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

Wiedersum Associates Architects, PLLC (Consultant), a New York corporation having its principal place of business at 140 Adams Avenue, Ste. B-14, Hauppauge, NY 11788.

The parties hereto desire for the Consultant to design and supervise construction of the new Learning Resource Center on the Grant Campus located in Brentwood, New York including the entire scope of services as described in the associated College Request for Qualification package, the College Design Competition package and all qualification and design competition submissions from the Consultant. (Services) pursuant to College Board of Trustees Resolution No. 2012.63.

Total Cost of Agreement: Not to exceed $1,355,000.00, as set forth in Exhibit E.
Terms and Conditions: Shall be as set forth in Exhibits A through K, attached hereto and incorporated herein.

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

Wiedersum Associates Architects, PLLC

By:  
Richard W. Wiedersum
Vice President
Fed Tax ID no.11-3615393

Date: 8/22/2012

Approved as to Legality:
Suffolk County Community College

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

Date: 08/28/12

Suffolk County Community College

By:  
Dr. Shaun L. McKay
President
Date: 8/30/12

Approved:

By:  
Charles K. Stein
Interim V.P. Business and Financial Affairs
Date: 8/28/12

Recommended:

By:  
Paul Cooper
Executive Director of Facilities and Technical Services
Date: 8/23/12
List of Exhibits

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Exhibit J
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Exhibit K
Suffolk County Community College Resolution No. 2012.63
Whereas, the College issued an RFP, which was advertised on February 28, 2012; and

Whereas, the Consultant submitted a proposal in response to such RFP on March 28, 2012; 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.

c. Termination for Emergencies

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

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the 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.

e. **Payments upon Termination**

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

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

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

3. **Indemnification**

a. **General**

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

b. Federal Copyright Act

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

4. Insurance

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

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

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

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

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

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

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

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

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

5. **Independent Contractor**

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

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

7. **Merger; No Oral Changes**

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

8. **Set-Off Rights**

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

9. **Non-discrimination in Services**

During the performance of this Agreement:

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

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

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

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

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

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

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

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

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

10. Nonsectarian Declaration

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

11. Governing Law

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

12. No Implied Waiver

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

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

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

14. Cooperation on Claims

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

15. Confidentiality

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

16. Assignment and Subcontracting

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

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

17. No Intended Third Party Beneficiaries

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

18. Certification as to Relationships

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

19. Publications and Publicity

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

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

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

20. Copyrights and Patents

a. Copyrights

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

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

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

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

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

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

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

Required Form: Suffolk County Form SCEX 22; entitled “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<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. **Professional Services** Professional services shall be rendered in accordance with the College’s Request for Qualification and College Design Competition Proposal (Exhibit I) and the Consultant’s Proposal (Exhibit J).

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

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

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

2. **Codes, Regulations and Standards**

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

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

4. **Estimate of Cost**

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

5. **Coordination of Drawings and Specifications**

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

6. **Adherence to Approvals**

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

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

8. Proprietary Items

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

9. Documents for Separate Contracts

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

10. Progress Reports

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

11. Boring Location Plan

As soon as Consultant can approximately locate the building on the site, Consultant shall furnish a boring location plan.

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 based on the wage rate schedule.

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. 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.

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

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

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

End of Text for Exhibit D
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 wage rate schedule 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>Permitting</td>
<td>3%</td>
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<tr>
<td>Final Approval</td>
<td>2%</td>
</tr>
<tr>
<td>Bid and Award</td>
<td>5%</td>
</tr>
<tr>
<td>Construction</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>100% (base bid)</td>
</tr>
</tbody>
</table>

3. 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.
4. 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).

5. 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.

6. 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.

7. 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.

8. 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. Sample Bid Documents.

2. 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.

3. 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
Exhibit G
Project Stages

Sketch Study Stage

1. Sketch Study Plans
   a. Consultant shall consult with the Vice President for Business and Financial Affairs to review the program and ascertain the requirements of the Project and shall advise the Vice President for Business and Financial Affairs and confirm such requirements.
   b. Consultant shall submit sketch study plans and relative cost comparisons and consult with the Vice President for Business and Financial Affairs as often as necessary until one scheme or a combination of schemes is selected.
   c. Consultant shall submit a statement of probable Project construction cost estimate based on current area, volume or other unit costs.

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

Preliminary Stage

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

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

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

Contract Document Stage

7. Contract Documents

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

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

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

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

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

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

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

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

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

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

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

**Permitting Stage**

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

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

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

   (1) Building Permits for all building renovations and new construction from the Suffolk County Department of Public Works (SCDPW), as defined by the Building Code of New York State, Chapter 1, Section 101. In addition, approval from the Suffolk County Department of Fire, Rescue and Emergency Services (Fire Marshal) must also be obtained. Typically, the SCDPW will forward submissions to the Fire Marshal's Office for review on behalf of the submitter.
However, it is ultimately Consultant’s responsibility to obtain all permits and approvals. Approval for all projects must be obtained from the Fire Marshall even if building permits are not required.

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

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

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

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

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

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

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

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

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

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

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

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

Construction Stage

14. **During Construction**:

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

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

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

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

19. **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.

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

End of Text of Exhibit G
Exhibit H

Wage Rate Schedule

Attached
### 2012 Hourly Rate Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director/Principal</td>
<td>$240.00</td>
</tr>
<tr>
<td>Associate</td>
<td>$200.00</td>
</tr>
<tr>
<td>Senior Project Architect</td>
<td>$185.00</td>
</tr>
<tr>
<td>Production Director</td>
<td>$180.00</td>
</tr>
<tr>
<td>Construction Administration Director</td>
<td>$180.00</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$170.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$170.00</td>
</tr>
<tr>
<td>Construction Administrator</td>
<td>$170.00</td>
</tr>
<tr>
<td>Quality Control/Specifications</td>
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<tr>
<td>Quality Control/Shop Drawing Review</td>
<td>$165.00</td>
</tr>
<tr>
<td>Project Architect</td>
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</tr>
<tr>
<td>Interior Design Specialist</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>CADD Specialist</td>
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<td>Specification Asst/Technical Typist</td>
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<tr>
<td>Production Assistant</td>
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</table>

### Consultants

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>MEP Engineering - Principal</td>
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<tr>
<td>Senior Engineer</td>
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<td>Draftsman (CADD)</td>
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<td>Structural Engineer</td>
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<tr>
<td>Civil - Site Engineer</td>
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</tr>
<tr>
<td>Landscape Architect</td>
<td>$170.00</td>
</tr>
<tr>
<td>Estimator</td>
<td>$190.00</td>
</tr>
</tbody>
</table>
Exhibit I

College's Request for Proposal

Attached
Request for Qualifications for Architectural Design Services for a New Learning Resource Center at Suffolk County Community College

Request for Qualifications (RFQ) for Architectural Design Services for a Learning Resource Center Building at Suffolk County Community College Grant Campus

Proposal Conference: April 28, 2011

Technical Questions: May 5, 2011

Qualifications Due: No later than 4:00 p.m. on May 12, 2011

For additional information, contact:
Frank Ryan
Administrative Director of Business Operations
Phone: 631-451-4435
Fax: 631-451-4404
E-mail harris@sunysuffolk.edu

All Proposals will be signed in ink and accompanied by a signed transmittal letter, County Disclosure SCEX Form 22 and Bid Certification SCPD-7

Late Submittals Will Be Rejected
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9. Number of Copies
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11. Selection Process
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3. Expertise of Firm, including Qualifications and Experience of Personnel
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Technical Proposal Requirements

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Section V
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http://www.sunysuffolk.edu/RFP

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http://www.sunysuffolk.edu/RFP
Section I

Administrative Information

1. Purpose of RFQ
   a. Suffolk County Community College (College) invites the submittal of qualifications (Qualifications) from consulting firms (Firms) for the design of the new Learning Resource Center on the Grant Campus in Brentwood.
   b. The RFQ represents the first phase of this solicitation, which will not require the submission of a design (Phase I). The evaluation committee will review the qualifications of the Firms and select the Firms that will participate in the second phase. In the second phase, the selected firms will submit design proposals for the building, from which the evaluation committee will select the final Firm (Phase II).

2. Local Preference Policy
   As per College Board Resolution No. 2008.38, included in Section VI, Legal Appendices, the College complies with Suffolk County’s Local Preference Law, established by County Legislative Resolution No. 85-1993 (updated as of January 30, 2009) and referred to as Suffolk County Administrative Code A4-13, (also included in see Section VI, Legal Appendices).

3. Background Information
   a. The College is a non-resident, public, two-year college with three campuses (located in Riverhead, Brentwood and Selden) and extension centers located throughout Suffolk County.
   b. The College annually enrolls approximately 33,000 students (head count).

4. Coordinating Departments
   a. Prior to Prequalification of Firms
      The College’s Office of Business and Financial Services (contact listed below) is responsible for coordinating the issuance of the RFQ.

      Contact: Frank Ryan, Administrative Director of Business Operations
      Suffolk County Community College
      533 College Road, Rm. 232, NFL Building
      Selden, New York 11784-2899

      Tel: (631) 451-4435
      Fax: (631) 451-4404
      E-mail: ryanf@sunysuffolk.edu
b. **After Award of Contract/Prior to Execution of Contract**

The College’s Legal Affairs Office will be responsible for coordinating with the Firm regarding the negotiation and execution of the contract resulting from Phase II.

c. **After Execution of Contract**

The Office of Business and Financial Services and the Capital Projects Office are responsible for administration of Firm’s contract, including payments, resulting from Phase II.

5. **Evaluation Committee**

a. A College Evaluation Committee will first select of Firms that may submit design proposals and then, through a separate design competition process, will select and recommend the final Firm.

b. The Evaluation Committee will include but may not be limited to the Executive Dean of the Grant Campus, the Executive Director of Facilities and Technical Support, the Administrative Director of Educational Facilities, the Grant Campus Director of Plant Operations, the Grant Campus Head Librarian, the Grant Campus Educational Technology Unit Coordinator, the Grant Campus Center for Academic Excellence Coordinator and the Grant Campus Communications Chair, the Director of Network and Telecommunications, the Grant Campus Associate Professor of Biology/Oceanography, the Assistant Director of Admissions, the Grant Campus Associate Professor of Communications and Arts, the Grant Campus Associate Professor of Visual Arts, and the College Associate Dean for Planning and College Master Schedule.

c. The Evaluation Committee will solicit and consider public comments submitted by those who view the public displays at the Grant Campus of the designs submitted by Firms selected as part of the Phase II design competition.

