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

ARAMARK Management Services Limited Partnership (Consultant or Contractor), a Connecticut limited partnership authorized to do business in New York having its principal place of business at 1291 Boston Post Road, Suite 204, Madison, CT 06443.

The parties hereto desire for the Consultant to retro-commission the HVAC systems college-wide (Services) pursuant to College Board of Trustees Resolution No. 2011.02 and Suffolk County Resolution No. 1123-2010.


Total Cost of Agreement: Not to exceed $86,753.00, as set forth in Exhibit E.

Terms and Conditions: Shall be as set forth in Exhibits A through I, attached hereto and incorporated herein.

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

Exhibit A
General Terms and Conditions

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Exhibit F
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Retro-commissioning of HVAC
ARAMARK Management Services

Exhibit G
Comptroller’s Rules and Regulations for Consultant’s Agreement

Exhibit H
Suffolk County Community College Resolution No. 2011.02

Exhibit I
Suffolk County Resolution No. 1123.2010
Exhibit A
General Terms and Conditions

Whereas, the College issued an RFP, which was advertised on October 21, 2010; and

Whereas, the Consultant submitted a proposal in response to such RFP on November 10, 2010; 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.
   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 commence to cure all failures of its obligations prior to termination by the College. In the event that the Contractor has not commenced curing all its failures to fulfill its obligations to the reasonable satisfaction of the College by the end of the (5) day period (or longer, at the College’s option), or in the event that Contractor, in the sole and absolute discretion of the College, is not diligently pursuing such cure thereafter, 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 ("Claims"), arising out of the negligent acts or omissions or the willful misconduct 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 negligent acts or omissions or willful misconduct of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement. For the avoidance of doubt, the foregoing indemnity obligation shall not apply to the extent that any Claims, as defined in this Section, are caused by the negligence or willful misconduct of the College or any third party.

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 ("Claims"), arising out of the negligent acts or omissions or willful misconduct 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, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement. For the avoidance of doubt, the foregoing indemnity obligation shall not apply to the extent that any Claims, as defined in this Section, are caused by the negligence or willful misconduct of the College or any third party.

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 herein. 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 Certificates of Insurance for each such policy of insurance, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be included as additional insureds and the Contractor shall furnish a Certificate of Liability Insurance evidencing the College and the County's status as additional insureds on the policy.

d. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

e. Both parties hereto waive all rights of recovery from each other for property damage or loss of use thereof, however occurring, to the extent compensated by insurance. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims.
4.A Waiver of Consequential Damages

In no event shall ARAMARK be liable for any loss of business, business interruption, consequential or indirect damages, except to the extent caused by ARAMARK’s negligent acts or omissions or willful misconduct.

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,
11. Governing Law

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

12. No Implied Waiver

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

13. Conflicts of Interest

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

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

14. Cooperation on Claims

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

15. Confidentiality

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

16. Assignment and Subcontracting

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

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

17. No Intended Third Party Beneficiaries

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

18. Certification as to Relationships

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

19. Publications and Publicity

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

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

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

20. Copyrights and Patents

a. Copyrights

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

b. Patents

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

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

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

Consultant has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to College or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, pollutants, or contaminants (collectively, the "Hazardous Substances") at the College's facilities or their surrounding premises; and such duties have not been included in the Total Cost of Agreement on page 1 hereof. To the extent the College has knowledge, the College will inform Consultant of the presence of such Hazardous Substances and acknowledges that Consultant employees will not be required to work in any location where they could be exposed to such Hazardous Substances.

*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 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 [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us). Click on “Laws of Suffolk County” under “Suffolk County Links”.

