Emtec Consultants Professional Engineers, PLLC
Design Air Conditioning Systems

Law No. 13-CC-013

AMENDMENT NO. 3

WHEREAS, **Suffolk County Community College ("College")** and **Emtec Consultants Professional Engineers, PLLC ("Contractor")** entered into an Agreement on September 9, 2011 wherein Contractor agreed to design air conditioning systems for existing buildings on the College's campus located in Selden, New York **("Services")**, which Agreement was thereafter amended by Amendment No. 1 and Amendment No. 2; and

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

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

1) The College and the Contractor agree to extend the term of the Agreement from January 1, 2015 to December 31, 2016 at no additional cost;

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 Addendum as of the latest date written below.

Emtec Consultants Professional Engineers, PLLC
FID # 11-3564875

By: _____
Andrew R. Solano, P.E.
Partner

Date: 6.30.16

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 7/13/16

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel

Date 07/07/16

Approved:
Suffolk County Community College

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

Date: JUL 07 2016

Law No. 13-CC-013
Emtec Consultants Professional Engineers
Amendment No. 2

Amendment No. 2 of Agreement

This is a second amendment to Agreement No. 13-CC-013, last dated September 9, 2011 **(Agreement)** between **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

Emtec Consultants Professional Engineers, PLLC (Consultant), a New York corporation, having its principal office at 3555 Veterans Memorial Highway, Suite M, Ronkonkoma, NY 11779.

The parties hereto desire to amend the Agreement to include the additional design services as described in Exhibit A-1, and to amend the term of the Agreement.

Amended Term of Agreement:	July 14, 2011 through December 31, 2014
Total Cost of Amendment No. 2:	Not to exceed $106,559.00
Terms and Conditions:	Shall be as set forth in Exhibits A through H of the Agreement and Exhibit A-1, attached hereto.

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

Emtec Consultants Professional Engineers, PLLC

By: _____
Andrew R. Solano, PE
Partner

Date: 9.26.13

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 10/2/13

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel

Date: 09/30/13

Approved:

By: _____
Gail E. Vizzini
Vice President for Business
And Financial Affairs

Date: 9/30/13

Recommended:

By: _____
Jon DeMaio
Administrative Director of
Educational Facilities

Date: 9/27/13

Exhibit A-1
Terms and Conditions

WHEREAS, the parties entered into an Agreement (Law No. 13-CC-013), last dated September 9, 2011 for Consultant to design air conditioning systems for existing buildings on the Ammerman Campus, and

WHEREAS, the Agreement was amended on February 10, 2012, to permit Consultant to perform additional design services, and all such design services were satisfactorily completed, and

WHEREAS, College desires Consultant to perform additional design services relating to the plumbing, humidification system and installation of smoke dampers in the Southampton Building, and

WHEREAS, College further desires Consultant to provide design documents relating to the lighting, heating and plumbing of the Riverhead Building, and

WHEREAS, the College further desires Consultant to provide construction inspection services in relation to the additional services detailed herein, and

WHEREAS, an extension of the term of the Agreement is necessary in order to permit satisfactory completion of the additional services described herein.

NOW, THEREFORE, the parties agree that Consultant shall provide the services as described above, and that the term of the Agreement shall be extended to permit the provision of such services.

Except as herein amended, the terms and conditions shall be as set forth in Exhibits A through J as included in the original Agreement (Law No. 13-CC-013).

End of Text of Exhibit A-1

Law No. 13-CC-013
Emtec Consultants Professional Engineers
Amendment No. 1

Amendment No. 1 of Agreement

This is a first amendment to Agreement No. 13-CC-013, last dated September 9, 2011 **(Agreement)** between **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

Emtec Consultants Professional Engineers, PLLC (Consultant), a New York corporation, having its principal office at 3555 Veterans Memorial Highway, Suite M, Ronkonkoma, NY 11779.

The parties hereto desire to amend the Agreement to include the additional documentation as described in Exhibit A-1.

Term of Agreement:	**July 14, 2011 through December 31, 2013**
Total Cost of Agreement:	Not to exceed $35,250.00
Terms and Conditions:	Shall be as set forth in Exhibits A through H of the Agreement and Exhibit A-1, attached hereto.

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

Emtec Consultants Professional Engineers, PLLC

By: _____
Andrew R. Solano, PE
~~Vice President~~ PARTNER

Date: 2.2.12

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 2/10/12

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel

Date: 02/09/12

Approved:

By: _____
James D. Amoroso
Vice President for Business
And Financial Affairs

Date: 2/10/12

Recommended:

By: _____
Jon DeMaio
Administrative Director of
Educational Facilities

Date: 2/9/12

Exhibit A-1
Terms and Conditions

WHEREAS, the parties entered into an Agreement (Law No. 13-CC-013), last dated September 9, 2011 for Consultant to design air conditioning systems for existing buildings on the Ammerman Campus, and

WHEREAS, College desires Consultant to provide a Department of Energy (DOE) approved energy model of the proposed HVAC design in order to obtain a customer rebate form, and

WHEREAS, College also desires Consultant to provide design documents for a new lighting layout including circuiting, fixture specifications, illumination calculations, bid documents etc., and

WHEREAS, Consultant is willing to provide a DOE approved energy model of the proposed HVAC design and to provided additional design documents for a lighting layout,

NOW THEREFORE, the parties agree that Consultant shall provide the services as described above.

Except as herein amended, the terms and conditions shall be as set forth in Exhibits A through J as included in the original Agreement (Law No. 13-CC-013).