6. **Administrative and Technical Questions**

a. **Administrative Questions** will be submitted in writing to the contact listed in paragraph 4 above. E-mail and fax are acceptable; e-mail is preferable.

b. **Technical Questions** will be submitted in writing on or before May 5, 2011, to the contact listed in paragraph 4 above. E-mail and fax are acceptable; e-mail is preferable. Firms are encouraged to submit questions prior to the Proposers’ Conference, to enable full discussion at the Proposers’ Conference. The College Evaluation Committee will develop responses to the technical questions. Responses will be issued by the College in the form of an Addendum to this RFQ, following the Proposers’ Conference.
Office of Business and Financial Services is Sole Contact during RFQ Process

All communications during the RFQ process should be directed to the Office of Business and Financial Services or, as appropriate, the College’s Legal Affairs Office.

Communication with any other College or County employee or any member of the College Evaluation Committee or any incumbent Firm for the goods and services being procured pursuant to the RFQ may be cause for disqualification from the RFQ process.

All meetings with firms selected to participate in the design phase prior to the selection of the final firm will be collectively held with representatives of all such firms.

7. Proposers’ Conference and other Mandatory Meetings

A mandatory Proposers’ Conference for this RFQ will be held on April 28, 2011, in the Captree Commons Building, Room 144, at the Grant Campus, Crooked Hill Road, Brentwood, New York, 11717, starting at 10:00 AM. The Conference will conclude with a visit to the proposed building site.

The Proposers’ Conference will provide information Respondents may find useful as they consider how to respond to the RFQ.

The College will provide information with regard to the nature of the building, so that, in the absence of a fully elaborated program plan, the Responders have information that allows them to determine what resources they may need, the nature/types of firms with whom they may wish to partner, and the complexity of the project in which they may be involved, even before they have participated in the design competition.

In terms of process, the conference will cover the following:

1. The RFQ process
2. Procedural Questions and Answers
3. Discussion of the Design Competition Process
4. Discussion on Qualifications
5. Construction Design and Management Questions

In terms of the building, the conference will cover the following:

1. Overview of the Campus
2. Academic Goals and Objectives for the Building
3. Infrastructure at the Campus and the Planned Building
4. Communications Infrastructure
5. Security Requirements

The conference will conclude with the following:
1. Requests for Additional Documentation from Participants
2. Final Questions/Answers
3. Other Issues/Topics
4. Visit to Proposed Construction Site

All conference participants will be notified of any subsequent meetings on the RFQ.

Additional meetings will be held for firms selected to participate in the design phase.

Attendance at these meetings will be mandatory. Failure to attend any mandatory meeting will disqualify the firm from further consideration.

8. Due Date for Submittal of Qualifications

Qualifications will be submitted to the attention of Mr. Ryan, at the address listed in paragraph 4 above by 4:00 p.m. on May 12, 2011. In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFQ and applicable to all Firms.

The due date for submission of design proposals will be set once the final list of firms for that phase is selected.

9. Number of Copies

One original and 14 copies of the Qualifications package are required, plus one copy on a diskette using an MSWord or ASCII format. Submittals should not be permanently bound.

10. Qualifications Format

Qualifications packages will include the following:

a. Transmittal Letter on Firm Letterhead

Signed by a corporate officer or an authorized agent of Firm

b. Firm Profile: Response to Questions set forth in Section II

This section will be used in the College’s evaluation of Firms’ specific qualifications, as they pertain to this project. Use the format (expand as appropriate) set forth in Section II, entitled “Firm Profile.”

c. Firm’s Proposed Technical Services/Products: Responses to items set forth in Section III
This section will be used in the College’s evaluation of Firm’s proposed technical services. Use the format (expand as appropriate) set forth in Section III, entitled “Technical Proposal Requirements.”

e. **List (if applicable) of Sub-firms**

Identify all design team members (individuals, firms) proposed to work with the lead Firm and their function on the team.

Respondents will provide qualifications, including prior relevant experience, for all team members, including individuals and firms not directly employed by the proposing firm. Failure to include this information in the Proposal may be grounds for disqualification. Given the complexity and specific nature of this project, qualifications and experience of all team members is of paramount importance.

f. **Requested Changes to Model Agreement**

Firm should identify any items set forth in the Model Agreement (reference Section V) which Firm requests be negotiated.

g. **County Disclosure SCEX Form 22**

Three originals, signed by a corporate officer or an authorized agent of Firm and notarized, are required. SCEX Form 22 is included in the Section entitled “Legal Appendices/County Forms.”

h. **County Bid Certification Form SCPD-7**

One original, signed by a corporate officer or an authorized agent of the Firm. Form SCPD-7 is included in the Section entitled “Legal Appendices/County Forms.”

i. **Living Wage Forms**

Signed by a corporate officer or an authorized agent of the Firm. Forms are included in the Section entitled “Legal Appendices/County Forms.”

j. **Certificate of Authorization**

If applicable, Firm will submit with its proposal a copy of its current Certificate of Authorization issued pursuant to § 7210 of the New York Education Law. Firm will also submit with its proposal the Certificate(s) of Authority of any sub-firm or subcontractor who will perform any professional engineering services under this RFQ. Failure to submit copies of Certificate(s) will be grounds to reject any proposal and disqualify Firm as not meeting the necessary minimum qualifications to perform the services required to be performed under this RFQ.
11. **Selection Process**

The College will evaluate the submissions through a point rating system (Phase I). The College will select a short-list of qualified firms to participate in the design phase (Phase II).

The College will work with the Phase II Firms to present information that allows them to develop and submit representational designs of the proposed structure.

The Evaluation Committee will present those designs to the College and, on its further evaluation, will recommend the College to engage the firm whose proposal it concludes is in the best interest of the College.

The Evaluation Committee will recommend a design firm to the College’s Board of Trustees for final award.

12. **Award Criteria**

**PHASE I**

| Points | Technical Approach | 10 |
| Firm(s) Experience | 10 |
| Team Qualifications | 10 |
| Experience with College Library Buildings | 20 |
| Site planning | 5 |
| Engineering Experience (MEP/LEED) | 15 |
| Information Technology Experience | 10 |
| References | 20 |

| Total | 100 |

**PHASE II**

| Points | Design | 70 |
| Cost Proposal | 30 |

| Total | 100 |

If multiple organizations partner together when responding to this RFQ, the combined experience of all partners will be evaluated. The College will only contract with the lead firm, who should be clearly identified in the response to this RFQ. Evaluation of the cost proposal will include both the proposed design fee and the construction cost estimate for the proposed building. The realism of these relevant costs will also be included in the evaluation. Therefore, any supporting documentation that demonstrates the accuracy of construction cost estimates will
13. **RFQ Policies and Procedures**

a. The Office of Business and Financial Services has responsibility for maintaining a control list of all potential respondents. Firms that intend to submit a qualifications package will advise the College's Office of Business and Financial Services of this. Firms that received notice of this RFQ from the Office of Business and Financial Services do not need to do this.

b. The College will select a short list of firms, whose qualifications best meet its needs, to participate in a design competition (Phase II).

c. The College has appended a "Model Agreement" (see, Section V) that covers the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law, as deemed appropriate by the College's Legal Affairs Office or the County Attorney's Office and as agreed to by negotiation with the selected Firm.

d. Firm's response to this RFQ, as may be subsequently modified in negotiations with the College, may be included as exhibits in any contracts that the College may execute with Firm.

e. The College reserves the right to amend this RFQ. The College reserves the right to reject any or all of the qualifications packages, or any part thereof, submitted in response to this RFQ, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the College. The College reserves the right to request additional information from any respondent. The College reserves the right to award negotiated contracts to one or more Firms.

f. This RFQ is not intended and shall not intended and will not be construed to commit the College to pay any costs incurred in connection with any qualifications package or to procure or contract for any services.

g. The decision to award a contract to one of the Phase II Firms will be based on Firm's ability to provide quality services and products and to comply with all applicable laws, rules and regulations, including without limitation the local preference and other Suffolk County local laws set forth in the Section entitled "Legal Appendices/ County Forms."

h. The selection of the Phase II Firm and the decision to award a contract will be made as judged to be in the best interest of the College and will be made by the College Evaluation Committee, including but not limited to, the representatives set forth in paragraph 5, entitled "Evaluation Committee" of Section I of this RFQ.

i. The College General Counsel acts as counsel to the Evaluation Committee but does not
vote in the selection process.

j. Each qualifications package will be examined to determine whether it is responsive to the requirements of this RFQ.

k. While the College is under no obligation to contact Firms for clarifications prior to the final award of contract, it reserves the right to do so at the discretion of the College Evaluation Committee.

End of text for Section I
Section II
Firm Profile

The information requested applies to the lead firm and all partner firms if any. The lead firm should be clearly identified.

1. General Information/Firm History

   a. Firm Name, e-mail, main address and all branch office addresses.
   b. Description of the firm (e.g. business corporation, not-for-profit corporation, proprietorship, etc.). If applicable, identify all principals and the ownership interest of each.
   c. Year Firm was founded and brief history.
   d. Total number of employees and total number of licensed professionals. Include an organization chart as relevant.
   e. Location(s) from which services will be performed.
   f. Annual fee income for the past three (3) years.
   g. The general and specific design specialties/expertise and overall resources.

2. Technical Approach

   Describe thoroughly:
   a. How the Firm comes to an understanding of project requirements;
   b. Demonstrate a thorough recognition of the problems to be addressed.
   c. Summarize how the Firm will respond to the specific project scope of work;
   d. Identify techniques used by the Firm to realize innovative or creative design approaches and/or strategies;
   e. Describe how the Firm will establish and maintain communication with the client throughout the project.
   f. Discuss any specific or special qualifications for this project.

3. Expertise of Firm, including Qualifications and Experience of Personnel
a. Describe your Firm’s experience in providing services and products similar to those requested in this RFQ, particularly any projects for governmental entities, colleges or universities (specifically library buildings).

Describe your Firm’s experience with the design and construction of buildings used for library instruction at the college level.

Describe your Firm’s experience in the design of buildings incorporating technology and multimedia resources.

Describe your Firm’s experience with LEED design and construction.

b. References are required:

Provide a reference list of clients.

For each, provide the client name and address, a project description, photographs, location, project cost and completion date.

For each, describe what role your Firm played in its engagement with the contact client.

Provide a contact name, title and contact number (phone number, e-mail) for each reference.

For each engagement, indicate if the project was completed within budget and within the agreed upon design and construction timetables.

The College reserves the right to contact any client listed.

The entire list of references should be clearly identified and separated in the qualifications package.

c. For the project team proposed to work with the College:

Describe the qualifications and background of each participant as it relates to the College’s project.

Provide the title and role of each team member, including principals.

Provide a resume for each team member.

