

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and Tetra Tech, Inc. d/b/a Tetra Tech Architects & Engineers ("Consultant") entered into an Agreement on November 21, 2016 wherein Consultant agreed to provide design services in connection with the construction of a new Plant Operations Building on the Michael J. Grant Campus, in Brentwood, New York ("Services"); and

WHEREAS, on May 30, 2018, the parties executed Amendment No. 1 to the Agreement, which extended the term of the Agreement to December 31, 2019 and supplemented the terms thereof; and

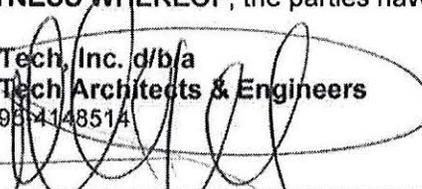
WHEREAS, the College desires to further extend the term of the Agreement upon the same terms, conditions and cost as the Agreement, and to amend certain provisions of the Agreement.

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

- 1) The term of the Agreement shall be extended for the period beginning **January 1, 2020** through such time as all Services contemplated under the Agreement are satisfactorily completed in full;
- 2) Exhibit E to the Agreement ("Payment Term and Conditions") shall be amended as follows:
 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. **College will notify Consultant within forty-five (45) days from receipt of Consultant's request for payment whether such payment has been approved.**
- 3) All other terms and conditions of the original Agreement and Amendment thereto, not inconsistent herewith, shall remain in full force and effect.

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

Tetra Tech, Inc. d/b/a
Tetra Tech Architects & Engineers
FID #: 98414851A

By: 
William Wisbauer, AIA, CEFPI
Vice President

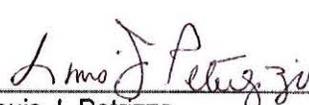
Date: 2/28/20

Approved as to Legality:
Suffolk County Community College

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

Date: 3/4/2020

Suffolk County Community College

By: 
Louis J. Petrizzo
Interim President

Date: 03/09/2020

Approved:
Suffolk County Community College

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

Date: MAR 04 2020

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College (“College”) and Tetra Tech, Inc. d/b/a Tetra Tech Architects & Engineers (“Consultant”) entered into an Agreement on November 21, 2016 wherein Consultant agreed to provide design services in connection with the construction of a new Plant Operations Building on the Michael J. Grant Campus, in Brentwood, New York (“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 **June 1, 2018 through December 31, 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 policies:

Civil Rights Compliance Officers:

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

or

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

- 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.

Tetra Tech, Inc. d/b/a
Tetra Tech Architects & Engineers
FID #: 05-4148614

By: [Signature]
William Wisbauer, AIA, CEFPI
Vice President

Date: 5/23/18

Approved as to Legality:
Suffolk County Community College

By: Alicia S. O'Connor
~~Louis J. Petrizzo~~ Alicia S. O'Connor
College General Counsel / ~~Executive V.P.~~

Date: 5/30/18

Suffolk County Community College

By: [Signature]
~~Dr. Shaun L. McKay~~ Louis G. Petrizzo
E.V. President

Date: 05/30/18

Approved:
Suffolk County Community College

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

Date: 5/30/18

Consulting Services Agreement

This Agreement ("Agreement") is between the Suffolk County Community College ("College"), having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the County of Suffolk ("County"), a municipal corporation of the State of New York; and

Tetra Tech, Inc. d/b/a Tetra Tech Architects & Engineers ("Consultant"), a New York corporation having its principal place of business at 500 Bi-County Boulevard, Suite 104, Farmingdale, New York 11735.

The parties hereto desire for Consultant to provide design services in connection with the construction of a new Plant Operations Building on the Michael J. Grant Campus, in Brentwood, New York ("Services").

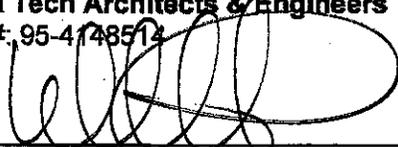
Term of Agreement: October 1, 2016, through May 31, 2018, with additional renewal options to be exercised at the sole discretion of the College until all services required under the Agreement are completed.

Total Cost of Agreement: Not to exceed \$227,000.00, as set forth in Exhibit E.