End of Text of Exhibit A-1

Rev. 9/7/11; Law No. 13-CC-013
Design of air conditioning systems
Emtec Consultants Professional Engineers, PLLC

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

Emtec Consultants Professional Engineers, PLLC (Consultant), a New York corporation having its principal place of business at 3555 Veterans Memorial Highway, Suite M, Ronkonkoma, NY 11779.

The parties hereto desire for the **Consultant** to design air conditioning systems for existing buildings on the College's campus located in Selden, New York (**Services**).

Term of Agreement:	**July 14, 2011** through **December 31, 2013**
Total Cost of Agreement:	Not to exceed **$339,750.00**
Terms and Conditions:	Shall be as set forth in Exhibits A through J, attached hereto and incorporated herein

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

Emtec Consulting Engineers

By: _____
Andrew R. Solano, PE
FIN# 11-3564875

Date: 9.6.11

Approved as to Legality:
Suffolk County Community College

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

Date: 09/09/11

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 9/9/11

Approved:

By: _____
James D. Amoroso
V.P. for Business and Financial Affairs

Date: 9/9/11

Recommended:

By: _____
Paul Cooper
Executive Director of Facilities
and Technical Services

Date: 9/9/11

List of Exhibits

Exhibit A
General Terms and Conditions

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

Exhibit B
Suffolk County Legislative Requirements

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

Exhibit C
Notices and Contact Persons

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

Exhibit D
Description of Services

Exhibit E
Payment Terms and Conditions

Exhibit G
Project Stages

Exhibit H
Wage Rate Schedule

Exhibit I
Comptroller's Rules and Regulations for Consultant's Agreements

Exhibit A
General Terms and Conditions

Whereas, the College issued an RFP, which was advertised on June 16, 2011; and

Whereas, the Consultant submitted a proposal in response to such RFP on July 14, 2011 and

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

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

1. Consultant Responsibilities

a. Services

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

b. Qualifications and Licenses

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

c. Engineering Certificate

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

2. Term and Termination

a. Term

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

b. Termination for Cause

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

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

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

Iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately.

d. 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.

e. Termination for Convenience

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

f. Payments upon Termination

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

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

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

3. Indemnification

a. General

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

b. Federal Copyright Act

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

4. Insurance

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

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

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

iii. **Worker's Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New

York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

c. The Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.

d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Contractor notice in writing.

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

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-discrimination in Services

During the performance of this Agreement:

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

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

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

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

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

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

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

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

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

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

10. Nonsectarian Declaration

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

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County,, New York or the United States District Court for the Eastern District of New York.

12. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College and/or the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

13. Conflicts of Interest

a. The Consultant agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.

b. The Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Consultant is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

15. Confidentiality

Any records, reports or other documents of the College and/or the County or any of its agencies used by Consultant pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

16. Assignment and Subcontracting

a. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

b. The Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of

any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Consultant shall be responsible for the performance of any subcontractor for the delivery of service.

17. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College and Consultant. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

18. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

19. Publications and Publicity

a. The Consultant shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."

b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

20. Copyrights and Patents

a. Copyrights

If the work of the Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Consultant may secure copyright protection. However, the College and/or the County reserves, and the Consultant hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Consultant may apply for and secure for itself patent protection. However, the College and/or the County reserves, and the Consultant hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and /or the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

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

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

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

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

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

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

2. Living Wage Law

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

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

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

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

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

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

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

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

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

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

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law

No. 52-2006, the Lawful Hiring of Employees Law.

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

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

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk<http://www.co.suffolk.ny.us>. Click on "Laws of Suffolk County" under "Suffolk County Links".

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Notices Relating to Reports, Insurance or Other Submissions

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

For the College:

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

and

For Consultant:

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

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

2. Notices Relating to Payments

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

For the College:

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

and

For Consultant:

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

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

3. **Notices Relating to Termination and/or Litigation**

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

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

For the College and County:

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

and

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

and

For Consultant:

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

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

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

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

End of Text for Exhibit C

Exhibit D
Description of Services

1. Professional Services – See Attachment A

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, plumbing, heating, ventilating, air conditioning, electrical, and other mechanical work, assistance in the drafting of forms of proposals and contracts, the issuance of Certificates for Payment, the keeping of accounts, the general administration of the construction contracts, and the periodic inspection of construction.

b. Consultant shall engage, at its sole expense, subconsultants including, but not limited to, engineers, architects, cost estimators, consultants for kitchens, acoustics, landscaping, and other experts as may be required for the proper performance of the Agreement, but none shall be engaged without the prior written approval of the Vice President for Business and Financial Affairs. Consultant shall be responsible for the performance of the work of all architects, engineers, cost estimators, experts and consultants so engaged by it including maintenance of schedules, correlation of their work and resolution of all differences between them. Consultant shall pay to any such engineers, architects, experts and consultants employed to design any part of the Project, fees commensurate with the professional services rendered by them. It is understood that all subconsultants so engaged by Consultant are employees or subcontractors of Consultant and not of the College or the County and Consultant alone is responsible for their work.

c. Consultant shall inform any architects, engineers, cost estimators, experts or consultants hired by it for this Project fully and completely of all terms and conditions of this Agreement relating either directly or indirectly to the work to be performed and Consultant shall stipulate in each and every subcontract with them that all services performed and materials furnished thereunder shall strictly comply with the requirements of the Agreement.

2. Codes, Regulations and Standards

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

3. Agency Approvals

All drawings, before being submitted to the College for final acceptance, shall be accompanied by all necessary applications, certificates or approvals from all local, County, State, Federal or other municipal agencies, departments, or commissions having jurisdiction over any phase of the work. Prior to submission to such agencies, Consultant shall supply the Vice President for Business and Financial Affairs for review and approval purposes, with five (5) complete sets of drawings and specifications. One (I) set will be returned to Consultant with the tentative acceptance or comments of the Vice President for Business and Financial Affairs.

