AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and **RDA Landscape Architecture, P.C. ("Consultant")** entered into an Agreement on March 23, 2017 wherein Consultant agreed to design Grant Funded Green Roofs on two College buildings, located on the Ammerman Campus and the Eastern Campus **("Services")**; and

WHEREAS, the College desires to extend the Agreement upon the same terms, conditions and cost as the original Agreement, and to supplement certain provisions thereof.

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

1) The term of the Agreement shall be extended beginning **March 20, 2018 through May 23, 2019**;

2) The certificate of liability insurance to be provided to the College, as required by paragraph 4 of the Agreement, shall make reference to the above-indicated Contract No. and Project Name;

3) **College's Non-Discrimination Notice**

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

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

Civil Rights Compliance Officers:

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

or

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

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

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

RDA Landscape Architecture, P.C.
FID #: 27-4409801

By: _____
Robert S. Retnauer, RLA, ASLA
Principal Landscape Architect & President

Date: 3/27/18

Suffolk County Community College

By: _____
~~Dr. Shaun L. McKay~~
E.V. President

Date: 04/03/18

Approved as to Legality:
Suffolk County Community College

By: _____
~~Louis J. Petrizzo~~ Ashley Pope
College General Counsel ~~/ Executive V.P.~~
Deputy

Date: 4/3/18

Approved:
Suffolk County Community College

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

Date: 4-3-18

CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement") is 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

RDA Landscape Architecture, P.C. ("Consultant"), a New York corporation having its principal place of business at 220 Lake Avenue, Suite 2, Saint James, NY 11780.

The parties hereto desire for the **Consultant** to design Grant Funded Green Roofs on two College buildings, located on the Ammerman Campus and the Eastern Campus, in accordance with the bid terms, conditions and specifications as more fully described in Exhibit D, annexed hereto **("Services")**.

Term of Agreement:	**March 20, 2017 through March 19, 2018**
Total Cost of Agreement:	Not to exceed **$14,500.00**, as set forth in Exhibit F
Terms and Conditions:	Shall be as set forth in Exhibits A through F, attached hereto and incorporated herein

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

RDA Landscape Architecture, P.C.
FID #: 27-4409801

By: _____
Robert S. Rethauer, RLA, ASLA
Principal Landscape Architect & President

Date: 3/21/17

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 3/23/17

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel

Date: 03/23/17

Approved:

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

Date: MAR 23 2017

List of Exhibits

Exhibit A
General Terms and Conditions

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

Exhibit B
Suffolk County Legislative Requirements

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

Exhibit C
Notices and Contact Persons

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

Exhibit D
Description of Services

Exhibit E
Payment Terms and Conditions

Exhibit F
College's Request for Proposals

Exhibit A
General Terms and Conditions

Whereas, the Consultant submitted a proposal in response to the College's Request for Proposals ("RFP") on February 24, 2017, and

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

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

1. Consultant Responsibilities

a. Services

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

b. Qualifications and Licenses

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

c. Engineering Certificate

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

2. Term and Termination

a. Term

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

b. Termination for Cause

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

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

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

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

c. Termination for Emergencies

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

d. Termination for Convenience

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

e. Payments upon Termination

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

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

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

3. Indemnification

a. General

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

b. Federal Copyright Act

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

4. Insurance

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

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

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

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

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

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

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

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 Consultant notice in writing.

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

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

During the performance of this Agreement:

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

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

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

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

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

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

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

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

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

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

10. Nonsectarian Declaration

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

11. Governing Law

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

12. No Implied Waiver

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

13. Conflicts of Interest

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

b. The Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Consultant is retained on behalf of the College. The determination as to whether

or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

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

15. Confidentiality

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

16. Assignment and Subcontracting

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

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

17. No Intended Third Party Beneficiaries

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

18. Certification as to Relationships

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

19. Publications and Publicity

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

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

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

20. Copyrights and Patents

a. Copyrights

If the work of the Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Consultant may secure copyright protection. However, the College reserves, and the Consultant hereby gives to the College, and to any other municipality or government agency or body designated by the College, 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 reserves, and the Consultant hereby gives to the College, and to any other municipality or government agency or body designated by the College, 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 Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. The Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

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

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

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

2. Living Wage Law

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

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

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

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

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

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

a. The Consultant shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Consultant for any costs incurred to assist, promote, or deter union organizing.

c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

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

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

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

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

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Suffolk County Local Laws

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

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Notices Relating to Reports, Insurance or Other Submissions

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

For the College:

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

and

For Consultant:

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

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

3. Notices Relating to Termination and/or Litigation

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

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

For the College and County:

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

and

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

For Consultant:

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

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

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

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

End of Text for Exhibit C

Exhibit D
Description of Services

1. Professional Services

Consultant shall provide design services in connection with the design of Grant Funded Green Roofs on two College buildings, located on the Ammerman Campus and Eastern Campus, in accordance with the College's RFP (Exhibit F), which includes Consultant's Proposal (Attachment 1, annexed hereto).

a. The services of Consultant shall consist of the necessary and usual architectural and engineering services including, conferences, cost estimates, the design and preparation of schematic and preliminary studies, working drawings, specifications, large scale and full size detail drawings, for architectural, site work, structural, and any mechanical work, the issuance of Certificates for Payment, the keeping of accounts, the general administration of the construction contracts, and the periodic inspection of construction.