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

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

Tetra Tech, Inc. d/b/a
Tetra Tech Architects & Engineers
FID #. 95-4148514

By: 
William Wisbauer, AIA, CEFPI
Vice President

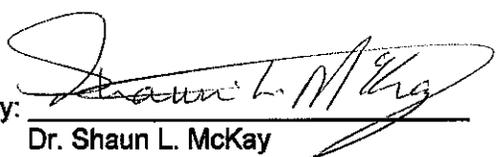
Date: 11/9/16

Approved as to Legality:
Suffolk County Community College

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

Date: 11/16/16

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President

Date: 11/21/16

Approved:

By: 
Gail Vizzini
Vice President of Business
& Financial Affairs

Date: 11/16/16

Recommended:

By: 
Paul Cooper
Executive Director of Facilities/
Technical Support

Date: 11/16/16

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
22. Force Majeure

Exhibit B

Suffolk County Legislative Requirements

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

**Exhibit C
Notices and Contact Persons**

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

**Exhibit D
Description of Services**

**Exhibit E
Payment Terms and Conditions**

**Exhibit F
College's Request for Proposals**

**Exhibit G
Consultant's Proposal**

EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals ("RFP"), which was advertised on June 30, 2016; and

Whereas, Consultant submitted a proposal in response to such RFP on August 1, 2016; and

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

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

1. Consultant Responsibilities

a. Services

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

b. Qualifications and Licenses

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

c. Engineering Certificate

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

2. Term and Termination

a. Term

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

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If the Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Consultant.
- iv. In the event of a failure on the part of Consultant to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Consultant is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with Exhibit C entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the 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, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the 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 or agents, if any, in connection with the services described or referred to in this Agreement.

College hereby agrees to indemnify and hold harmless Consultant and its respective officers, employees, and agents from and against all legal fees, claims, judgments, and costs arising from acts, errors, inability to perform or omissions on the part of College in the performance of professional and contractual services under 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 and/or the County for the Consultant. Unless otherwise specified by the College and/or the County and agreed to by the Consultant, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - 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 Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Consultant notice in writing.
 - e. In the event the Consultant shall fail to provide the Declaration Page, certificate of 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 and/or the County reserves, and the Consultant hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

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

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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in Exhibit B entitled "Suffolk County Legislative Requirements." In accordance with this law, the 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.

22. Force Majeure

If the Consultant's ability to meet any specific milestone dates set forth in the Design Deliverable Schedule or incorporated into the Project Schedule is adversely affected by factors outside of its control, including, but not limited to, delays caused by the College, Contractors, the Project Consultants, or due to any Force Majeure Event, as defined below, or due to any third parties or government or regulatory agency having jurisdiction over the Project, then the Consultant shall not be responsible for such delays and such milestone date shall be extended to account for such delay. The Consultant shall not be responsible for the consequences of acts of God (such as tornado, hurricane, flood, etc.; acts of terrorism; the Consultants' or subcontractors' (and their respective agents', employees' and subcontractors') acts or omissions; insurrections and civil commotions; embargoes, shortage or unavailability of materials, supplies, labor, equipment and systems; sabotage; vandalism; the requirements of law, statutes, regulations and other legal requirements, orders or judgments; and any other similar matters beyond the reasonable control of the Consultant (collectively, the "Force Majeure Events").

End of Text for Exhibit A

EXHIBIT B

Suffolk County Legislative Requirements

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

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

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

2. Living Wage Law

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

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

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

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

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

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

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

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

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

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

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

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

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

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

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

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non-Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Suffolk County Local Laws

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

End of Text for Exhibit B

EXHIBIT C

Notices and Contact Persons

1. Notices Relating to Reports, Insurance or Other Submissions

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

For the College:

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

and

For Consultant:

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

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

2. Notices Relating to Payments

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

For the College:

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

and

For Consultant:

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

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

3. Notices Relating to Termination and/or Litigation

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

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

For the College and County:

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

and

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

and

For Consultant:

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

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

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

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

End of Text for Exhibit C

EXHIBIT D

Description of Services

1. Professional Services

Consultant shall provide design services in connection with the construction of a new Plant Operations Building on the Michael J. Grant Campus, in accordance with the College's RFP (Exhibit F) and the Consultant's Proposal (Exhibit G), which includes Consultant's Technical Services and Approach (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 observation 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 in effect at the time of design, 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 two (2) full-sized sets, and two (2) half-sized 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. The College shall assess and evaluate the amount, quality, acceptability and fitness of the work being performed under the provisions of this Agreement and shall determine whether Consultant has satisfied its contractual obligations hereunder, which shall be based entirely on the requirements contained in this Agreement and the professional standard of care.