Describe how the each team member’s expertise and experience on similar projects qualifies them to work on college library buildings.
e. For any and all sub-consultants proposed for engagement:

Describe the qualifications and background of each participant as it relates to the College’s project.

Provide the title and role of each team member, including principals.

Provide a resume for each team member.

Describe how the each team member’s expertise and experience on similar projects qualifies them to work on college library buildings.

f. Provide a list of all contracts with the College or the County of Suffolk within the last five years (regardless of type of service) and the time period for those services.

g. As appropriate to working on the proposed project:

Describe any specialized materials or equipment the Firm possesses (i.e. CADD, word processing systems, specialty design software, reference materials, drawing archival systems, etc.) that it can use on the project.

h. List any design awards Firm has received that are germane to the project.

4. Quality Control

a. **Operational Plan:** Describe how the firm manages, supervise, reviews and controls its project work.

b. **Record and Reporting Systems:** Describe how the firm self-monitors and ensures it maintains complete and accurate project records.

c. **Operating Problems:** Other than litigation, discuss any operating problems the firm has experienced in the past five years and describe their resolution.

5. Financial Viability

a. **Financial Statements**

Submit current certified financial statements prepared within the past twelve (12) months.

b. **Indebtedness to County and/or College, Liens and Litigation**

i. Submit a statement as to indebtedness, if any, to the County and/or College.
ii. Submit a listing of all outstanding liens, if any, against Firm.

iii. Submit a summary of litigation, if any, against Firm and its disposition.

End of text for Section II
Section III
Technical Requirements for the Design Services

Firms must demonstrate that they can provide services to meet all of the requirements within this section in order to be considered for Phase II.

1. Project Scope

a. Projected Budget

The total budget for design, construction, furniture and equipment is $32,400,000.

The maximum reimbursement allowed for design, inclusive of all design-related costs, is $1,600,000.

Firms must demonstrate that they can provide the required services and design a facility that can be constructed within this budget.

b. Project Process

A College Evaluation Committee will evaluate initial qualifications of responding Firms (Phase I).

The College will hold a mandatory Proposers’ Conference before the RFQ responses are due, where it will provide respondents information about the project.

The College may hold subsequent meetings on the project, before RFQ responses are received. **All meetings are mandatory. Failure to attend a meeting will disqualify the Firm from further consideration.**

All firms on the College’s contact list will be notified of all meetings held with potential respondents.

Subsequent to the receipt of responses to the RFQ, the College Evaluation committee will select a list of firms to participate in a design competition (Phase II).

The Phase II Firms will collectively meet with the College to understand the College’s intent with regard to the proposed building and the nature of the design competition. **Attendance at such meeting(s) is mandatory. Failure to attend a meeting will disqualify the Firm from further consideration.**

Each Phase II Firm will be required to submit one (1) design concept. Only one design will be accepted from each Phase II Firm
The Firms, not the College, are responsible for any cost of their participation in the
design competition.

The final design concept must be of sufficient complexity and completeness to visually
demonstrate the Firm’s proposed design.

At their discretion, Phase II Firms will decide the nature of their presentations. This
could included, but is not limited to, virtual tours, models, photographs, design boards,
arachitectural drawings and or renderings, sample finishes and color boards etc.

After the design competition, the Evaluation Committee will select the firm whose
submissions, inclusive of its response to the RFQ and its design concept, best meets the
interest of the College.

The design competition portion of the proposals will be of paramount significance in the
selection of the firm to design the building.

The College will contract with that selected Firm for the design of the building.

The College will provide documents and hold one or more meetings (on location, vision
of building, LEED requirements, instructional requirements, office and ancillary
requirements, technology requirements, equipment requirements) which will inform
participants in the design competition and will allow their presentations to reflect their
understandings of the College’s intent. **Attendance at such meeting(s) is mandatory.**
**Failure to attend a meeting will disqualify the Firm from further consideration.**

c. **Time Frame**

The time frame for the project will be as follows:

- Qualifications Packages Due: May 12, 2011
- Selection of Pre-qualified Firms: June 2011
- Design Competition Proposals Due: August 2011
- Selection and Award of Firm Contract: September 15, 2011
- Start of Firm Services: September 2011
- Completion of Programming/Sketch Study Phase: November 2011
- Completion of Preliminary Design: January 2012
- Completion of Contract Document Phase: June 2012
- Bid and Award of Construction Contracts: August 2012
- Start of Construction: September 2012
- Completion of Construction: December 2013
d. Existing Conditions

The library on the Grant Campus is located in the Sagtikos Building, which also houses the theatre and science laboratories. The library was not originally intended to be a part of the Sagtikos complex, however, in 1993 it was placed there as a temporary measure until an independent building could be built. The existing 15,520 square foot library is approximately half the size required by SUNY standards.

Between 2000 and 2009, enrollment at the Grant Campus increased by 58 percent further exacerbating the problem of limited library space (see table below). The data provided is for Fall semesters.

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<td>2008</td>
<td>8588</td>
</tr>
<tr>
<td>2009</td>
<td>9357</td>
</tr>
</tbody>
</table>

The enrollment projection for the Grant Campus for the fall of 2010 is currently 9,737, an increase of 4 percent from fall 2009.

2. General Requirements and Guidelines for the Completed Building

The design should create access to the best of current (and future) information technologies and digital and print resources to foster active and collaborative learning as well as research and study. In addition, this facility should accommodate cultural programming and displays. Flexibility in terms of layout, furniture, wiring, etc. is paramount as this building must stand the test of time and new developments in our complex and ever changing information environment for decades to come. Consideration should be given to possible expansion in the future. Special attention to HVAC, LEED design, acoustics, mapping and line of sight are essential. The building needs to be a dynamic environment that provides a multitude of smaller areas which by their design allow for everything from solitary study, to socializing, to high-tech production.

The following general guidelines and requirements apply to this project.

a. The new Learning Resource Center Building will complement the existing buildings at the campus and make a statement consistent with the vision of the College.
b. Designs should result in an effective, practical and inviting learning environment with diverse and flexible working spaces resulting in the premier teaching/learning environment on campus. Spaces should be designed with library patrons in mind, providing user-friendly service points and seamless service so that project work can be completed expeditiously. Designs should strike an effective balance between attracting students and preserving core library functions. Designs elements should incorporate both campus and regional culture in a transcendent manner.

c. The building is to be a three story structure and will be located between the plant operations area and the Health, Sports and Education Center as shown in Attachment #1. The shape and precise positioning of the proposed building in Attachment #1 is for illustrative purposes only. The location, site plan and landscaping for the new building will carefully consider the College’s current Master Plan, which is available on the College website under the heading “Strategic Planning.”

d. The design will include connecting pathways and a landscaping plan.

e. Programming and space allocations must meet or exceed SUNY guidelines based on current and projected enrollments.

f. Designs must result in an effective, practical and inviting learning environment with diverse and flexible working spaces.

g. Spaces must be designed with students, faculty, staff and visitors in mind, providing user-friendly service points, ease of ingress and exit.

h. Different types of study spaces should be considered including quiet/private areas as well as more social gathering spaces where ideas and accomplishments may be exchanged. Group study rooms should also be considered. The quality of work spaces and acoustics will be paramount.

i. Furnishings should be comfortable, durable, ergonomically sound and adaptable/flexible, creating a relaxing, inviting image. Furnishing should be conducive to student use including private study, group study, lounge study, laptop use, and food and beverage consumption. Certain spaces and furnishings should be adaptable and not rigidly configured as needs will change. The degree of modularity for these spaces and furnishings should be evaluated.

j. The design must allow multiple activities and instructional programs to occur without shared disruption.

k. The design must balance attracting students and preserving core instructional functions.

l. The design must meet Americans with Disabilities Act (ADA) requirements.

m. Sufficient storage spaces and receiving areas must be provided and should be based on the design space allocations and uses, including media/periodical storage areas. The location of storage areas should focus on operational efficiency.
n. The design must include sufficient space for building services, located to support operational efficiency.

o. Heating, ventilation and air-conditioning systems must produce a quality and flexible environment.

p. Appropriate information technology (IT) infrastructure must be provided throughout the building. IT will support the space programming described in this RFQ including spaces such as classrooms, wired computer labs, public access research stations and learning spaces, and general wireless connections.

q. Computer and internet access, including the number of data ports, the quality of the telecommunications system, and the quality of public access workstations, must be evaluated and incorporated effectively into the design of the building.

r. The IT infrastructure must be compatible with the College’s existing network architecture.

s. The design of the overall technology and communications structure must anticipate technology changes and anticipate how such changes can be incorporated into the structure and the furnishings.

t. Work spaces, storage facilities, classrooms, and lecture halls will be designed to accommodate and, to the extent funds are available, support the installation of state-of-the-art media and multimedia capabilities.

u. The design will include (and to the extent funds are available) allow for the purchase of easy-to-use, state-of-the-art media and multimedia equipment.

v. The building must include a full and functional security system that is compatible with the College’s current security infrastructure.

w. The project must meet LEED standards and Suffolk County construction requirements.

x. The College intends to seek third party LEED certification of the construction so prospective firms should be experienced with this process and the potential effects on the project. The College’s goal for this project is to obtain LEED Gold certification.

y. The overall construction of the building should consider the need for expansion in the future.

z. The quality and aesthetics of both natural an artificial lighting in the building is paramount, including the positioning of fixtures and control of glare.

3. Preliminary Space Programming
These areas will be more thoroughly defined during the design competition (Phase II). They are provided here to help potential design teams further understand the qualifications needed for this project. They are not all inclusive of every space in the new building and are subject to change.

a. An information commons with computers, help desks, group work spaces, offices and movable furniture.

b. Approximately 6 electronic classrooms.

c. Multiple study rooms and tutoring rooms varying in size from 4 person rooms to 12 person rooms.

d. A teaching and learning center.

e. A center for academic excellence which includes a reading lab, language labs, testing areas, tutoring rooms and faculty offices.

f. A multimedia laboratory.

g. An educational technology unit suite.

h. A media department area for production, editing, classroom services, associated offices and a studio.

i. A service point for circulation and reserves.

j. The head librarian’s office.

k. Reference stack areas including shelving and tables for various activities including workshops.

l. Circulation stack areas including shelving, quiet study carrels and PC workstations.

m. Comfortable seating areas.

n. A gallery without walls in lobbies and corridors.

o. A large video conference room for Board meetings and special functions.

p. A lecture hall.

q. A café.

r. An outdoor garden with wireless access, seating and tables.

s. As many traditional classrooms as can fit in the remaining space.
4. Scope of Work Subsequent to Contract

The selected firm will provide services to the College for the following project phases:

- Programming/Sketch Study
- Preliminary Design
- Contract Document
- Permitting
- Final Approval
- Bid and Award
- Construction
- Commissioning
- Operations, Maintenance and Systems Manual
- Training

Throughout the project, the Firm must provide no fewer than bi-weekly updates of progress.

