

Cashin Associates, P.C.

PLA Feasibility Study for Plant Op. Bldg. & Reno. of Kreiling Hall

Contract No. 18-CC-009

CONSULTING SERVICES AGREEMENT

Recommended:

By: Paul Cooper
Paul Cooper
Executive Director of Facilities

Technical Support

Date: 3/31/2017

List of Exhibits

General Terms and Conditions

1. Consultant Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Consultant

7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-discrimination in Services
10. Nonsectarian Declaration

12. No Implied Waiver

13. Conflicting Interests

14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. No Intended Third Party Beneficiaries
18. Certification as to Relationships
19. Publications and Publicity
20. Copyrights and Patents
21. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

Exhibit B

Suffolk County Legislative Requirements

1. Consultants/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities

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**Exhibit C
Notices and Contact Persons**

Notice Relating to Payments Other Submittals

- 2. Notices Relating to Payments
- 3. Notices Relating to Termination and/or Litigation

**Exhibit D
Description of Services**

- 1. Overview
- 2. Feasibility Study Specifics

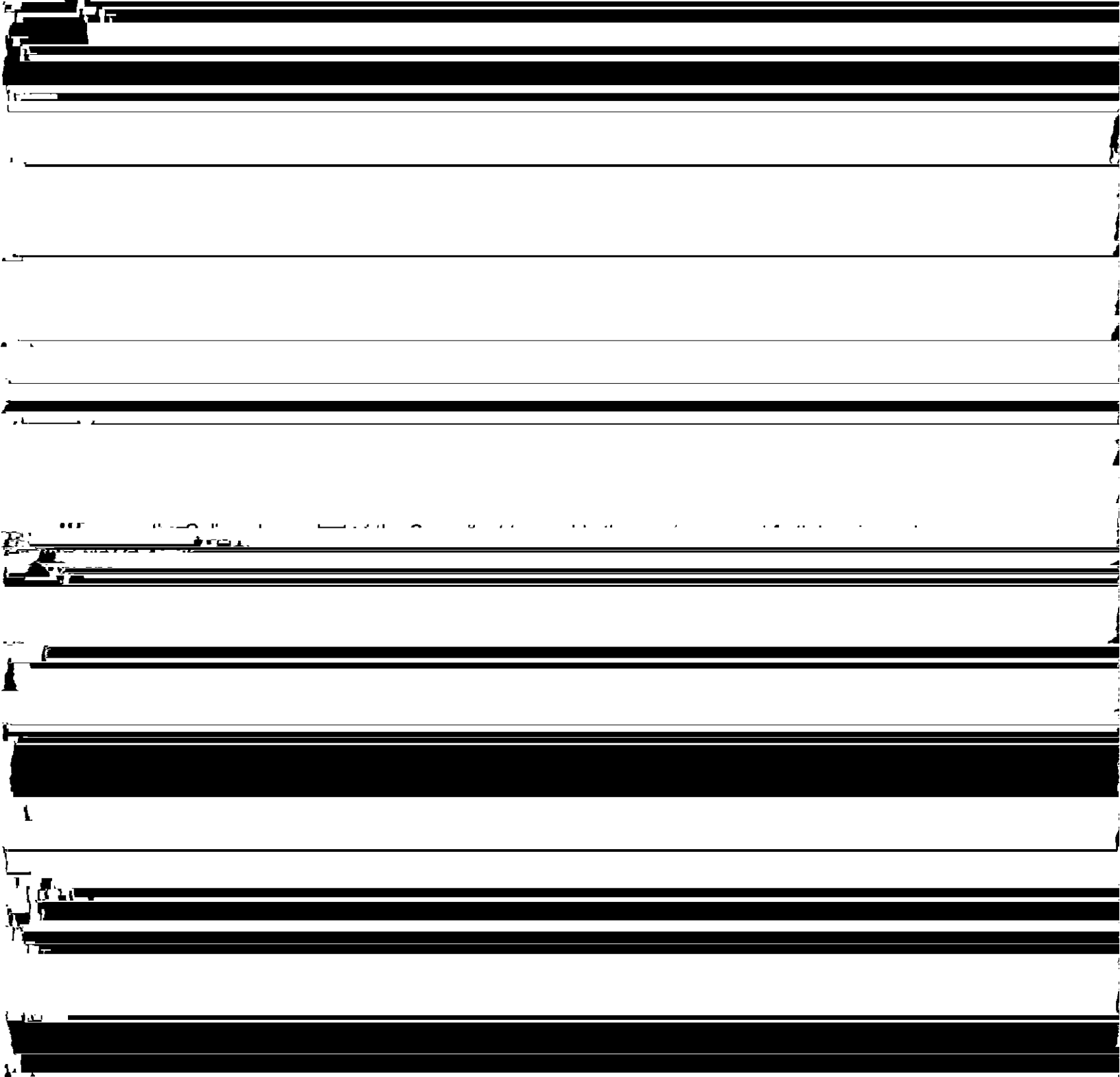
**Exhibit E
Payment Terms and Conditions**