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

1. Notices Relating to Reports, Insurance or Other Submissions

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

For the College:

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

and

For Consultant:

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

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

2. Notices Relating to Payments

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

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

and

For Consultant:

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

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

3. Notices Relating to Termination and/or Litigation

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

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

For the College and County:

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

and
Rev.4/5/11; Law No. 12-CC-009
Retro-commissioning of HVAC
ARAMARK Management Services

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

and

For Consultant:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing, with a further copy to: ARAMARK Educational Services, LLC, Vice President & Associate General Counsel-Higher Education, ARAMARK Tower, 1101 Market Street, Philadelphia, PA 19107.

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

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

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

End of Text for Exhibit C
Exhibit D
Description of Services

1. Professional Services
   
a. Consultant will meet with the plant operations staff to determine the operational problems with the existing systems.
   
b. Consultant will test the operation of every device on the building automation system via a physical inspection of each device while it's in operation.
   
c. Consultant will calibrate existing sensors and devices that are found out of calibration during the physical inspection.
   
d. Consultant will prepare a complete list on non-functioning devices.
   
e. Consultant will evaluate and modify the sequence of operations for any system with non-optimal sequences.
   
f. Consultant will modify and improve graphics as required.
   
g. Consultant's retro-commissioning team will prepare specifications and bid documents for the work required to replace devices on systems found to be non-functioning.
   
h. Consultant's retro-commissioning team will assist College in the bid and award process.
   
i. Consultant will supervise the replacement of devices that will be done by contractors that will be selected either through existing state or county contracts or via a bid process.
   
j. Consultant will provide onsite building specific training on each campus for college staff that will operate the systems.
   
k. Consultant will review the operations and maintenance manuals for the building automation system from the successful ATC contractor that includes as a minimum an up-to-date sequence of operations for each system and manufacturer's maintenance and operations instructions for each control device.
   
l. Consultant will assist the College in complying with the requirements of ARRA-funded projects, including the reporting requirements.
   
m. Consultant will meet frequently with the physical plant directors and College administrative personnel to review project scope, develop alternatives and prepare cost estimates, sketches of proposal schemes, and construction schedules.
   
n. Consultant will remit to the College for review and comment four (4) sets of a report setting forth the findings, recommendations, proposed schemes, sketches, cost comparisons and estimates, and construction schedules. The College shall review the report to select alternatives, re-defining the project scope if needed, and critique cost estimates and construction schedules. Consultant will make the changes requested by the College and submit four sets for final approval.

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

3. 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 its proposal in Exhibit G.

4. 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.

5. Documents for Separate Contracts

As applicable, 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.

6. Progress Reports

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

7. 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.

8. Performance of Work
The services to be performed by Consultant shall at all times be subject to the reasonable 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, exercising reasonable discretion, 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.

9. Additional Services

When authorized in writing by the Vice President for Business and Financial Affairs and agreed by Consultant in writing, Consultant will furnish or obtain from others additional services of the type typically provided by Consultant which are not considered part of the base services described in Consultant’s Proposal, in accordance with the hourly rate schedule included in Consultant’s proposal.
Exhibit E
Payment Terms and Conditions

1. General Payment Terms

a. For each month in which Consultant performs work under the Agreement, Consultant shall prepare and present a monthly 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 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 / Contractor 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 and timely 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 9 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 G.
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 mutually agreed between the parties hereto in writing. 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 mutually agreed 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).

2. Payment Schedule

Refer to Paragraph 1.a of this Exhibit E.

3. Additional Services

For Additional Services rendered pursuant to Paragraph 9 of Exhibit D, the basis of payment shall be hourly rates set forth in Consultant's proposal.

4. Reimbursable Expenses

The College will pay Consultant the direct costs of all reimbursable expenses incurred. For the avoidance of doubt, reimbursable expenses relating to the base services described in Consultant's proposal are already included in the not-to-exceed fee set forth in Consultant's proposal.

5. Hourly Rate Schedule
a. Refer to Consultant’s hourly rates set forth in its proposal. In the event Consultant should desire to modify or alter the hourly rates set forth in its proposal at it shall give the Vice President for Business and Financial Affairs thirty (30) days’ written notice of such intention.