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

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

2. Codes, Regulations and Standards

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

3. Agency Approvals

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

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

4. Estimate of Cost

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

5. Adherence to Approvals

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

6. Deviations from Program

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

7. Proprietary Items

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

8. Budget Estimates and Bids

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

9. Performance of Work

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

10. Consultant's Proposal

[See ATTACHMENT 1, annexed hereto]

RDA LANDSCAPE ARCHITECTURE, PC
220 Lake Ave., Suite 2
Saint James, New York 11780
Tel: (631) 979-5600 · Fax: (631) 979-8590
E-mail: info@rdala.com · Web Site: www.rdala.com

February 24, 2017

Mr. Nicholas Palumbo, Executive Director of Sustainability Programs
Suffolk County Community College
533 College Road
Selden, NY 11784-2899

RE: Design of Two Grant Funded Green Roofs for Suffolk County Community College

Nick:

Thank you for the invitation to submit a proposal to work with Suffolk County Community College on the design of Two Grant Funded Green Roofs at the Ammerman and Riverhead campuses. The following is our Proposal to provide services for the above noted project. Included with this submission is a copy of our current RDA Brochure, resumes and an Insurance Certificate.

1. GENERAL COMPANY INFORMATION

RDA Landscape Architecture, PC develops creative and intelligent site planning, green infrastructure, sports design and landscape design solutions that define the outdoor places and spaces where we live, learn, work and play. We strive to enhance the quality of life in our communities by improving the way in which people interact with and within the environment and by reducing the negative impact that human use has upon the landscape.

Name:	RDA Landscape Architecture, PC
Address:	220 Lake Ave., St. James, NY 11780
Phone:	(631) 979-5600
E-mail:	br@rdala.com (Bob Retnauer, RLA)
Web Site:	www.rdala.com
Firm Founded:	2001
Type of Firm:	Small-sized Landscape Architecture & Site Planning firm who concentrates on public site and landscape design.
Contact:	Bob Retnauer, RLA, ASLA, Principal
NYS License:	Registered Landscape Architect, #1504 (Robert S. Retnauer)

2. COMPANY HISTORY

Founded in 2001, RDA is led by Robert Retnauer, RLA, ASLA, who has over 25 years' experience in site, sports and landscape design. Clients include Architects, Engineers, schools and universities, real estate developers, municipalities, health & hospitality facilities and cultural institutions. Projects include educational campuses, residential & rental communities, commercial businesses, libraries, corporate offices, track and field facilities, athletic fields, sports courts and public streetscapes.

RDA has completed or is currently working on various projects on the three Suffolk Community College campuses including the new Learning Resource Center at Brentwood, the Health and Wellness Center at Riverhead and a series of green infrastructure grant projects at Brentwood and Selden. RDA has also worked on similar green infrastructure projects at Queens College including rain gardens and permeable pavers. We also have a green roof under construction for AvalonBay Communities at a new luxury apartment complex in Great Neck.

3. TECHNICAL APPROACH

Based on our previous work with the Grant application, RDA proposes the following process and sequence of work:

- Lindsay Science Building, Selden

  The existing roof area at the Lindsay Science Building has already been designed to accept an extensive green roof system such as a sedum tray system. Depending on the cross-section of the roof and how much of a drop there is from the doorway down to the roof surface, the trays can be built up using layers of permeable or impermeable foam, and then pitched towards the roof drains. Care must be taken to ensure enough weight in the trays to hold down the entire system during times of high winds.

  There are also many proprietary systems that provide ballast and drainage and RDA will review these with the College to determine the most cost efficient system for the existing roof.

  Access out onto the roof may be provided by a raised pedestal paver path or some other type of walking surface to allow users and maintenance personnel into the planted areas.

  RDA will also investigate and possibly propose installing a scientific monitoring system that electronically provides temperature and moisture readings of the roof surface and plantings. This system could easily be incorporated into a science class curriculum.

  RDA will also help develop and design interpretive signage that will describe the processes and benefits of green roofs. These signs may be located on the roof and also at ground level to encourage people to explore the rooftop.