- 1. General Payment Terms

Exhibit A
General Terms and Conditions

Whereas, the College issued a Request for Proposals ("RFP"), which was advertised on January 26, 2017;
and

Whereas, the Consultant submitted a proposal in response to such RFP on February 14, 2017; and



b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If the Consultant becomes bankrupt or insolvent or falsifies its records or reports, or

whole or in part, effective immediately, or, at its option, effective at a later date specified

iii. Upon termination, the Consultant agrees to promptly reimburse to the College the

i. **Commercial General Liability** insurance, including contractual liability coverage, in an

amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.

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

Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this

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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.

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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, marital status or marital status, or have the effect of defeating

or substantially impairing accomplishment of the objectives of this Agreement in respect to

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

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of its

19 Publications and Publicity

- a. The Consultant shall not issue or publish any book, article, report or other publication related to

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 OGC # 18-CC-009"

Exhibit B
Suffolk County Legislative Requirements

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

The Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the

A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of
January each year of this Agreement's duration. The Consultant acknowledges that such filing is a

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 224, as more fully set forth in the Exhibits collectively referred to as the "Suffolk

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8. Non Responsible Bidder

The Consultant represents and warrants that it has read and is familiar with the provisions of Suffolk

1. Notices Relating to Reports, Insurance or Other Submissions

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

For the College:

Gail Vizzini
Vice President Business and Financial Affairs
Suffolk County Community College

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.

Notation for parties (except those related to termination of this Agreement) shall be as follows:

receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after

Exhibit D
Description of Services

1. Overview

To assess the feasibility of a Project Labor Agreement (PLA) during construction of the Plant

Operations Building on the Michael J. Grant Campus and the renovation of Kreiling Hall on the
Appermeron Campus as specified in the Request for Proposal and the Consultant's proposal, the

Exhibit E
Payment Terms and Conditions

1. General Payment Terms

- a. Consultant shall prepare and present an invoice to the College for payment by the College.

College will be made within thirty (30) days after approval by the College.

- b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for

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EXHIBIT F
College's Request for Proposals

The College's RFP No. R1700003, for Project Labor Agreement Feasibility Studies, advertised January 26, 2017, together with all Addenda thereto, is incorporated herein by reference.

End of Text for Exhibit F

Exhibit G
Consultant's Proposal

Consultant's Proposal, dated February 14, 2017, submitted in response to the College's RFP No. R1700003, is incorporated herein by reference.



Office of the President
BOARD OF TRUSTEES

RESOLUTION NO. 2017-15

COUNTY COMMUNITY COLLEGE

RESOLUTION 2017.15 - Continued

RESOLVED, that if Cashin Associates, PC is successful in executing the PLA, the
College President or his designee is authorized to enter into a contract upon such terms