6. 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.

Total cost of Agreement not to exceed $86,753.00.

End of Text for Exhibit E
Exhibit F
Project Stages

Commissioning

1. The following commissioning services shall be provided by the Consultant as part of this project for the mechanical/electrical systems installed (testing and balancing will be performed by an independent testing and balancing contractor):
   
   a. Develop specific Commissioning Plans and Specifications.
   
   b. Develop acceptance procedures.
   
   c. Perform on site observations during construction.
   
   d. Supervise the acceptance tests, including verification and performance tests.
   
   e. Prepare and submit a commissioning report.
   
   f. Organize As-Built records.

Operations, Maintenance and Systems Manual

1. The Consultant shall review the existing Operations and Maintenance manual and, as applicable, the Systems Manual, for the mechanical/electrical systems installed.

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

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

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

End of Text of Exhibit F
COUNTY OF SUFFOLK

DEPARTMENT OF AUDIT AND CONTROL

Comptroller’s Rules and Regulations
for Consultant’s Agreements

REVISION D
EFFECTIVE 6/01/01

JOSEPH SAWICKI, JR.
COUNTY COMPTROLLER
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## EXHIBITS

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

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

3. **Definitions**-
   a. **Consultant**- An individual or firm engaged to provide outside professional services to Suffolk County departments and agencies.
   b. **Consultant's Agreement**- A written contract describing the specific services to be rendered by the consultant and the amount and terms of payment for the services to be made by the County. The consultant's agreement shall constitute the sole authorization for payment of claims. The consultant's agreement shall be prepared in accordance with the County Executive's Operating Procedures, SOP #1-05. Non-specific general purpose or lump sum payment agreements are not recommended.

4. **Allowable Claims**- Only claims which are submitted for expenditures specifically identified in the agreement will be approved for payment. Generally, the agreement will stipulate a maximum fee for services rendered which is based upon a rate per day or per hour. Accordingly, a rate schedule is an integral part of each consultant's agreement. Increases will be allowed only by amendment to the agreement. Out-of-pocket expenditures are reimbursable if it is so stipulated in the consultant's agreement.
5. **Claim Submission** - Consultants should submit their claims for reimbursement through the County department or unit responsible for the consultant's assignment, using appropriate forms, as indicated below:

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

b. **Consultant's Time Summary, Form A&C 108 (Exhibit B)** - The Consultant's Time Summary should be used to record daily hours worked by each staff member of the consultant working on the project. Space is provided to record and extend the hours and wages of each staff member assigned to the project on one form. The completed Form A&C 108 must be signed by an authorized individual of the consultant's firm. It should then be attached to FORM PV, County of Suffolk Standard Payment Voucher Form. A copy of the consultant's payroll register with a cover letter indicating the individuals charged to the project for the claim period will be accepted as a substitute for the Consultant's Time Summary.
c. **Consultant’s Expense Summary, Form A&C 109 (Exhibit C)** - The Consultant’s Expense Summary should be used to detail expenses for travel, meals, lodging or other necessary and reasonable out-of-pocket expenditures incurred on the project. Each expense item should be documented by a receipted bill, sales slip or invoice, which total the daily expenditures shown on the form. The completed Form A&C 109 must be signed by an authorized individual of the consultant’s firm. It should then be attached to FORM PV, County of Suffolk Standard Payment Voucher Form.

