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

LiRo Architects and Planners, PC (Consultant), a New York corporation having its principal place of business at 3 Aerial Way, Syosset, NY 11791.

The parties hereto desire for the Consultant to design solutions to the fire code issues discovered in the Peconic building on the Eastern Campus during renovations (Services).

Total Cost of Agreement: Not to exceed $13,387.74.00, as set forth in Exhibit E.
Terms and Conditions: Shall be as set forth in Exhibits A through M, attached hereto and incorporated herein

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

LiRo Architects and Planners, PC
By: __________________________
   Gilbert Balog
   Senior Vice President
   Fed Tax ID no. 11-3205660
   Date: 9/24/2012

Approved as to Legality:
Suffolk County Community College
By: __________________________
   Louis J. Petrizzo, Esq.
   College General Counsel
   Date: 9/25/12

Suffolk County Community College
By: __________________________
   Dr. Shaun L. McKay
   President
   Date: 10/6/12

Approved:
By: __________________________
   Charles K. Stein
   Interim V.P. for Business and Financial Affairs
   Date: 9/25/12

Recommended:
By: __________________________
   Paul Cooper
   Executive Director of Facilities and Technical Services
   Date: 9/25/12
List of Exhibits

Exhibit A
General Terms and Conditions

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

Exhibit B
Suffolk County Legislative Requirements

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

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

Exhibit D
Description of Services

Exhibit E
Payment Terms and Conditions

Exhibit F
Responsibilities of College

Exhibit G
Wage Rate Schedule

Exhibit H
Consultant’s Proposal dated September 6, 2012
Exhibit A
General Terms and Conditions

Whereas, the College issued an RFP, which was advertised on October 14, 2010; and

Whereas, the Consultant submitted a proposal in response to such RFP on November 10, 2010; and

Whereas, the Consultant uncovered deficiencies in the fire-resistive construction during renovations; and

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

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

1. Consultant Responsibilities

   a. Services

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

   b. Qualifications and Licenses

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

   c. Engineering Certificate

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

2. Term and Termination

a. Term

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

b. Termination for Cause

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

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

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

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

d. Termination for Emergencies

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

e. Termination for Convenience

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

f. Payments upon Termination

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

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

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

3. Indemnification

a. General

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

b. **Federal Copyright Act**

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

4. **Insurance**

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

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

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

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

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

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

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

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

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

5. **Independent Contractor**

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

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-discrimination in Services

During the performance of this Agreement:

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

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

ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
iii. subject an individual to segregation or separate treatment in any matter related
to the individual's receipt of any service(s) or other benefits provided pursuant to
this Agreement; or

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

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

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

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

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

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

10. Nonsectarian Declaration

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

11. Governing Law

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

12. No ImpliedWaiver

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

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

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

14. Cooperation on Claims

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

15. Confidentiality

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

16. Assignment and Subcontracting

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

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

17. No Intended Third Party Beneficiaries

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

18. Certification as to Relationships

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

19. Publications and Publicity

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

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

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

20. Copyrights and Patents

a. Copyrights

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

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

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

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

End of Text for Exhibit A
Exhibit B
Suffolk County Legislative Requirements

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

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

Required Form: Suffolk County Form SCEX 22; entitled “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 Form: Suffolk County Living Wage Form LW-1; entitled “Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)”

Suffolk County Living Wage Form LW-38; entitled “Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit”
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), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (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), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

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

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

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

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

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

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

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

5. **Gratuities**

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

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

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

7. **Child Sexual Abuse Reporting Policy**

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

8. **Non Responsible Bidder**

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

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

10. Suffolk County Local Laws

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

End of Text for Exhibit B
Exhibit C
Notices and Contact Persons

1. Notices Relating to Reports, Insurance or Other Submissions

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

For the College:

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

and

For Consultant:

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

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

2. Notices Relating to Payments

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

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

and

For Consultant:

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

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

3. Notices Relating to Termination and/or Litigation

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

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

For the College and County:

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

and
Dennis M. Cohen, County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, New York 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.

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

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

End of Text for Exhibit C
Exhibit D
Description of Services

1. Scope of Work

These uncovered field conditions do not reflect the College's original design drawings and as-built drawings on which the current contract drawings were based. These conditions could not be anticipated without destructive investigation and only became visible during the course of demolition and construction.

(a) Electrical Room 234 does not have the 2-hour rated enclosure required by current code.

(b) Stairs #2 and #3 do not have the 2-hour rated enclosure required by current code. The shaft containing the kitchen exhaust duct does not have the 2-hour rated enclosure required by current code.

(c) The South and East partitions enclosing the double-height space of the cafeteria do not have the 2-hour rated required by current code. These partitions are bounding the Computer Lab and Offices 204, 204A & 205 and bathrooms of the current project.

(d) The fire stopping at the top of the existing fire rated partitions does not comply with current code.

