
HEA believes technical training is crucial in properly executing the process of energy efficiency of all building systems. The technical components of the systems need to follow a standardized testing process throughout all offices that incorporates an integrated testing procedure. HEA can conduct technical training in the structure of an integrated classroom training, field training and a follow up component that will consist of assignments and testing to ensure that the material is being conveyed in a way that is understood. Having technical training will help those that manage the facility, perform their jobs with more confidence and less mistakes on the field (quality control). In addition to the formal training sessions identified and coordinated by the Commissioning Authority, HEA recommends integrating the proposed maintenance into the commissioning process as early as possible in the commissioning process. The benefits of having a campus facility staff is that they are typically all ready employed by the university and can be involved as their schedule allows in the commissioning process, to avoid the training being a single event.

Describe the responsibilities of the CxA related to preparation of O&M manuals.
Per the LEED v4 scope of services, this role acts strictly as quality assurance to make sure the package provided by each sub-contract actor matches the quantity and quality of the specifications. HEA's review ensures that all documentation is project and equipment specific, rejects contractors that are providing "boilerplate" manuals and re-issuing shop drawings as as-built drawings. HEA starts the process of requesting documentation forty five (45) days after the approved submittal is received to avoid the contractor holding over this documentation until final payment, which can be well after the actual opening of the facility



Anticipated Issues and Resolutions

"HEA is truly a premier Commissioning Authority. Due to their successful commissioning process, we not only opened our hotel on time, with 99% of our rooms ready for guests, but also reaped $200,000 in annual energy and maintenance related savings."

Keith Fordsman, Project Executive of Sofitel Hotel (currently Yale University)

MEP COMMISSIONING

Over the last several years commissioning has become business as usual for many of our clients and is more common then not in the NYC/Long Island metro area. As a result most contractors and project teams are aware of the commissioning process and its expectations. Unfortunately due to the additional cost of commissioning, some contractors are accustomed to the "bare minimum" requirements or think of commissioning only as "testing at the end", which is not the approach of this proposed scope of work.

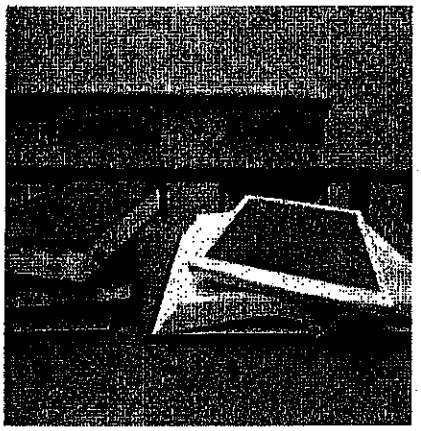
To combat this HEA works to drive the process and communicate the level of expectation from the onset of the project in the specifications, commissioning plan and construction phase kick-off meetings. We also utilize a web based commissioning software Facility Grid, which gives full transparency to the commissioning process allowing the owner, CxA, design team and contractors as to keep each party accountable throughout the process.

BUILDING ENVELOPE COMMISSIONING (BECX)

In regards to BECx, the team plans to focus their time and effort to ensure that the drawings and details being developed for the project meet and exceed the standards set forth for thermal continuity of the envelope, as well as ensuring a complete and air tight building envelope. The team will also focus on material selection and detailing methodologies to ensure the longevity of the building envelope systems being proposed. During construction, the BECx team will work closely with the construction team to ensure that strict project specific quality control procedures are set forth early on and then closely followed throughout the construction process to reduce risks with installation sequences, specifically at system transitions.

Horizon Engineering
Associates LLP

TAB 3:
Cost Proposal



Fee Information

Please reference **Page 49** for HEA's proposed fee to provide the services identified in the Scope of Work.

EXCLUSIONS

Our fee is based on the RFP supplied to HEA dated August 9, 2018 and drawings dated March 23, 2018. HEA has allocated six (6) construction meetings, two (2) LEED meetings, one (1) TAB meeting and four (4) commissioning meetings. In addition, the fee is based on a twelve (12) month construction schedule ending January 14, 2020, per the AECOM/SCCC agreement. If services are extended beyond the twelve (12) months, additional services may be required for meetings and on-site presence and will be deemed as *not in contract.* Additional project maintenance and meeting hours shall be provided as a change order per "Additional Services" if the additional one (1) year option is exercised on the base contract. Any increases in scope, square footage and/or quantity of systems will be treated as *not in contract.* Items deemed *not in contract* will be billed separately in accordance with our rate structure listed under "Terms" below.

TERMS

Acceptance. If you would like to proceed with this work, please address your order to Horizon Engineering Associates, LLP, 800 Veterans Memorial Highway, Suite 301, Hauppauge, NY 11788.

Payments. Invoices for basic services, reimbursable expenses and additional services shall be submitted monthly on our normal monthly billing cycle. Unless otherwise stipulated, invoices will be submitted electronically. Payments are due and payable thirty (30) days from the date of the invoice. If we are not paid within sixty (60) days of the invoice, we have the right to stop work without notice or liability.

Expenses. Reimbursable expenses are included in our proposed fee. Reimbursable expenses will include:

- All reproduction costs for plotting, prints and specifications, as well as creating the required drawings.
- All final reports will be submitted on a CD unless requested by the client. Any production cost associated with the report will be billed to the client.
- Mailing express delivery, courier service, messenger services and other communication expenses incurred in connection with the project.
- Test equipment rentals that are required to satisfy project requirements.
- Any expenses associated with transportation incurred by the engineer due to travel.
- Fees paid for expediting and securing approvals of authorities having jurisdiction over the project.
- Re-calibration of required test equipment associated with the project when necessary.

Compensation for Additional Services. It is understood that, where there are approved changes to work already completed or additional services required not specifically outlined in the scope-of-work, HEA shall be paid additional compensation, equal to the following hourly billing rates:

Michael C. English, PE - Partner in Charge	$ 250.00
Daniel Forino, PE - Regional Director	$ 225.00
Estefany Andino-Mendez - MEP Commissioning Project Manager	$ 160.00
Frank Laino - MEP Commissioning Engineer	$ 135.00
Gopal Lalwani - MEP Commissioning Engineer	$ 135.00
MEP Field Engineer	$ 115.00
Robert Golda - BECx Project Manager	$ 200.00
Eric Turcotte - BECx Engineer	$ 135.00
Melike Nyaci - BECx Engineer	$ 135.00
Project Coordinator	$ 70.00

Validity. This quotation is valid for sixty (60) days for work commencing within six (6) months.

Cost Breakout

Phase	Fundamental Cx	Enhanced Cx Option 1 Path 1	Enhanced Cx Option 1 Path 2 MBCx	Enhanced Cx Option 2: BECx
Points	0 Points Mandatory	3 points	1 point	2 points
Schematic Design, Design & Construction Documents Phase	$5,333.00	$1,246.00	$3,808.00	$13,070.00
Construction Phase	$32,158.00	$6,248.00	$9,758.00	$30,750.00
Occupancy Phase	$5,174.00	$3,936.00	$3,094.00	$4,000.00
LEED Submissions	$891.00	Included	Included	Included
PSEG TAP Requirements	$2,142.00	Included	Included	Included
Expenses	$500.00	$200.00	$250.00	$2,900.00
Totals	**$46,198.00**	**$11,630.00**	**$16,910.00**	**$50,720.00**

AECOM USA, Inc. **Contract No. 17-CC-017**
Project Name: Design Services for Renewable Energy and STEM Center, Grant Campus

AMENDMENT NO. 1 TO AGREEMENT

This is a first amendment to Contract No. 17-CC-017, last dated March 1, 2017 ("Agreement"), between **Suffolk County Community College ("College"),** having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York; and

AECOM USA, Inc. ("Consultant"), a New York corporation having its principal place of business at 125 Broad Street, 15th Floor, New York, New York 10004.

The parties hereto desire for **Consultant** to provide additional design services in connection with the construction of a new Renewable Energy and STEM Center on the Michael J. Grant Campus, in Brentwood, New York, as further described in Exhibit A-1, attached hereto.

Term of Agreement: February 15, 2017, through January 14, 2020, with additional one-year renewal options to be exercised at the sole discretion of the College until all services required under the Agreement and Amendment No. 1 are completed.

Cost of Amendment No. 1: Not to exceed $164,296.00

Terms and Conditions: Shall be as set forth in Exhibits A through G of the Agreement and Exhibit A-1, attached hereto and made a part hereof.

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

AECOM USA, Inc.
FID #: 13-5511947

By: _____
Tom Scerbo, AIA
Vice President

Date: 12/19/2018

Approved as to Legality:

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

Date: 12/20/18

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 12/21/18

Approved:

By: _____
Gail Vizzini
for Vice President of Business & Financial Affairs

Date: 12-20-18

EXHIBIT A-1

Whereas, the parties entered into Contract No. 17-CC-017 whereby Consultant agreed to provide design services in connection with the construction of a new Renewable Energy and STEM Center on the Michael J. Grant Campus, in Brentwood, New York, and

Whereas, the parties hereto desire **Consultant** to provide additional design services for this project.

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

I. Additional Design Services related to **GIGP Green Roof Grant**

A. Design to incorporate a green roof desired by College:
   i. Design developed by AECOM Architecture and Landscape Architecture
   ii. Includes 12" roof garden depth allows for taller vegetation and growing media depth, a paving system and the review of potential landscape elements, drainage mat, geotextiles and water proofing elements.
   iii. Includes additional structure design and a solar tube system allowing natural light for the classroom located directly under the green roof.

B. Disciplines involved in the design of the green roof:
   • Project Management
   • Architecture
   • Building Engineering
   • Landscape Architecture
   • Structural Engineering
   • Plumbing Engineering

II. Additional Design Services related to **GIGP Storm Water Grant**

A. Site-based Storm Water Management system included the design and development of:
   i. The site as a whole
   ii. Bioswales and wetland riparian areas
   iii. The south berm and its connection to those bioswales and the wetland riparian area

B. Disciplines involved in the design of the storm water system:
   • Project Management
   • Architecture
   • Building Engineering
   • Civil Engineering
   • Landscape Architecture

III. Additional Design Services related to the **Rev Challenge Grant**

A. AECOM unique approach applied to win and in the delivery of the Rev Challenge Grant. The resulting building design as part of the REV Challenge Grant incorporates:

i. A saw tooth-shaped roof that integrates skylights and Solar Photovoltaic panels optimally angled to maximize renewable energy production and daylight penetration

ii. A landscape berm surrounding the building which acts both as building insulation and water catchment and recycling device

iii. Vertical and horizontal shading system and high-performance glazing

iv. Design of building systems matrix that reduces the Energy Use Intensity while improving occupant comfort.

B. Disciplines involved with the Rev Challenge Grant:

- Project Management
- Architecture
- Building Engineering
- Solar Energy Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Battery Design Specialist
- Geothermal Engineering
- LEED & Fitwell Specialists
- Energy Modeling

IV. **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 polices:

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

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

AECOM USA, Inc.
Design Services for Renewable Energy and STEM Center, Grant Campus

Contract No. 17-CC-017

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

AECOM USA, Inc. ("Consultant"), a New York corporation having its principal place of business at 125 Broad Street, 15th Floor, New York, New York 10004.

The parties hereto desire for **Consultant** to provide design services in connection with the construction of a new Renewable Energy and STEM Center on the Michael J. Grant Campus, in Brentwood, New York **("Services")**.

Term of Agreement:	**February 15, 2017, through January 14, 2020**, with additional one-year renewal options to be exercised at the sole discretion of the College until all services required under the Agreement are completed.
Total Cost of Agreement:	**Not to exceed $900,000.00**, as set forth in Exhibit E.
Terms and Conditions:	Shall be as set forth in Exhibits A through G, attached hereto and made a part hereof.

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

AECOM USA, Inc.
FID #: 13-5511947

By: _____
Tom Scerbo, AIA
Vice President

Date: 2.28.2017

Approved as to Legality:

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

Date: 03/01/17

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 3/1/17

Approved:

By: _____
Gail Vizzini
Vice President of Business & Financial Affairs

Date: 3/1/17

Recommended:

By: Paul Cooper

Paul Cooper
Executive Director of Facilities/
Technical Support

Date: 3/17/2017

List of Exhibits

Exhibit A
General Terms and Conditions

1. Consultant Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. 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 June 23, 2016; and

Whereas, Consultant submitted a proposal in response to such RFP on July 28, 2016; 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 Consultant shall submit, prior to, or along with, any plans, reports, specifications, permit or other applications, analyses or other engineering work required to be submitted to the College for approval under this Agreement, the Certificate(s) of Authorization, issued pursuant to § 7210 of the New York Education Law, of its consultants, subcontractors, subcontractors, and/or any other entity (including, but not limited to, the Consultant and any of its subsidiaries, divisions, affiliates or an entity under the control of the Consultant) performing all or part of the engineering services necessary hereunder. Failure to file, submit or maintain the Certificate(s) shall be grounds for rejection of any plans, reports, specifications, permit or other applications, analyses or other engineering work submitted for approval under the terms of this Agreement.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined

below, pursuant to the following paragraphs, the Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.

ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.

iii. If the Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Consultant.

iv. In the event of a failure on the part of Consultant to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Consultant is given thirty (30) 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 thirty (30) day period, (or longer, at the College's option) the Consultant will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that the Consultant has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the thirty (30) period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately. Consultant shall not be held liable for the accuracy or reliability of any partially completed design work.

c. Termination for Emergencies

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

d. Termination for Convenience

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

e. Payments upon Termination

i. Upon receiving a Termination Notice, the Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.

ii. The College shall be released from any and all responsibilities and obligations arising

from the services provided in accordance with by this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by the Consultant prior to termination of this Agreement, that are pursuant to, and after the Consultant's compliance with, the terms and conditions of this Agreement.

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

3. Indemnification

a. General

The Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors and designated agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, to the extent caused by the negligent acts or omissions of the Consultant in the performance of the services described or referred to in this Agreement. The Consultant shall defend the College and /or County and their officers, officials, employees, contractors and designate agents in any suit, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit to the extent caused by the negligent acts or omissions of the Consultant, 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 Consultant hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Consultant in connection with the services described or referred to in this Agreement. The Consultant 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 Consultant, 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 Consultant agrees to provide, 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. The Consultant agrees to require that all of its subcontractors, in connection with work performed for the Consultant related to this Agreement, provide, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or the County for the Consultant. Unless otherwise specified by the College and/or the County and agreed to by the Consultant, in writing, such insurance shall be as follows:

i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. **Automobile Liability** insurance (if any vehicles are used by the Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii. **Worker's Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv. **Professional Liability** insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per occurrence or claims made coverage basis.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better, including a rating of A VII

c. The Consultant shall furnish to the College Declaration Pages or a certificate of liability insurance evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds** and the Consultant shall furnish appropriate documentation evidencing the College and the County's status as additional insureds on the policy.

d. Any such Declaration Page, certificate of liability insurance, 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 or nonrenewal of the policies. Such Declaration Page, certificate of insurance, endorsement page, other evidence of insurance and any notice of nonrenewal shall be mailed to the College and the County at the addresses set forth in this Agreement in Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Consultant

notice in writing.

e. In the event the Consultant shall fail to provide the Declaration Page, certificate of liability insurance, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination In Services

During the performance of this Agreement:

a. The Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

i. deny any individual any services or other benefits provided pursuant to this Agreement; or

ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

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

i. the types of service(s) or other benefits to be provided, or

ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or

iii. the class of individuals to be afforded an opportunity to receive services.

10. Nonsectarian Declaration

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

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 use any item so discovered or patented for non-commercial educational purposes. Any modification or reuse of any work product produced under the Agreement shall be without liability to AECOM.

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

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

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

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

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

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

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

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non-Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Suffolk County Local Laws

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

End of Text for Exhibit B

EXHIBIT C

Notices and Contact Persons

1. Notices Relating to Reports, Insurance or Other Submissions

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

For the College:

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 construction of a new Renewable Energy and STEM Center on the Michael J. Grant Campus, in accordance with the College's RFP (Exhibit F) and the Consultant's Proposal, which includes Consultant's letter dated October 7, 2016 (Exhibit G).