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

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

The completed Employee’s Overtime Expense Summary (FORM A&C 110) must be signed by an authorized individual of the consultant’s firm. It should then be attached to FORM PV, County of Suffolk Standard Payment Voucher Form.
6. **Out-of-Pocket Expenses** - If these expenses are reimbursable under the consultant's agreement, the following rules and guidelines should be considered before incurring such expenses and submitting claims:

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

The County will not honor claims for the reimbursement of “business meals” submitted by members of the consultant’s firm who are not traveling out of town (overnight) in performance of the contract. Where a consultant meets the necessary criteria to be reimbursed for meals, no receipts will be necessary but a certified statement will be required.
b. **Lodgings**- Effective January 1, 1987, claims for lodgings will be reimbursed at a rate not to exceed the current maximum reimbursement rate for lodging as established by the U.S. General Services Administration for the New York region as published in the IRS Publication 1542 (2001 rate is $149.00 per diem, including taxes.) Claims for lodgings must be accompanied by paid receipts. Audit and Control should be contacted for the allowable rate for future fiscal periods.

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

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

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

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

g. **Tolls**- Receipts or certified statements will be adequate documentation for this expense.
h. **Telephone Expense**- Telephone expenses up to $25.00 per month will be reimbursed based on a receipt or certified statement. Telephone expenses totaling over $25.00 will require copies of the telephone company bills with the appropriate calls circled.

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

7. **Sub-Contractor Claims**- When the consultant is authorized in the Consultant’s Agreement to hire a sub-contractor, the Comptroller’s office should be supplied a copy of the sub-contractor’s agreement. Claims will not be processed if they are not in compliance with the contract between the Consultant and the County. The reporting requirements of the sub-contractor will be the same as that of the Consultant. Details of all expenditures claimed must be documented in the same manner. If the sub-contractor’s agreement with the Consultant is a lump-sum payment agreement, detailed documentation reporting requirements are waived.
8. **Certified Statements** - When the consultant incurs minor travel or other out-of-pocket expenses for which receipts are not available, he shall prepare an itemized statement detailing the type and amount of expense, including the time, date, and place incurred. After summarizing expenses claimed, the consultant must add and sign the following certification terminology:

"I DID INCUR THIS EXPENSES AS A RESULT OF BUSINESS CONDUCTED IN RELATION TO THE CONTRACT WITH SUFFOLK COUNTY."

Signature of Authorized Person
Count of Suffolk, New York - Payment Voucher  
P.O. Box 6100, Hauppauge, NY 11788-0099

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Additional Comments

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

PAYEE CERTIFICATION: I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; that taxes from which the County is exempt are excluded and that I have read and am familiar with the provisions of Local Law 32, 1996 as detailed in the payee instruction section of this voucher.

- SIGNED - DATE - TITLE -
  - Form PV | Original: Audit & Control |  
  - PAYEE'S SIGNATURE - TITLE - NAME OF COMPANY -
  - Yellow Copy: Department Accounting -
### Exhibit B
### County of Suffolk
### Consultant's Time Summary

**Department of Audit & Control - Form A&C 108**

| Name of Staff Member | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | TOTAL HOURS | RATE PER HR | TOTAL DUE |
|----------------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|-------------|-------------|----------|
|                      |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |             |             |          |
|                      |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |             |             |          |
|                      |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |             |             |          |
|                      |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |             |             |          |

**Total Reimbursable Consultant Time:**

$\text{Authorized Signature} \underline{\text{__________________________}}$
EXHIBIT C
COUNTY OF SUFFOLK
CONSULTANT'S EXPENSE SUMMARY
DEPARTMENT OF AUDIT & CONTROL – FORM A&C 109

<table>
<thead>
<tr>
<th>CONSULTANT'S NAME</th>
<th>PERIOD BEGINNING</th>
<th>PERIOD ENDING</th>
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<table>
<thead>
<tr>
<th>Expenditure Items</th>
<th>1</th>
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<th>15</th>
<th>16</th>
<th>AMOUNT DUE</th>
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<td>Air, Rail or Bus Transportation</td>
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<td>Auto Rental or Mileage (Attach Schedule)</td>
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<td>Tolls and Parking Fees</td>
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<td>Taxi or Limousine (Attach Schedule)</td>
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<td>Meal/Tips</td>
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<td>Other Supporting Services (Attach Schedule)</td>
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</tbody>
</table>