4. Estimate of Cost

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

5. Coordination of Drawings and Specifications

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

6. Adherence to Approvals

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

7. Deviations from Program

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

8. Proprietary Items

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

9. Documents for Separate Contracts

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

10. Progress Reports

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

11. Existing Conditions

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

12. Budget Estimates and Bids

Consultant shall use its best professional judgment to design the Project within the estimated cost. If, at any stage, the estimate indicates a cost in excess of that approved at an earlier stage, Consultant shall notify the Vice President for Business and Financial Affairs of such

excess and obtain his or her approval in writing therefore before proceeding with the work. It is agreed that Consultant cannot guarantee such estimates; however, should the bids exceed the Construction Cost of the Project as called for in Paragraph One of Exhibit G by more than ten (10) percent, it is understood that Consultant shall revise the contract documents to allow the Project cost to meet the Project budget, without any additional costs to the College.

13. Performance of Work

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

14. Additional Services

When authorized in writing by the Vice President for Business and Financial Affairs, Consultant will furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by the College on a personnel time basis of 2.50 times the direct personnel expense as specified under Paragraph 2 of Exhibit D:

a. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with public works projects.

b. Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction. Significant changes shall as determined by the Vice President for Business and Financial Affairs in writing.

c. Revising previously approved reports, design documents, Drawings or Specifications, when such revisions are due to causes beyond the control of Consultant.

d. Preparing documents for alternate bids requested by the Vice President for Business and Financial Affairs for work which is not executed or documents for out-of-sequence work.

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

f. Services in connection with change orders to reflect changes requested by the College if

the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, as determined by the Vice President for Business and Financial Affairs.

g. Out-of-town travel required of Consultant other than to the project site, County agencies and departments and travel required within New York State for obtaining all necessary permits or approvals from all Town, County, or State departments or agencies having jurisdiction over any phase of the work.

h. Preparing for the Vice President for Business and Financial Affairs, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, Drawings and other data furnished by the Contractors to Consultant and which Consultant considers significant.

i. Preparation of operating and maintenance manuals, extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing), and training personnel for operation and maintenance.

j. Services or consultation after Acceptance of the Project by the College, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any construction contract.

k. Preparing to serve or serving as a witness for the College in any litigation or other proceeding involving the Project.

l. The preparation of an Environmental Impact Statement for the Project for approval by all State, County, and/or Federal regulatory agencies.

End of Text for Exhibit D

Suffolk County Community College
Ammerman Campus
Southampton Building

Technical Approach

The Southampton Building is a 70,944 square foot building constructed in 1972. There are three floors; lower level, main level and upper level. The building contains classrooms, offices, lecture halls, art studios, music rehearsal and recital spaces. A roof top package HVAC unit provides air conditioning to a third floor office suite. Water cooled DX units provide air conditioning to two lecture halls, and a recital hall, window air conditioners provide cooling to classrooms and some offices.
As per RFP the condition of existing equipment are as follows:

- The roof top package unit is about 9 years old
- All air handlers are about 38 years old
- The DX condensing units are about 38 years old
- The cooling tower for the condensing units is about 15 years old and is located in the wrong place as tower discharge drifts over to the outdoor switchgear and emergency generator and causes corrosion, the replacement tower should be placed in a different location.

As per the RFP, the Sketch study stage will require meeting with the College's design committee to determine deficiencies in the existing HVAC systems. Conduct a complete detailed inspection of the existing mechanical systems. Examine existing drawings and documentation. We will also evaluate various methods of providing cooling and dehumidification throughout the building, including but not limited to the following:

- New chilled water systems with individual fan coils in each space to be cooled
- New chilled water systems and the installation of new air handling units that contain chilled water cooling coils
- DX cooling where appropriate
- Heat recovery where appropriate
- Conversion of constant volume air systems to VAV systems
- Variable Refrigerant Volume (VRV) where appropriate

Based on the above options we will provide the following as required by the RFP:

- Detailed evaluation of the cost and benefits of each method
- Work with the design committee to determine the best options for this project
- Produce a complete set of construction drawings and specifications
- Organize and create a complete Operations and Maintenance Manual
- Create a commissioning plan
- Oversee the commissioning of the mechanical/electrical systems that will be performed by third party independent commissioning agent

- Provide system overview training for plant operations staff, training is to include the basis of design for the system, and the rational behind the sequence of operations for each system. Training is to be done in a classroom setting and in the machine rooms

- Organize equipment specific training that will be conducted by the installing contractor and equipment manufacturer

Based on our initial walk thru and review of the drawings provided by SCCC, the Southampton building will be challenging to install new HVAC systems due to the minimum interstitial space available. Carefully coordination with building elements and existing systems that will remain will be required for a successful installation. The majority of the existing mechanical systems are at the end of there useful life and are required to be replaced.

The existing Carrier water cooled chiller model 30HXC96 (90 tons), gas fired hot water boilers, hydronic piping and fin tube radiators shall remain. The existing cooling tower shall be removed and a new cooling tower shall be mounted on a new concrete pad on grade or on top of the existing enclosure. The existing air handlers shall be replaced with new air handlers with chilled and hot water coils. New electronic control valves with sensors shall be provided for the new air handlers. The existing roof ventilators and ductwork that serve the classrooms shall be removed which will allow for space for new ductwork that will be used for ventilation air for each classroom. A dedicated packaged make up air handler shall be provided on the building roof. The new makeup air ductwork will utilize the existing openings where the roof ventilators have been removed where possible.

Existing Offices, conference rooms, classrooms, labs and lectures halls that do not have cooling shall be provided with new cooling only systems. HVAC system may include fan coils suspended overhead in each space within new soffits or VRV systems.