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. Consultant will perform the services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

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.

d. As per Consultant's letter dated October 7, 2016, submitted as part of Consultant's Proposal (see Exhibit G):

Consultant shall be required to seek additional funding for design services and construction work in order to meet the complete vision of the project as defined in the RFP. These efforts shall, in no way, negatively impact the overall project schedule or the timing of design services included in the RFP. The additional funding must be from a funding source acceptable to the College.

Consultant is required to provide all of the design services and construction support services outlined in the RPF, including, but not limited to, land-surveying and design of renewable energy systems.

If any additional services are to be performed by Consultant, the parties agree to execute an amendment to this Agreement reflecting the scope of such services to be performed and the associated fees to be tendered for said services. Such fees shall be negotiated based on hourly wage rates as submitted in Consultant's RFP response and a reasonable estimate of the hours required to perform the additional services. Payment will be based on the actual number of hours spent on the additional scope of services, but shall not exceed the negotiated maximum amount for each added service.

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 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. 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.

9. Performance of Work

The services to be performed by Consultant shall at all times be subject to the direction and control of the College General Counsel, whose decision shall be final and binding upon Consultant as to all matters arising in connection with or relating to this Agreement. Any dispute relating to this Agreement shall be submitted to a senior representative of each Party ("Representative") who shall have the authority to enter into an agreement to resolve the dispute. The Representatives shall negotiate in good faith. No written or verbal representation made by either Party in the course of these or other settlement negotiations shall be deemed to be a party admission. If the Representatives are unable to resolve the dispute within three (3) weeks or such longer period as the Parties may agree, either Party may pursue its respective legal and equitable remedies.

End of Text for Exhibit D

EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

a. Consultant shall prepare and present a claim form supplied by the College and approved for payment by the College. Claims shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.

b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.

c. The charges payable to Consultant under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.

d. The acceptance by Consultant of full payment of all billings made on the final approved voucher under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Consultant, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Limit of College's Obligations

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

Cost not to exceed $900,000.00

If any additional services are to be performed by Consultant, the parties agree to execute an amendment to this Agreement reflecting the scope of such services to be performed and the associated fees to be tendered for said services. Such fees shall be negotiated based on hourly wage rates as submitted in Consultant's RFP response and a reasonable estimate of the hours required to perform the additional services. Payment will be based on the actual number of hours spent on the additional scope of services, but shall not exceed the negotiated maximum amount for each added service.

3. Consultant's Cost Proposal and Resource/Fee Schedule

[See ATTACHMENT 1, annexed hereto]

EXHIBIT E

ATTACHMENT 1

Consultant's Cost Proposal and Resource/Fee Schedule

Billable Rate Schedule

Name	Firm	Title	Billing Rate
Tom Scerbo, AIA	AECOM	Project Executive	N/A
Kevin Walsh, PE	VHB	Managing Director	N/A
Frank Lowe, AIA	Sidney B. Bowne & Son	Director of Architecture	N/A
Jason Vollen, AIA	AECOM	Project Director	$250.00
Roxana E. Kariyannis	AECOM	Project Manager	$165.00
Victor Thomas, RA, AIA, LEED GA	Sidney B. Bowne & Son	NYS Code Enforcement Official	$150.00
David Spektor	Sidney B. Bowne & Son	Director of MEP	$165.00
Peter Lazio, LS	Sidney B. Bowne & Son	NYS Land Surveyor	$170.00
Joseph Fusillo, PE	Sidney B. Bowne & Son	Director of MEP and Water Resources	$190.00
John Elseman	Sidney B. Bowne & Son	Director of Survey	$190.00
Lily Parengkuan, AIA	Sidney B. Bowne & Son	Architect	$150.00
Robert Rothblatt, AIA	AECOM	Lead Designer	$250.00
Scott Hollas, RA	AECOM	Project Architect	$160.00
Niels Benavides, AIA	AECOM	NYS Building Code Expert	$200.00
Ethan Burrows	AECOM	Director Cost Management	$280.00
Victoria Watson	AECOM	Lead Energy Modeler	$150.00
Calum Thompson	AECOM	Campus Energy Master Planner	$135.00
Amy Canova, LEED AP BD+C	AECOM	LEED & Certifications	$160.00
Michael Ring	AECOM	Planning and Environmental	$120.00
Danny Gold	AECOM	Renewable Energy System Specialist	$160.00
Mostafa Elmorsi	AECOM	Lead Structural Engineer	$180.00
Mitch Lyles	AECOM	Lead MEP Engineer	$160.00
Octavian Cana	AECOM	IT & Cyber Security	$250.00
Mitch Green	AECOM	Pre-Construction	$200.00
Charles Hsu	AECOM	Construction Administration	$175.00
Bill Manson	AECOM	Education Design Architect	$200.00
Tom Serruto	AECOM	Lab Design Specialist	$175.00
KiSeok Jeon	AECOM	BIM Coordinator	$150.00
Angelo Laino, PE	VHB	Lead Civil Engineer	$140.00
David Wortman	VHB	Environmental Permitting	$150.00
Carlos Vargas, RLA, ISA	VHB	Landscape Architect	$140.00
Julien LeGoff	VHB	Civil Designer	$90.00
Jason Mikrut	VHB	Senior Project Manager Site/Civil	$160.00
Dan Winkelman	VHB	Transportation Systems Team Leader	$180.00
Dutt Tarigoppula	VHB	Transportation Consultant	$110.00
Joe Kellaher	VHB	Transportation Analyst	$90.00
Katie Magee	VHB	Environmental Planner	$120.00
Staff to be determined	AECOM / Sidney B. Bowne & Son	Designer/Architect/Engineer I	$80.00
Staff to be determined	AECOM / Sidney B. Bowne & Son	Designer/Architect/Engineer II	$100.00
Staff to be determined	AECOM / Sidney B. Bowne & Son	Architect/Architect/Engineer III	$100.00
Janet Mann	First Metrix	Project Finance	$250.00
Susan Muha	First Metrix	Workforce Programming	$250.00

Value Add Services

Referring to the fee schedule on the following pages, we have included the following services as a value add that will:

- Position the project to have a greater impact on the Campus and create higher national visibility.
- Create cost savings, reduce the risk of cost overruns, and lower the typical construction contingency to create more project value for money.
- Lower operating and maintenance costs.
- Ensure greater economic impact and maximize the ROI of the academic and workforce programming for revenue generation.

esource/Fee Schedule

ERVICES	Project Director	Lead Designer	Project Manager	Project Architect	Designer/ Architect / Engineer III
ourly Rate	$250	$250	$165	$160	$125
hase 1 Programming / Sketch Study					
	40	40	30	32	40
hase 2 Preliminary Design					
	56	56	56	40	60
hase 3 Contract Documents					
	20	20	40	80	10
hase 4 Permitting / Final Approval					
	24	10	60	40	20
hase 5 Bid and Award					
	24	10	80	40	10
hase 6 Construction					
	40	70	80	180	100
hase 7 Commissioning					
	20	0	30	20	0
hase 8 Operations, Maintenance and ystems Manual					
	20	0	40	20	20
hase 9 Training					
	20		10	0	0
ub-Total Hours	264	206	426	452	260
ub-Total Fees	$66,000	$51,500	$70,290	$72,320	$32,500
eimbursements					
otal Proposal Price					
nd Surveying					
ost Control, Scheduling and Management					
Campus Energy Planning					
Academic and Work Force Programming / Project Funding					
Design of Renewable Energy Systems					
Total for Value Add Services					

Designer/ Architect/ Engineer II	Designer/ Architect/ Engineer I	BIM Lead	Lab Specialist	Education Design Architect	Construction Admin	Lead Structural Engineer	Lead Mechanical Engineer	Lead Electrical Engineer
$110	$80	$150	$175	$200	$175	$180	$166	$165
200	40	20	10	20	0	40	40	40
140	120	40	20	20	0	40	40	40
420	620	40	10	0	0	40	20	20
60	50	0	0	0	0	40	40	40
20	20	0	0	0	0	10	10	10
180	200	40	10	0	200	40	40	40
80	20	0	0	0	0	0	10	10
60	20	0	0	0	0	40	40	40
0	0	10	0	0	0	20	20	20
1,160	1,080	150	60	40	200	270	260	260
$127,600	$87,200	$22,500	$8,750	$8,000	$35,000	$48,600	$42,900	$42,900

Lead Energy Modeler	IT Security	LEED Lead	Planning/ Environment l	Lead Civil Engineer	Civil Designer	Landscape Architect	Total Hours	Fee
$150	$250	$160	$120	$160	$110	$140		
20	10	20	20	10	10	10	692	$104,620
40	20	10	10	10	40	40	898	$135,440
20	10	10	10	10	80	60	1540	$175,100
40	10	40	10	20	80	0	584	$86,400
10	10	0	0	10	0	0	264	$43,850
40	20	40	20	40	40	40	1460	$217,150
10	0	60	10	0	0	0	270	$39,150
0	10	10	10	0	0	0	330	$51,200
20	10	16	0	0	0	0	146	$26,410
200	100	206	90	100	260	150	6184	
$30,000	$25,000	$32,960	$10,800	$16,000	$27,500	$21,000		$679,320
								$20,000
								$699,320
								$25,000
								$100,000
								$50,000
								$99,000
								TBD
								$274,000

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals ("RFP") No. R1600011, for Services in Connection with Design Services for a new Renewable Energy and STEM Center on the Michael J. Grant Campus, advertised June 23, 2016, together with all Addenda thereto, are attached hereto as Exhibit F.

EXHIBIT F

Request for Proposal - R1600011
Advertised June 23, 2016

Suffolk County Community College
Design of the Renewable Energy and STEM Center

Request for Proposals (RFP)

for the

Design of the Renewable Energy and STEM Center
At Suffolk County Community College

Technical Questions Due: July 20, 2016

Proposer's Conference: July 6, 2016

Proposals Due: July 28, 2016, no later than 1:00 p.m.

For additional information, contact:
Seema Menon
Associate Administrative Director of Business Operations
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

Late Proposals Will Be Rejected

Table of Contents

Section I
Administrative Information

1. Purpose of RFP

Suffolk County Community College (College) invites proposals (Proposal(s)) from qualified companies (Company) to design the new Renewable Energy, Science, Technology, Engineering and Mathematics (STEM) Center on the Michael J. Grant Campus.

2. Background Information

a. The College is a non-resident, public, two-year College with three campuses (located in Riverhead, Brentwood and Selden) and extension centers located throughout Suffolk County.

b. The College annually enrolls approximately 27,000 students (head count).

3. Coordinating Departments

a. Prior to Award of Contract

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

Contact: Seema Menon, Associate Administrative Director of Business Operations
Suffolk County Community College
533 College Road, Rm. 16, NFL Building
Selden, New York 11784-2899

Tel: (631) 451-4141
Fax: (631) 451-4404
E-mail:menons@sunysuffolk.edu

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

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

c. After Execution of Contract

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

4. Evaluation Committee

A College Evaluation Committee will make the final selection of Company. The Evaluation Committee will include, but not be limited to, College General Counsel, Michael J. Grant Campus Executive Dean, Executive Director of Facilities, Administrative Director of Facilities, Associate Dean for Curriculum Development, Associate Dean for Continuing Education and Associate Professor of Engineering Science and Electrical Technology.

5. Administrative and Technical Questions

a. **Administrative Questions** and inquiries regarding this request should 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** and inquiries regarding this request must be submitted in writing on or before July 20, 2016, to the contact listed in paragraph 3 above. E-mail and fax are acceptable; e-mail is preferable. Companies are encouraged to submit questions prior to the Proposer's Conference, to enable full discussion at the Proposer's Conference. The College Evaluation Committee will develop responses to the technical questions. Responses will be issued by the College in the form of an Addendum to this RFP, following the Proposer's Conference.

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

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

6. Proposer's Conference

A Proposer's Conference will be held on July 6, 2016 at 10:00 AM in:

Room 128
William J. Lindsay Life Sciences Building
Ammerman Campus
533 College Road
Selden, NY 11784

7. Due Date for Proposals

Proposals must be submitted to the attention of Ms. Beatriz Castano, at the address listed in paragraph 3 above by **July 28, 2016, no later than 1:00 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 nine (9) copies of the Proposal are required, plus one copy on a CD or thumb drive using an MSWord or PDF format. Envelopes or boxes containing RFP responses must be 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/perfect bound. Binders 2 inches or below, spiral binding, staples, etc., are acceptable.

9. Proposal Format

Proposals must include the following information and submitted in order set forth below. Each section must be separated by tabs that are clearly labeled.

a. Table of Contents

b. Transmittal Letter on Company Letterhead

Signed by a corporate officer or an authorized agent of Company.

c. General Qualifications

d. Technical Approach

e. Cost Proposal:

i. 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 nine (9) copies of the Cost Proposal are required, plus one copy on CD or thumb drive using MSWord, Excel, PDF or ASCII format. Do not submit cost proposals that are permanently bound.

f. List (if applicable) of Subcontractors

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

experience, for all such entities 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.

g. Requested Changes to Model Agreement

Company should identify any items not set forth in the Model Agreement (reference Section IV) which Company requests be negotiated. **A lack of comments will be considered full acceptance of the contract terms on the part of the Proposer.**

h. County Disclosure SCEX Form 22

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

i. County Bid Certification Form SCPD-7

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

j. Living Wage Forms

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

k. 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 sub consultant or subcontractor who shall perform any professional engineering services under this RFP. Failure to submit copies of Certificate(s) shall be grounds to reject any proposal and disqualify Company as not meeting the necessary minimum qualifications to perform the services required to be performed under this RFP.

10. Selection Process

The College will evaluate 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 presentation, if requested.

11. Award Criteria

Proposals will be evaluated and ranked based on the award criteria below which is further described in Section II. Award Criteria:

		Points
a.	**General Qualifications**	**40**
b.	**Technical Approach**	**40**
c.	**Cost Proposal**	**20**
	Total	**100**

12. RFP Policies and Procedures

a. 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 Contractor 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 IV) 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.

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 and other Suffolk County local laws 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 College is required to comply with the Suffolk County Local Preference Law as amended. This local law establishes a preference for businesses located within Nassau and Suffolk Counties when awarding contracts for consulting services. Bidders are encouraged to familiarize themselves with the provisions of this local law as this law may impact the selection process.

i. 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.

j. Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the criteria set forth herein.

k. While the College is under no obligation to contact companies for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the College, at the sole discretion of the College Evaluation Committee, may elect to interview all or some of the companies during the selection process and to request presentations, including demonstrations of products and services.

End of text for Section I

Section II
Award Criteria

Responses to the items set forth under each of the categories below will be used by the College's Evaluation Committee to assess the appropriateness and relevance of the information provided in the proposals and make a recommendation for award.

1. General Qualifications:

a. 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.

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

i. 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 specifically for the design of net zero energy buildings, STEM Centers and facilities with space programming and design features driven by academic programs focused on the study of renewable technologies. The experience of the design team as it relates to the mission of the Renewable Energy and STEM Center will factor in the College's evaluation of proposals.

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.

ii. Describe the qualifications and background of your staff, insofar as they relate to this project. Experience with sustainable technologies and their impacts on regional job creation, current and future trends in academic sustainability programs, and how specific courses of study impact building design and required flexibility is desired.

iii. 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.

iv. Any and all sub consultants, subcontractors or design firms 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.

v. Provide a list of all contracts with the College or the County of Suffolk within the last five years (regardless of type of service) and the time period for those services.

vi. 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.

vii. 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.

viii. Describe your Company's expertise as it relates to LEED Certifications and Standards, Net Zero Energy Building certification, and principals of the Passive House Institute US (PHIUS).

ix. Describe your Company's expertise and experience as it relates to construction administration on projects of similar scope.

c. **Quality Control**

i. **Operational Plan:** Describe how Company ensures performance through adequate management, supervision, review and control.

ii. **Record and Reporting Systems:** Describe Company's system for self-monitoring and to ensure maintenance of complete and accurate records.

iii. **Operating Problems:** Discuss any operating problems, other than litigation, which you have experienced within the past five years, and their resolution.

d. **Financial Viability**

i. **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.

ii. **Indebtedness to County and/or College, Liens and Litigation**

(1) Submit a statement as to indebtedness, if any, to the County and/or College.

(2) Submit a listing of all outstanding liens, if any, against Company.

(3) Submit a summary of litigation, if any, against Company and its disposition.