- Peconic Building, Riverhead

  As part of our due diligence, RDA and our Structural Engineer will visually inspect the roof over the loading dock area and develop applicable loading calculations. Once the loading calcs are determined, RDA will develop the cross section for the green roof materials.

  Design, access, signage and monitoring will be similar to that at the Lindsay Science Building.

Sequence of Work:

Based on completion dates listed in the RFP, RDA proposes the following schedule (**please note that this schedule is subject to adjustment based on time and weather constraints):

- Qualification and Proposal Packages Due: February 27, 2017
- Selection and Award of Consultant Contract: March 27, 2017
- Start of Consultant Services: April 3, 2017
- Completion of Programming/Sketch Study Phase May 1, 2017
- Completion of Preliminary Design: June 5, 2017
- Completion of Contract Document Phase July 9, 2017
- Bid and Award of Construction Contracts: September 5, 2017

- Start of Construction — September 11, 2017
- Completion of Construction — November, 2017

4. EXPERTISE OF COMPANY

RDA is particularly suited to work with the College on this project based on our experience and values as follows:

- **Experience with similar projects**: RDA previously worked with Suffolk County Community College on the successful GIGP Application for these Green Roofs. RDA has also developed plans and specifications for similar green roof projects including Avalon @ Great Neck Apartments, which is currently under construction.

- **Hands-on Principal Landscape Architect**: Bob Retnauer is a working Principal and the College will benefit from having a hands-on Principal Landscape Architect working on the project.

- **Communication**: We are committed to building strong and long-lasting Client relationships based on transparent communication, trust, honesty and integrity. We listen to and respond to the needs of our Clients, treating them as collaborative partners.

- **Interaction**: Whether we are part of a team effort or working singly with a Client, we are committed to a dynamic and interactive approach to planning and design.

- **Perspective**: We are committed to helping our Clients see and understand their project in different ways in order to create the best possible solutions.

- **Innovation**: We strive to generate excitement about a project through innovative ideas and concepts and let this enthusiasm guide us and our Clients through the design process and beyond.

- See attached brochure and project pages for project examples.

Similar Project Experience: The following are recent similar project examples by RDA Landscape Architecture:

- Suffolk County Community College, Selden, Brentwood & Riverhead, NY
  - Preparation of design support material for a NYS EC GIGP Grant application for green roofs at three campus buildings.

- Suffolk County Community College, Brentwood, NY
  - Design of green roof for new LRC Building (currently under construction)

- AvalonBay @ Great Neck, Flushing, NY
  - Design of site and rooftop landscape at new apartment complex (under construction)

- AvalonBay @ Rockville Centre II, Rockville Centre, NY
  - Design of pool and rooftop landscape at new apartment complex (under construction)

References: The following are three references with contact information:

Mr. Paul Cooper, Exec. Dir. of Facilities/Technical Support
Suffolk County Community College
533 College Road

Selden, NY 11784-2899
Tel: (631) 451-4445
E-mail: cooperp@sunysuffolk.edu

Mr. Christopher Capece, Senior Development Director
AvalonBay Communities, Inc.
58 South Service Road, Suite 303
Melville, NY 11747
Tel: (516) 501-6004
E-mail: ccapece@avalonbay.com

Mr. Jorge E. Yafar RA, LEED AP BD+C, Project Manager - Campus Planning, Design and Construction
Queens College
65-30 Kissena Blvd., Kiely Hall 706
Queens, NY 11367
Tel: (718) 997-2853
E-mail: Jorge.Yafar@qc.cuny.edu

Team Members:
The RDA team includes the following people – see attached resumes for principal team members.

- Robert S. Retnauer, RLA, ASLA – Principal Landscape Architect
- Tahir Qureshi, PE, Structural Engineer
- Gregory Parisi, BSLA, Design Associate

5. **SCOPE OF WORK**
   A. Selected consultant will have complete responsibility for development of design documents including specification of plant materials, assessment of structural roof loading, drainage systems, and all required ancillary systems such as access walkways, etc. Use of lightweight, modular, pre-planted, containerized systems are acceptable as appropriate. Additionally, the design team will be responsible for design of interpretive signage at each green roof location as per grant application, and serve as a resource to the college during the construction bid and installation phases.

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

      - Programming/Sketch Study
      - Contract Document
      - Permitting
      - Bid and Award
      - Construction

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

   D. **Programming/Sketch Study Phase**
      - Consultant shall do the following:

         - Survey existing conditions.
         - Review existing site drawings, roof and structural plans.