10. Consultant's Technical Services & Approach

[See ATTACHMENT 1, annexed hereto]



**Technical Services
& Approach**

EXECUTIVE SUMMARY

We understand the scope of this project is to provide professional architectural and engineering design services required to renovate the building façade, roofing, windows, HVAC systems, exterior stairs and architectural layout.

Our experience in educational projects has taught us the importance of defining the criteria for project success at the outset.

Our Project Team's approach is summarized as follows:

PROGRAMMING/SKETCH STUDY PHASE

- a. Assemble our team of experienced architects and engineers. Our project team's qualifications and relevant experience are presented below and in Section 3.
- b. Thoroughly assess and evaluate the building areas and systems to be repaired to understand the extent of the deterioration that has occurred and the probable causes of the deterioration. Evaluation of existing deterioration may require some amount of selected demolition to expose hidden conditions.
- c. Develop recommended repair and/or reconstruction strategies for each deficiency.
- d. Prepare a detailed report of our findings to include recommendations for corrective work and an itemized cost estimate of the recommended corrective measures. Our report will include the following:
 - I. Description of building and site components construction and condition.
 - II. Photographic documentation of the assessed areas and any problem.
 - III. Areas or deficiencies identified.
 - IV. Prioritization of necessary repairs.
 - V. Recommended repair procedures.
 - VI. Cost estimates of repairs.

PRELIMINARY DESIGN PHASE

- a. Upon authorization by the College to begin Design Development, our team will seamlessly transition into this phase working to expand upon the option selected by SCCC. Led by our project manager, our project team will apply the knowledge gained during the schematic phase to develop the design documents, working to ensure full code compliance and compliance with your

overall objectives and goals; we work to eliminate surprises and issues down the road. During this phase we will conduct additional fieldwork and continue our coordination with the various stakeholders regarding specific project scope items.

- b. Tetra Tech will provide our recommendations for ACM testing and subsequent abatement design services.
- c. The deliverables for the Design Development phase will include detailed design development drawings and preliminary technical specifications encompassing the entire project scope of work. We will provide product cuts sheets and other documents as necessary. Tetra Tech will also prepare and include an updated Opinion of Probable Cost for the option pursued. We will meet with the College to review these deliverables, address any questions, respond to comments, and assist you in moving into next phase of the project.

CONTRACT DOCUMENTS PHASE

- a. Upon approval of the Design Development phase and documents, Tetra Tech will quickly move forward with producing a well-coordinated, comprehensive drawing and specifications package that fully details the project. The project bid documents, including the front end bid specifications, will be produced in full compliance with the requirements of the College along with the applicable state and federal requirements. Through the construction document phase, we are constantly updating and managing the overall scope, schedule and budget. In addition to managing these aspects of the projects, before the completion of each deliverable package we have an independent internal Tetra Tech team perform Quality Reviews to ensure overall quality and constructability of the project. Tetra Tech will submit a 100% construction document package, along with an Opinion of Probable Cost to SCCC for review. We will meet with SCCC to review and discuss this package, and then incorporate the comments and complete the final bid document package for submission to the College. We will conduct a final meeting with SCCC to review the final 100% deliverables.



CONSTRUCTION PHASE

- a. Bids are awarded, contracts are signed, and the work can begin. This is the phase where delays in communication can result in delays in project progress. The sooner items are addressed, the faster the work can move forward. Aside from the standard weekly meeting to address items face to face, we also use a "WEB BASED COMMUNICATION TOOL." We set-up a website on our server that is specific to the project. All Requests for Information (RFI), submittals, and all other communication go through this website. From this central point, information is sent out to various members of the Tetra Tech team, College, and contractors. This allows us to track all the information and responses. Internally a representative of the Tetra Tech team tracks the information coming in and out and a "Hot Sheet" is produced when "RFI" or submittals have not been responded to in a timely manner. An email is sent to remind people of the items awaiting decision. We have found this system has improved communication greatly, resulting in construction work progressing as planned or even more quickly than planned.