2. **Technical Approach:**

Indicate your understanding of the project requirements and demonstrate a thorough recognition of the problems to be addressed. Summarize how you will respond to the specific project scope of work, identifying any innovative or creative design approaches or strategies. Describe the level of continual two-way communication you will maintain with

faculty and College administrators during the various project phases. Discuss any specific or special qualifications for this project. 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.

As part of your response to this RFP, Consultants are permitted to submit proposed renderings, floor plans, site plans and any other display materials for the Renewable Energy and STEM Center based on the descriptions provided within this RFP. Submission of these materials and any other ideas regarding this project are at the discretion of the proposer.

3. **Cost Proposal:**

a. Cost proposals must be provided in a **separate sealed envelope.** 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.

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

c. **Payment Schedule**

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

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

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 II

Section III
Scope of Services

1. Project Scope

a. Projected Budget

The total budget for design and construction is $19,500,000.

b. Time Frame

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

- Qualification and Proposal Packages Due: July 28, 2016
- Selection and Award of Consultant Contract: September 15, 2016
- Start of Consultant Services: October 2016
- Completion of Programming/Sketch Study Phase: March 2017
- Completion of Preliminary Design: June 2017
- Completion of Contract Document Phase: December 2017
- Completion of Permitting Phase: February 2018
- Bid and Award of Construction Contracts: April 2018
- Start of Construction: June 2018
- Completion of Construction: June 2019

c. History

The Renewable Energy and STEM Center was conceived as a showcase for the merits of renewable energy and sustainability. This will be a facility where the design, installation, repair and maintenance of renewable energy systems and the theories behind sustainability and energy efficiency can be taught, evaluated and compared. The development of academic programs and associated laboratory spaces for solar photovoltaics, wind power and geothermal formed the initial focus for space allocation within the proposed building. These areas as well as other renewable technologies, industry needs and evaluation opportunities have continued to evolve since the facility was first contemplated. In the end, space programming is intended to be very flexible in order to accommodate a wide array of programs and to not be limited to a select few technologies.

The importance of public/private partnerships also continue to evolve, as do efforts to support and assist domestic manufacturing with a focus on green technologies. The building can provide an opportunity to combine research from other colleges and universities with the College's expertise in training and workforce programs. Incubator space can also be provided for institutions and organizations that are developing new marketable technologies. As a community college, these

partnerships and opportunities for our students are as important as creating a pipeline of students to feed four year institutions and the job market directly.

The building is also intended to serve as the operational hub of the College's growing energy management efforts, connecting digitally to buildings on all three campuses, and optimizing efficient use of all College resources. The building as a "living laboratory" for instruction is still a critical aspect of its intent and vision.

d. Current Development

The Renewable Energy and STEM Center is proposed as a 34,000 gsf facility to be located at the College's Michael J. Grant Campus in Brentwood. The site plan in Appendix A shows the proposed location for the building, adjacent to the College Workforce Development and Technology Center.

Academic program development for the new building has incorporated input from College faculty involved in both credit and non-credit offerings, mentor institutions that have successfully established sustainability programs and facilities, and local businesses involved in various aspects of sustainability and energy conservation. Again, it is important to note that program development continues to evolve and no offerings are set in stone.

Academic Input

A mixture of credit and non-credit offerings including certification programs is envisioned for the new building. While industries and technology can change rapidly and be quite dynamic, curriculum can and often does lag behind. The College sees the non-credit side of the equation as the greater opportunity for innovation, at least in the beginning. Continuing Education will also play a significant role as a career-change pipeline. After the first year or two of a program, courses may be redefined to integrate other STEM disciplines. The end goal is to deliver a flow of well-trained graduates with the requisite skills and certifications so that they can make an immediate impact and contribution in the sustainability market place.

Thus far, the College has developed several STEM and sustainability credit and certificate programs which would be taught in the new building as follows:

- Cybersecurity, AAS
- Engineering Science, AAS
- Solar Energy Technician, Certificate
- Energy Efficiency Technician, Certificate
- Building Efficiency and Sustainability Technician, Certificate
- Cybersecurity Assistant Technician, Certificate

Degree programs in Renewable Energy Systems, Green Building Maintenance and Management, Environmental Technology, and Engineering and Electrical Technology are also being considered as are certification programs for wind turbine and geothermal systems. Other program ideas include the organic waste to vehicle industry; environmental chemistry; sustainable building materials; and fuel cell technology. Again, the intent is to allow for nimble curriculum enhancements, implementation, and assessment of student interest. Upon program review, the College can initiate curricular process steps to offer non-credit programs as credit programs. More detailed program descriptions are provided in Appendix B.

Mentor Institutions

Lane Community College, located in Eugene, Oregon, has provided guidance and input as the College continues to develop its own sustainability programs. The Northwest Energy Education Institute at Lane provides programs similar to those being consider for our Renewable Energy and STEM Center. Presentations by Robert Ebbage, Director of the Northwest Energy Education Institute, that discuss both the Institute and the concept of buildings as living laboratories are provided in Appendix C.

Regional Business Input

In July 2015, the College hosted several local business representatives to participate in focus groups designed to gather input that could be used to develop academic programs to serve the growing and evolving regional sustainability job markets. The College prepared a report to summarize the findings from these focus groups. This report entitled "SEED Center Mentor Connect Program Site Visit Focus Group Report" is provided in Appendix D. The report identifies several needs including (1) resource protection and infrastructure upgrading, (2) legislative incentives that promote green industries and resource protection, (3) collaboration between higher education and industry that adapts continuously and quickly to provide curriculum that actually prepares students to enter sustainability fields, and (4) higher education awareness of the skills and credentials needed by sustainability workers.

Areas receiving increased attention also included (1) commissioning and implementation of building systems, (2) re-commissioning and verification of design performance, (3) metering and measurement (4) holistic building design with no single technology agenda, (5) robust internship programs, classroom participation from industry and field trips for students, and (6) programs for professionals to maintain their credentials.

Summary

Adapting quickly to changes in renewable technologies and associated certification requirements, and providing flexibility in programs and the spaces that support them are overriding themes for the proposed Renewable Energy and STEM Center. Spaces also need to be able to accommodate product development and testing which will have the added benefit of encouraging entrepreneurial efforts both among our students and community partners. The Center will serve as a living laboratory for students, staff and the surrounding community. This includes the ability to monitor the performance of renewable energy systems in the Center and other College buildings in real time and to make accurate comparisons of system performance utilizing accurate data collection that is easily discernable.

e. Project Vision and Requirements

Based on the history, development and analysis of future trends, the overall vision and requirements for the proposed Renewable Energy and STEM Center are provided in this section. It is clear that the building must be designed such that academic spaces can be used to teach an array of programs. Therefore, the required approach will be the design of multipurpose laboratory spaces equipped with utilities and amenities such that a host of known and unknown courses can be taught. Laboratories should be located adjacent or in close proximity to large storage rooms that will be designed to house mobile benches equipped with the particular laboratory scale technologies to be taught. These benches will be moved from storage spaces into academic spaces, as needed. A specific academic space set-up could last a semester or a single day depending on the need and function. A set-up may involve a single bench scale renewable technology or multiple technologies for the purpose of comparative analysis. This will allow the building and academic spaces to "get specific" while remaining flexible as programs evolve. Laboratory utility connections must be located such that they are easily accessible and utilized for multiple set-ups and requirements including, but not limited to power, data, water, gas, compressed air, vacuum, and drainage. Storage spaces will also be used to house student projects.

This flexible and mobile approach must be designed to accommodate changes in technology, academic programs and users. The balance between academic and incubator space needs will change over time. Therefore spaces should be able to be used for both academic purposes and for product testing and prototyping of emerging technologies, doubling as both classrooms and private research space. Spaces should be capable of independent comparative analysis of green technologies whether conducted by our students, faculty, private users or a combination.

Further programming and guidelines for the building based on current needs and expectations follows. Again, trends in renewables and sustainability should be

carefully considered when designing the building. Flexibility should be incorporated into key spaces so that this building can change and incorporate new offerings as technologies continue to evolve.

i. This is a legacy project for the College, focusing on renewables and sustainability. The design and layout should communicate this programming. While this new building should complement the existing buildings, it should also stand out and make a statement consistent with its vision.

ii. The building must be designed as a "Net Zero Energy Building." Renewable energy produced by the building must be equal to or exceed the energy consumed by the building. Designs should utilize energy and water conservation throughout. Examples include, but are in no way limited to, daylight harvesting, green roofs, water storage cisterns, and radiant floor heating. Designs should make use of renewable energy systems that are used regionally and perform well. Examples include, but are in no way limited to, photovoltaics, solar thermal, wind turbines, geothermal systems and energy storage.

iii. The building itself should act as a micro-grid such that energy use can be managed and studied. The College should be able to dictate where (i.e. what systems) energy comes from and when. This model should be expandable to other College buildings and will be the basis for additional academic programs.

iv. Metering and sub-metering is to be used extensively in the building design. Individual building systems, system components and spaces should be equipped with enough metering and measurement ability to track usage of energy and water in real time and to utilize this data to effectively compare the performances of systems and spaces to each other as they relate to energy conservation, production and efficiency. Sub-metering must produce accurate, real data that is easily displayed, analyzed, compared and trended. These monitoring systems and associated software must be compatible with the College IT standards and all dashboard technology associated with the building. The metering analytics must provide a simple way to benchmark spaces, systems and buildings against one another.

v. Dashboards that display and allow analysis of sub-metering data must be integrated into the building spaces. User friendly software that can be incorporated into curriculum and utilized by Plant Operations staff is vital. Dashboards must provide real-time feedback on building-level interval data for use by faculty and to empower College staff to identify performance anomalies and system malfunctions. The same software should be used in the Control Center and on any College networked terminal that requires access to the data.

vi. As students and faculty enter the building they should be met with a well-designed lobby or greeting area with a lounge that demonstrates the nature of the facility.

vii. The College has identified several spaces to include in the building programming which are identified here. The diversity of activities planned for and possible in the Renewable Energy and STEM Center will require architectural flexibility to respond to a wide range of programmatic goals, learning styles and needs, resources, and technologies that will evolve over time. Consideration should be given to such features as movable furniture and modular wall systems. Electrical service, communication and computer networking needs to be flexible, robust and present throughout the facility

- Cybersecurity and Networking Laboratories – Two spaces equipped with 24 computer stations each and associated smart multimedia whiteboards for the Cybersecurity programs. Between the two laboratories, one networking hardwire laboratory for the storage of cybersecurity equipment is to be located. A glass enclosure is recommended so that this networking lab can be easily observed by students in the surrounding cybersecurity labs.

- Maker-Fabrication Laboratories –Two laboratories are envisioned, one for students and one for community partners. Planned occupancy is for 24 students per lab. Both are to be entrepreneurial in nature. These laboratories must be designed to accommodate a wide range of activities, tools and materials. Diversity and cross-pollination of activities are critical to the design-making and exploration process, and they are what set makerspaces and STEM labs apart from single-use spaces. A possible range of activities might include 3D printing and scanning; laser cutting; 3D design; cardboard construction; prototyping; wood working; milling and routing; electronics; soldering, robotics; and digital fabrication.

- Modern Biology Laboratory – One space equipped with 24 student stations and an additional prep room space.

- Symposium – This is a signature "heart" space to be "owned by students and faculty" and will use and display products from student projects, entrepreneurial efforts and research involving real world STEM projects and activities. It should be an integrated and communal area that can be used for competitions and to promote collaboration. Planned occupancy is for 200 people. Multiple folding partitions must be included so that the space can be subdivided and reconfigured as needed. As such, furniture and media use should be flexible.

- Multi-purpose (active learning) Classrooms – Two spaces separated by a molding partition such that open combined space can be utilized. Planned occupancy for each space is 48 students.

- Multi-purpose (project based) Classroom – One space with planned occupancy for 48 students.

- Computer Laboratory – One space with planned occupancy for 48 students.

- Control Center – One space that shall serve as the operational hub of the College's growing energy management efforts, connecting digitally to buildings on all three campuses, and optimizing efficient use of all College resources. Utilizing the existing built environment as a "living laboratory" for instruction should provide a real-world learning opportunity for students and have the added benefit of long term financial savings and enhanced institutional sustainability.

- It is estimated that office space will be needed for 6 individuals. In addition, two conference/seminar rooms should be included with a capacity of 15 to 20 people each.

viii. The building must serve as a living laboratory where students become advocates of their own education. With access to building systems and monitoring technology, students, faculty and other partners will use real-world data to evaluate and compare, without bias, various renewable energy sources and energy saving initiatives, as well as the feasibility of implementation and maintenance. Students will use data from and observations of the building to describe and understand the way the world works and to solve problems. The living laboratory model should keep curriculum relevant, utilize building resources efficiently and foster partnerships with industry and other academic institutions. It should also empower sustainable investment decisions for the Long Island region.

ix. Teaching, student and faculty spaces should have a proximity that promotes a visual connection and integration. The building should balance wider circulation spaces that create a casual faculty-student-partner interaction with informal nooks and private student study spaces that foster productive gatherings. A variety of seating areas throughout the building should provide comfortable, safe, well-lit spaces that encourage choice whether studying, lounging, or gathering. An effective mixture of individual and group working spaces is important. The ability for students to collaborate across disciplines is equally significant. A multitude of writing surfaces should be provided throughout. Areas for students to meet outside the

classroom to study, share a meal and remain on campus beyond class time should be incorporated. Spaces should have a connection to nature and the outdoors to promote engagement with the environment and sustainability. Students should be able to move through the building with ease.

x. The landscape surrounding the building will also be used as a living laboratory. Landscape design should incorporate resource conservation including storm water mitigation and reuse, and efforts to reduce the carbon footprint of the campus wherever possible. Incorporation of any pedestrian pathways should be green and sustainable. Utilization and treatment of storm water and gray water with constructed wetlands both within and outside the building should be considered.

xi. Parking facilities associated with the new building, whether existing or new, should incorporate renewable energy systems, such as vehicle charging stations and solar lighting. Use of solar car ports can be considered.

xii. Space allocations must meet or exceed SUNY guidelines.

xiii. The design must meet the most current Americans with Disabilities Act (ADA) requirements. ADA parking adjacent to the facility should be provided.

xiv. The building design shall be capable of obtaining LEED platinum status. Third party LEED certification will be sought for this project. In addition to LEED certification, the College will seek Net Zero Energy Building certification. Building design should also incorporate principals of the Passive House Institute US (PHIUS). Aspects for the Living Building Challenge should also be incorporated.

xv. Sufficient storage spaces and receiving areas must be provided and should be based on the design space allocations and uses. Sufficient space for building services including maintenance room(s) and custodial room(s) should be included: The location of these areas should focus on operational efficiency. If required, proper space and control areas for management of hazardous and flammable materials and wastes must be incorporated into the building.

xvi. The building heating, ventilation and air conditioning (HVAC) systems are critical. These systems should be accessible to students and will be incorporated into several curriculum. Roof top package units and roof top ductwork will NOT be permitted. In addition, air handlers and/or fan coils should NOT be located above suspended ceilings, particularly units with cooling coils and condensate pans. Particular attention should be paid to noise abatement as many spaces in the building require a quite environment. Multiple direct expansion condensing units will also NOT be permitted

except for small ductless split systems for information technology closets if required and VRF systems elsewhere. Year round cooling for computer rooms must be provided independent of the main chiller. Any variable frequency drives (VFDs) must have an external bypass. Any mechanical equipment must be located so that every component that requires service or replacement is readily accessible. Dedicated mechanical equipment rooms must be provided and include storage closets of sufficient size to hold ladders, spare filters, etc. The number of air handlers should be minimized and located in mechanical rooms. High efficiency options should be evaluated, such as heat recovery through heat pipes or heat recovery wheels, in slab radiant heating, a central water cooled chiller with the cooling tower located on the roof, condensing boilers, condensing domestic water heaters, variable refrigerant flow systems (VRF) with or without heat recovery, combined heat and power (CHP) which might include absorption air conditioning, dedicated outdoor air systems (DOAS) with energy recovery wheels, and heat recovery ventilators. An ice storage system should also be evaluated.

xvii. Low flow hands free faucets and low flow flushometers are to be incorporated in all restrooms, at a minimum.

xviii. The design must include a public address system for emergency announcements powerful enough to reach any occupant anywhere in the building. The system must be capable of being remote-controlled by the appropriate security personnel. Additional security systems must include appropriate video surveillance and swipe card access. All security systems must be compatible with the College's current security infrastructure. Electronic signage in key areas must also be included.

xix. College standards for information technology, including wired and wireless applications, must be followed. Appropriate information technology (IT) infrastructure must be provided throughout the building. IT will support the space programming described in this document including spaces such as classrooms, wired computer labs and learning spaces, and general wireless connections. Computer and internet access, including the number of data ports, the quality of the telecommunications system, and the quality of public access workstations, must be evaluated and incorporated effectively into the design of the building. The IT infrastructure must be compatible with the College's existing network architecture. The design of the overall technology and communications structure must anticipate technology changes and anticipate how such changes can be incorporated into the structure and the furnishings. Dedicated telecommunications room(s) must be included in the design.

xx. Appropriate spaces should include state-of-the-art media and multimedia capabilities that will accommodate a wide variety of media and multimedia

formats. Devices in these systems should be controlled by an easy-to-use interface. Ample electrical outlets and data ports should be provided throughout public and work spaces. Locations should avoid tripping hazards.

xxi. Designs should incorporate the effective use of quality natural lighting especially as it relates to both the sustainable nature of the building and the resulting views and glare control. Artificial lighting systems should address specific lighting needs and reduce eye strain in all areas. Zone size, fixture density, lighting quality, degree of user control and long-term maintenance should all be considered.

xxii. Furnishings should be comfortable, durable, ergonomically sound and adaptable/flexible, creating a relaxing, inviting image. Furnishings should be conducive to student use including private study, group study, lounge study, laptop use, and food and beverage consumption.

xxiii. White boards, where needed, must be standard throughout the building. Chalk boards are not acceptable.

xxiv. The way finding and signage program for the facility must be clear and useful to help students successfully navigate their way through the facility. Appropriate use of color, furniture, signage and directions to help define specific spaces and the associated activities should be evaluated. Exterior signage should also be included.

xxv. A loading dock must be included for moving materials, supplies and equipment in and out of the facility.