New unitary level controls will be provided for the new HVAC equipment and shall be connected to the existing Johnson Controls front end. All existing controls that are not used shall be removed.

Please find attached preliminary spreadsheet showing our current understanding of existing spaces existing and proposed HVAC systems.

emtec
CONSULTING ENGINEERS

Suffolk County Community College (SCCC)
Ammerman Campus
Riverhead Technology Building

Technical Approach

The Riverhead building is approximately 117,762 square foot building constructed in 1968. There are four floors; lower level, sub plaza level, plaza level and faculty level. The building contains classrooms, lecture halls, computer rooms, offices, the mainframe computer room and a TV studio. According to the RFP, when the building was originally constructed, the building was provided with air conditioning in a few rooms, the TV studio, 2 lecture halls a prep room and the mainframe computer room. Cooling was provided by an 80 ton water cooled chiller in the lower level boiler room. Five air handlers were provided with cooling coils. There are another seven heating only air handlers. Subsequent to the original construction two air cooled roof top chillers were added to provide cooling for some offices, labs and computer rooms. Window air conditioners were installed in approximately 24 classrooms. Ductless split system AC units were installed in a number of office suites. The air conditioning system for the mainframe computer lab was replaced with two computer room AC units with external condensing units. Heating is provided by pre-heat coils and 17 re-heat coils which after 40 years in the air stream may be severely plugged. There is an electric boiler that provides hot water reheat for dehumidification to the TV studio. Controls are a mixture of the original pneumatic control actuators and a Johnson Controls metasys DDC system. The building originally contained manufacturing labs with exhaust hoods that are no longer in use. The large exhaust fans in the boiler room that served these labs shall be removed.

As per RFP the condition of existing equipment are as follows:

- Computer room AC units – two ten ton units one is over 10 years old the other is 2 years old, both function.
- Basement Chiller – Replaced in 2010
- Rooftop Chillers – One replaced in 2008 one is over 10 years old.
- Existing Air Handlers – most are over 40 years old, 2 were replaced in 2007
- Pneumatic compressor – only a few years old
- The electric boiler is over 10 years old and in poor condition
- The cooling tower for the water cooled chiller is old and located so that the discharge from the cooling tower drifts over to the outdoor electrical switchgear and emergency generator and causes severe corrosion, it should be replaced with another tower in a different location.

3555 Veteran's Memorial Highway Suite M Ronkonkoma, NY 11779
Phone. 631.981.3990 Fax. 631.981.3971
www.emtec-engineers.com

As per the RFP, the Sketch study stage will require meeting with the College's design committee to determine deficiencies in the existing HVAC systems. Conduct a complete detailed inspection of the existing mechanical systems. Examine existing drawings and documentation. We will also evaluate various methods of providing cooling and dehumidification throughout the building, including but not limited to the following:

- New chilled water systems with individual fan coils in each space to be cooled.
- New chilled water systems and the installation of new air handling units that contain chilled water cooling coils.
- DX cooling where appropriate.
- Heat recovery where appropriate
- Conversion of constant volume air systems to VAV systems
- Variable Refrigerant Volume (VRV) where appropriate.

Based on the above options we will provide the following as required by the RFP:

- Detailed evaluation of the cost and benefits of each method
- Work with the design committee to determine the best options for this project
- Produce a complete set of construction drawings and specifications.
- Organize and create a complete Operations and Maintenance Manual.
- Create a commissioning plan.
- Oversee the commissioning of the mechanical/electrical systems that will be performed by third party independent commissioning agent.
- Provide system overview training for plant operations staff, training is to include the basis of design for the system, and the rational behind the sequence of operations for each system. Training is to be done in a classroom setting and in the machine rooms.
- Organize equipment specific training that will be conducted by the installing contractor and equipment manufacturer.

Based on our initial walk thru and review of the drawings provided by SCCC, the Riverhead building will be challenging to install new HVAC systems due to the minimum interstitial space available. Carefully coordination with building elements and existing systems that will remain will be required for a successful installation. The majority of the existing mechanical systems are at the end of there useful life and are required to be replaced.

The existing Carrier water cooled chiller on the lower level boiler room and Carrier model 30RBA07054 (70) tons air cooled chiller on the roof, gas fired hot water boilers, hydronic piping, unit ventilators and fin tube radiators shall remain. The existing cooling tower shall be removed and a new cooling tower shall be mounted on a new concrete pad on grade but not in the existing masonry enclosure to avoid condensation on the outdoor electrical switch gear. The existing window AC units shall be removed and reheat coils shall be reviewed for cleaning or replacement where required.

The existing air handlers shall be replaced with new air handlers with chilled and hot water coils except for the two units that were replaced in 2007. The existing electric hot water boiler that serves the TV Studio will be replaced. New electronic control valves with sensors shall be provided for the new air handlers. The existing exhaust fans and ductwork that serve the classrooms shall be removed which will allow for space for new ductwork that can be used for outdoor ventilation air for each classroom. We will review the use of a dedicated packaged make up air handler(s) with heat recovery where existing units cannot provide outdoor ventilation.

Existing Offices, conference rooms, classrooms, labs and lectures halls that do not have cooling, shall be provided with new cooling only systems. HVAC system may include chilled water fan coils suspended overhead in each space within new soffits or DX split systems. We may also review variable refrigerant volume (VRV) systems for classrooms and offices where determined suitable. VRV systems have been successfully installed at other higher education facilities and can provide significant energy savings.

New unitary level controls will be provided for the new HVAC equipment and shall be connected to the existing Johnson Controls front end. All existing controls not used, shall be removed.