By clearly communicating the project goals to all team members and stakeholders at every project phase, and by carefully managing these expectations, your Tetra Tech Architects & Engineers' Project Team will help to deliver a project in which success for all is achieved.

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 \$227,000.00.

3. Consultant's Cost Proposal and Salary Rates

[See ATTACHMENT 2, annexed hereto]

ATTACHMENT 2



TETRA TECH
ARCHITECTS & ENGINEERS

Law No. 17-CC-014

September 6, 2016

Ms. Seema Menon
Associate Administrative Director of Business Operations
Suffolk County Community College
533 College Road, Rm L16, NFL Building
Selden, New York 11784.

Re: Request for Proposals (RFP) for Design Services for a New Plant Operations Building on Michael J. Grant Campus - Suffolk County Community College

Dear Ms. Menon:

We have reviewed your requests of September 1, 2016 and offer the following:

1. Based on the use of a pre-engineered structure and our past experience with them, we can pass along savings in the contract documents phase. Therefore, we offer a revised compensation proposal of Two Hundred and Twenty Seven Thousand Dollars (\$227,000).
2. Our revised cost proposal would be based on the documents completed in AutoCAD only, not Revit.
3. We would provide at end of project our "Interactive Floor Plans".
4. Our Services will include beyond standard architectural/structural/electrical/mechanical/plumbing services and the following:
 - o Asbestos and Lead Abatement Design
 - o Furniture/ Equipment Design
 - o Security Systems Design
 - o Civil Engineering
 - o Landscape Design Services
 - o Interior Design Services
 - o State Pollutant Discharge Elimination System (NYSDEC SPDES) Application
 - o Development of NYSDEC required Storm Water Pollution Prevention Plan (SWPPP) required for site work over (1) acre.
5. Our services would not include the following:
 - Environmental Abatement Testing services
 - Geotechnical / Subsurface Exploration
 - Boundary and/or Topographic Survey
 - Indoor Air monitoring services during ACM/Lead abatement removal.

Tetra Tech Architects & Engineers

500 St-Courty Boulevard, Suite 164

Franklinville, New York 11735

Tel: (516) 347-7762 Fax: (516) 347-2257 www.tetrattech.com



TETRA TECH
ARCHITECTS & ENGINEERS

Please let us know if you need any additional information.

Very truly yours,

William G. Wisbauer, AIA
Vice President / Principal-in-Charge
Bill.Wisbauer@tetratech.com

Cc: Project 07977-00000, File 46

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2016 RATE SHEET

	<u>BILLING</u> <u>RATE/HOUR</u>
PRINCIPAL	\$200.00
SENIOR PROJECT MANAGER	\$175.00
PROJECT MANAGER	\$150.00
EDUCATIONAL PLANNER	\$100.00
ARCHITECT/LANDSCAPE ARCHITECT	\$145.00
PROFESSIONAL ENGINEER	\$150.00
SENIOR ENGINEER	\$145.00
ENGINEER	\$125.00
SENIOR DESIGNER	\$118.00
DESIGNER	\$98.00
INTERIOR DESIGNER / SPACE PLANNER	\$145.00
SENIOR CONSTRUCTION ADMINISTRATOR	\$160.00
CONSTRUCTION ADMINISTRATOR	\$110.00
PROJECT ASSISTANT / ADMIN.	\$88.00
CLERICAL	\$67.00
COMPUTER GRAPHICS SPECIALIST / IMAGING	\$118.00
SENIOR ENVIRONMENTAL ENGINEER	\$140.00
TELECOMMUNICATIONS / TECHNOLOGY	\$140.00
MARKETING SPECIALIST	\$88.00

Note: These rates are effective through December 31, 2016.

NY

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals ("RFP") No. R1600012, for Services in Connection with Design Services for a New Plant Operations Building on the Michael J. Grant Campus, advertised June 30, 2016, together with all Addenda thereto, are incorporated herein by reference.

End of Text for Exhibit F

EXHIBIT G

Consultant's Proposal

Consultant's Proposal, dated August 1, 2016, submitted in response to the College's RFP No. R1600012 is incorporated herein by reference.

End of Text for Exhibit G