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 perform the following services:

Beyond the standard requirements associated with the design of a new facility, assistance with initial program selection is also required.

(1) Assist the College in identifying initial and future renewable energy academic programs that can create a pipeline of well-trained students who can transition to programs offered at 4-year institutions or move directly into the regional job market. A design team member with experience in renewables and academics will serve a vital role in this aspect of the building design. Provide an analysis of the regional job market that helps identify trends which in turn will help create a mixture of initial program offerings and a projection of future needs.

(2) Assist the College in identifying what credentials or certifications are currently required by regional employers involved in renewables, energy curtailment, resource conservation, pollution abatement and any other disciplines related to the mission of the Renewable Energy and STEM Center. Regulatory licenses and certifications required by EPA, NYSDEC and local municipalities should also be evaluated.

(3) Assist the College in further identifying the role community colleges can play in the growing sustainability marketplace.

(4) Assist the College in identifying any grant opportunities or other sources that can provide further funding for this project. Assist the College with any technical information necessary to pursue additional funding sources.

(5) Identify and lead any additional focus groups that can further our understanding of regional needs related to the mission of the Renewable Energy and STEM Center.

(6) Conduct design charrettes leading to an integrated design approach where information and ideas are exchanged. Analyze design

strategies and explore alternatives. This process should include floor plan analysis with a focus on flexibility. Demonstrate to the College how specific programs or course can be set-up, taught and broken down in specific spaces.

(7) Prepare conceptual drawings with alternate layouts. Work with the College to determine the best options for this project.

ii. Standard Requirements

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

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

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

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

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

b. Preliminary Design Stage

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

i. Prepare preliminary contract documents for the project.

(1) All contract documents must reflect the requirements of General Municipal Law 101 (Wick's Law) and comply with all applicable local, State and Federal laws and codes including but not limited to the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health

Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency. Any required tests and inspections shall be incorporated into the contract documents. The possible use of a project labor agreement (PLA) will be evaluated under a separate contract, if warranted. If a PLA is executed, contract documents must reference the PLA.

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

(3) Drawings shall be prepared using a computer aided drafting and design (CADD) system, equal to or compatible with AutoCad Release 2010 (or later) from Autodesk.

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

(5) All drawings, tracings and specifications prepared by Consultant shall become the property of the College upon their approval and acceptance in writing by the College or upon termination of Consultant's services. The College may elect to put such documents on its website in read-only format to facilitate the bidding on the construction phase of the project. Consultant shall retain the copyright on such documents.

ii. Prepare a detailed preliminary cost estimate.

(1) The cost estimate shall be prepared in sufficient detail to insure 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.

c. **Contract Document Stage**

Upon approval of the College of the Preliminary Design submission, Consultant will be given authorization to proceed with the Contract Document Preparation Phase which shall include the following services:

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

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

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

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

(4) Drawings shall be prepared on 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.

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

(2) Specifications shall be merged with the College Project Manual.

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

required by 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 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 is responsible for filing for and obtaining all applicable permits for the project BEFORE final approval of the contract documents by the College. Projects

cannot proceed to the Bidding stage until all applicable approvals are obtained. Consultant is solely responsible for determining which permits and approvals must be obtained given the nature of the project.

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

ii. At a minimum, the following permits and approvals must be obtained, if applicable, by Consultant, unless otherwise directed by the College or the applicable regulatory agency:

(1) Building Permits for all building renovations and new construction from the local authority or College office 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. It is Consultant's responsibility to obtain all permits and approvals. Approval for all projects must be obtained from the Fire Marshall even if building permits are not required.

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

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

(2) Any and all applicable Suffolk County Department of Health Services (SCDHS) approvals. These include, but are not limited to, sanitary system connections, sewage treatment systems, domestic water systems and connections, underground and above ground storage tanks and food services.

(3) Any and all required Suffolk County Water Authority approvals, including but not limited to Reduced Pressure Zone (RPZ) installations.

(4) Any and all required Long Island Power Authority (LIPA) approvals, including but not limited to power supply and connections.

(5) Any and all required 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.

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 the Consultant. Consultant shall also submit a letter to the College certifying that all required permits and approvals for the project have been obtained and that there is no regulatory reason not to proceed with the project.

e. **Final Approval**

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

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

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

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

(3) Two (2) half-size bound drawing sets on minimum 24-lb bond paper;

(4) One (1) set of loose (unbound) specifications suitable for reproduction, along with one (1) bound copy;

(5) One electronic copy of the specifications stored on non-erasable compact disks with a directory corresponding file name to each specification section. Specifications shall be in a format which can be posted on the College's website;

(6) Four (4) sets of final cost estimates and one electronic copy;

(7) Four (4) copies of a construction schedule and one electronic copy; and

(8) Completed electronic copy of the College Project Manual.

(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 the College.

ii. Attend pre-bid meetings to describe and discuss the project with perspective Bidders and gather any questions or issues raised by prospective Bidders. Consultant is required to provide all responses or changes to the bid documents in writing to the College's Procurement Office who will be responsible for the issuance of all addenda.

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

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(s), including checking the various references provided in the bid, and make recommendations for award in written form.

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

g. **Construction Stage**

During the Construction Phase, Consultant shall do the following:

i. Make a minimum of one weekly site visit (more if required by job conditions) to review construction/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, distributing the minutes to prime contractors and College administrative personnel.

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

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

vi. Review and approve periodic payment requests.

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

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

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

x. At substantial completion, prepare punch-lists of incorrect or incomplete work. Make final inspections to insure that all work has been completed, and that all systems are operational.

xi. Make recommendations to the College that the contractors have completed all required contract work.

xii. Assemble written guaranties and warrantees from the contractors and

submit to the College.

xiii. Review and approve of contractor's operations and maintenance manuals.

xiv. Review and approve of the "as-built" drawings prepared by the contractors. If requested, Consultant shall provide electronic copies of the design drawings in CAD format to contractors so that as-built drawings may be generated.

xv. Review and approve of final payments to the contractors.

xvi. Provide written certification that the work is in accordance with the Building Code of New York State and provide any other written certifications as required by the various regulatory agencies.

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

(1) 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 will not be issued without SCDHS approval. Therefore, these as-built drawings and related documentation must be submitted to the SCDHS as soon as the related construction work is complete and not at the end of the project in order to avoid occupancy delays.

h. Commissioning

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

i. Develop specific Commissioning Plans and Specifications.

ii. Develop acceptance procedures.

iii. Develop training requirements and provide system training.

iv. Develop an Operations, Maintenance and Systems Manual.

v. Develop a schedule of construction and acceptance phase commissioning activities.

vi. Perform on site observations during construction.

vii. Supervise the acceptance tests, including verification and performance tests.

viii. Prepare and submit a commissioning report.

ix. Organize As-Built records.

x. Provide follow up for quality performance during the guarantee period.

i. Operations, Maintenance and Systems Manual

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

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

i. A set of small scale floor plans, color coded to indicate HVAC zones and the locations of control devices, sensors, test ports and major pieces of equipment.

ii. A detailed description of each system and each of its components showing piping, valves, controls, and other components, with diagrams and illustrations where applicable.

iii. Wiring and control diagrams.

iv. A written sequence of operations as actually implemented with control system data including all set points, calibration data, etc.

v. Procedures for starting, operation and shut down for every system, including emergency instructions, seasonal start up and shut down, abnormal and emergency modes of operation and safety precautions.

vi. Maintenance and overhaul instructions including lubrication schedules.

vii. Complete annual maintenance schedule.

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

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

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

xi. Installation instructions.

xii. Corrected shop drawings.

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

xiv. Copies of warranties.

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.

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

iii. Use of reports and logs.

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

v. Design Intent.

vi. System operational procedures for all modes of operation.

vii. Specialized manufacturer's training programs.

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

End of text for Section III

Suffolk
COUNTY COMMUNITY COLLEGE

July 11, 2016

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1600011
DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER

Attention to Proposers:

This constitutes Addendum No. 1 to the referenced Request for Proposals (RFP), and consists of this six (6) page cover letter, and six (6) pages with attachments as identified below. This Addendum provides the following information:

- Responses to questions raised by prospective proposers during the pre-proposal conference held at the College on July 6, 2016.
- One (1) page which provides the Site Plan. The Site Plan has also been provided as a standalone document as Attachment 1 to Addendum #1
- The five (5) sign-in sheets reflecting the names and contact information of firms that attended the pre-proposal conference.

Q1: Is there a site plan drawing, to scale, available either in PDF or CADD format that can be sent to proposers at this time for our use?

A1: The site is adjacent to the Workforce Development and Technology Center (WDTC), as the program offered at the WDTC ties in nicely to the programs anticipated at the Renewable Energy and STEM Center. A site plan of the campus is attached to this addendum.

Q2: How will this program expand the 2014 concept, or how will it replace the 2014 concept?

A2: The 2014 concept was a promotional video and was prepared internally. The program described in this RFP is the basis of the project, not the 2014 concept.

Suffolk
COUNTY COMMUNITY COLLEGE

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1600011
DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER

Q3: The Total Project Budget is $19.5 Million. Please provide a budget breakdown, i.e., hard-cost building construction, Site work, Equipment, Furniture & furnishings, and any other soft cost break-downs that make up this budget?

A3: The total cost breakdown is based on County required phases for capital projects consisting of Design, Construction, and Fixed Furniture and Equipment (FF&E). The breakdown is as follows:

Design - $900,000
Construction - $17,900,000
FF&E - $700,000

Q4: Will there be a short-listing of firms from those that submit a proposal?

A4: The College anticipates short-listing and scheduling oral presentations with the short-listed firms.

Q5: Will there be requirements for LEED Certification, Passive House Institute US (PHIUS) and other certifications? If yes, should the associated fees be separate from the overall proposed fees, or should it be included in the fees? Also, are you looking for a full living building challenge certification?

A5: The College is looking to get LEED Certification at the platinum status and Net Zero Energy Building certification. The College wants to incorporate principals from the Passive House Institute and the Living Building Challenge but is not seeking certification from either organization. The fees associated with all the certifications should be included in the overall proposed fees.

Q6: Will the College be the permitting office or will it be the County? Is A&E team responsible for permit fees?

A6: The College anticipates that it will be the permitting office by the time this project moves forward. The A&E team will not be responsible for permit fees.

Suffolk
COUNTY COMMUNITY COLLEGE

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1600011
DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER

Q7: RFP states that the bid documents should be done in CADD. Can this project be submitted using BIM (building information modeling) such as REVIT in lieu of the CADD software called for in the RFP?

A7: Yes, provided all drawings and files can be converted from Revit to CADD, if needed.

Q8: What extent of the design services is required to be performed by M/W/LBE firms? Can the College provide additional clarification re: required MBE/WBE participation?

A8: To the best of our knowledge there are no MBE/WBE requirements for consulting services on capital projects. This is a capital project funded 50% by the County and 50% by the State.

Q9: Does the proposal include borings and surveys and associated fees? The RFP indicates that the College would pay for these services.

A9: Yes, the proposer should include those services as part of their proposal. The College does not have this information to provide to the selected Consultant. In the past Architecture and Engineering (A&E) firms have subcontracted out these services, and the College has paid the costs for these services as a reimbursable expense. Proposals should indicate whether or not these services are included in the consultant's fee or if they will be charged as a reimbursable expense in addition to the consultant's fee. If the proposer has a good idea of the value of services to be treated as reimburseables, these services should be itemized with estimated costs assigned.

Q10: Will the College be flexible with slightly higher proposed fees if specialty Consultants are included, such as the academic consultants?

A10: Consultants should include a fair and reasonable fee based on the effort required in the RFP. Proposed fee must include the academic consultant. The College understands that this project has different requirements from previous projects which could impact fees.

Suffolk
COUNTY COMMUNITY COLLEGE

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1600011
DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER

Q11: How much of an in-depth analyses is required for the academic programming?

A11: Consultants are encouraged to assign this work to an individual who has strong relevant experience in this area. Consultants must address the requirements of the RFP as they relate to academic programming.

Q12: Has the project been funded? Does the project include site work?

A12: Yes, the project is funded. Yes, the project includes site work.

Q13: What are the expectations for fees, and how will it be compared during evaluation, i.e., will it be compared to fees from other projects that didn't have the educational component? The RFP indicates billable hourly rates and a Not-To-Exceed (NTE) amount. What is the difference and/or how would they be applied in paying the selected Consultant? Furthermore, the additional services section in the Model Agreement references applying 2.5 multiplier to hourly rates, while the cost proposal asks for billable rates. Is the idea to use or not use the multiplier?

A13: The fees will be compared with those proposed by other firms for this project. As this is a completely different project, the fees cannot be compared to those of prior projects. The project fee is a NTE fee. Payments will be processed based on the actual time spent on each phase multiplied by the appropriate billable rates, up to the NTE amount allocated to the respective phase. The College will not be seeking to normalize one firm's rate with another by applying a multiplier. The language regarding the multiplier included in Section IV – Model Agreement is generic language for additional services only. Proposers are requested to identify any exceptions they have with the Model Agreement. As stated in the RFP documents, a lack of comments will be considered as full acceptance of the terms of the Agreement.

Q14: Are there any lessons learned from prior projects that would be applicable to this project?

A14: In prior projects, there were targets established, but this project has several unknowns. The College is open to information and suggestions on developments in the construction industry. The College is always concerned with subsurface conditions. In addition, concrete slab moisture content has been a recent issue when it comes to flooring.

Suffolk
COUNTY COMMUNITY COLLEGE

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1600011
DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER

Q15: Can you explain how the Local Preference Law will be applied?

A15: The Local Preference Law is the County's Law and the College is required to adhere to this Law.

Q16 What year was the Master Plan established?

A16: The Master Plan was established in 2001.

Q17: What is the total site development SF area for this project?

A17: The limits of site development associated with this project are not specifically defined and will be developed with the contracted consultant.

Q18: Is Commissioning included in the project and fees? Is there variability in how much can be done?

A18: The College is researching the information pertaining to this question, and will provide a detailed response under a separate Addendum.

Q19: Will there be any improvements to infrastructure?

A19: The College is researching the information pertaining to this question, and will provide a detailed response under a separate Addendum.