Respondents must propose the frequency of additional updates.

Respondents must propose the form of delivery of updates.

Respondents must agree to immediately bring to the College any delays that have the potential to affect the project schedule.

a. Programming/Sketch Study Phase

i. Project Specific Requirements

This stage will be a refinement of the selected design proposal.

ii. Standard Requirements

Firm must:

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

2. Submit a report (five sets) that sets forth the findings, recommendations, proposed schemes, sketches, cost comparisons and estimates, and construction schedules to the College for review and comment.
(3) The College will review the report to select alternatives, to re-define the project scope if needed, and to critique cost estimates and construction schedules.

(4) Firm will make changes requested by the College and submit five sets of the approved programming plan and sketch/study.

b. Preliminary Design Submission Stage

Upon approval of the Programming/Sketch Study Phase report, Firm will:

i. Prepare preliminary contract documents for the project.

(1) Firm will prepare all contract documents.

(2) All contract documents will reflect the requirements of General Municipal Law 101 (Wick’s Law) and comply with all applicable local, State and Federal laws and codes including but not limited to the laws or codes of the Suffolk County Department of Public Works, the Suffolk County Department of Health Services, the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Water Authority, the Long Island Power Authority, Keyspan, the State of New York, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency.

(3) Any required tests and inspections will be incorporated into the contract documents.

(4) Drawings will consist of plans, one-line diagrams, system schematics, installation details, equipment elevations and other drawings to fix and illustrate the size and character of the project in its essentials.

(5) Drawings will be prepared using a computer aided drafting and design (CADD) system, equal to or compatible with AutoCad Release 2002 (or later) from Autodesk.

(6) Firm will prepare outline specifications detailing the primary equipment and materials proposed for the project. Outline specifications will be prepared in 16-division Construction Specification Institute (CSI) format.

(7) All drawings, tracings and specifications will become the property of the College upon their approval and acceptance in writing by the College or upon termination of Firm’s services.

(8) The College may choose to put such documents on its website in read-only format to facilitate the bidding on the construction phase of the project.
(9) Firm will retain the copyright on such documents.

ii. Prepare a detailed preliminary cost estimate.

(1) The cost estimate will be prepared in sufficient unbundled detail to insure that the project scope is in compliance with the project budget.

(2) The estimate will offer alternatives and cost comparisons.

iii. Prepare a construction schedule.

A revised construction schedule will also be prepared.

iv. Provide samples of proposed furnishings, fixtures, color schemes, treatments and other significant design elements such that the College can make informed choices.

College staff will evaluate proposed furnishings to test comfort, flexibility, durability and overall use.

v. Submit for approval four sets of the preliminary drawings, outline specifications, cost estimates and construction schedules.

The College will review the submission, indicating required changes or revisions.

c. **Contract Document Stage**

Upon approval of the College of the Preliminary Design submission, Firm will do the following:

i. Prepare quality contract drawings and specifications required for the project, based on the College's review and comments during the Preliminary Design Stage.

(1) The drawings will be prepared in sufficient detail, as acceptable to the College, to illustrate the work of each contract.

(2) Drawings will reflect necessary project phasing to maintain occupancy and educational usage of portions of the campus during construction.

(3) Drawings will be prepared on minimum 30 by 42-inch sheets (D-size) utilizing a computer aided drafting and design (CADD) system equal to or compatible with AutoCAD Release 2002 (or later). Drawings will be in a format which can be posted on the College's website or provided by the Firm to bidders directly.

(4) Detailed technical specifications will be written in 16-division CSI format.
Specifications will be typed either in Microsoft Word, or a compatible format which can be posted on the College's website.

Specifications will be merged with the College Project Manual, which may also be posted on the College's website or provided to bidders by the Firm directly.

ii. Make several drawing and specification submissions to the College.

1. The College will review the submissions with reasonable promptness advising Firm of required changes and revisions.

2. Each drawing and specification submission will be accompanied with a detailed cost estimate of increasing accuracy reflecting the greater level of detail contained in the drawing and specification submissions.

3. The design will be adjusted to ensure that project cost remains within the project budget.

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

5. Upon acceptance by the College of the contract documents and prior to submission to the appropriate agencies for code compliance, Firm will submit the College two (2) sets of drawings, two (2) sets of half-size bound drawings minimum 24-lb bond paper, and two (2) copies of bound specifications.

iii. Obtain final approval from the College for all furnishings, fixtures, color schemes, treatments and other significant design elements.

d. Permitting

Firm is responsible for filing for and obtaining all applicable permits for the project BEFORE final approval of the contract documents by the College.

The project can not proceed to the Bidding stage until all applicable approvals are obtained.
Firm is solely responsible for determining which permits and approvals will be obtained given the nature of the project.

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

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

(1) Building Permits for all building renovations and new construction from the Suffolk County Department of Public Works (SCDPW), as defined by the Building Code of New York State, Chapter 1, Section 101. In addition, approval from the Suffolk County Department of Fire, Rescue and Emergency Services (Fire Marshall) will also be obtained. Typically, the SCDPW will forward submissions to the Fire Marshal’s Office for review on behalf of the submitter. However, it is ultimately Firm’s responsibility to obtain all permits and approvals. Approval for all projects will be obtained from the Fire Marshall even if building permits are not required.

In addition, construction projects that exceed $1,000,000 will comply with Local County Resolution No. 126-2006, “Implementing Leadership in Energy and Environment Design (LEED) Program for Future County Construction Projects”. The SCDPW is the agency that enforces the LEED standards. It is the firm’s responsibility to determine the applicability of this legislation given the nature of the construction.

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

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

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

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

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

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

iii. Any changes or modifications to the contract documents or any other document preparations and submissions necessary to obtain all applicable permits and approvals will be the responsibility of the Firm, and will be provided by the Firm at no additional charge to the College.

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

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

e. Final Approval

After all applicable permits and approvals are submitted to the College, Firm will make a final submission of contract documents to the College.

i. Upon acceptance by the College of the final submission, the Firm will submit:

(1) One set of four (4) mil Mylar reproducible drawings;

(2) Two (2) sets of full size drawings;

(3) Four (4) copies of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files will be complete, illustrating the complete drawing that is provided. (Drawings utilizing background “X-reference” files will include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in “opening” the files. Drawings will be in a format which can be posted on the College’s website;

(4) Four (4) half-size bound drawing sets on minimum 24-lb bond paper;

(5) One (1) set of loose (unbound) specifications suitable for reproduction, along with two (2) bound copies;
(6) Four (4) copies of the specifications stored on non-erasable compact disks with a directory corresponding file name to each specification section. Specifications will be in a format which can be posted on the College’s website;

(7) Four (4) sets of final cost estimates;

(8) Four (4) copies of a construction schedule; and

(9) One (1) complete electronic copy of the College Project Manual (including all technical specifications), which may be posted on the College’s website or provided by the Firm to bidders directly.

f. **Bid and Award Stage**

During the Bid and Award phase, Firm will:

i. Provide drawings, specifications, wage rate schedules and project manuals to prospective bidders and manage the collection of contract document deposits according the General Municipal Law.

ii. Attend a pre-bid meeting to describe and discuss the project with prospective bidders, answer any questions concerning the bid documents during the bid period, and issue any required addenda including written addenda and revised drawings as required.

iii. Assist the College in the tabulation of bids and review of bid documents for conformance with bid requirements.

(1) If the College receives bids that are over the final cost estimate, Firm will revise the bid documents to bring the work within the project budget, and allow rebidding of the entire project or certain components of the prime contracts. Firm will not receive additional compensation for the services associated with rebidding.

(2) Upon receipt of acceptable bids, Firm will review the qualifications of the lowest responsible bidder for each contract, and make recommendations for award in written form.

g. **Construction Stage**

During the Construction Phase, Firm will:

i. Make a minimum of one weekly site visit (more if required by job conditions) to review construction in progress. The purpose of the visits is to be familiar with the progress and
quality of the work and to determine if the work is in accordance with the Contract Documents.

ii. Manage and/or perform all necessary inspections and testing required by the applicable codes and regulatory agencies.

iii. Certify, in writing, all test reports and inspection documentation and submit to the appropriate regulatory agencies, as required, with copies to the College.

iv. Administer weekly progress meetings during which Firm will take minutes, distributing the minutes to prime contractors and College administrative personnel.

v. Review and approve samples, schedules, and shop drawings for conformance with the Contract Documents, as outlined in the Project Manual General Conditions. Maintain logs of such reviews.

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

vii. Review and approve periodic payment requests.

viii. Review and approve change orders as deemed necessary. Maintain logs of such reviews.

ix. Witness performance tests of all installed equipment and systems.

x. Assist the contractors in startup, testing and commissioning of primary systems and equipment.

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

xii. Make recommendations to the College that the contractors have completed all required contract work.

xiii. Assemble written guaranties and warranties from the contractors and submit to the College.

xiv. Review and approve of contractor’s operations and maintenance manuals.

xv. Review and approve of the “as-built” drawings prepared by the contractors. If requested, Firm will provide electronic copies of the design drawings in CAD format to contractors so that as-built drawings may be generated.

xvi. Review and approve of final payments to the contractors.
xvii. Provide written certification that the work is in accordance with the Building Code of New York State and provide any other written certifications as required by the various regulatory agencies.

xviii. Provide a complete set of as-built drawings for the project in the following formats:

   (1) One set of four (4) mil Mylar reproducible drawings;

   (2) Two (2) sets of full size drawings;

   (3) Two (2) copies of all drawing files stored on non-erasable compact disks with a directory corresponding file name to drawing title. Drawing files will be complete, illustrating the complete drawing that is provided. (Drawings utilizing background “X-reference” files will include the background on the drawing file.) Compressed files are acceptable as long as compression software is provided to assist in “opening” the files. Drawings will be in a CAD format.

xix. Obtain a Certificate of Occupancy at the completion of the project from the SCDPW. The College will receive complete copies of any submissions made to SCDPW in order to obtain a Certificate of Occupancy. Please note that the SCDHS requires stamped and sealed as-built drawings of water, sewer and drainage systems for approval. A Certificate of Occupancy will not be issued by SCDPW without SCDHS approval.

h. Commissioning

The following commissioning services will be provided by the Firm as part of this project for the mechanical/electrical systems installed (testing and balancing will be performed by an independent testing and balancing contractor):

i. Develop specific Commissioning Plans and Specifications.

ii. Develop acceptance procedures.

iii. Develop training requirements and provide system training.