- Arrange for any additionally required structural/roof loading analysis; costs associated with this analysis should be included in the proposal.
- Produce a conceptual designs for the 2 project locations.
- Assist Suffolk County Community College in all matters related to Grant funding by providing any documentation required by the NYS Environmental Facilities Corporation and any other agencies having jurisdiction.
- Meet frequently with College Administrative personnel to review project scope, develop alternatives, prepare cost estimates, sketches of proposed schemes, and construction schedules.
- Submit to the College for review and comment four sets of a report setting forth the findings, recommendations, proposed schemes, sketches, cost comparisons and estimates, and construction schedules. The College shall review the report to select alternatives, re-defining the project scope if needed, and critique cost estimates and construction schedules. Consultant shall make changes requested by the College and submit four sets of drawings for final approval.

E. Contract Documents

- Meet with College personnel to review project scope.

- Provide a code analysis for review by the College if needed.

- Upon approval of the College, prepare quality contract drawings and specifications required for the project. The drawings shall be prepared in sufficient detail, as acceptable to the College, to demonstrate code compliance and illustrate the work. Drawings shall reflect necessary project phasing to maintain occupancy and educational usage of portions of the campus during construction. Drawings shall be prepared on 30 by 42-inch sheets (E-size) utilizing a computer aided drafting and design (CADD) system equal to or compatible with AutoCad Release 2010 (or later). Detailed technical specifications shall be written in CSI format. Specifications shall be typed either in Microsoft Word, or a compatible format. Specifications shall be merged with the College Project Manual.

- Drawings and specifications shall be prepared in compliance with all applicable Federal, state and local codes including but not limited to Wick's Law, if applicable, the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York State, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency, and the codes and standards of ANSI, ASTM, NEMA, NFPA, IEEE, and other nationally recognized associations. Any required tests and inspections shall be incorporated into the contract documents.

- The College shall review the submissions advising Consultant of required changes and revisions.

- Each drawing and specification submission shall be accompanied with a detailed cost estimate of increasing accuracy reflecting the greater level of detail contained in the drawing and specification submissions. The design shall be adjusted to ensure that project cost remains within the project budget.

- Final submission of contract documents to the College shall include two (2) sets of full size drawings; one half-size bound drawing set; one electronic copy of all drawing files; two (2) sets of

specifications; one electronic copy of the specifications; and one electronic copy of the College Project Manual.

F. Bid and Award Phase

- Attend pre-bid meetings to describe and discuss the project with perspective Bidders and gather any questions or issues raised by prospective Bidders. Consultant is required to provide all responses or changes to the bid documents in writing to the College's Procurement Office who will be responsible for the issuance of all addenda.
- Assist the College in review of bid responses for conformance with bid requirements.
- Upon receipt of acceptable bids, Consultant shall review the qualifications of the lowest responsible bidder and make recommendations for award.

G. Construction Stage

- Make site visits to review construction/installation in progress.
- Identify non-compliant conditions and recommend immediate corrective actions.
- Review and approve schedules and shop drawings for conformance with the Contract Documents. Provide the College with one hard copy and one electronic copy of all approved shop drawings.
- Prepare supplemental and explanatory drawings and sketches as required to clarify or amplify the Contract Documents.
- Review and approve periodic payment requests.
- Review change orders and provide the College an analysis and recommendation for acceptance, modification or rejection of each change order.
- At substantial completion, prepare punch-lists of incorrect or incomplete work. Make final inspections to insure that all work has been completed.
- Assemble written guaranties, warrantees and manuals from the contractors and submit to the College.
- Review and approve the "as-built" drawings prepared by the contractors. If requested, Consultant shall provide electronic copies of the design drawings in CAD format to contractors so that as-built drawings may be generated.
- Provide written certification that the work is in accordance with the Building Code of New York State.

H. Permitting

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

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

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

  (1) Building Permits for all building renovations and new construction from the local authority having jurisdiction, as defined by the Building Code of New York State, Chapter 1, Section 101. In addition, approval from the Suffolk County Department of Fire, Rescue and Emergency Services (Fire Marshal) must also be obtained. Consultant shall be responsible for obtaining all permits and approvals. Approvals for all projects must be obtained from the Fire Marshall even if building permits are not required.

  Consultants shall complete the OGS 2010 Code Compliance Review Checklist as required by the local authority having jurisdiction and include the checklist with the building permit submission. All code compliance drawings shall follow the preferred format of the local authority having jurisdiction. In addition, construction projects that exceed $1,000,000 shall comply with Local County Resolution No. 126-2006, "Implementing Leadership in Energy and Environment Design (LEED) Program for Future County Construction Projects". The SCDPW is the agency that enforces the LEED standards. Consultant shall be responsible for determining the applicability of this legislation given the nature of the construction.