Suffolk
COUNTY COMMUNITY COLLEGE

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1600011
DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER

The proposal due date and time of July 28, 2016 no later than 1:00 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:

_____
Firm Name

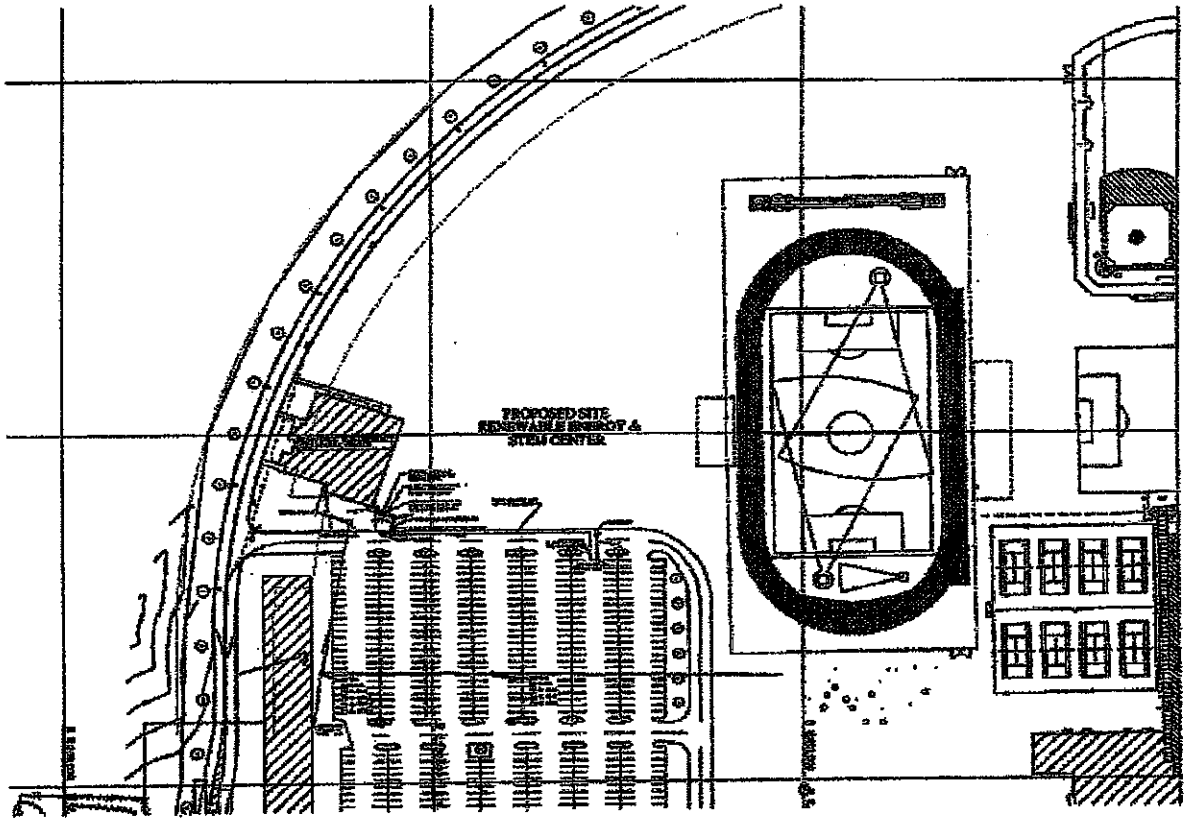
_____ _____
By (Sign in ink) Title

_____ _____
Print Name Date

Suffolk
COUNTY COMMUNITY COLLEGE

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1600011
DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER

SITE PLAN



Suffolk
COUNTY COMMUNITY COLLEGE

July 18, 2016

ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R1600011
DESIGN SERVICES FOR THE RENEWABLE ENERGY AND STEM CENTER

Attention to Proposers:

This constitutes Addendum No. 2 to the referenced Request for Proposals (RFP), and consists of this three (3) page cover letter, which provides further responses to questions raised by potential proposers during the pre-proposal conference held at the College on July 6, 2016.

Q1: Is Commissioning included in the project and fees? Is there variability in how much can be done?

A1: Commissioning is part of the project, and proposer should include it as part of their fees. The College contacted the Long Island Power Authority (LIPA), and according to the LIPA representative, this project is eligible for commissioning reimbursement at a rate of two thirds of the total costs. If this program continues, an independent commission agent would be retained, as described in the Commissioning section of the RFP. In addition, the program would cover two thirds of the costs of the building energy model. Both the independent commissioning agent and energy modeler would be selected from a list of prequalified firms provided by LIPA, as described in the RFP. One third of these costs would still impact the project budget.

Q2: Will there be any improvements to infrastructure required for the new building?

A2: To the best of our knowledge, the existing infrastructure has the capacity to provide needed services to the new building (i.e. gas, power, water, sewer). Ultimately, it is the responsibility of the selected Consultant to verify all field conditions and their adequacy.

Q3: Is the $900,000 figure under "Design", which is listed in the cost breakdown, a target for the County and therefore flexible, or is this a final number?

A3: The $900,000 figure is a final number.

Suffolk
COUNTY COMMUNITY COLLEGE

Q4: In addenda No. 1 SCC's responses to Q10 parallels the statements made at the pre-proposer's conference reiterating SCC's understanding that this is not a typical design project and that the complex nature, the need for specialty consultant's and the services requested will likely impact compensation upward. Yet the breakdown appears to fall short of even the SUNY guidelines for a typical, non-complex project. Please advise on the development of this breakdown and the bearing of these numbers against the submitted proposal compensation numbers.

A4: The design fee budget for the project is $900,000, as stated in Addendum #1. Currently, there is no additional funding for design beyond this budget, and no additional funding is anticipated from the College Capital Program.

Q5: Can the cost for renewable energy equipment be funded and owned by a third party, in return for Renewable Energy Credits (RECs)?

A5: No.

Q6: The College would like the new facility to monitor and manage energy use of all buildings on the three SCC campuses (RFP page 15). Is this cost of this College-wide system infrastructure a separate budget, or included in this project budget.

A6: The College has no other budget for the College-wide system infrastructure, and is hopeful that this work can be accomplished within the overall project budget. However, if this cannot be accomplished within the established budget, then the College will expand the monitoring and management of energy from this new building to other buildings and campuses at a future time. Therefore, the monitoring and management systems associated with this new building should be designed at a minimum, to include considerations for expansion in the future.

Q7: The project site is located next to a large commuter lot. Is additional parking required in the project scope?

A7: ADA parking requirements must be met for the new building at a minimum. Additional parking would be considered during project development if needed.

Q8: The RFP notes on page 25 that at the end of the Programming / Sketch Study phase, the College will "select alternatives". Can we assume that the College will select one preferred alternative plan concept in order to start the Preliminary Design (SD/DD) Phase? This alternative could include add alternates for cost management.

A8: Yes.

Suffolk
COUNTY COMMUNITY COLLEGE

Q9: The payment schedule on page 12 of the RFP reflects 45% payment at the end of Contract Documents. Can the payment schedule percentages by phase be revised to align more closely with the payment schedule in the model agreement, page 28 and with the Design Team's actual projected labor and responsibilities?

A9: The College may consider negotiating this with the selected consultant during the contract drafting stage. Proposers may include a different payment schedule in their proposal for the College's consideration.

Q10: In the Model Agreement, Section 15 Additional Services, (page 25) can the 2.50 multiplier on direct personnel expenses be increased to factor actual overhead costs?

A10: Please refer to the response provided for Question #13 in Addendum #1

The proposal due date and time of July 28, 2016 no later than 1:00 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:

_____
Firm Name

_____ _____
By (Sign in ink) Title

_____ _____
Print Name Date

End of Text for Exhibit F

EXHIBIT G

Consultant's Proposal

Consultant's Proposal, dated July 28, 2016, submitted in response to the College's RFP No. R1600011 is incorporated herein by reference. Additionally, that portion of Consultant's Proposal entitled "Technical Approach," as well at Consultant's letter dated October 7, 2016, are attached hereto as Exhibit G.

EXHIBIT G
Technical Approach

Our technical approach addresses what we see as the two key project drivers:

1. Reduction in energy use intensity to achieve a Net Zero Energy facility, and

2. Revenue generation through expanded academic programming based on the systems of the 'living laboratory' building.

In order to respond to these project drivers we will deliver the project via an integrated design process which develops the design of the Renewable Energy and STEM Center as a direct result of comprehensive workshops that bring together our broad range of experts with your team of key stakeholders. Our iterative process is supported on a foundation of cutting edge design technology and will result in a Net Zero Energy capable design with LEED Platinum certification that is the outcome of the simultaneous prioritization of: improved indoor environmental quality to increase health and well-being; a living laboratory as primary pedagogy; the alignment of passive house techniques; active building systems that reduce operational energy demands and capital and operational costs; and on-site renewable energy generation.

We understand that this facility will be the legacy building for the College. In order for SCCC to unlock the economic potential and ensure the long term legacy of this asset we have partnered with FirstMetrix whose unparalleled experience in working with institutions adds the critical component to the process to ensure continued growth and revenue generation.

The AECOM team is fully prepared to execute the scope of work as outlined in the RFP. We understand the goals of the project are to delivery a state-of-the-art sustainable Net Zero Energy education facility that serves as a living laboratory for workforce training and research in STEM and renewable energy systems.

While we appreciate the opportunity to prepare and submit renderings, floor plans, and site plans, we have deliberately not commenced in the traditional design process. Rather, since we believe that the design will be a result of the integrated process where all key stakeholders are contributing from project initiation, and any attempt to show a valid design prior to this process would counter our belief of what will make your project successful. Instead we are focused on a process that will achieve your goals more quickly and with less risk.

High Performance Design

Our high performance approach to design and engineering is holistic: we believe that it is imperative to harness the energy flows in and around our built environments to improve the energy effectiveness and operating costs of our buildings and infrastructures while significantly improving the human comfort of our occupants. At AECOM we excel at delivering sustainable and resilient facilities, mission critical for our high performance approach where the long-term viability of the built environment is measured by both the daily performance in providing the highest level of thermal and visual comfort for your occupants as well as reduced energy utilization intensities and lifecycle operational costs.

Ultimately our goal is to deliver the Renewable Energy and STEM Center that is state-of-the-art today, with the imperative to serve as the leading performer well into the future - an approach that requires integration, flexibility, and adaptability as guiding principles and the ability to forecast changes in operation, maintenance and technology over time. We have recognized that to achieve the ambitious goals for projects like this one, we have to radically change the processes of a very conservative design and construction industry; we integrate our high performance specialists throughout the engagement process to bring the maximum potential value to this project.

AECOM will bring the full array of technical sustainable design competencies to this project where the process is driven by an integrated design process where we focus on energy efficiency, pollution prevention, waste reduction and the use of recovered materials to support Net Zero Energy capable design. We consider these necessary elements to develop and implement a project that showcases a robust response to energy effectiveness, human comfort, and environmental stewardship, while providing a valuable revenue generating engine for Suffolk County Community College and much needed workforce to support the growing green economy.

Approaching the Scope of Work:
The Integrated Design Process

We will achieve these goals through an integrative interdisciplinary collaborative process that will optimize synergies from the initial concept discussions through project completion that will lead to improvements in the functional program, the selection of building systems, the architectural expression and the operational costs.

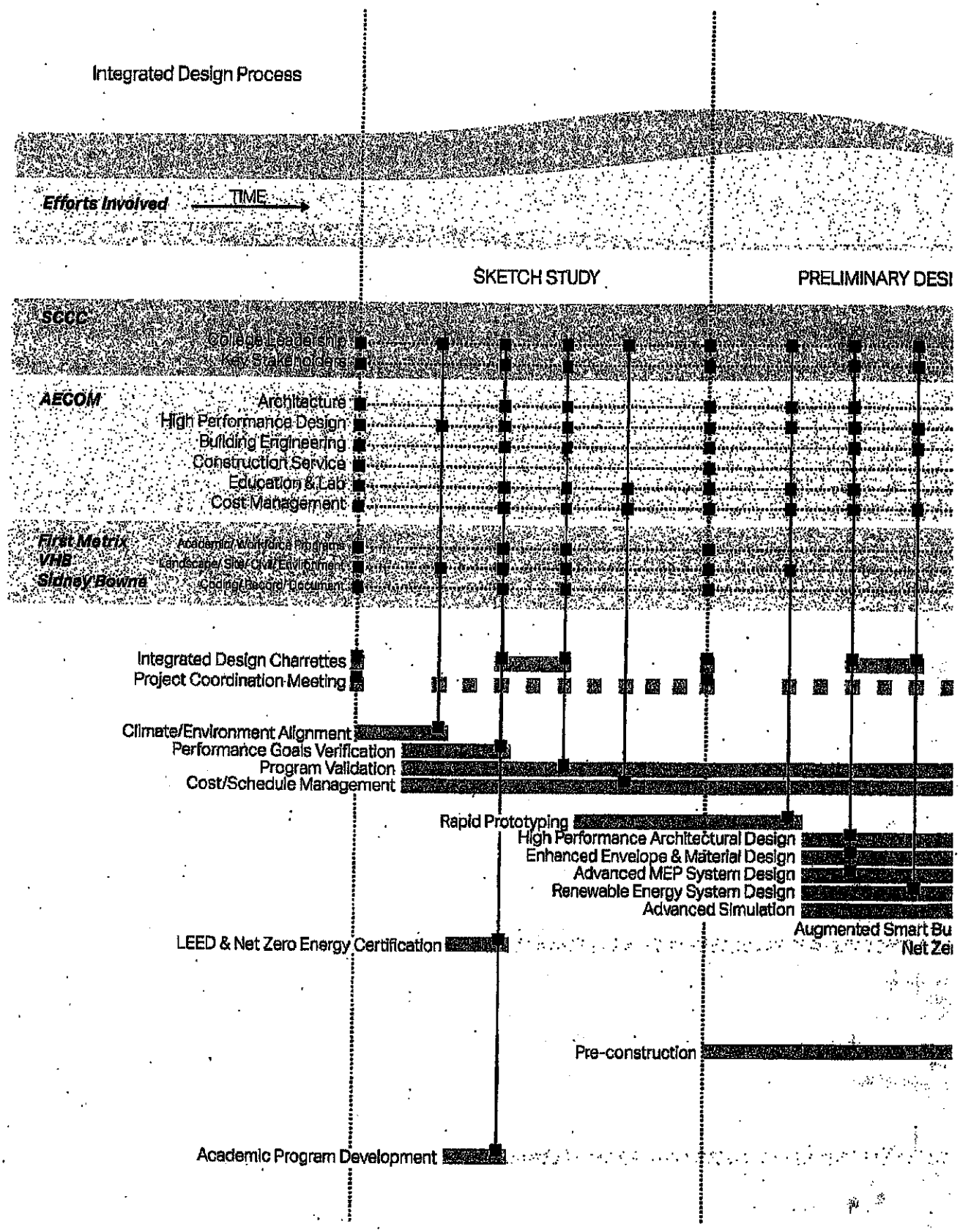
- Programming/Sketch Study - As the critical visioning phase of the project, we will use a workshop format that includes all key participants and team members. During the workshop we will utilize realtime energy and cost modelling. The outcome will be a Building Information Model (BIM) with clear orientation and proposed massing, envelope strategies, and an associated energy model and cost model.