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

vi. Perform on site observations during construction.

vii. Supervise the acceptance tests, including verification and performance tests.
viii. Prepare and submit a commissioning report.

ix. Organize As-Built records.

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

i. **Operations, Maintenance and Systems Manual**

The Firm will produce an Operations, Maintenance and Systems Manual for the mechanical/electrical systems installed.

The Operations, Maintenance and Systems Manual will include, but not be limited to, the following:

i. A set of small scale floor plans, color coded to indicate HVAC zones and the locations of control devices, sensors, test ports and major pieces of equipment.

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

iii. Wiring and control diagrams.

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

v. Procedures for starting, operation and shut down for every system, including emergency instructions, seasonal start up and shut down, abnormal and emergency modes of operation and safety precautions.

vi. Maintenance and overhaul instructions including lubrication schedules.

vii. Complete annual maintenance schedule.

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

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

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

xi. Installation instructions.

xii. Corrected shop drawings.
xiii. Product information, including performance curves, rating data, features, options etc., on all installed equipment.


xv. As built documents.

xvi. Control schematics and computer graphics.

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

xviii. Initial and final design intent documents.

j. Training

Training for College Operations and Maintenance staff will be provided as part of this contract. While training on specific pieces of equipment will be provided by the installing contractor, system training will be provided by the Firm.

Training will include but not be limited to the following topics:

i. Theory of operation including basic concepts, energy efficiency, indoor air quality, comfort, seasonal modes of operation, occupied vs. unoccupied or partial occupancy, emergency conditions and procedures.

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

iii. Use of reports and logs.


v. Design Intent.

vi. System operational procedures for all modes of operation.

vii. Specialized manufacturer’s training programs.

The training program should include classroom activities and on site building system familiarization. Some formalized training may take place in manufacturer’s facilities or other technical training centers.

5. **Option No. 1 - Construction Oversight (add alternate)**
Firm will provide alternatives for construction oversight services ("clerk of the works") for the duration of the project. The recommended personnel will be experienced with projects of a similar nature, and this experience will be documented on resumes to be submitted as part of the response to this RFQ.

Firm will provide a breakdown of the time to be allotted and the level of communication to be established between Firm’s representative and College personnel for each alternative.

Whether or not these services will be selected as part of Firm’s scope of work will be at the discretion of the College. These services will be considered as a separate item from the base proposal.

End of text for Section III
Section IV
Cost Proposal

This section only applies to the design competition submissions (Phase II). No cost proposals are to be submitted with the initial qualifications packages (Phase I).

1. Cost proposals will be provided in a separate sealed envelope. The base bid will be set forth separately from the add alternate bid but may be included in the same sealed envelope.

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

3. Firms must submit a schedule of rates and hours to be charged for the project.

4. Firms must be aware the maximum reimbursement the College will allow for the total design is $1,600,000, to include any and all reimbursable expenses related to design (i.e. surveying, borings, postage, FedEx, etc.)

5. Respondents may propose a maximum reimbursement amount for work in the defined scope of services of less than $1,600,000.

6. Firms will be reimbursed on an as-billed basis, not to exceed the contracted amount, based on the hours work and the rates charged, based on the scope of work defined in the executed contract.

7. Firms may separately propose to provide construction management services. Construction management, like design services, must be quoted on a rates/hour basis, with a not to exceed total allowed.

8. Payment Schedule

Payment by the College will 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>20%</td>
</tr>
<tr>
<td>Permitting</td>
<td>5%</td>
</tr>
<tr>
<td>Final Approval</td>
<td>5%</td>
</tr>
<tr>
<td>Bid and Award</td>
<td>5%</td>
</tr>
<tr>
<td>Construction</td>
<td>20%</td>
</tr>
<tr>
<td>Commissioning</td>
<td>10%</td>
</tr>
<tr>
<td>Operations, Maintenance and Systems Manual</td>
<td>5%</td>
</tr>
<tr>
<td>Training</td>
<td>5%</td>
</tr>
</tbody>
</table>
Construction Oversight

End of text for Section IV
Design Competition for the
Grant Campus Learning Resource Center at
Suffolk County Community College
Grant Campus, Captree Hall, Rm 113

Initial Conference: February 28, 2012 @ 10:00 AM
Proposal Due: March 28, 2012

For additional information, contact:
Frank Ryan
Administrative Director of Business Operations
Phone: 631-451-4435
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E-mail: ryanf@sunysuffolk.edu
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Section I
Introduction and Process Review

1. Purpose of Design Competition

a. This represents the second phase of the design team selection process. In this second phase, the selected firms will submit design proposals for the building, from which the evaluation committee will select the final Firm. These design concepts should be sufficiently complete and use any necessary materials (i.e. virtual tours, models, photographs, architectural drawings and or renderings, sample finishes and color boards etc.) to visually demonstrate the Consultant’s design.

2. Results of Phase One and Subsequent Changes

a. The materials and requirements outlined in Request for Qualifications (RFQ) package still apply to this second phase of the design team selection processes. The only changes to the RFQ scope of services are provided in Appendix A. The sections on Commissioning; Operations, Maintenance and Systems Manual; and Training have been updated to better reflect the true scope of work covered under contract.

b. The College’s Office of Business and Financial Services remains responsible for coordinating this phase of the design team selection process. All administrative and technical questions and other communications should be directed to that office. Communication with any other College or County employee or any member of the College Evaluation Committee or any incumbent Firm for the goods and services being procured may be cause for disqualification from this process.

c. The Evaluation process for this phase is as outlined in the RFQ.

d. All meetings with firms selected to participate in the design phase prior to the selection of the final firm will be collectively held with representatives of all such firms. Attendance at these meetings will be mandatory. Failure to attend any mandatory meeting will disqualify the firm from further consideration.

3. Due Date for Design Competition Submissions

a. Design competition submissions will be submitted to the attention of Frank Ryan by 4:00 p.m. on March 28, 2012. In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum and applicable to all firms.

4. Number of Copies

a. Given the nature of these submissions, only originals will be required.

5. Design Teams

a. All design team members (individuals and firms) identified in the qualifications packages submitted by the short listed firms are assumed to be fixed. Any changes to design team
firms and/or personnel must be brought to the College’s attention immediately and are subject to College approval.

6. Award Criteria

   PHASE II

   Design  
   Cost Proposal  

   Total  

   Points  
   70  
   30  
   100

7. Project Budget

   a. The total budget for design, construction, site improvements, fixed furniture and equipment, technology and loose furniture is $32,400,000. The maximum reimbursement allowed for design, inclusive of all design-related costs, is $1,600,000.

8. Design Competition Process Review

   a. Each Phase II Firm will be required to submit one (1) design concept. Only one design will be accepted from each Phase II Firm.

   b. The Firms, not the College, are responsible for any cost of their participation in the design competition.

   c. The final design concept must be of sufficient complexity and completeness to visually demonstrate the Firm’s proposed design. At their discretion, Phase II Firms will decide the nature of their presentations. This could include, but is not limited to, virtual tours, models, photographs, design boards, architectural drawings and or renderings, sample finishes and color boards, etc.

   d. Construction cost estimates for the submitted design must be included with the design submission in sufficient detail to demonstrate that the building and associated landscaping and parking, technology, fixed furniture, loose furniture and equipment can be constructed within the established budget. A completed and fully functional building, ready for occupancy, must be realized within the established project budget.

   e. After the design competition, the Evaluation Committee will select the firm whose submissions, inclusive of its response to the RFQ and its design concept, best meets the interest of the College.

   f. The design competition portion of the proposals will be of paramount significance in the selection of the firm to design the building.

9. Project Time Frame

The time frame for the project will be as follows:
• Design Competition Proposals Due: March 28, 2012
• Selection and Award of Firm Contract: May 17, 2012
• Start of Firm Services: May 17, 2012
• Completion of Programming/Sketch Study Phase: July 2012
• Completion of Preliminary Design September 2012
• Completion of Contract Document Phase February 2013
• Bid and Award of Construction Contracts April 2013
• Start of Construction June 2013
• Completion of Construction December 2014

End of text for Section I
Section II
Design Guidelines

1. Project Vision

a. The proposed Grant Campus Learning Resource Center (LRC) should embody and support our College and Library missions. The new building and academic library must establish an environment where students and faculty can come together to teach, learn and discover the knowledge and skills necessary to transform lives, communities and societies. A well designed comprehensive and flexible learning resource center, accommodating a full range of learning, social and cultural activities, services, resources and technologies, will greatly enrich the Grant Campus. Design teams will be challenged to integrate these functions into a dynamic design that reflects both the particular needs of our campus community, as well as traditional, current and future academic activities in a seemingly ever changing information environment.

b. The academic programming for the building will include the Library, the Media Department, the Educational Technology Unit (ETU), the Teaching Learning Center (TLC), the Center for Academic Excellence (CAE) and the Grant Writing Center. Math and Science Centers will be integrated into the CAE. Programming and space allocations must meet or exceed SUNY guidelines based on current and projected enrollments.

c. As this is primarily an academic library building, the design and layout should communicate the college library as a sense of place and a location for emerging educational technologies. This should be apparent as one enters and then moves through the facility. Several of the entrances and lobbies of our current campus buildings have been characterized as “institutional” and not welcoming. The LRC’s entrance and lobby should have a welcoming and “warm” ambiance. Overall, the design should signal that this place of learning and culture will stand the test of time. Several committee members have strongly expressed the view that when all is said and done the building should look like a library. Special attention should be given to providing an inviting and collegiate appearance to all entrances, lobbies and vestibules. The design should strike a balance between attracting students and supporting basic library and academic functions. Ideally, the design should be both engaging and timeless.

d. The building is being located in the center of the campus. It should complement the existing buildings and hopefully add more consistency to a campus that lacks cohesiveness both architecturally and in the placement and landscaping of its buildings. Specifically, the Health, Sports and Convention Center dominates the Grant Campus’ architectural vista. Several other instructional buildings on campus are either small in scale or modular in nature and add little to the collegiate atmosphere. The proposed Learning Resource Center should be a stately structure which projects its academic nature throughout. By being located in the center of the campus, this new building should both serve as an anchor for our existing structures and as a model for future instructional buildings.

e. The diversity of activities planned for the Learning Resource Center will require architectural flexibility to respond to a wide range of programmatic goals, learning styles and needs,
resources, and technologies. Consideration should be given to such features as movable furniture and modular wall systems. Electrical service, communication and computer networking needs to be flexible, robust and present throughout the facility.

f. Furnishings should be comfortable, durable, ergonomically sound and adaptable/flexible, creating a relaxing, inviting image. Furnishings should be conducive to student use including private study, group study, lounge study, laptop use, and food and beverage consumption. A variety of workstations, tables and chairs are necessary, however, the various styles and types should be harmonious. Eclectic is fine, a hodge-podge is not.

g. Special attention should be given to the flooring throughout the building for acoustics, durability, maintainability, aesthetics and functionality.

h. New buildings have an enormous affect on the College’s operating budget. In these challenging financial times it has become increasingly difficult to add additional staff and resources as new buildings come on-line. The design of the building, and building systems specifically, should take this into account regarding the level of maintenance required on a daily, monthly and annual basis. The building should be as easy to maintain and clean as possible.

i. Leadership in Energy and Environment Design (LEED) is of paramount importance to the College and played a vital role in our last two new building construction projects. The Workforce Development and Technology Center at the Grant Campus was awarded LEED Gold this past September and the Montaukett Learning Resource Center at the Eastern Campus is currently tracking LEED Gold. LEED design decisions should be incorporated at the early stages of design. Where possible, the College is interested in real green design and energy conservation as opposed to just accumulating the ‘easy’ LEED points. Dashboard technology must be incorporated into the design for student and faculty interface with building energy information and academic program information and announcements. The College will seek third party LEED certification of the construction so prospective firms should be experienced with this process and the potential effects on the project.