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

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

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

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

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

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

  (8) Any and all required Pine Barrens Commission approvals.

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

- 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.

- 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.

- 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.

COST PROPOSAL

RDA proposes a Not-to-Exceed price of **$14,500** which includes the design and construction admin. scope as denoted above, consulting services of our Structural Engineer and design of interpretive signage. Following is a breakdown of projected task hours used to determine a maximum price.

Team Member Hourly Rates

- Robert S. Retnauer, RLA, ASLA (RSR): $135 per hour
- Tahir Qureshi, PE, Civil Engineer (TQ): $135 per hour
- Gregory Parisi, BSLA, Design Associate (GP): $95 per hour

Projected Hours to Determine Not-To-Exceed Fee

Work Phase	*RSR*	*TQ*	*GP*
Site Reconn. & Analysis	3	11	6
Design	4	8	7
Construc. Docs.	16	4	36
Bidding	2	-	4
Construction Admin.	15	-	10
Total hours:	40	23	63

ADDITIONAL SERVICES: Time spent on changes or revisions after approval of the plans and specifications or major changes made during construction requested in writing by the Client shall be compensated at the hourly rates listed above or as mutually agreed.

REIMBURSABLE EXPENSES: The above Not-to-Exceed price includes up to $500 for reimbursable expenses for printing, mailings, etc.

INSURANCE

See attached Certificate of Insurance for type and coverage.

In summary, the RDA team has the green roof, planning and engineering experience, local site and microclimate knowledge and creative team members to provide comprehensive and successful services to further enhance the SCCC Selden campuses. We appreciate this opportunity to present our qualifications and fee proposal and look forward to providing our expertise.

Sincerely,

Bob Retnauer

Bob Retnauer, RLA
Principal Landscape Architect

Sent via e-mail only

End of Text for Exhibit D

Exhibit E
Payment Terms and Conditions

1. General Payment Terms

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

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

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

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

2. Limit of College's Obligations

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

Cost not to exceed **$14,500.00**

3. Consultant's Cost Proposal

[See ATTACHMENT 2, annexed hereto]

ATTACHMENT 2
Consultant's Cost Proposal

COST PROPOSAL

RDA proposes a Not-to-Exceed price of **$14,500** which includes the design and construction admin. scope as denoted above, consulting services of our Structural Engineer and design of interpretive signage. Following is a breakdown of projected task hours used to determine a maximum price.

Team Member Hourly Rates

- Robert S. Retnauer, RLA, ASLA (RSR): $135 per hour
- Tahir Qureshi, PE, Civil Engineer (TQ): $135 per hour
- Gregory Parisi, BSLA, Design Associate (GP): $95 per hour

Projected Hours to Determine Not-To-Exceed Fee

Work Phase	*RSR*	*TQ*	*GP*
Site Reconn. & Analysis	3	11	6
Design	4	8	7
Construc. Docs.	16	4	36
Bidding	2	-	4
Construction Admin.	15	-	10
Total hours:	40	23	63

ADDITIONAL SERVICES: Time spent on changes or revisions after approval of the plans and specifications or major changes made during construction requested in writing by the Client shall be compensated at the hourly rates listed above or as mutually agreed.

REIMBURSABLE EXPENSES: The above Not-to-Exceed price includes up to $500 for reimbursable expenses for printing, mailings, etc.

End of Text for Exhibit E

EXHIBIT F
College's Request for Proposals

Design of Two Grant Funded Green Roofs
For Suffolk County Community College

Purpose of RFP

Suffolk County Community College invites proposals from qualified companies to design Green/Living roof installations at two college buildings. One will be located at the Peconic Building on the Eastern Campus in Riverhead, and one will be located at the William J. Lindsay Building on the Ammerman Campus in Selden. A third green roof at the new Learning Resource Center on the Michael J. Grant Campus in Brentwood is currently under construction. Although this project is also being supported by grant funding, no design services are specifically required in connection with this project. Limited professional consultation may, however, be requested on an as needed basis.

Selection Process

The College will evaluate the submissions and an award will be made to the qualified proposer with the lowest costs.

General Information/Company History

In your proposal please provide the Company name, e-mail, main address and all branch office addresses; year Company was founded; total number of employees and total number of licensed professionals; and location(s) from which services will be performed.

Technical Approach

Briefly summarize how you will respond to the specific project scope of work, and discuss any specific or special qualifications for this project. Clearly state your strategy to meeting the timeline required for this project.

Expertise of Company, including Qualifications and Experience of Personnel

Briefly describe your Company's experience in providing services and products similar to those requested in this RFP, particularly any site infrastructure projects for governmental entities, colleges or universities specifically involving the design of Green/Living Roofs, and sustainable design. Provide project references.