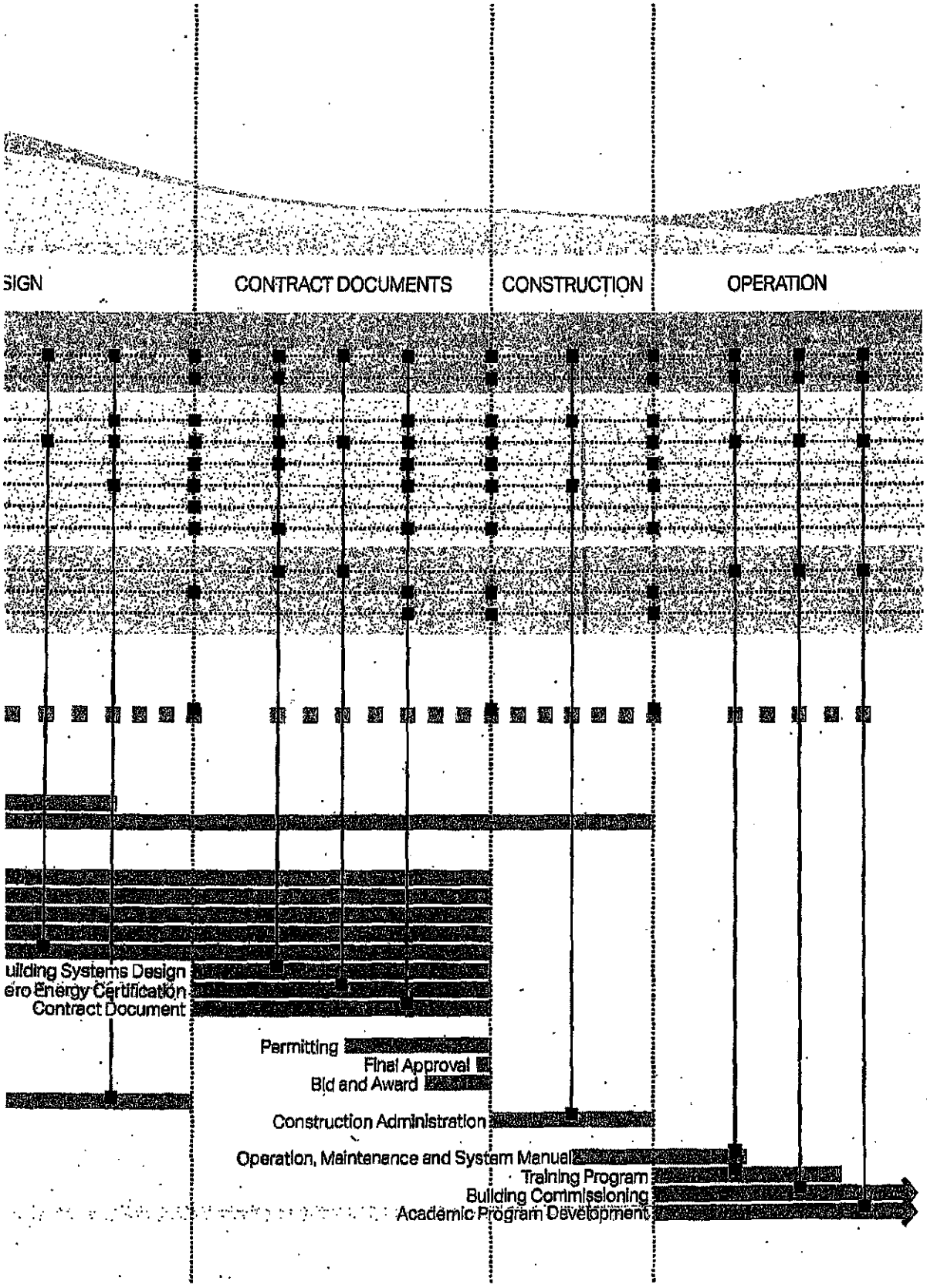
- Preliminary Design - Once the vision and design direction is determined the high performance and design team will lead a series of focused workshops to develop the individual building systems and integration strategies. The process will include ongoing input from our construction management team for constructibility. The outcome will be a revised BIM model at design development level with an associated energy model and cost model.

- Contract Documents - Led by Sidney B. Bowne & Son, the BIM model will be developed to Contract Document completion with ongoing input from high performance, design, engineering and education experts. VHB will complete the required site and civil design and documentation. The outcome will be a completed BIM model and Construction Document set with an associated final energy model and live cost model that will continue to track and manage costs during bid and construction.

The local VHB team will complete the site civil and environmental permitting. Sidney B. Bowne & Son will obtain the relevant building permits from the authority having jurisdiction. The Final Approval, Bid and Award, and Construction Services will be completed as stated in the RFP with support from the AECOM. The cost model and BIM model will be continuously adjusted and reviewed by the AECOM design and construction experts to make recommendations to the SCCC as required during the process.

The development of the Operations, Maintenance and Systems Manuals, and Training will be completed as stated in the RFP. AECOM is able to perform the Commissioning services in the event that an independent commissioning agent is not retained for this project by the SCCC directly.


Integrated Design Process
Efforts Involved
TIME
SKETCH STUDY
PRELIMINARY DESI
SCCC
College Leadership
Key Stakeholders
AECOM
Architecture
High Performance Design
Building Engineering
Construction Service
Education & Lab
Cost Management
First Metrix
VHB
Sidney Bowne
Academic/ Workforce Programs
Landscape/ Site/ Civil/ Environment
Coding/ Record/ Document
Integrated Design Charrettes
Project Coordination Meeting
Climate/Environment Alignment
Performance Goals Verification
Program Validation
Cost/Schedule Management
Rapid Prototyping
High Performance Architectural Design
Enhanced Envelope & Material Design
Advanced MEP System Design
Renewable Energy System Design
Advanced Simulation
Augmented Smart Bu
Net Zei
LEED & Net Zero Energy Certification
Pre-construction
Academic Program Development


SIGN
CONTRACT DOCUMENTS
CONSTRUCTION
OPERATION
uilding Systems Design
ero Energy Certification
Contract Document
Permitting
Final Approval
Bid and Award
Construction Administration
Operation, Maintenance and System Manual
Training Program
Building Commissioning
Academic Program Development

Creative Approaches to Total Energy Effectiveness
The high performing building modulates according to the dynamic nature of internal demands to meet functional needs and in response to the local climatic profile that defines the physical site. Often operating around the clock, laboratory facilities account for considerable energy and water consumption. As buildings become increasingly more complex in their design and operational strategies, there is a need for an enhanced level of advanced building analysis, simulation, and prototyping during the design process to successfully deliver optimal energy performance solutions and water resource management. The AECOM high performance buildings experts will provide the necessary expertise to undertake advanced simulation and analysis, ranging from advanced energy simulation to computational fluid dynamic (CFD) analysis of thermal comfort or airflow challenges, to ensure that operational performance is optimized during the design process.

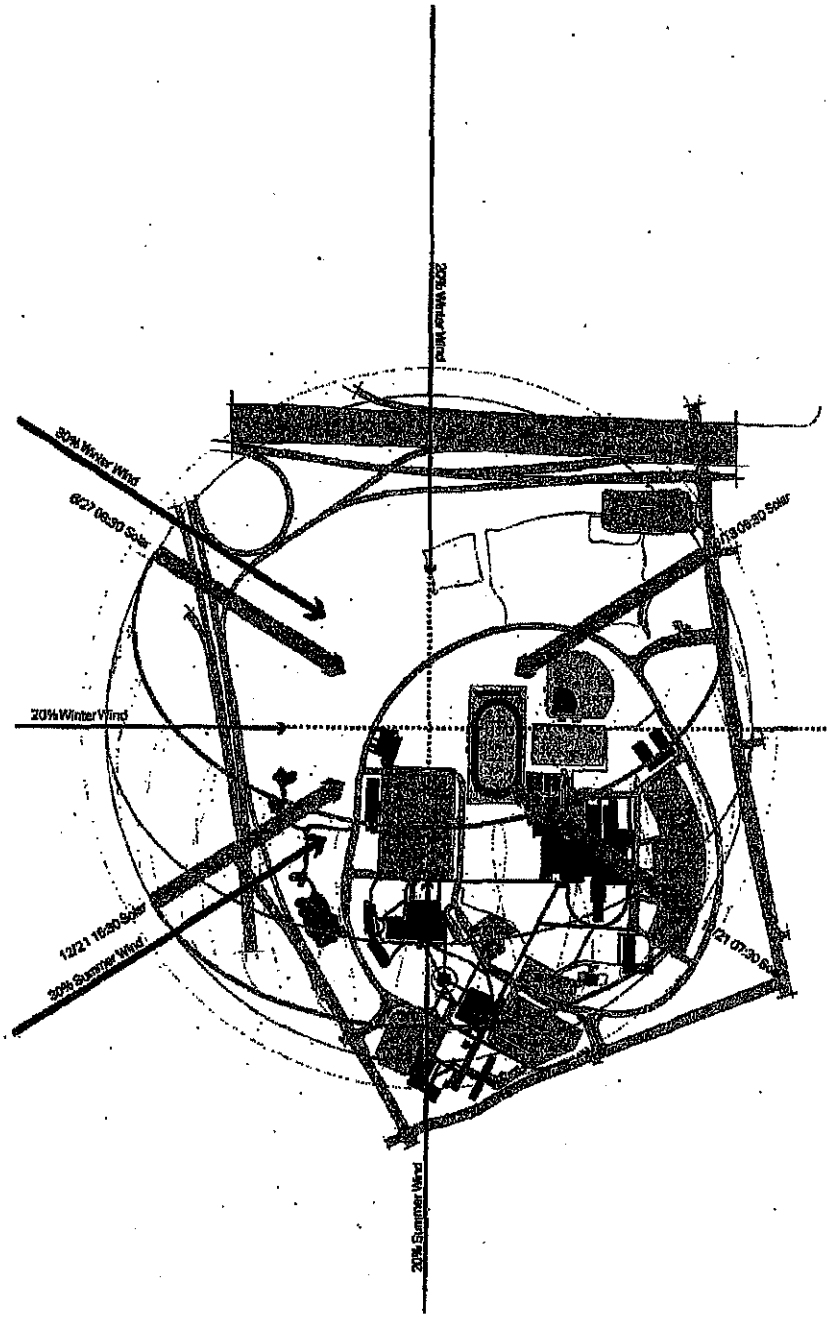
Our team includes experts in various advanced energy simulation tools and the ASHRAE 90.1 (Energy Standard for Buildings Except Low-Rise Residential Buildings) and ASHRAE 189.1 (Standard for the Design of High-Performance Green Buildings), standards utilized by both LEED and federal mandates to assess energy performance. In addition to providing complete ASHRAE 90.1 and 189.1 analysis, AECOM's energy simulation specialists will provide a unique level of energy analysis, through AECOM's proprietary analysis, during the early conceptual design phases, avoiding the need of costly "bolt-on" solutions in order to hit the project's required sustainability and energy goals. Through this process, we will provide the team with early energy information that will guide the design to achieving the optimal synergies between energy performance, capital costs and operating costs.

Using the AECOM integrated approach to High Performance Design we will quickly generate multiple design alternatives in real time - each one rated across a holistic range of sustainability indicators - to help you determine the most cost-effective measures in support of project goals and Total Cost of Ownership.

Understanding the Climate Resource: Integrating High Resolution Environmental Data
We understand that the most cost effective road to achieving high performance begins by taking advantage of those climatic resources that are naturally available on the site; wind, sun and water. Using in-house state-of-the-art environmental parametric analytic, we create Climate Clocks that allow us to see not only the quantity of the natural resources available, but more importantly, at what frequency are they available at different times of year. This highly resolute view and unique behavioral understanding of the climate resource provides AECOM's integrative design team greater control and integration of passive design strategies that lead to a roadmap for design and construction decision making.

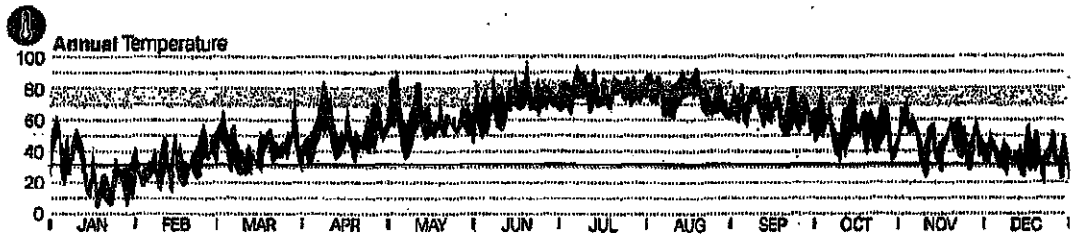
Creating a Healthier and More Energy-Efficient Building Form and Plan: Multi-Objective Trade-Off Analysis
Using Multi-Objective Trade-Off optimization protocols we leverage our understanding of the available resources and programmatic requirements to develop a series of building form options that maximize beneficial energy resources and minimize detrimental climatic loads, reducing the energy balance, increasing the quantity and quality of daylight and fresh air to the occupants, while decreasing the initial capital cost of mechanical equipment. The benefit of using Multi-Objective Trade-Off optimization is the ability to maximize the efficiency of AECOM's integrated approach in a computational framework that efficiently maximizes the building form and plan to improve patient and staff well-being, increase productivity, reduce absenteeism and lower lifecycle costs.

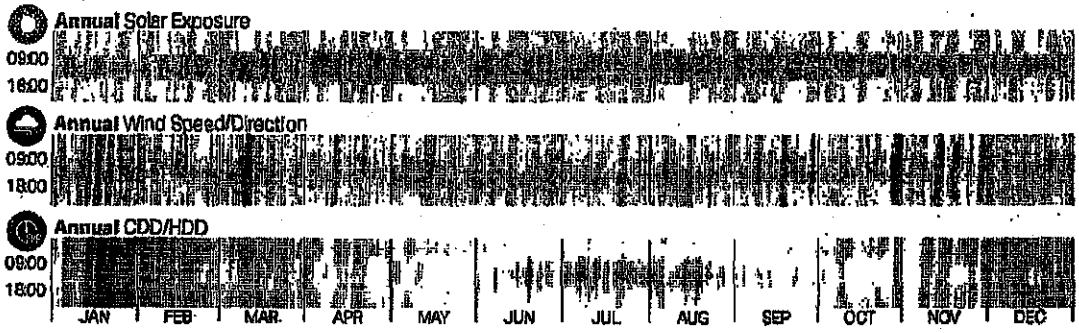
Integrating Passive, Active and Renewable Strategies
We understand that to achieve high performance facilities reflective of your goals will require a reduction in the typical site Energy Use Index. To accomplish this we will develop a series of scenarios that showcase a range of initial and lifecycle cost valuations. These scenarios will test various balances of passive strategies based on Passive House principles that take advantage of the solar, wind and earth resources with high-efficiency lighting, advanced mechanical heating and cooling systems and optimized building envelopes. Once our target reduction is reached we determine the potential for various renewable energy systems (e.g., bio-gas fuel cell, co-generation, photovoltaic systems, etc.) that will most effectively achieve the project goals while serving as learning tools for the academic program.

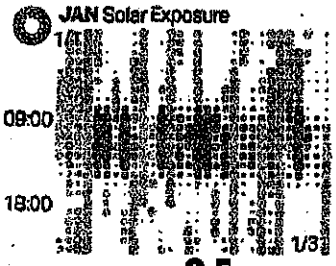


Site Analysis
A unique behavioral understanding of the climate resources on the Michael J. Grant Campus of Suffolk County Community College provides AECOM's integrative project delivery greater control of passive design strategies that leads to a roadmap to a legacy Net Zero Building. Overlapping the solar path and the primary wind directions in both heating and cooling seasons on the site, we found out that breezeways from the southwest need to be considered and chilly wind from the north should be blocked.

Climate Analysis
Using in-house environmental parametric analytics, we create climate diagrams specifically for SCCC which allow the team members and the stakeholders to learn both the quality and frequency of the natural resources available. Brentwood has a humid continental climate with hot summers and no dry season. The temperature on the site typically various from 20°F to 85°F. Adequate solar exposure in summer provides lots of opportunities for solar energy harvesting. Glare control is also needed.