2. Student Survey

a. A new library building student survey was conducted in spring 2011 and over three hundred surveys were completed. For each survey question, students were permitted to check as many boxes as they need to reflect what aspects of a library were important to them. Two of the most relevant questions and a breakdown of student responses were as follows:

**What do you usually do in the library?**

- Study alone: 218 70%
- Use the academic computer center: 149 48%
- Conduct academic research: 142 45%
- Check out books: 110 35%
- Use copy machines: 105 34%
- Study in groups: 102 33%
- Use reserves/textbooks: 88 28%
- Recreational computer use: 79 25%
Socialize: 59 19%
Use media center to view DVDs, etc.: 10 3%

**What areas do you usually use in the library?**
Academic computer center: 157 50%
Individual study carrels: 121 39%
Reference PCs: 120 38%
Reference study tables: 111 35%
Group study rooms: 90 29%
Individual study rooms: 84 27%
Media Center: 40 13%

It appears from this data that the most prevalent uses of the library in priority order are studying alone, using computer applications, and conducting academic research (using PCs). The second tier of uses which occur with almost equal frequency include checking out books, using copiers and studying in groups.

The survey also included an opened-ended question soliciting suggestions for designing the new Learning Resource Center. By far the two most frequent suggestions were to curtail student noise and to provide more individual study areas. Other prevalent suggestions were for more group study rooms, more computers with larger and private workspaces, comfortable seating, and a café.

The complete survey and data are available at:

http://www2.sunysuffolk.edu/media/library/Results20Ages20Cumulative.pdf

3. **Building Location**

   a. The location of the building is as indicated in the RFQ package.

   b. The building location is in close proximity to the Physical Operations Buildings (POB). Therefore, special attention should be given to effectively screening the POB parking lot, storage trailers and associated storage areas. An overall landscaping plan must be provided for the building.

   c. As referenced in the RFQ, Parking Lot #W can be expanded in association with this project. We estimate that two additional rows of parking can be added which amounts to approximately 250 additional parking spaces. The number of parking spaces added to both Parking Lot #W and immediately adjacent to the new building will be a function of budgetary limitations.

   d. There will be a significant amount of pedestrian traffic flow between other academic buildings and the new Learning Resource Center. Improvements to existing and additional pedestrian pathways must be included to ensure the safety of students and staff, particularly at locations where roadways will be crossed.

4. **Academic Program Requirements**
What follows in this section includes programming and guidelines for the building based on current needs. Future trends should be carefully considered when designing the building. Flexibility should be incorporated into key spaces so that this building can change and incorporate new offerings as technologies continue to evolve. Appendix B includes a table summarizing all these programming requirements, the proposed space allocations for the associated spaces and construction cost estimates. Please note that space floor assignments are illustrative only based on the relationships between spaces and these locations can be changed. These space allocations are based on SUNY Guidelines and specific experience at the College. The Consultant team is responsible for the correct interpretation of SUNY and other guidelines regarding space allocation and programming. At a minimum, SUNY guidelines must be met.

a. Circulation Area: The major service hub for loaning library materials including books, periodicals, certain media and laptops. It will also serve as the first point of contact for patrons regarding directional information, policies and procedures. Space for display and information dissemination must be provided. The circulation counter and surrounding area should be as aesthetically pleasing and orderly as possible while considering the numerous tasks that take place.

i. The circulation counter services will include the circulation of reserves, certain media programs, laptops, etc. Circulation staff will monitor the electronic security system and will need to have line of sight with the detection system near the front entrance. The counter should have dual heights with drawers and shelves underneath and a slot with depressible cart for returned materials.

ii. Provide counter space for three charging out stations, three sensitizing/desensitizing units, a cash register and a panic button.

iii. Provide desk space for 2 full-time clerical staff and desk space for part-time aides located so that the circulation counter is readily observable. Provide ample space for daily office supplies, course outlines and reserve folders and two laser printers. Provide room for a laptop cart. Consider a public fax machine.

iv. Provide a quiet enclosed work space for the full-time clerks to perform tasks related to the circulation area. To maintain line of sight with the circulation area, provide appropriate glazing on this space.

v. Provide shelving for 1,200 volumes of reserve books, returned books and course materials. Shelving end panels should face the circulation counter so shelving contents are not visible to patrons.

vi. Provide a storage room for a small print periodical and microfilm collection. This room will also house cartons of printer paper, toners, office supplies, a photocopier, fax machine and safe. Provide a work space for inserting security strips, counting money and other tasks best accomplished in a restricted area. Provide a utility sink. Consider a back entrance to this room to facilitate the delivery of paper and other items and the ongoing removal of discarded library materials.
vii. Provide space for a large laptop cart that is not visible to patrons.

b. Circulation Stack and Study Area: Book collection space of appropriate size and depth based on current and future programs must be incorporated. The current book collection size is approximately 57,000 volumes. National and peer standards suggest that this collection could expand to 85,000 volumes. Input from the design team in this area will be critical.

i. Provide book stacks to house 57,000 volumes with the potential to house 85,000 volumes. Stacks should be arranged to facilitate visual supervision by the staff and should be located away from the perimeter walls to provide room for individual study carrels and associated traffic flow.

ii. Provide carrel seating for approximately 135 students. The circulating stack area should contain the majority of individual study carrels creating a quiet study area. Provide back-to-back units rather than side-by-side units to promote quiet study. Provide power and data at each carrel. Provide comfortable seating in addition to the individual carrel seating. Consider some tables located away from the carrels but near the entrance to this area.

c. Group Study Rooms: Group study rooms can be located together. Location must consider line of sight to aid in monitoring these rooms and the acoustics and programming of the surrounding areas. Appropriate glazing must provide for external monitoring. Do not locate group study rooms in or near quite study areas. Provide sound dampening. These rooms will also be used by faculty for student study groups. Swipe cards for access to group study rooms will be obtained at the circulation counter.

i. Provide 6 group study rooms with seating for 6 patrons each.

ii. Provide 2 group study rooms with seating for 12 patrons each.

iii. All rooms must be equipped with LCDs for use with laptops and white boards. The associated data and power outlets must be provided with one outlet flush with the work surface.

d. Individual Study Rooms: These rooms are for individuals who are easily distracted by noise, need to rehearse an oral presentation, or need to use an assistive device. Location must consider line of sight to aid in monitoring these rooms and the acoustics and programming of the surrounding areas. Appropriate glazing must provide for external monitoring. Individual study rooms should be clustered, but separate from the group study rooms. Provide sound dampening. Swipe cards for access to these rooms will be obtained at the circulation counter.

i. Provide 5 individual study rooms.

ii. Provide power and data flush with the work surface.

e. Information Commons: This is a large synergistic space which merges the traditional reference room and academic computing. Students will gather information, work both
independently or collaboratively, use a full spectrum of computer applications, get assistance if needed, create their own materials, and receive instruction in information literacy. As the defining space in the Learning Resource Center it should be located on the main level easily accessible from the entrance. Special attention should be given to defining this as an instructional space. Unnecessary traffic flow should be avoided. Line of sight is very important for providing assistance and maintaining a proper environment for research, studying and teaching. Furniture should be flexible, comfortable, attractive and moveable. Consider low acoustical panels for noise reduction with shared workstations. Provide some low panels at single stations for privacy as requested in the student survey. Provide LCDs appropriately located within the space for informational and promotional purposes.

i. Provide computer works stations for 130 users including 100 individual, 20 collaborative and 10 standing height computer work stations. These stations should be located in clusters. Collaborative workstations should be located away from individual workstations due to the noise factor. The standing height workstations should be located close to the reference desk.

ii. Provide 1 reference counter and 1 technology help counter with space for two faculty members at each. Counters should be close, but not adjoining. Provide ample storage for supplies and materials at each.

iii. The existing reference collection is currently stored on 40 sections of double sided standard height shelving. Locate this collection in the Information Commons and reconfigure the shelving to counter height except for the large paralegal collection which can be on standard height shelving to minimize the footprint provided that effective lines of sight can be maintained. Choice of shelving and location should take into account that the print reference collection, except for the paralegal area, is becoming smaller due to the proliferation of digital sources. It is estimated that the reference print collection, other than the legal area, could be reduced by 25 to 50 % in the next five years.

iv. Provide approximately 6 tables for use of the print and paralegal collection.

v. Provide 2 group study rooms with seating for 6 patrons each.

vi. Provide 1 small student multimedia laboratory room for video editing with two workstations. Each station will have one set of dual computer screens, a scanner and printer.

vii. Provide 4 computer classrooms; 2 with 40 student workstations each and 1 teaching console, 2 with 30 student workstations each and 1 teaching console. Locate these rooms on the periphery of the Information Commons. Provide the capability to use projection screens and whiteboards simultaneously in these spaces.

viii. Provide 7 faculty offices for 4 full time library faculty, 1 adjunct library faculty and 2 full time ETU faculty.

ix. Provide a work area with copiers, scanners, a desk for support staff, and storage for supplies. Locate this area close to the technology help desk and ETU (Educational
Technology Unit) offices.

f. **Head Librarian Office Area:** This administrative office should be located on the first floor.

   i. Provide an office/area for the principal clerk with space for seating, four lateral files, plants and a hutch. The office should be in front of or adjoining the Head Librarian office.

   ii. Provide an office for the Head Librarian with space for a desk, a hutch, a credenza, and lateral files. Provide a small conference table with seating for 6 to 8 people and an LCD in this office or an adjoining conference room.

g. **Lecture Hall:** This room will be used for large classes, presentations and cultural programming.