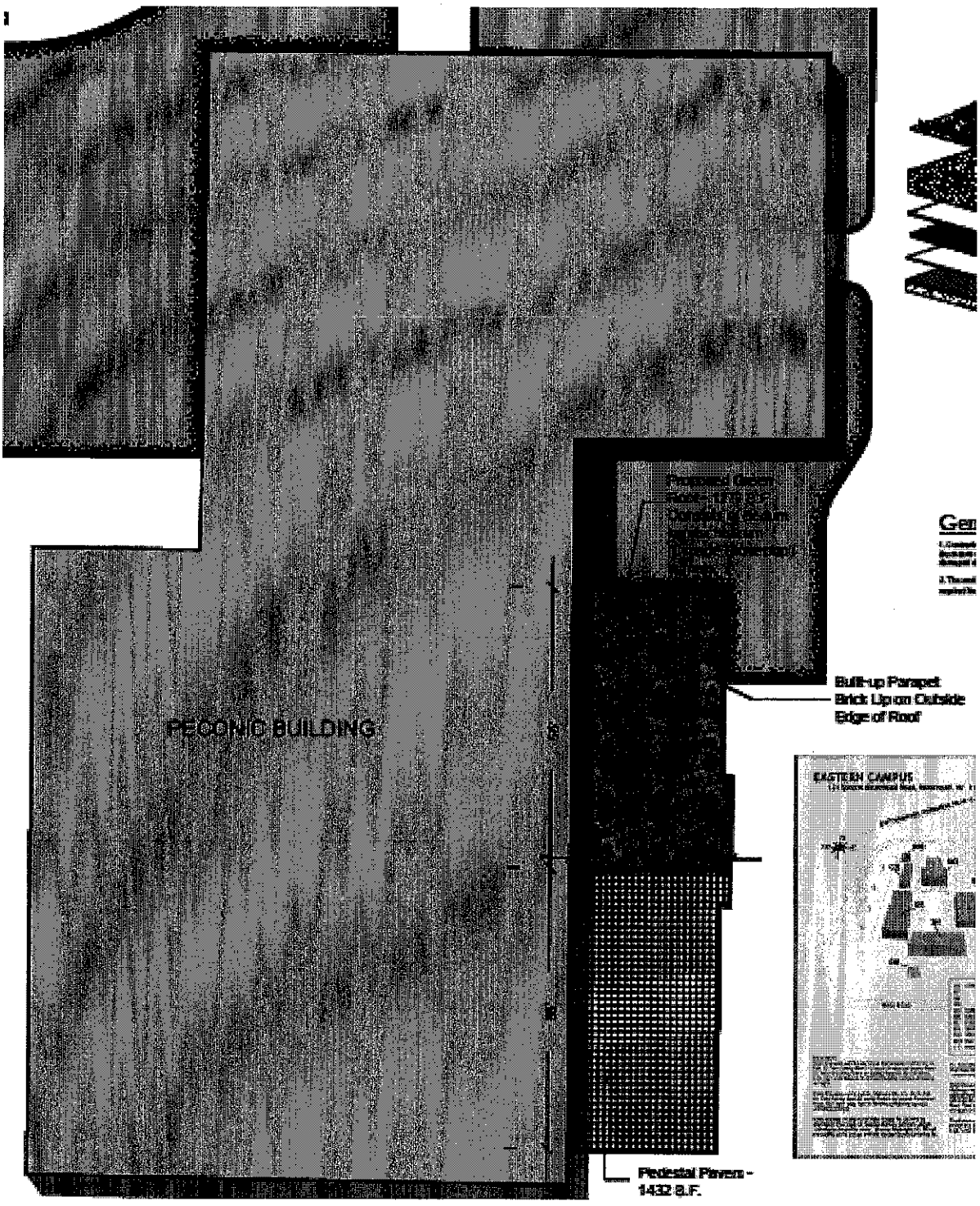
Briefly describe the qualifications and background of your staff, insofar as they relate to this project. Provide the title and role of each team member who will be assigned to this project, including principals.