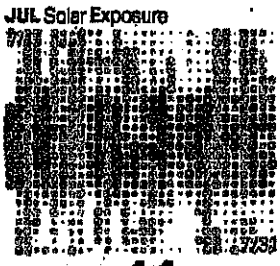




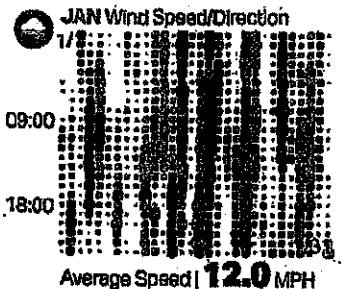


Average Daily | **2.5** kWh/m2

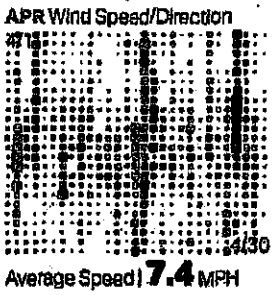
Average Daily | **4.2** kWh/m2



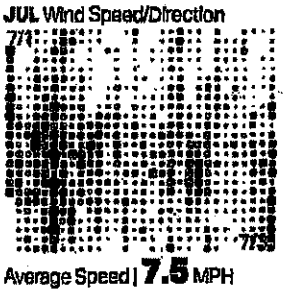
Average Daily | **4.4** kWh/m2



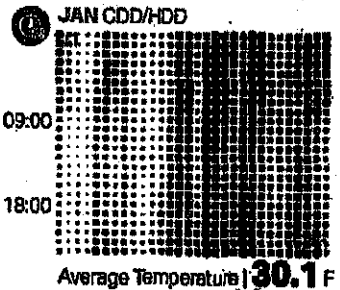
Average Speed | **12.0** MPH
Wind Direction | **N** 41%**W** 36%



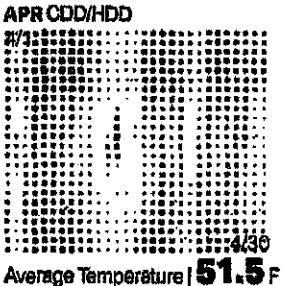
Average Speed | **7.4** MPH
Wind Direction | **W** 33%**N** 27%



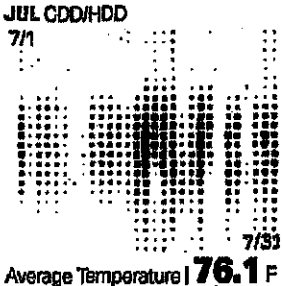
Average Speed | **7.5** MPH
Wind Direction | **S** 37%**W** 27%



Average Temperature | **30.1** F
Monthly CDD/HDD | **0/605**



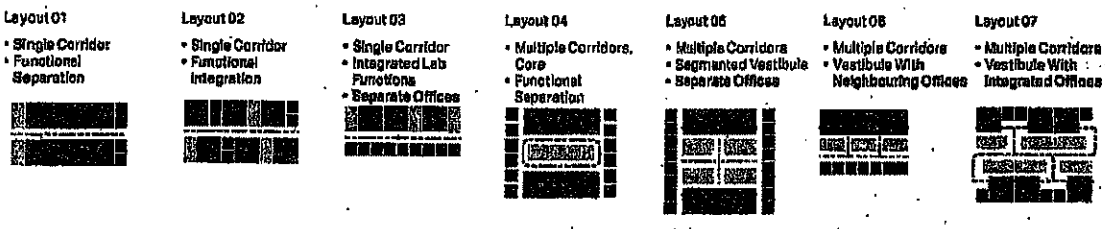
Average Temperature | **51.5** F
Monthly CDD/HDD | **3/230**



Average Temperature | **76.1** F
Monthly CDD/HDD | **75/0**

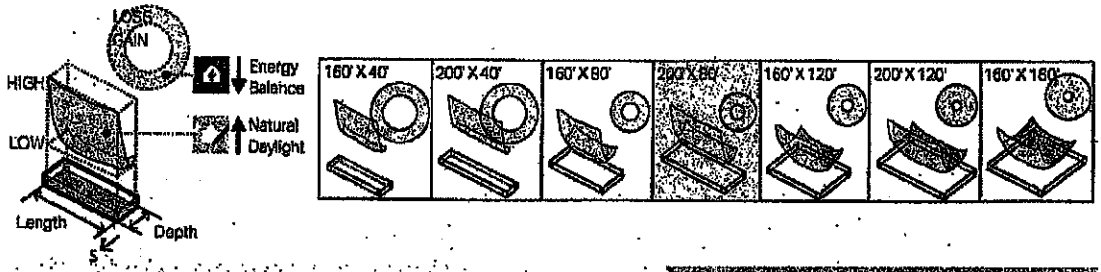
Flexible Lab Options

The development of the appropriate lab layout is critical in resolving the site, orientation and massing. Therefore we will start by developing a range of options with you that balance modularity, flexibility and efficiency for both classroom, laboratory, office and a variety of potential R&D functions.



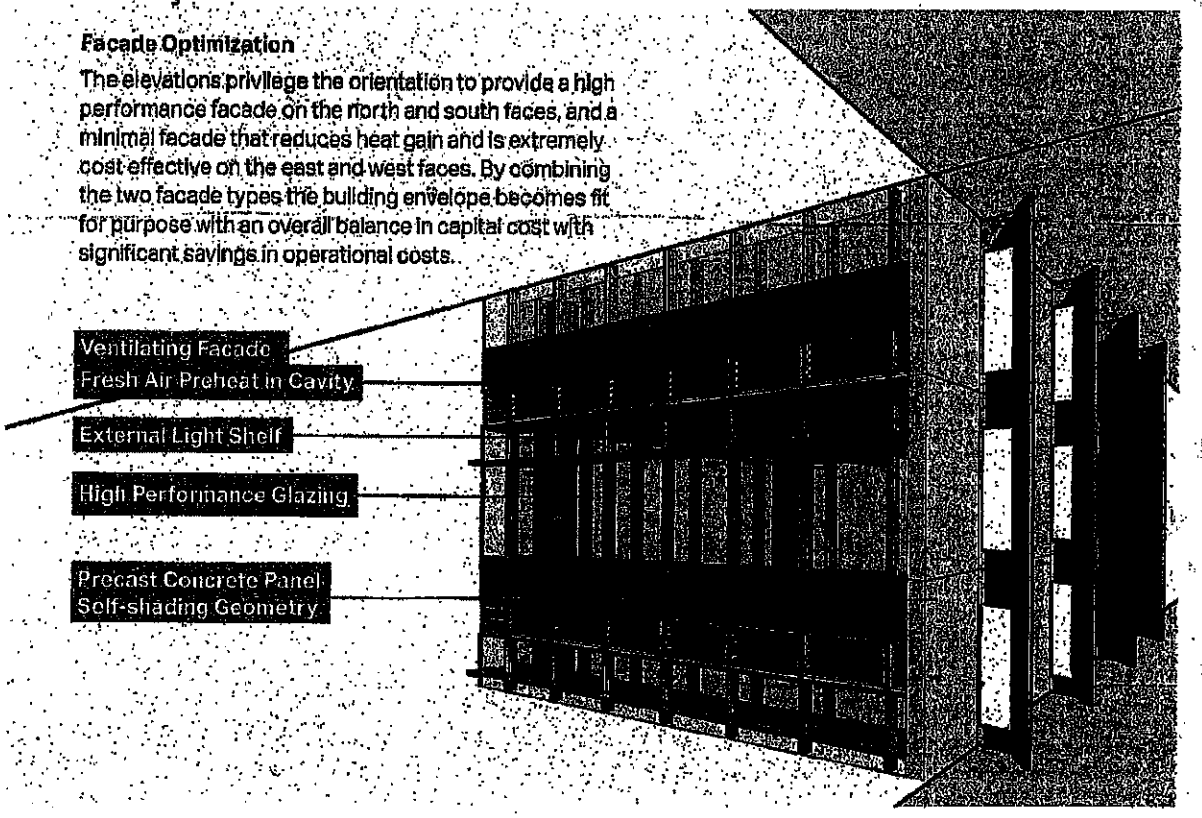
Optimizing Massing for Energy and Light Balance

The floor plate options will be developed collaboratively with SCCC and will then be tested against the optimal forms for access to daylight and overall energy balance. The resultant options will give the final balance between thermal and visual comfort, occupant wellbeing, workplace efficiency and programmatic flexibility.



Facade Optimization

The elevations privilege the orientation to provide a high performance facade on the north and south faces, and a minimal facade that reduces heat gain and is extremely cost effective on the east and west faces. By combining the two facade types the building envelope becomes fit for purpose with an overall balance in capital cost with significant savings in operational costs.



AECOM FirstMetrix Collaboration
Over the course of the lifecycle of the building the capital cost of design and construction is typically less than 20% of the total cost of ownership, while the operating costs are considered a critical component in decision making for owner-operated assets, and a Net Zero Energy building will have neutral energy costs, the maintenance costs are still significant. However, both the capital expense and the operating expense are far outweighed by the revenue generating potential of the Renewable Energy and STEM Center.

We have engaged FirstMetrix to deliver the best possible academic programming to have the greatest possible economic impact. The AECOM FirstMetrix collaboration views our relationship with SCCC to be ongoing in order to provide the greatest value to the SCCC and the broader community.

Without a robust business and workforce programming strategy the full potential will likely go unrealized. The Project Director, Jason Vollen, will work directly with FirstMetrix to ensure that the design of the building and the design of the academic and research programming completely synergistic. First Metrix will work directly with the key stakeholders at SCCC to identify project financing options and develop the academic program for long term success. AECOM and FirstMetrix working together will provide a differentiating added value and increased ROI to this project. FirstMetrix has:

- Significant environmental scanning and research capability regarding program selection and development with over 160 programs developed.
- Significant experience in energy conservation, sustainability, new facility and facility modification/ renovation/expansion programs in over 25 colleges and universities nationwide.
- Significant academic, workforce and financial expertise as senior Executive Vice Presidents/Officers of Cuyahoga Community College, considered one of the premier community colleges in the U.S.

Academic Programming and Additional Funding
Given the rapid changes in technologies and industries, accelerating students' and workers' time to competency to deliver the College's goal of well-trained graduates with requisite skills/certifications that serve the growing sustainability job markets with immediate impact/ contributions demands that the programming of the Renewable Energy and STEM Center be innovative, integrated, flexible and agile.

Building spaces that deliver integrated academic and career/ technical curriculum and instruction with credit, non-credit, certification programs, and 'living lab' opportunities, with additional, recurring enrollment growth and revenue, will contribute to the College's mission of transforming lives, building communities, and improving society.

Identifying and seeking alternative and additional funding streams for the project, albeit grants, sponsorships, public-private partnerships, and alternative financing structures for certain project elements, will leverage existing project funding and optimize SCCC's ROI. The AECOM FirstMetrix team will work with the College to explore a layered, capital stack that comprehensively reviews the potential for funding through special purpose levies, individual and corporate sponsorships, and major gifts from government, foundation, corporate, individual, student, board member and vendor funding sources.

Creative Approaches to Project Financing and Workforce Programming

The AECOM FirstMetrix team goal is to ensure that the programmatic elements of the building drive the design of the building to meet the next generation of program requirements for academic and workforce/economic development. FirstMetrix will:

- Analyze programs listed in the RFP and specific occupational codes within each to determine both nationally and locally the number of persons completing associate and certificate programs. Determine additional, not listed, STEM and renewable energy programs for consideration for future growth.
- Review current industry demand and projections for occupational growth in renewable energy and selected STEM programs that are complimentary to the facility, the metropolitan statistical area (MSA) and nationally. Identify certification programs for consideration.
- Develop programmatic focus with current/new programs and prepare program launch ramp/plan. Recommend scheduling protocols for certification, workforce and academic programs for a facility of approximately 35,000 SF, to ensure maximum space utilization, student throughput, retention and new revenue generation.
- Recommend strategies and space allocation for the next generation incubator, and support strategies for the emerging and accelerating small businesses in STEM and Renewable Energy.
- Seek alternative program/revenue streams for the Renewable Energy and STEM Center.
- Determine additional funding for the project. Work with the College leadership to identify and obtain additional capital, operating, endowment funding and both public and private corporate/foundation sponsorships.

Project-Wide Communication Strategy

The programming of the Renewable Energy and STEM Center is critical to the effective launch and ongoing success of the project. The AECOM team will utilize techniques that motivate, lead, delegate and report to all College and project stakeholders. Our commitment is to effectively present all issues, listen and act on feedback, while fostering harmony among all team members.

Since communication is critical to successful project performance, ongoing two-way communication for the entire process starts with listening to the College, and being mindful that often times messages sent aren't always the messages received. As much as practically possible, we will encourage clear, face-to-face communications supported by electronic and shared technologies for cost-effective distribution of information. Our commitment is accurate, timely and relevant communication occurring via upward (leadership), downward (project team) and lateral communication channels (community); we will keep information flowing in the right direction.

Challenges and Solutions

A program and building with this level of complexity will have inherent challenges. The AECOM team will address each one beforehand, discussing the impacts and characteristics of such challenges with SCCC stakeholders. Various identified challenges are listed below to include proposed solutions:

Issue: The RFP indicates modest square footage building footprint with significant academic and workforce program requirements.

Proposed Solution: Selection of program and technology models that reconcile with the RFP's stated square footage of approximately 35,000 SF.

Issue: The determination of demand for business incubator vs. business accelerator.

Proposed Solution: We will utilize local economic development and business organizations to determine and validate the optimal value for a business incubator vs. business accelerator model.

Issue: Fee and Budget. The total fee for design, construction, and FF&E will be a challenge for every proposer team. This RFP suggests a large number of materials, components, systems, and aesthetic and performance goals which if all were incorporated would command quite an expense.

Proposed Solution: The AECOM team will work through this challenge by identifying alternative strategies in all facets of the integrated design process and consider options when specifying high performance building components. Our mission will be to leave SCCC with the most closely representative building as described in this RFP, while maintaining the integrity of the budget.

Issue: Developing an Academic Program. Most proposer teams will be made up of highly talented design professionals falling under an array of various disciplines and specialties, and it will be challenging to get the right individuals on-board who can assist SCCC in developing an academic program to meet the standards of the new high performance Renewable Energy and STEM Center.

Proposed Solution: The AECOM team is uniquely positioned to deliver strong results in the department. Project Director Jason Vollen and Janet Mann and Susan Muha from FirstMetrix have expensive experience in academic programming and the research and technologies that are the core content of the Center.

Issue: Passive vs. Active Design Strategies. When designing a high performance building, especially one intended to be net zero, it is a combination of passive and active design strategies that will ultimately lead the project to net zero performance. This combination of design strategies will also have a great impact on cost; typically active systems cost more and utilize energy, therefore meaning a higher EUI to begin with. Passive design strategies take into account siting, massing, local environment constraints, building materials, and more. While passive strategies are useful in getting the EUI down, they don't leave as much room to collect data, analyse and display in the building, also some of these strategies will be challenging to view directly.

Proposed Solution: AECOM has experience and has successfully completed a number of net zero and high performance buildings in the past. Our team understands the challenge to get to net zero and we can design a building with the right combination of both passive and active strategies by leveraging our knowledge of the interplay between passive house principles and active systems so that the goals of SCCC are met.