Please find attached preliminary spreadsheet showing our current understanding of existing spaces, existing and proposed HVAC systems.

Exhibit E
Payment Terms and Conditions

1. General Payment Terms

a. Consultant shall prepare and present an invoice to the College. Payment will be made within thirty (30) days after approval by the Comptroller of the County of Suffolk. Each invoice submitted for payment shall be accompanied by a certified statement setting forth the name and title of each person who was engaged in each separate project during such month, his or her Hourly Rate of pay, the number of hours worked each day and the amount of compensation earned.

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

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

d. Prior to authorizing payment to Consultant, the College shall perform a thorough review of the work performed by Consultant under this Agreement and shall formally certify, in writing, that Consultant's work has been satisfactorily completed in full compliance with the terms of this Agreement. This certification of compliance shall be included with the standard claim documentation and forwarded to the County Comptroller for claim audit and authorization for payment.

e. From the payments provided for Consultant in this Agreement, Consultant shall pay for all materials and supplies used by Consultant in the performance of the services to be rendered by Consultant or its agents or employees of any kind whatsoever and no extra or additional charges shall be made therefore.

f. When authorized in writing by the Vice President for Business and Financial Affairs, reasonable and normal disbursements by representatives of Consultant in performance of the duties outlined in Paragraph 14 of Exhibit D shall be paid by Consultant and reimbursed by the College pursuant to, and as limited by, the Comptroller's Rules and Regulations for Consultant's Agreements of the Suffolk County Department of Audit and Control, attached hereto as Exhibit I.

g. Consultant shall maintain full and complete books and records of accounts in accordance with accepted accounting practices. Such books and records shall be retained for a period of seven (7) years and shall be available for audit and inspection by the College, County Comptroller or their duly designated representative only to verify that payments were properly made and to verify the nature and extent of costs applicable to services provided under this Agreement.

h. The College may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be the notification of change unless the College grants a further period of time before the date of final payment under this Agreement. No services for which additional compensation will be charged by Consultant shall be furnished without written authorization by the College, which authorization shall include the amount of additional compensation.

i. The acceptance by Consultant of full payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the College and/or the County from all claims and liability to Consultant, its successors, legal representatives and assigns, for anything done or furnished under and by the provisions of this Agreement.

j. No deduction shall be made from Consultant's compensation on account of penalty, liquidated damages or other amounts withheld from payments to the Consultant(s).

k. The payroll costs used as a basis for payment shall mean the direct salaries and wages paid to principals and employees engaged directly on the Project, including, but not limited to, Engineers, Architects, Surveyors, Designers, Draftsmen, Specification Writers, Estimators, and other approved technical personnel.

2. Payment Schedule

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

Phase	Percentage
Programming/Sketch Study	10%
Preliminary Design	15%
Contract Document	50%
Bid and Award	5%
Construction	20%
	100% (base bid)

3. Additional Services

For Additional Services rendered under Paragraph 15a through 15m inclusive of Exhibit D, the basis of payment shall be payroll costs times a factor of 2.50 for services rendered by employees assigned to the Project at regularly established offices of Consultant at the rate set forth in Wage Rate Schedule attached hereinafter. Direct salary as used herein shall be the payroll cost of salaries or wages paid directly to employees of Consultant employed on this Project.

4. Special Consultants

When authorized by the Vice President for Business and Financial Affairs, the College will pay Consultant for services of special consultants in the amount billed to Consultant plus 5% of the billing, plus all of Consultant reimbursable expenses in connection therewith.

5. Consultant's Principals' Time

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

6. Reimbursable Expenses

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

7. Noncompensatory and Minor Changes

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

8. Accounting Practices

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

designated representative, or the Vice President for Business and Financial Affairs or his or her duly designated representative.

9. Wage Rate Schedule

a. Consultant shall prepare and attach to this Agreement, as Exhibit H, at the time of execution thereof, a schedule entitled Wage Rate Schedule listing the various job classifications of the personnel to be used by it on this Project and the maximum hourly wage rate currently in effect for each such job classification. This schedule shall be deemed to be a part of this Agreement.

b. Any wage increase hereafter granted to any employee engaged in this Project and which is charged to the College, shall not exceed the employee's wage rate prevailing at the time of the execution of this Agreement by more than 6% in any one calendar year. In no event shall an employee's wage rate, at any time, exceed the maximum rate for his or her job classification.

c. With respect to any claim for payment submitted for direct salary costs, the certified statement to be attached to such claim form, as herein provided, shall further recite that the hourly wage rate listed for each of the personnel named in the certified statement was the prevailing hourly wage rate for such employee at the time of the execution of this agreement. If any employee so listed had received an increase in his or her wage rate, Consultant shall certify that such increase did not exceed the amount allowable for the year as hereinabove defined.

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

10. Agreement Subject to Appropriation of Funds

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

Costs not to exceed $339,750.00

End of Text for Exhibit E

Exhibit G
Project Stages

Sketch Study Stage

1. **Sketch Study Plans**

   a. Consultant shall consult with the Vice President for Business and Financial Affairs to review the program and ascertain the requirements of the Project and shall advise the Vice President for Business and Financial Affairs and confirm such requirements.

   b. Consultant shall submit sketch study plans and relative cost comparisons and consult with the Vice President for Business and Financial Affairs as often as necessary until one scheme or a combination of schemes is selected.

   c. Consultant shall submit a statement of probable Project construction cost estimate based on current area, volume or other unit costs.

2. **Approval of Sketch Study Plans**: After Sketch Study Plans and Estimate of Cost have been completed by Consultant and approved by the Vice President for Business and Financial Affairs, Consultant shall submit, for record purposes, three sets of the sketch studies.