Project Scope

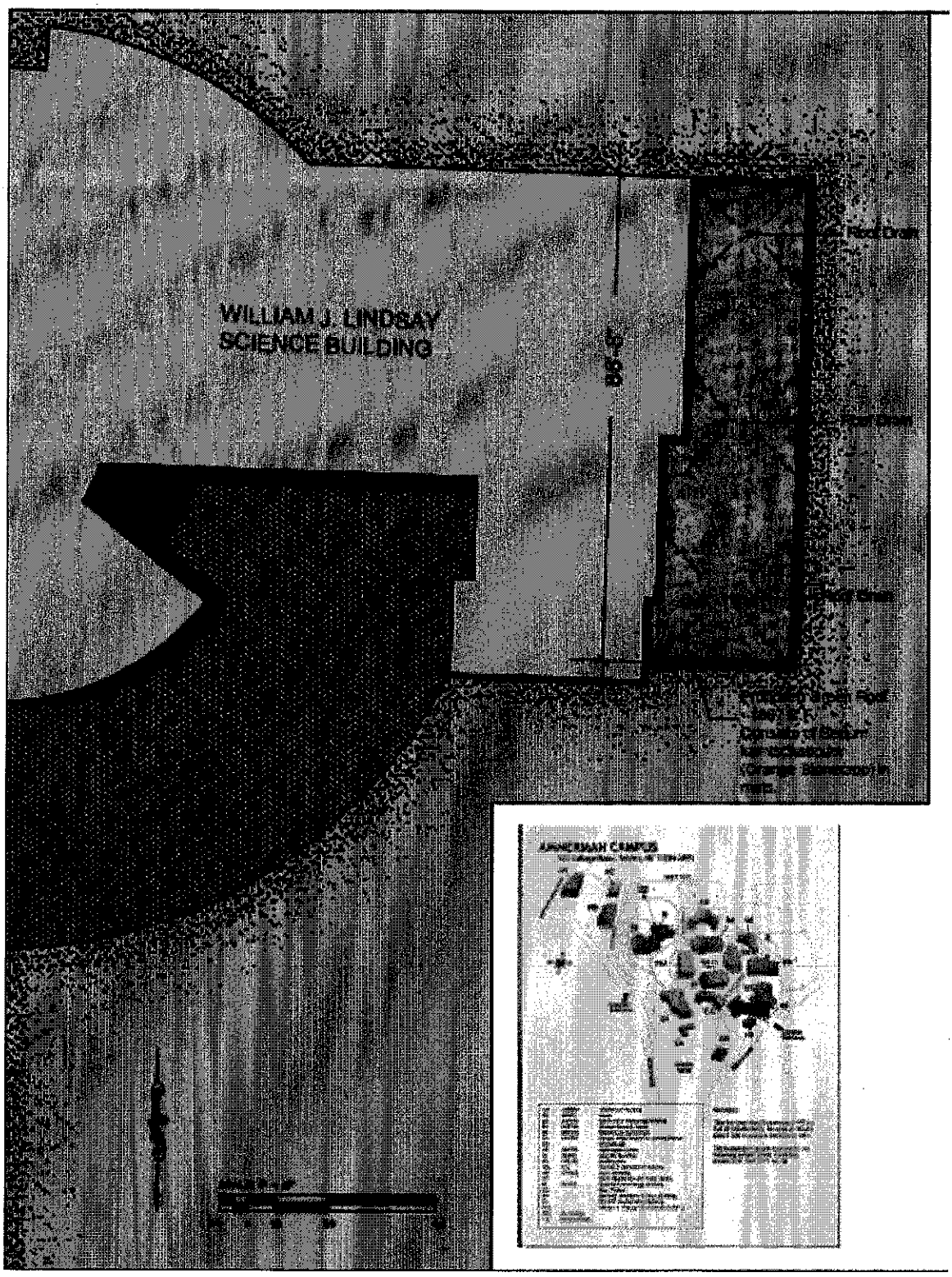
Suffolk County Community College is comprised of three separate campuses. Two campuses locations are relevant to this project. The Ammerman Campus is the oldest, founded in 1959 and occupying 156 acres. The Eastern Campus was founded in 1977, occupies 192 acres and is also relatively flat.

The College was awarded a Green Initiatives Grant Program (GIGP) grant that will fund the green roof projects. Funding will be administered by the NYS Environmental Facilities Corporation and is subject to grant specific contractor requirements, as mentioned in Attachment A. Conceptual designs which were submitted for this project as part of a successful Green Innovation Grant program application administered by the NYS Environmental Facilities Corporation are shown below. These designs are subject to change:

Site A: **Peconic Building, Eastern Campus (Riverhead, NY) – approximately 1280 sq. .ft**



Site B: **William J. Lindsay Science Building, Ammerman Campus (Selden, NY) - approximately 1990 Sq.Ft.**



Scope of Work

Selected consultant will have complete responsibility for development of design documents including specification of plant materials, assessment of structural roof loading, drainage systems, and all required ancillary systems such as access walkways, etc. Use of lightweight, modular, pre-planted, containerized systems are acceptable as appropriate. Additionally, the design team will be responsible for design of interpretive signage at each green roof location as per grant application, and serve as a resource to the college during the construction bid and installation phases.