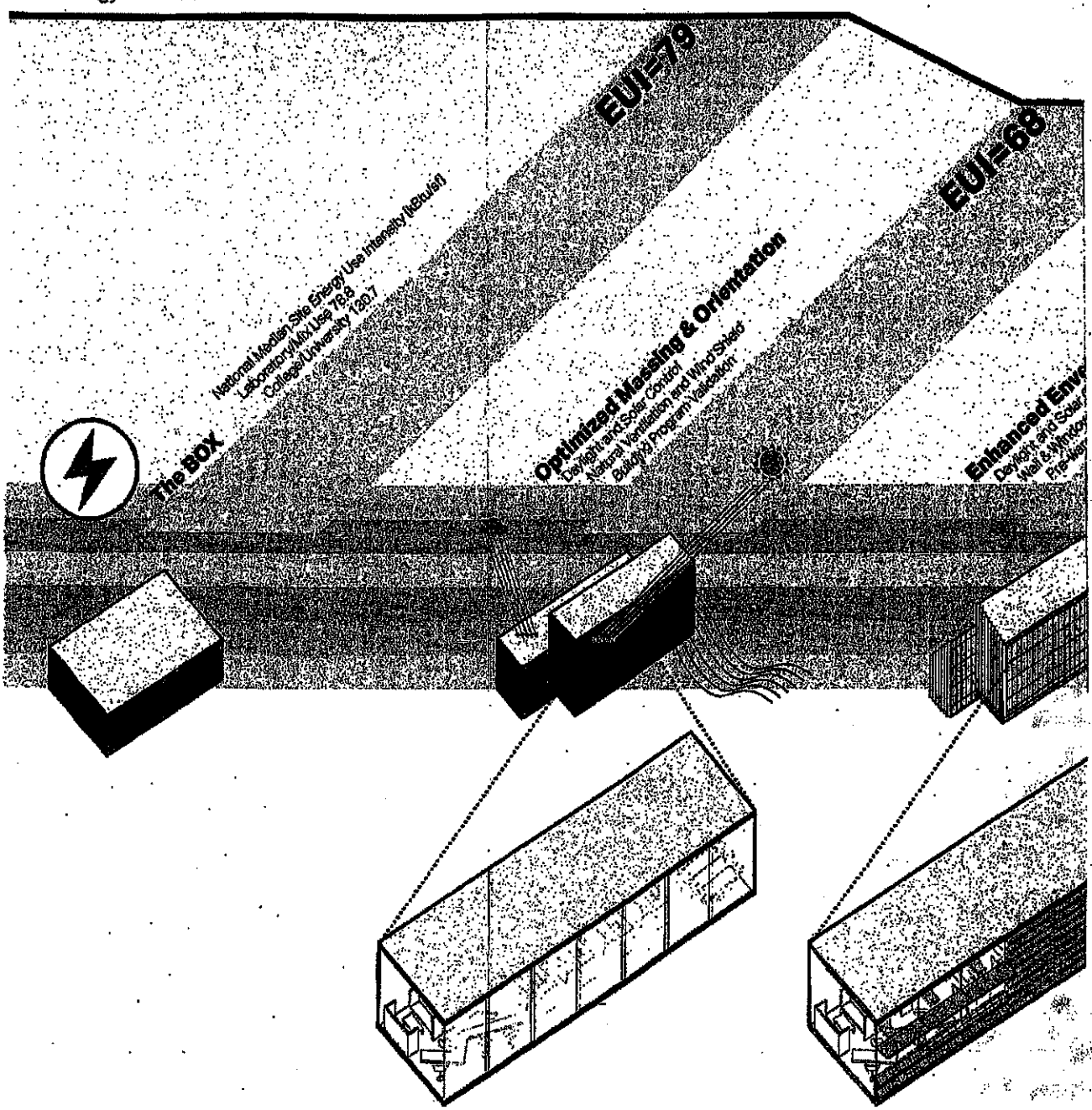
Issue: Program Management & Longer-Term Partnerships. The AECOM team views this project as a unique opportunity to develop not only the Renewable Energy and STEM Center, but to develop a longer term partnership with SCCC. The challenge is having the right expertise to provide consult to SCCC on design approach, building performance strategies and metrics, data collection, interpretation, calibration, and visualization, involvement in the community and commercial sector, and academic program development under one roof and as an experienced integrated team is a rare thing to find.

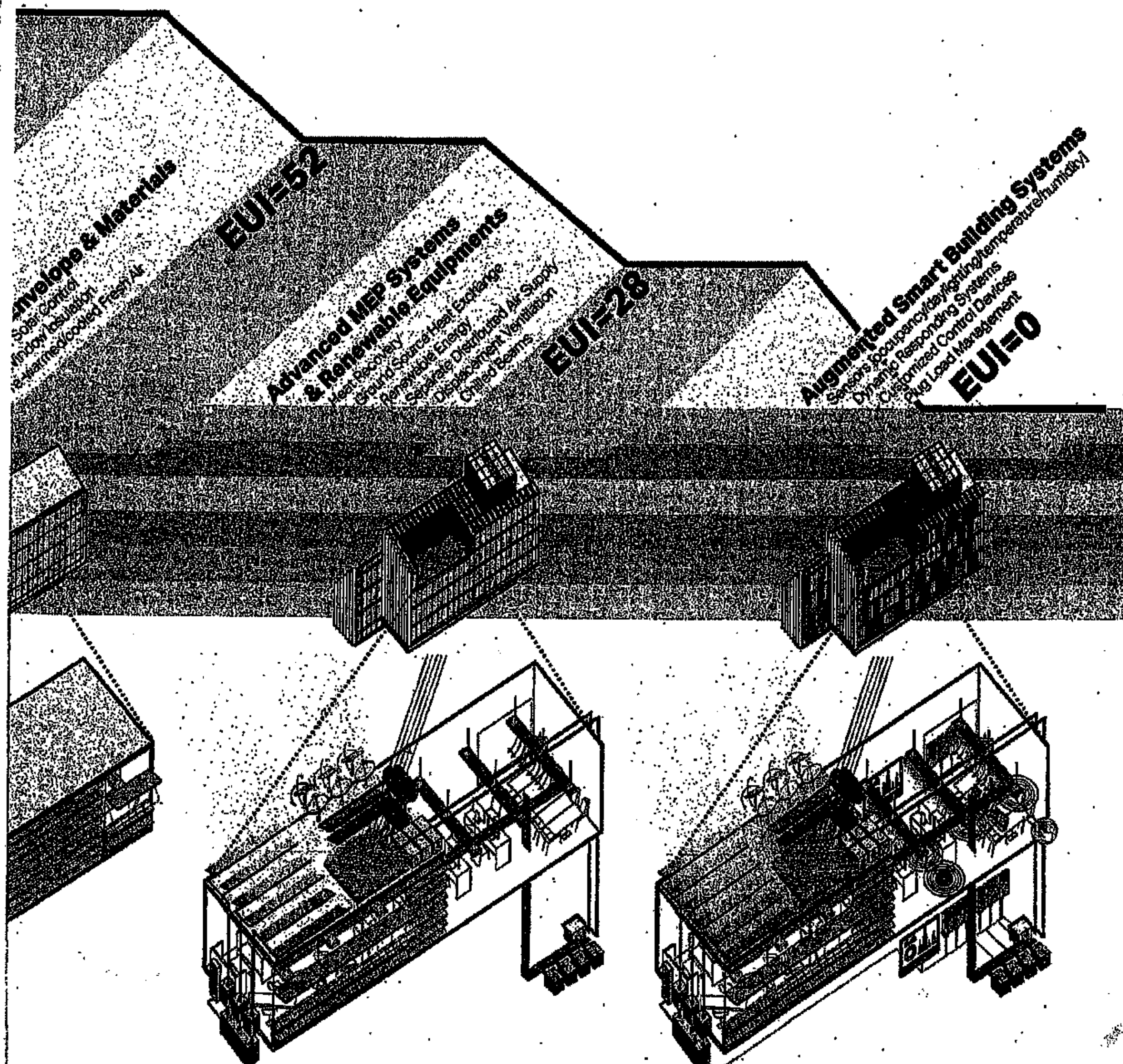
Proposed Solution: The AECOM team has the ability, expertise, and experience to walk step-by-step with SCCC through this project and with future concerns with the building's operation and maintenance over its lifecycle. The AECOM team can provide excellent program management across a wide spectrum thus views the challenge as something commonplace and easily overcome because we have a proven track record for success on very large and challenging technical programs.

Issue: Visual Design Approach and Aesthetics. Finding a balance between 'looking' high performance and 'being' high performance are two different things. The challenge will be designing a building from a technical and performance driven standpoint, but that will be iconic in form and materiality once completed.

Proposed Solution: We will solve this challenge through an honest approach to design where the high performance systems and strategies will inform the building aesthetics. The resultant design and aesthetic appeal of the building will be akin to a finely tuned living machine. The AECOM team has the tools to deliver this type of specialized building program that will create the desired impact SCCC is seeking. Our goal will be to provide SCCC with a renewable energy and high performance legacy, one that is a powerful example within the region and the higher education community.

Energy Use Reduction




nvelope & Materials
Solar Control
Window Insulation
e-warmed/cooled Fresh Air
EUI=52
Advanced MEP Systems
& Renewable Equipments
Heat Recovery
Ground Source Heat Exchange
Renewable Energy
Separate Distributed Air Supply
Displacement Ventilation
Chilled Beams
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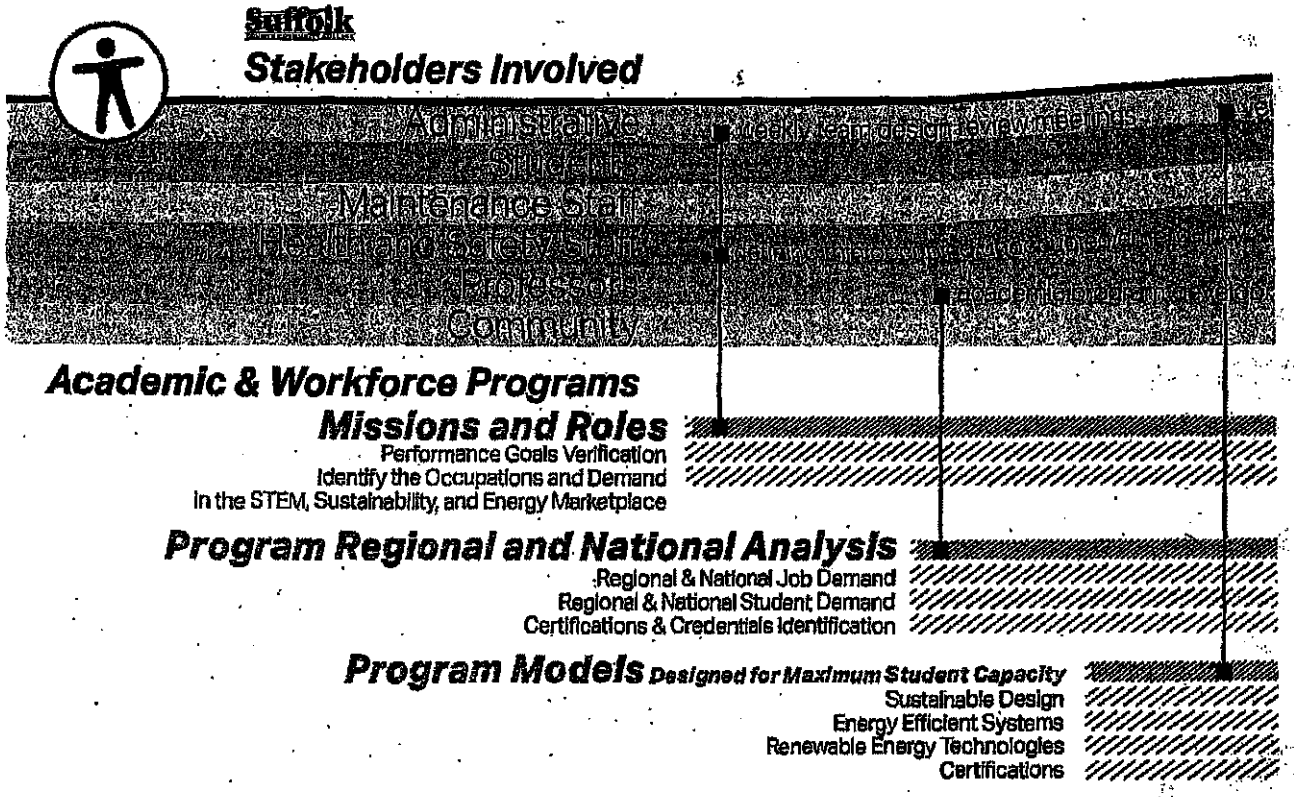
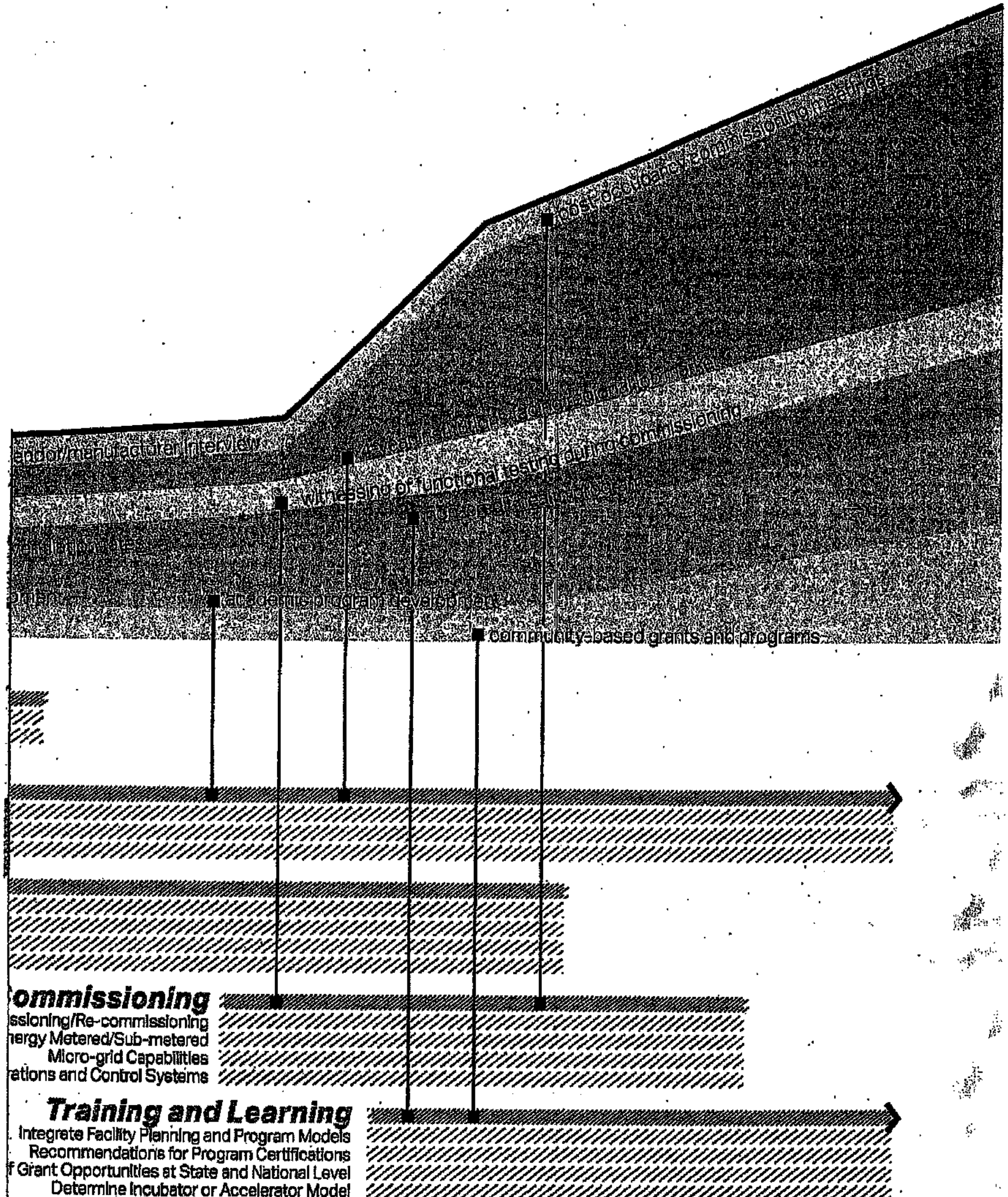
Sensors [occupancy/daylighting/temperature/humidity]
Dynamic Responding Systems
Customized Control Devices
Plug Load Management
EUI=0

Revenue Generation




endor/manufacturer interview
witnessing of functional testing during commissioning
academic program development
community-based grants and programs
ommissioning
ssioning/Re-commissioning
nergy Metered/Sub-metered
Micro-grid Capabilities
rations and Control Systems
Training and Learning
Integrate Facility Planning and Program Models
Recommendations for Program Certifications
f Grant Opportunities at State and National Level
Determine Incubator or Accelerator Model

AECOM

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October 7, 2016

Ms. Beatriz Castaño
Administrative Director of Business Operations
Suffolk County Community College
Ammerman Campus
533 College Road
Selden, NY 11784

Ref: RFP R1600011
Design Services for the Renewable Energy and STEM Center Building

Dear Ms. Castaño,

AECOM acknowledges that, in accordance with the advertised June 23rd, 2016 RFP and subsequent addendums by Suffolk County Community College(SCCC), the approved contract design fixed fee for the above mentioned project is: $900,000.

Per our proposal, The AECOM Team will work with the SCCC to identify additional funds which may be available and could be used to supplement the allocated design fee and construction funding for the project. However, should additional funds not become available, AECOM will work closely with the SCCC during the preliminary design phase of the project to adjust the goals, program, size and features (The Project Vision and Requirements) to align the prescribed construction budget of $17,900,000. AECOM will perform the advertised scope of services for the advertised design fee of $900,000.

Thank you.

Yours Very Truly,

Tom Scerbo, AIA
Project Executive
AECOM

Cc:
Ms. Seema Menon
Associate Administrative Director of Business Operations

End of Text for Exhibit G