Preliminary Stage

3. **Preliminary Drawings**: After approval of the study sketches Consultant shall prepare preliminary drawings (consisting of plans, elevations and other drawings to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, type of structural, mechanical and electrical systems and such other work as may be required), and upon completion, shall submit to the Vice President for Business and Financial Affairs for his or her approval, three sets drawn to a scale that best illustrates the Project.

4. **Outline Specifications**: Consultant shall prepare three copies of preliminary outline specifications of the Project, and shall deliver them in the form prescribed by the Vice President for Business and Financial Affairs, giving a general description of each of the divisions of the specifications of the Project, kinds of materials, mechanical and electrical systems and such other work as may be required.

5. **Preliminary Estimate**: Consultant shall prepare and deliver, in a form as prescribed by the Vice President for Business and Financial Affairs, at the time the preliminary drawings are submitted for approval, a detailed Preliminary Estimate of the cost of the construction of the Project. Three copies of the Preliminary Estimate, in an approved form, shall be submitted giving a separate breakdown of cost information for each independent contract required; this estimate shall be subdivided into alterations and additions when applicable. Such estimate shall not include the cost of Consultant fees and expenses or administrative and carrying charges, or the cost of movable furniture and equipment be included. The cost of Special Equipment and Fixed or Built-In Equipment (if any) shall be included.

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

Contract Document Stage

7. **Contract Documents**

a. After the approval of all work performed by Consultant set forth under Preliminary Stage above, it shall proceed with the preparation of the final plans, drawings, specifications and other documents in connection with the Project.

b. Consultant shall prepare from the approved preliminary drawings, working drawings drawn to a scale of not less than 1/8" equals one foot and specifications, setting forth in detail and prescribing the work to be done and the materials, workmanship and equipment required and the necessary bidding information, and General Conditions and Supplementary General Conditions of the Contract.

c. Consultant shall prepare all documents, plans, drawings and specifications for the Project in accordance with the requirements of all Federal, State and Local Municipal Laws or regulations that are applicable on this date, and the requirements of all agencies or regulatory Boards whose rules, codes or specifications must be observed in the construction of this Project.

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

d. All preliminary and final drawings and plans shall be prepared on sheets with dimensions as approved by the Vice President for Business and Financial Affairs. All final plans shall have numeric and graphic scales. Final drawing title sheets and covers for the specifications shall be as approved by the Vice President for Business and Financial Affairs.

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

f. All drawings and specifications submitted to the College for final acceptance shall be accompanied by all necessary applications, certificates, permits or approvals, from all County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Prior to submission to such agencies, however, Consultant shall consult with the Vice President for Business and Financial Affairs as to methods and forms of all documents to be used in such application.

g. After the Contract Documents have been approved by the Vice President for Business and Financial Affairs, Consultant shall prepare and deliver to the Vice President for Business and Financial Affairs all drawings in final form. Consultant shall also prepare and deliver three legible copies of each completed specification describing clearly all the materials, workmanship and labor to be furnished and all addenda thereto.

8. **Final Estimates**: Consultant shall submit a final estimate, original and three copies, summarizing the total estimated cost for each division of the Project.

9. **Requirement for Supplementary Drawings**: If it is discovered that the submitted documents are not complete and it becomes necessary to prepare supplementary drawings and addenda, such supplementary material shall then be submitted pursuant to the aforementioned paragraphs, and at no additional cost to the College.

10. **Reproduction of Drawings**: After the approval by the Vice President for Business and Financial Affairs, and upon delivery of approved tracings, specifications and estimates to the Vice President for Business and Financial Affairs, all prints required in connection with advertising and awarding construction contracts shall either be procured and paid for by the College or procured by Consultant and paid for by the College as a reimbursable expense. The College shall determine which method, depending on the size of the project.

Permitting Stage

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

a. Consultant shall discuss with the College which permits and approvals must be obtained before Consultant makes any submissions to the appropriate agencies.

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

(1) Building Permits for all building renovations and new construction from the Suffolk County Department of Public Works (SCDPW), as defined by the Building Code of New York State, Chapter 1, Section 101. In addition, approval from the Suffolk County Department of Fire, Rescue and Emergency Services (Fire Marshal) must also be obtained. Typically, the SCDPW will forward

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

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

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

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

(5) Any and all required Keyspan approvals, including but not limited to gas supply and connections.

(6) Any and all applicable New York State Department of Environmental Conservation (NYSDEC) approvals.

(7) Any and all applicable Environmental Protection Agency (EPA) approvals.

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

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

d. Any changes or modifications to the contract documents, scope of work or nature of the project required as a result of the various permitting processes shall be documented and summarized by Consultant and presented to the College for review and approval before these changes are made and submitted to the various regulatory agencies. The College reserves the right to request alternate or additional changes to the contract documents if the regulatory review process adversely affects its intended purpose or scope. All these changes shall be made by the Consultant at no additional cost to the College.

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

Bid Stage

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

13. **Receipt of Proposals**: Consultant shall assist the Vice President for Business and Financial Affairs in analyzing Proposals received and make recommendations on the disposition of bids and award of contracts.