   i. Provide stadium seating for 150 people. Provide a multimedia system and an associated podium for lighting and audio systems, AV inputs and a motorized screen. Consider a raised platform in the front of the room.

h. **Gallery:** This will be an enclosed space with significant glazing on the front wall. It should be large enough to hold readings, small musical venues and similar events. Special attention should be given to acoustics and soundproofing as well as security. The programming for this space should not disrupt library functions.

   i. Provide suitable wall and floor treatments. Wall construction must facilitate the hanging of art work.

   ii. Provide space and equipment for displaying multimedia artwork.

   iii. Provide minimal furniture and a lighting system suitable for a gallery.

   iv. Provide associated storage space for artwork, gallery supplies and portable seating.

   v. Provide space for refreshments.

   vi. Additional space within the main building lobby and building corridors should accommodate art work such as through the use of built-in display cases.

   i. **Café:** This space must be located away from any quiet area. Provide equipment for beverages and limited light menu items emphasizing healthy foods. Provide comfortable furnishings suitable for a café.

j. **Center for Academic Excellence (CAE):** This space, combined with the Grant Writing Center (GWC), will provide a one-stop facility for all students seeking academic support services. These centers should have a welcoming and nurturing ambiance where students feel secure seeking out professional staff as well as print and electronic resources. Furnishings should be attractive, flexible, comfortable, ergonomically sound and inviting. Pay special attention to lighting and acoustics. The main entrance should be visible and
inviting with effective use of glazing. These two centers should either be integrated or adjoining. Professionals in the CAE will provide one-on-one, group, and online tutoring in major disciplines including foreign languages as well as test-taking and study skills.

i. Provide a well-appointed vestibule with a sign-in counter and lines of sight to the open lab, the tutoring rooms and the classrooms. Provide appropriate shelved cabinets near the sign-in counter for student-resource and instructional storage.

ii. Provide 1 open lab with 40 computer workstations. Provide ample space and low acoustical panels at 20 of the workstations for ESL students to record responses. Provide space for two copiers. This lab will provide course ware for ESL students and software for all students to improve business, science, math and other academic skills. Assistive software will be available for students with special needs.

iii. Provide 1 reading computer lab with 25 student computer workstations, 1 sign-in computer and 1 reading lab instructor computer. Provide ample shelving and file cabinets for student folders and resource materials. Provide a whiteboard. This lab will facilitate independent reading skills for developmental and ESL students. Reading labs are conducted morning to evening.

iv. Provide 2 liberal arts tutoring rooms. Each room will include 4 student computer workstations, a table with seating for 8 students, shelving and file cabinets for resource materials, and a whiteboard. These rooms will be used for tutoring foreign language skills and career oriented skills respectively.

v. Provide 2 math and science tutoring rooms, each with 4 student computer workstations, seating for 9 students with a U-shaped table arrangement and a whiteboard/graphing board. Consider a projector and screen.

vi. Provide 2 special needs testing rooms, each with 6 student computer workstations, seating for 6 students with a U-shaped table arrangement, a staff desk with a computer, printer and scanner, adequate file cabinets for storage, and a whiteboard.

vii. Provide 1 science resource room with cabinets and countertops for microscopes, models, specimens and equipment. Provide two large tables, two collaborative computer workstations, an LED TV and a whiteboard.

viii. Provide 4 CAE offices as follows: 1 administrative office, 2 coordinators’ offices, and 1 specialist’s office.

ix. Provide a storage room for resource material, equipment, instructional and office supplies.

x. Provide a work room with telephone, fax, copier, scanner, document shredder, counter and cabinets.

k. Grant Writing Center: This proposed center will holistically promote writing. It will offer a program that focuses on the use of writing as a means for learning, communicating, self-
expression and critical thinking. Students will receive one-on-one and small-group assistance in writing on an interdisciplinary basis. Workshops and seminars will be offered to students as well as to faculty. All members of the campus community will be encouraged to participate in the program and to work on and seek input on any type of writing project. The center will also use the CAE tutoring rooms, the Information Commons computer classrooms or large group study rooms for student workshops or the Athenaeum for faculty seminars and workshops.

i. Provide a reception desk with a computer and file cabinet.

ii. Provide a comfortable seating area with chairs, a sofa, bookcase and low tables for spreading out materials.

iii. Provide an area with 3 round tables with seating for 15 people.

iv. Provide 1 tutoring rooms with seating for 6 each, a collaborative computer work station, an LCD and a white board.

v. Provide an open area for 8 computer workstations and ample work surface with low end panels for acoustical and privacy purposes. Provide two networked printers and a copier.

vi. Provide 1 coordinator’s office.

vii. Provide 1 storage room with a copier and work area.

1. Media Department: This department consists of both classroom services and production services. Personnel involved in classroom services include the media librarian, media clerk, AV aide and several college aides. Personnel involved in production services include the instructional media coordinator, professional assistant/photographer and adjunct PA. Production offices and rooms should be adjoining. Technical assistance is also provided by the coordinator of the Educational Technology Unit. This department should have easy access to the freight elevator for equipment delivery.

i. Provide 5 faculty offices including a Media Scheduling/Clerical Office, a Media Librarian’s Office, an AV Aide/Equipment Room, an Instructional Media Coordinator’s Office and a Media Professional Assistant/Photographer’s Office. The Clerical Office and Librarian’s Office should be adjoining. The Clerical Office will also provide support to the AV aide, the ETU area, the Teaching Learning Center (TLC) and the Instructional Media Coordinator so its location should consider these responsibilities. Provide a table for small group discussions and an LCD in the Media Librarian’s Office. The AV Aide/Equipment Room must include enough space for the AV Aide, two college aides, storage for mobile equipment carts and a storage cabinet for cameras. The Instructional Media Coordinator’s Office must include 2 computer workstations, an LCD and a table for small group discussions. The Media Professional Assistant/Photographer’s Office must include 2 computer workstations, a scanner, three large format printers, and associated supplies.

ii. Provide 1 electronic classroom with a surround sound system and seating for 40 students
and 1 teaching console. Provide moveable seminar tables on casters and a moveable teaching console. Provide a multimedia projector or two large LCDs. Give special consideration for acoustics including HVAC system noise which can interfere with the audio quality of video recordings. Provide sound dampening. Locate this room so that it doesn’t interfere with either study or office spaces. Consider no windows and a mounted camera with a tracking system to facilitate the videotaping of classes and small groups.

iii. Provide 1 video and photography studio sized to accommodate three camera setups and to store all cameras, lighting, backdrops, set furniture, etc. This space should have a high ceiling to accommodate both a track lighting system and stand alone strobes. Provide two movable computer workstations to monitor photo shoots. Special attention should be given to acoustics and HVAC noise which can interfere with the audio quality of video recordings. Ability to turn off the associated air handler for this space should be considered. Consider no windows.

iv. Provide a work room for mounting, matting, and framing photographs and storing associated supplies.

v. Provide a video editing suite accommodating 2 computer workstations, an LCD and a table for small group discussion.

vi. Provide one storage room for media equipment and supplies.

m. Teaching Learning Center: This center promotes faculty development by offering workshops on methods and technology. Individual assistance with computer applications is also offered.

i. Provide 1 TLC office in proximity to the Instructional Media Coordinator and the ETU Coordinator. The office must accommodate a desk, a collaborative workstation, a scanner, a small table for group discussions, and a LCD. Large workshops will be scheduled in the Athenaeum, the multimedia classroom or computer classrooms.

n. The Athenaeum: This will serve as a place for sharing and discussing ideas, especially focused on the process of teaching and learning. It will be used by the TLC to host certain workshops and will be used by other departments for seminars and meetings. Furnishings should be suitable for a collegiate lounge with comfortable upholstered chairs.

i. Provide approximately 4 round tables with seating for 6 at each, additional independent seating for 6 to 8 people, a moveable laptop workstation and LCD, built-in wooden shelving and files for storage and a suitable area for refreshments.

o. Educational Technology Unit: The ETU is a five member team responsible for supporting all computer based educational technologies including computer labs, electronic classrooms and the academic network.

i. Provide 3 faculty offices including an ETU Coordinator’s Office and two technical PA offices. The ETU Coordinator’s Office must include a desk large enough for two computer workstations, 6 separate computer workstations and a small table for group discussions. These offices should be located near the Media Department.
ii. Provide a research and design room to include a desk, lateral file, laptop cart and 6 computer workstations.

iii. Provide a storage room to house associated equipment and supplies.

p. **Video Conferencing Room:** This room will be used by the Board of Trustees, the President and various committees.

i. Provide a conference table with comfortable seating for 14 people and comfortable side chairs for an additional 20 people. Provide a multimedia system and an associated podium for lighting and audio systems, AV inputs, a motorized screen, and teleconferencing capability. Consider a counter and sink for preparing refreshments.

q. **Faculty Lounge Area:** Provide a separate room with windows away from public areas. Provide a counter, sink, overhead cabinets, and a refrigerator. Provide tables and comfortable seating. Consider staff restrooms in close proximity. Provide a locker area for the adjunct staff.

r. **Outdoor Garden:** Consider providing an area with controlled access from the building and tall fencing around the exterior. Consider outdoor seating comprised of tables with umbrellas, benches and individual seats. Consider planting areas surrounding the space, a patio walking surface and lighting.