(e) In several locations existing ductwork penetrates existing fire-rated partitions without the required fire-dampers or fire-blankets. In some location existing insulation is inadequate and needs to be repaired.

2. Professional Services

a. The services of Consultant shall consist of the necessary and usual architectural and engineering services including conferences, cost estimates, the design and preparation of schematic and preliminary studies, working drawings, specifications, large scale and full size detail drawings, for architectural, site work, structural, plumbing, heating, ventilating, air conditioning, electrical, and other mechanical work, assistance in the drafting of forms of proposals and contracts, the issuance of Certificates for Payment, the keeping of accounts, the general administration of the construction contracts, and the periodic inspection of construction.

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

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

3. 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.

4. Agency Approvals

All drawings, before being submitted to the College for final acceptance, shall be accompanied by all necessary applications, certificates or approvals from all local, County, State, Federal or other municipal agencies, departments, or commissions having jurisdiction over any phase of the work. Prior to submission to such agencies, Consultant shall supply the Vice President for Business and Financial Affairs for review and approval purposes, with five (5) complete sets of drawings and specifications. One (1) set will be returned to Consultant with the tentative acceptance or comments of the Vice President for Business and Financial Affairs.

5. Estimate of Cost

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

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

7. 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.

8. Deviations from Program

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

9. Proprietary Items

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

10. Documents for Separate Contracts

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

11. Progress Reports

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

12. Existing Conditions

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

13. Budget Estimates and Bids

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

14. Performance of Work

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

15. Additional Services

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

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

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

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

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

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

f. Services in connection with change orders to reflect changes requested by the College if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, as determined by the Vice President for Business and Financial Affairs.

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

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

i. Additional or extended services during construction made necessary by (i) work damaged by fire or other cause during construction, (ii) a significant amount of defective or neglected work of any Contractor, (iii) acceleration of the work schedule (4) default by the Consultant under any prime construction contract.

j. Preparation of operating and maintenance manuals, extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing), and training personnel for operation and maintenance.
k. Services or consultation after Acceptance of the Project by the College, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any construction contract.

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

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

End of Text for Exhibit D
Exhibit E
Payment Terms and Conditions

1. General Payment Terms

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

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

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

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

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

f. When authorized in writing by the Vice President for Business and Financial Affairs, reasonable and normal disbursements by representatives of Consultant in performance of the duties outlined in Paragraph 15 of Exhibit D shall be paid by Consultant and reimbursed by the College pursuant to, and as limited by, the Comptroller’s Rules and Regulations for Consultant’s Agreements of the Suffolk County Department of Audit and Control, attached hereto as Exhibit K.
g. Consultant shall maintain full and complete books and records of accounts in accordance with accepted accounting practices. Such books and records shall be retained for a period of seven (7) years and shall be available for audit and inspection by the College, County Comptroller or their duly designated representative only to verify that payments were properly made and to verify the nature and extent of costs applicable to services provided under this Agreement.

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

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

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

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

2. Payment Schedule

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

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programming/Sketch Study</td>
<td>10%</td>
</tr>
<tr>
<td>Preliminary Design</td>
<td>15%</td>
</tr>
<tr>
<td>Contract Document</td>
<td>50%</td>
</tr>
<tr>
<td>Bid and Award</td>
<td>5%</td>
</tr>
<tr>
<td>Construction</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>100% (base bid)</td>
</tr>
</tbody>
</table>
3. Additional Services

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

4. Special Consultants

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

5. Consultant's Principals' Time

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

6. Reimbursable Expenses

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

7. Noncompensatory and Minor Changes

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

8. Accounting Practices

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

9. Wage Rate Schedule

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

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

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

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

10. Agreement Subject to Appropriation of Funds

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

End of Text for Exhibit E
Exhibit F
Responsibilities of the College

The Vice President for Business and Financial Affairs shall furnish Consultant, so far as the work hereunder may require, free of all cost, the following information:

1. A Topographical Survey (wherever applicable) of the site showing the grades and lines of the streets, pavements and adjoining properties as well as the location and character of existing buildings now on the site and on adjoining properties; the rights, restrictions and easements affecting the site; the boundaries and elevations of the site, including available information as to existing sewer, gas, water and electrical services.

2. Boring drawings and boring samples. These will be provided to the extent they are available. (Does not apply to modernizations or projects where no exterior building is involved.)

3. Sample Bid Documents.

4. For projects in which existing buildings are involved, the Vice President for Business and Financial Affairs will provide such plans and specifications as are available to him, but the Vice President for Business and Financial Affairs does not guarantee their correctness in relation to existing conditions, original installation or changes made thereafter. All drawings, specifications and data of the structure furnished by the Vice President for Business and Financial Affairs shall be field checked by Consultant to verify existing conditions.

5. Copy of County construction standards that Consultant is to follow in the preparation of drawings and specifications where and when applicable.