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

TOTAL REIMBURSABLE CONSULTANT TIME: $________

AUTHORIZED SIGNATURE ________________________________
EXHIBIT D
EMPLOYEE'S OVERTIME EXPENSE SUMMARY
(Submit with Consultant's Expense Summary)
Department of Audit and Control - FORM A&C 110

<table>
<thead>
<tr>
<th>Date</th>
<th>Straight Time</th>
<th>Total S.T. Hours</th>
<th>Overtime Worked</th>
<th>O.T. Hours</th>
<th>O.T. Rate</th>
<th>Purpose of Overtime</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>From</td>
<td>To</td>
<td>From</td>
<td>To</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Meals</th>
<th>* Mileage Allowance</th>
<th>* Taxi or Limo</th>
<th>Total Per Day</th>
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<tbody>
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</tbody>
</table>

Total $  

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

Consultant's Name__________________________
Authorized Signature________________________

FORM A&C 110
RESOLUTION NO.2011.02   AUTHORIZING A CONTRACT FOR THE DESIGN OF
RETRO – COMMISSIONING OF HVAC SYSTEMS - COLLEGE WIDE

WHEREAS, the College received a Federal grant administered by NYSERDA to retro-
commission building HVAC systems on all campuses, and

WHEREAS, a request for proposals for the design of the retro-commissioning project was
publically advertised and one proposal was received and determined to be satisfactory by the
College, be it therefore

RESOLVED, that a consulting contract in the amount of $86,753 for the design of a college-
wide retro-commissioning project be awarded to Aramark Management Services Limited
Partnership, and be it further

RESOLVED, that the College President, or his designee, is authorized to execute the necessary
documentation.

[Signature]
Officer of the President

Dafny J. Irizarry
Secretary
RESOLUTION NO. 1/23-2010, ACCEPTING AND APPROPRIATING A GRANT AWARD OF AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS FROM THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY (NYSERDA) TO RETRO-COMMISSION AND REPAIR HVAC CONTROL SYSTEMS 80% REIMBURSED BY FEDERAL FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, Suffolk County Community College has received a grant award from the New York State Energy Research and Development Authority (NYSERDA), in the amount of $306,368, to retro-commission and repair the HVAC control systems in 22 buildings located across all three College campuses, for the period of March 15, 2010 through September 1, 2011; and

WHEREAS, the project will retro-commission the entire system, replace non-functioning components, and train the in-house HVAC crew in system operation and maintenance, to result in $438,679 in energy savings each year; and

WHEREAS, the required twenty percent matching funds, in the amount of $76,592, are provided for in the College's Operating Budget; and

WHEREAS, the College anticipates spending the $306,368 in accordance with the terms of said grant award before September 1, 2011; now therefore be it

1st RESOLVED, that said grant award, in the amount of $306,368, from the New York State Energy Research and Development Authority (NYSERDA), to retro-commission and repair the HVAC control systems in 22 buildings located across all three campuses, be accepted and appropriated for the operation of the program as follows:

<table>
<thead>
<tr>
<th>REVENUES:</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>Federal Grant: GC71-GC7111-544245-G000</td>
<td>$306,368</td>
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<tr>
<td>ARRA HVAC Control Systems</td>
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</table>

<table>
<thead>
<tr>
<th>APPROPRIATIONS:</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>GC71-GC7111</td>
<td>$306,368</td>
</tr>
<tr>
<td>ARRA HVAC Control Systems</td>
<td></td>
</tr>
</tbody>
</table>

Suffolk County Community College
ARRA HVAC Control Systems
GC71-GC7111

71-Equipment, Supplies and Other Expenditures
GC71-GC7111-713650 Repairs: Buildings
$306,368
DATED:  
DEC. 07 2010  
APPROVED BY:  

County Executive of Suffolk County  
Date: 12-17-10
This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on December 7, 2010 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.

Tim Laube
Clerk of the Legislature