5. **General Requirements**

a. The building may be a two or three story structure with or without a basement.

b. The first floor restrooms should be located near the main entrance and visible from the circulation area for monitoring. Consider an appropriately located shower.

c. High density shelving will not be permitted for any of the College’s collections.

d. The library should have a patron elevator and a freight elevator. If and when the patron elevator is not working, students with special needs will be assisted by using the freight elevator. The freight elevator will also be used by staff in the ETU, media and maintenance areas, so their access to the elevator should be considered.

e. The design must meet the most current Americans with Disabilities Act (ADA) requirements. ADA parking adjacent to the facility should be provided.

f. The building heating, ventilation and air conditioning (HVAC) systems are critical. Roof top package units and roof top ductwork will NOT be permitted. In addition, air handlers and/or fan coils should NOT be located above suspended ceilings, particular units with cooling coils and condensate pans. Particular attention should be paid to noise abatement as many spaces in the building require a quite environment. Multiple direct expansion condensing units will also NOT be permitted except for small ductless split systems for information technology closets if required. The College uses the Johnson Metasys extended architecture systems as
its building management system. New building HVAC systems must be integrated with the Johnson Metasys system. Year round cooling for computer rooms must be provided independent of the main chiller. Any variable frequency drives (VFDs) must have an external bypass. Any mechanical equipment must be located so that every component that requires service or replacement is readily accessible. Dedicated mechanical equipment rooms must be provided and include storage closets of sufficient size to hold ladders, spare filters, etc. The number of air handlers should be minimized and located in mechanical rooms. The ability to turn off the air handler servicing the media studio is important when video recording is taking place. High efficiency options should be evaluated where budgetary limits permit, such as heat recovery through heat pipes or heat recovery wheels, in slab radiant heating, a central water cooled chiller with the cooling tower located on the roof, condensing boilers, condensing domestic water heaters and variable refrigerant flow systems. An ice storage system should also be evaluated.

g. Ample electrical outlets and data ports should be provided throughout public and work spaces. Locations should avoid tripping hazards caused by students plugging in various electrical and data driven devices. Floor boxes can be used to provide these utilities in areas that accommodate movable furnishings as long as they do not create a tripping hazard.

h. Special design consideration should be given to acoustics to control noise created by students studying collaboratively in open areas and noise from large traffic flow areas such as atria and corridors, the circulation counter, classrooms, etc. A quiet “inner sanctum appeal” should be created in appropriate areas. Special attention should be given to quiet study areas, group study rooms, electronic classrooms, lecture halls, teleconference rooms and studios so that noise from the HVAC system does not interfere with teaching, learning, studying and other activities.

i. The way finding and signage program for the facility must be clear and useful. The size and complexity of the functions and spaces in the Learning Resource Center will require special attention to both mapping and way-finding to help students successfully navigate their way through the facility. Appropriate use of color, furniture, signage and directions to help define specific spaces and the associated activities should be evaluated. Touch screen technology should be evaluated for space availability and scheduling. Large exterior signage should also be included.

j. Sufficient storage spaces and receiving areas must be provided and should be based on the design space allocations and uses. Sufficient space for building services including maintenance room(s) and custodial room(s) should be included. The location of these areas should focus on operational efficiency.

k. A loading dock is essential for moving materials, supplies and equipment in and out of the facility. It should be located in the rear of the building, away from any main public entrances, in a non-public restricted area. Proximity to the storage area behind the circulation desk or a back corridor leading to it would be a plus. A garbage dumpster should be in the vicinity of the loading dock to facilitate the removal of discarded materials. Consideration should be given to screening the dumpster and loading dock to enhance the aesthetics of the building’s exterior.
1. The design must include a public address system for emergency announcements powerful enough to reach any occupant anywhere in the building. The system must be capable of being remote controlled by the appropriate security personnel. Additional security systems should include appropriate video surveillance and swipe card access to interior and exterior doors. All security systems must be compatible with the College’s current security infrastructure. Electronic signage in key areas must also be included.

m. Near the main entrance of the library, a book return slot in an outside wall must be provided. The slot should be located so that circulation staff can easily use a book cart to retrieve materials. All library patrons must enter/exit through one lobby/control point. This point should be close to the circulation counter and include an electronic security system. Once through the lobby/control point, patrons should have access to all public areas of the library. Any exterior door, with the exception of the main entrance, should have an alarm which is audible at circulation.

n. College standards for information technology including wired and wireless applications must be followed. Appropriate information technology (IT) infrastructure must be provided throughout the building. IT will support the space programming described in this document including spaces such as classrooms, wired computer labs and learning spaces, and general wireless connections. Computer and internet access, including the number of data ports, the quality of the telecommunications system, and the quality of public access workstations, must be evaluated and incorporated effectively into the design of the building. The IT infrastructure must be compatible with the College’s existing network architecture. The design of the overall technology and communications structure must anticipate technology changes and anticipate how such changes can be incorporated into the structure and the furnishings. Dedicated telecommunications room(s) must be included in the design.

o. Appropriate spaces (i.e. classrooms, lecture halls) should include state-of-the-art media and multimedia capabilities that will accommodate a wide variety of media and multimedia formats. Devices in these systems should be controlled by an easy-to-use interface.

p. Designs should incorporate large windows and effective use of quality natural lighting. All window designs should consider the resulting views and glare control, particularly on work surfaces and monitor screens. Artificial lighting systems should address specific lighting needs including book stack areas, group study, computer stations, individual work stations and tables, art galleries and exhibition areas, areas where visual images are projected, the photographic studio, etc. Light systems should reduce eye strain in all areas. Zone size, fixture density, lighting quality, degree of user control and long-term maintenance should all be considered. Lighting systems should be aesthetically pleasing and/or unobtrusive depending on the area and its function. The ability to control individual banks of lighting in computer and electronic classrooms is essential. Special consideration should be given to external lighting both for safety and aesthetic purposes.

6. Scope of Work Subsequent to Contract

a. The scope of services under contract is as outlines and detailed in the RFQ. The only changes to the RFQ are provided in Appendix A. The sections on Commissioning;
Operations, Maintenance and Systems Manual; and Training have be updated to better reflect the true scope of work covered under contract.

b. Given the size of this project, the College will evaluate the feasibility of executing a Project Labor Agreement (PLA) for the construction phase. Firms should be comfortable with PLAs and understand their effects on General Municipal Law including the Wicks Law exemption. The feasibility study and other related PLA services will be conducted by a consultant retained under a separate contract.

End of text for Section II
Section III
Cost Proposal

1. Cost proposals must be provided in a separate sealed envelope. Cost proposals must represent ‘not to exceed’ pricing. Lump sum cost proposals will be rejected.

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

3. Payment Schedule

All payment submissions must be accompanied by supporting documentation that tabulates the actual costs incurred based on the actual hours spent on the project by each employee of the firm and the related wage rates for those employees together with all information and documentation required by the Suffolk County Comptroller’s Rules and Regulations for Consultant’s Agreements. 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>20%</td>
</tr>
<tr>
<td>Permitting</td>
<td>5%</td>
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<tr>
<td>Final Approval</td>
<td>5%</td>
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4. Construction Cost Estimate

Consultants must include a construction cost estimate sufficient in detail to prove that their submitted design can be constructed, fully furnished and occupied within the available construction, furniture and equipment budget established for the project which totals $30,800,000. The reliability and validity of these construction cost estimates will be included in the scoring of these proposals. Any proposed designs which cannot be constructed within budget will be rejected.

End of text for Section III
Appendix A
Changes to the RFQ Requirements

h. Commissioning

The college will obtain the services of an independent commissioning agent to provide
fundamental commissioning and enhanced commissioning as required for the USGBC LEED
version 2009 Energy and Atmosphere credit 3.

The following commissioning services will be provided by the independent commissioning agent
as part of this project for the mechanical/electrical systems installed (testing and balancing will
be performed by an independent testing and balancing vendor who will be retained by the
contractor). The following services labeled i. through x. are not included in the Firm’s scope of
services and are provided here for reference purposes only:

i. Develop specific Commissioning Plans and Specifications.

ii. Develop acceptance procedures.

iii. Develop relevant training requirements.

iv. Develop a systems manual.

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

vi. Perform on site observations during construction.

vii. Supervise the acceptance tests, including verification and performance tests.

viii. Prepare and submit a commissioning report.

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

x. Provide post occupancy inspections.

The Consultant must submit 50 percent complete drawings to the independent commissioning
agent for review and must make any required changes to the drawings at this stage as directed by
the independent commissioning agent. These changes and any associated project implications
must be discussed with the College.

The Consultant must submit 100 percent complete drawings to the independent commissioning
agent for review and must make any required changes to the drawings at this stage as directed by
the independent commissioning agent. These changes and any associated project implications
must be discussed with the College.

The College will obtain the services of an independent energy modeler who may or may not be
the same as the independent commissioning agent. The Consultant must provide all relevant
information to the energy modeler including but not limited to data that relates to the building
envelope, mechanical systems and electrical systems. The Consultant may need to modify their design pending the results of the energy model.

Any design errors identified by these independent agents either during design or construction phases must be corrected by the Firm. Consultant independent commissioning agent should be included in all relevant project meetings throughout design and construction.

i. **Operations, Maintenance and Systems Manual**

The Consultant will produce an Operations and Maintenance Manual for the mechanical/electrical and plumbing systems installed.

The Operations and Maintenance Manual will include, but not be limited to, the following:

i. Inclusion of the Systems Manual provided by the independent commissioning agent.

ii. A set of small scale floor plans, color coded to indicate HVAC zones and the locations of control devices, sensors, test ports and major pieces of equipment.

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

iv. Wiring and control diagrams.

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

vi. Procedures for starting, operation and shut down for every system, including emergency instructions, seasonal start up and shut down, abnormal and emergency modes of operation and safety precautions.

vii. Maintenance and overhaul instructions including lubrication schedules.

viii. Complete annual maintenance schedule.

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

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

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

xii. Installation instructions.

xiii. Corrected shop drawings.
xiv. Product information, including performance curves, rating data, features, options etc., on all installed equipment.

xv. Copies of warranties.

xvi. As built documents.

xvii. Control schematics and computer graphics.

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

xix. Initial and final design intent documents.

j. Training

Training for College Operations and Maintenance staff will be provided as part of this contract. While training on specific pieces of equipment will be organized and witnessed by the independent commissioning agent and provided by the installing contractor, system training will be provided by the design firm.

Training will include but not be limited to the following topics:

i. Theory of operation including basic concepts, basis of design, energy efficiency, indoor air quality, comfort, seasonal modes of operation, occupied vs. unoccupied or partial occupancy, emergency conditions and procedures.

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

iii. Use of reports and logs.


v. Design Intent.

vi. System operational procedures for all modes of operation.

vii. Specialized manufacturer’s training programs.

The training program should include classroom activities and on site building system familiarization. Some formalized training may take place in manufacturer’s facilities or other technical training centers.
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Suffolk County Community College

Design Competition for the Grant Campus Learning Resource Center

Suffolk County Community College
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</table>

Grossing Factor (1) = 1.6  
Construction/FF&E Unit Cost per gsf = $400  
Construction Unit Cost per Parking Space = $5,000  
Contingency Percentage = 10
Exhibit J

RESOLUTION NO. 2012.63  AWARDING A CONTRACT FOR THE DESIGN OF THE NEW LEARNING RESOURCE CENTER AT THE GRANT CAMPUS, CP 2159

WHEREAS, capital project No. 2159 has been approved by Suffolk County and the State of New York for funding, and appropriated by the Suffolk County Legislature, and

WHEREAS, design competition proposals have been solicited and reviewed by the College, and

WHEREAS, the College Evaluation Committee for this project recommends that the design submitted by Wiedersum Associates Architects, PLLC. of Hauppauge N.Y. best meets the needs of the College, be it therefore

RESOLVED, that a consulting contract in the amount of $1,355,000 for the design of the new Learning Resource Center at the Grant Campus be awarded to Wiedersum Associates Architects, PLLC., and be it further

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

Bryan Lilly
Secretary