End of Text of Exhibit F
September 19, 2011

Mr. Jon DeMaio  
Administrative Director of Educational Facilities  
Suffolk County Community College  
533 College Road, NFL 11  
Selden, NY 11784  

Re: Renovations to Peconic Building  
Law No. 13-CC-009  
P.O. #SCC-2011-07  

Subject: Exhibit H – Wage Rate Schedule  

Dear Mr. DeMaio:

The following are the rates for Principals and Technical Personnel for 2011:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Hourly Rate</th>
<th>Multiplier</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Murray Levi, AIA</td>
<td>Principal</td>
<td>$75.38</td>
<td>2.60</td>
<td>$195.99</td>
</tr>
<tr>
<td>Murray Levi, AIA</td>
<td>Principal</td>
<td>$76.89*</td>
<td>2.60</td>
<td>$199.91</td>
</tr>
<tr>
<td>Gilbert Balog, AIA</td>
<td>Quality Assurance</td>
<td>$74.09</td>
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<td>$192.63</td>
</tr>
<tr>
<td>Gilbert Balog, AIA</td>
<td>Quality Assurance</td>
<td>$75.57*</td>
<td>2.60</td>
<td>$196.48</td>
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<tr>
<td>Keirsten Deegan, AIA</td>
<td>Project Architect</td>
<td>$36.40</td>
<td>2.60</td>
<td>$94.64</td>
</tr>
<tr>
<td>Keirsten Deegan, AIA</td>
<td>Project Architect</td>
<td>$37.67*</td>
<td>2.60</td>
<td>$97.94</td>
</tr>
<tr>
<td>Jeffrey Dundrea</td>
<td>Junior Architect</td>
<td>$23.25</td>
<td>2.60</td>
<td>$60.45</td>
</tr>
<tr>
<td>Jeffrey Dundrea</td>
<td>Junior Architect</td>
<td>$23.65*</td>
<td>2.60</td>
<td>$62.27</td>
</tr>
<tr>
<td>Christina Handal*</td>
<td>Junior Architect</td>
<td>$23.08</td>
<td>2.60</td>
<td>$60.01</td>
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<tr>
<td>Emily Sperber*</td>
<td>Junior Architect</td>
<td>$19.23</td>
<td>2.60</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

** NOTE:  
* Rate increase effective 03/23/11  
** New Hire - 2011

Sincerely,

LIRO ARCHITECTS + PLANNERS, P.C.

Murray L. Levi, AIA LEED™ AP  
Vice President/Director of Architecture and Sustainability
Exhibit H

Attached
Dear Mr. DeMaio:

LiRo Architects + Planners PC is pleased to submit this request for Additional Services required to address the existing deficiencies in fire-resistive construction at the Peconic Building revised to include engineering support from our consultants Lizardos Engineering. These deficiencies were uncovered during construction of the Partial renovation to the Peconic Building Second Floor project designed by LiRo Architects + Planners, PC. The scope of remedial work shall be as described in LiRo’s email to you from Andre Voss last week, and shall be limited to the scope limit line for that project.

### Fire Resistive Construction Deficiencies

<table>
<thead>
<tr>
<th>Task</th>
<th>Billing Rate</th>
<th>Hours</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Field Conditions Review</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal - Murray L. Levi</td>
<td>$ 199.91</td>
<td>2</td>
<td>$ 399.82</td>
</tr>
<tr>
<td>Project Manager - Andre Voss</td>
<td>$ 91.00</td>
<td>6</td>
<td>$ 546.00</td>
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<tr>
<td><strong>Product Research</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal - Murray L. Levi</td>
<td>$ 199.91</td>
<td>8</td>
<td>$ 1,599.28</td>
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<tr>
<td>Project Manager - Andre Voss</td>
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<td>24</td>
<td>$ 2,184.00</td>
</tr>
<tr>
<td>Draftsperson - Emily Sperber</td>
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<td>$ 800.00</td>
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<td><strong>Design and Drafting / Issue and Process Change Order to Contractor</strong></td>
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<td>Project Manager - Andre Voss</td>
<td>$ 91.00</td>
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<td><strong>Submittal Review and Processing</strong></td>
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<td>$ 728.00</td>
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<tr>
<td><strong>Inspection and Sign-off</strong></td>
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<td>Principal - Murray L. Levi</td>
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<td><strong>MEP Engineering Support</strong></td>
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Engineering Draftsperson $ 62.50 16 $ 1,000.00

Total Proposed for Requested Changes to Peconic Building $ 13,387.74
Partial Renovation Project

Murray L. Levi, AIA LEED AP
Vice President / Director of Architecture and Sustainability
LiRo Architects + Planners, P.C.
A LiRo Group Company
Program/Construction Managers | Engineers | Architects
Board of Directors Urban Green Council (U.S. Green Building Council - New York Chapter) 2005 - 2011
Member AIA, ROMA, IFMA, USGBC Long Island, Urban Land Institute, USGBC New York

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