Construction Stage

14. **During Construction**:

    a. Consultant shall check and approve samples, schedules, shop drawings and other submissions only for conformance with information given by the Contract Documents, prepare supplementary drawings required for clarification or amplification of the Contract Documents, and assemble written guarantees required of the Contractors.

    b. Consultant shall consult with the Vice President for Business and Financial Affairs prior to preparing all change orders. Upon the Vice President for Business and Financial Affairs' tentative approval, Consultant shall submit all change orders to the Vice President for Business and Financial Affairs for review and approval. The College shall issue all change orders to the construction contractors.

    c. Consultant shall make a minimum of one visit to the site per week (and more if required by job conditions) during the construction phase of the Project, to familiarize itself generally with the progress and quality of the work and to determine in general if the work is in accordance with the Contract Documents. It will not be required to make exhaustive or continuous on-site inspections (except as noted below) to check the quality or quantity of the work and it will not be responsible for the Contractors' failure to carry out the construction work in accordance with the Contract Documents. Consultant shall inform the Vice President for Business and Financial Affairs of the progress of the work through written reports of each Project visitation, and shall endeavor to guard the College against defects and deficiencies in the work of the Contractors, and it may condemn work as failing to conform to the Contract Documents. Based on such observations and the Contractor's Applications for Payment, it shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. These Certificates will constitute a representation to the College, based on its observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate for Payment, Consultant will

also represent to the College that, to the best of its knowledge, information and belief, based on what its observations have revealed, the quality of the work is in accordance with the Contract Documents.

d. Consultant shall review and recommend approval/disapproval regarding suppliers, manufacturers and samples.

e. Consultant shall inspect footing bearing and observe the final concrete reinforcement placement.

f. Consultant shall conduct at least two (2) Job Meetings a month, take minutes, distributing copies to the Vice President for Business and Financial Affairs, the contractors, and to all in attendance, and shall be generally responsible for the administration of the Project.

g. Consultant shall review proposed changes in the work, including thorough review of Contractor's Quotation Forms verifying quantities of materials and labor, prices of materials and labor, contract unit prices, and all other items relating to the costs or credit of the change. If the change is related to an item of work in the area of expertise of a subconsultant (i.e., structural engineer, mechanical engineer, food consultant, etc.) then Consultant shall require and receive its subconsultant's review and written recommendation prior to forwarding it on to the Vice President for Business and Financial Affairs.

h. Consultant shall witness and fully report the results of all Performance Tests required for the Project.

i. Consultant shall conduct inspections to determine the dates of substantial and final completion and issue a final Certificate for Payment.

Commissioning

An independent third party commissioning agent will be retained to commission the project. The consultant will be required, as part of this project, to work with the commissioning agent to

a. Develop specific Commissioning Plans and Specifications.

b. Develop acceptance procedures.

c. Develop training requirements and provide system training.

d. Develop an Operations, Maintenance and Systems Manual.

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

f. Organize As-Built records

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

Operations, Maintenance and Systems Manual

16. 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:

    a. 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.

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

    c. Wiring and control diagrams.

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

    e. 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.

    f. Maintenance and overhaul instructions including lubrication schedules.

    g. Complete annual maintenance schedule.

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

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

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

    k. Installation instructions.

    l. Corrected shop drawings.

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

    n. Copies of warranties.

    o. As built documents.

    p. Control schematics and computer graphics.

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

    r. Initial and final design intent documents.

Training

17. 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:

a. 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.

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

c. Use of reports and logs.

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

e. Design Intent.

f. System operational procedures for all modes of operation.

g. 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.

18. **Clerk of the Works**: The College shall, at its option, maintain a full-time project representative at the site during construction, whose salary shall be paid by the College. It shall be his or her duty to make inspections, maintain records, receive samples, attend job meetings and conferences, coordinate the work of the several prime contractors, and serve as liaison among Contractors, Consultant and College. The Clerk of the Works may not authorize deviations from Contract Documents, expedite Contractor's work, or approve shop drawings or samples.

19. **Shop Drawings**: During the period of actual construction of the Project, Consultant will check and approve shop drawings, receive and approve samples, and attend conferences at the site when required by the Vice President for Business and Financial Affairs. Consultant shall resolve and then acquaint the Vice President for Business and Financial Affairs with details of variations on shop drawings and samples which are observed during the course of checking. Consultant shall enforce all provisions of the construction contract between the College and Contractor with respect to procedure, resubmission of shop drawings, and samples. Consultant shall act promptly upon submission of samples and shop drawings. Consultant shall maintain a log of shop drawing submissions documenting when submissions are received and when they are approved. Consultant shall produce this shop drawing log when required by the Vice President for Business and Financial Affairs. Three approved or approved as noted copies shall be forwarded to the Vice President for Business and Financial Affairs's office.

20. **Submission of Color Schedules**: Consultant shall prepare all supplementary drawings and color schedules necessary to carry out the design features of the Project and shall upon request advise the Vice President for Business and Financial Affairs in design and specification matters. Color schedules shall be submitted for the acceptance of the Vice President for Business and Financial Affairs before issuing same to the construction contractor.

21. **Contractor's Schedule of Values**: Consultant shall examine, adjust and approve schedules of items and cost prepared by Contractors after Contract award, indicating the quantities, unit prices and percentages. The copies of these schedules, thus approved by Consultant and accepted by the Vice President for Business and Financial Affairs, will be the basis of progress payments to each Contractor.

22. **Subcontracts**: Consultant shall review and recommend, for the Vice President for Business and Financial Affairs' approval, the names of all subcontractors submitted by the various prime contractors for the Project. If Consultant is not familiar with a particular subcontractor, supplier, manufacturer, or sample, it shall check out references submitted through the prime contractor so that such recommendation can be made.

23. **Final Acceptance**: Consultant shall prepare completion lists (Punch Lists) when 90% completion of this part of the Project is claimed by the Contractor and again when 100% completion is claimed. Following Contractor's completion of the items outlined in the completion lists, Consultant shall certify substantial compliance with the drawings and specifications. Following the Contractor's 100% completion of the items outlined in the completion lists, Consultant shall certify final compliance with the drawings and specifications.