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

- Programming/Sketch Study
- Contract Document
- Permitting
- Bid and Award
- Construction

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

a. Programming/Sketch Study Phase

i. Project Specific Requirements

Consultant shall do the following:

- Survey existing conditions.
- Review existing site drawings, roof and structural plans.
- Arrange for any additionally required structural/roof loading analysis; costs associated with this analysis should be included in the proposal.
- Produce a conceptual designs for the 2 project locations.
  - Assist Suffolk County Community College in all matters related to Grant funding by providing any documentation required by the NYS Environmental Facilities Corporation and any other agencies having jurisdiction.

ii. Standard Requirements

Consultant shall do the following:

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

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

Timeline

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

- Qualification and Proposal Packages Due: February 27, 2017
- Selection and Award of Consultant Contract: March 27, 2017
- Start of Consultant Services: April 3, 2017
- Completion of Programming/Sketch Study Phase May 1, 2017
- Completion of Preliminary Design: June 5, 2017
- Completion of Contract Document Phase July 9, 2017
- Bid and Award of Construction Contracts: September 5, 2017
- Start of Construction September 11, 2017
- Completion of Construction November, 2017

Contract Documents

1. Meet with College personnel to review project scope.

2. Provide a code analysis for review by the College if needed.

3. Upon approval of the College, prepare quality contract drawings and specifications required for the project. The drawings shall be prepared in sufficient detail, as acceptable to the College, to demonstrate code compliance and illustrate the work. Drawings shall reflect necessary project phasing to maintain occupancy and educational usage of portions of the campus during construction. Drawings shall be prepared on 30 by 42-inch sheets (E-size) utilizing a computer aided drafting and design (CADD) system equal to or compatible with AutoCad Release 2010 (or later). Detailed technical specifications shall be written in CSI format. Specifications shall be typed either in Microsoft Word, or a compatible format. Specifications shall be merged with the College Project Manual.

4. Drawings and specifications shall be prepared in compliance with all applicable Federal, state and local codes including but not limited to Wick's Law, if applicable, the laws or codes of the Suffolk County Department of Public Works (SCDPW), the Suffolk County Department of Health Services (SCDHS), the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority as managed by PSE&G, National Grid, the State of New York State, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency, and the codes and standards of ANSI, ASTM, NEMA, NFPA, IEEE, and other nationally recognized associations. Any required tests and inspections shall be incorporated into the contract documents.

5. The College shall review the submissions advising Consultant of required changes and revisions.

6. Each drawing and specification submission shall be accompanied with a detailed cost estimate of increasing accuracy reflecting the greater level of detail contained in the drawing and specification submissions. The design shall be adjusted to ensure that project cost remains within the project budget.

7. Final submission of contract documents to the College shall include two (2) sets of full size drawings; one half-size bound drawing set; one electronic copy of all drawing files; two (2) sets of specifications; one electronic copy of the specifications; and one electronic copy of the College Project Manual.

Bid and Award Phase

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

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

2. Assist the College in review of bid responses for conformance with bid requirements.

3. Upon receipt of acceptable bids, Consultant shall review the qualifications of the lowest responsible bidder and make recommendations for award.

Construction Stage

During the Construction Phase, Consultant shall do the following:

1. Make site visits to review construction/installation in progress.

2. Identify non-compliant conditions and recommend immediate corrective actions.

3. Review and approve schedules and shop drawings for conformance with the Contract Documents. Provide the College with one hard copy and one electronic copy of all approved shop drawings.

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

5. Review and approve periodic payment requests.

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

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

8. Assemble written guaranties, warrantees and manuals from the contractors and submit to the College.

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

10. Provide written certification that the work is in accordance with the Building Code of New York State.

Permitting

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

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

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

(1) Building Permits for all building renovations and new construction from the local authority having jurisdiction, as defined by the Building Code of New York State, Chapter 1, Section 101. In addition, approval from the Suffolk County Department of Fire, Rescue and Emergency Services (Fire Marshal) must also be obtained. Consultant shall be responsible for obtaining all permits and approvals. Approvals for all projects must be obtained from the Fire Marshall even if building permits are not required.

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

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

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

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

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

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

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

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

(8) Any and all required Pine Barrens Commission approvals.

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

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

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

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

Cost Proposal

1. Cost proposals must represent 'not to exceed' pricing. Lump sum cost proposals will be rejected. You must include a billable rate schedule in your proposal and invoices submitted must be based on the billable rates and the number of hours spent on the project.

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

3. All payment submissions must be accompanied by supporting documentation that tabulates the actual costs incurred based on the actual hours spent on the project by each employee of the firm and the related billable rates for those employees. Original payment submission and electronic copies that permit the College to verify the tabulations of hours and amounts must be provided.

End of Text for Exhibit F