End of Text of Exhibit G

EXHIBIT I

COUNTY OF SUFFOLK

DEPARTMENT OF AUDIT AND CONTROL

Comptroller's Rules and Regulations

for Consultant's Agreements

REVISION D

EFFECTIVE 6/01/01

JOSEPH SAWICKI, JR.

COUNTY COMPTROLLER

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1. Purpose- This Manual establishes procedures for the reimbursement of expenditures for consultants under contract with the County.

2. Scope- These instructions apply to all County departments and agencies utilizing consultant services.

3. Definitions-

   a. Consultant- An individual or firm engaged to provide outside professional services to Suffolk County departments and agencies.

   b. Consultant's Agreement- A written contract describing the specific services to be rendered by the consultant and the amount and terms of payment for the services to be made by the County. The consultant's agreement shall constitute the sole authorization for payment of claims. The consultant's agreement shall be prepared in accordance with the County Executive's Operating Procedures, SOP #I-05. Non-specific general purpose or lump sum payment agreements are not recommended.

4. Allowable Claims- Only claims which are submitted for expenditures specifically identified in the agreement will be approved for payment. Generally, the agreement will stipulate a maximum fee for services rendered which is based upon a rate per day or per hour. Accordingly, a rate schedule is an integral part of each consultant's agreement. Increases will be allowed only by amendment to the agreement. Out-of-pocket expenditures are reimbursable if it is so stipulated in the consultant's agreement.

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

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

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

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

d. Employee's Overtime Expense Summary, Form A&C 110, (Exhibit D)- The County will reimburse employee overtime expenses only when there is a contractual obligation to do so. The consultant must fill in all applicable information for each day that overtime is claimed.

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

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

6. Out-of-Pocket Expenses- If these expenses are reimbursable under the consultant's agreement, the following rules and guidelines should be considered before incurring such expenses and submitting claims:

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

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

b. Lodgings- Effective January 1, 1987, claims for lodgings will be reimbursed at a rate not to exceed the current maximum reimbursement rate for lodging as established by the U.S. General Services Administration for the New York region as published in the IRS Publication 1542 (2001 rate is $149.00 per diem, including taxes.) Claims for lodgings must be accompanied by paid receipts. Audit and Control should be contacted for the allowable rate for future fiscal periods.

c. Air Fare- Airfare will only be reimbursed at the economy coach rate and a receipt will be necessary. Individuals choosing to fly first class will not be reimbursed for the premium expenses incurred.

d. Mileage- The County will reimburse mileage claims in accordance with the applicable current rate being allowed by the U.S. Internal Revenue Service (2001 rate is $ .34 ½ per mile). Consultant must provide origin, destination and miles traveled for each trip. Audit and Control should be contacted for the allowable rate for future fiscal periods.

e. Taxis- Taxi fares up to $25.00 will be reimbursed based on actual receipt or certified statement. Any taxi expenses in excess of $25.00 per trip will require receipts. Receipts and certified statements shall include origin and destination, as well as the purpose of the trip.

f. Subways and Buses (local)- A certified statement will be adequate documentation for these expenses.

g. Tolls- Receipts or certified statements will be adequate documentation for this expense.

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

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

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

8. Certified Statements- When the consultant incurs minor travel or other out-of-pocket expenses for which receipts are not available, he shall prepare an itemized statement detailing the type and amount of expense, including the time, date, and place incurred. After summarizing expenses claimed, the consultant must add and sign the following certification terminology:
"I DID INCUR THIS EXPENSES AS A RESULT OF BUSINESS CONDUCTED IN RELATION TO THE CONTRACT WITH SUFFOLK COUNTY."

_____
Signature of Authorized Person

EXHIBITS

EXHIBIT A

County of Suffolk, New York - Payment Voucher
P.O. Box 6100, Hauppauge, NY 11788-0099

Payment Voucher # 329252 | Responsible Agcy | Modify #

Date of Record (mm/dd/yy)	Accounting Period (mm/yy)	Budget FY (yy)	Document Total (Include Cents)

Vendor Code (10-1)

Vendor Name

Address

Single Check Indicator (Y/N)	Scheduled Pay Date (mm/dd/yy)	Offset Liability Account (4)

Ln (02)	Reference Document Cd (2) Number (11) Ln (3)	Com Ln # (3)	Invoice Number (12) Ln (3)	Fnd (3)	Agy (3)	Orgn (4)	Sub Org (2)	Acty (4)	Obj (4)	Sub Obj (2)	Repr Cat (4)	Capital Project # (8)
01												
02												
03												
04												
05												

Rev (4)	BS Acct (4)	Description (17)	Amount (Include Cents)	I/D	P/F

Additional Comments

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

SIGNED DATE TITLE

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

PAYEE'S SIGNATURE TITLE NAME OF COMPANY

Form PV Original Audit & Control Yellow Copy Department Accounting

EXHIBIT B
COUNTY OF SUFFOLK
COUNSULTANT'S TIME SUMMARY
DEPARTMENT OF AUDIT & CONTROL – FORM A&C 108

CONSULTANT'S NAME_____ PERIOD BEGINNING_____ PERIOD ENDING_____

Name of Staff Member	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TOTAL HOURS	RATE PER HR	TOTAL DUE
	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				

EXHIBIT C

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

CONSULTANT'S NAME_____ PERIOD BEGINNING_____ PERIOD ENDING_____

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

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

TOTAL REIMBURSABLE CONSULTANT TIME: $

AUTHORIZED SIGNATURE _____

EXHIBIT D

EMPLOYEE'S OVERTIME EXPENSE SUMMARY

(Submit with Consultant's Expense Summary)

Department of Audit and Control - FORM A&C 110

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

OTHER REIMBURSABLE OVERTIME EXPENSES

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

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

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

Consultant's Name_____

Authorized Signature_____

FORM A&C 110