



REQUEST FOR PROPOSALS

Construction Management Services for Phase 2c Projects:

The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program, seeks to identify firms qualified to provide Construction Management Services for the following Phase 2c projects:

Clara Barton School 2
George Mather Forbes School 4
Dag Hammarskjold School 6
Dr. Walter Cooper Academy School 10

ISSUE DATE: April 11, 2017



**Rochester Schools
Modernization Program**

**1776 N. Clinton Avenue
Rochester, NY 14621**



**City of Rochester, NY
Lovely A. Warren, Mayor
Rochester City Council**



Rochester Joint Schools Construction Board
1776 N. Clinton Avenue, Rochester, New York 14621 Telephone: 585-512-3822

REQUEST FOR PROPOSAL

Date: April 11, 2017

From: Rochester Joint Schools Construction Board

Send Proposal to: Rochester Joint Schools Construction Board
Attn: Mr. Pépin Accilien, RSMP Director
1776 N. Clinton Avenue
Rochester, NY 14621
Tel. (585) 512-3822

Submit Questions to: afleischer@savinengineers.com

RFP SCHEDULE	DATE
RFP issued to Consultants / potential responders	April 11, 2017
Walk-Throughs of Facilities (<i>anticipated</i>)	April 17, 2017
Deadline for submittal of questions, clarifications and modifications regarding the RFP by Consultants/potential responders	April 18, 2017 at 2:00 p.m.
Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	April 20, 2017 at 5:00 pm
Submittal Deadline for Request for Proposals	April 25, 2017 at 12 Noon
Interviews with Short-Listed Consultants (<i>anticipated</i>)	May 2, 2017
Award (<i>anticipated</i>)	May 8, 2017

TABLE OF CONTENTS

SECTION 1: RSMP OVERVIEW

RJSCB INFORMATION	1
DISTRICT INFORMATION	1
PURPOSE OF REQUEST	1
CM ROLE	1
CM EVALUATION CRITERIA	1
CM COST CONTROL TRACK RECORD FORM	3
PROPOSAL SUBMITTAL PROTOCOLS	4
INSURANCE REQUIREMENTS	4
INTERVIEW PROTOCOLS	4
COMMITMENT	4
EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM	4
PROCUREMENT PROTOCOL	5
RFP QUESTIONS	5

SECTION 2: PROJECT INFORMATION

Overview <i>(Please see detailed preliminary schedule information pages 55-61)</i>	6
---	---

SECTION 3: FEE PROPOSAL FORMS

INDIVIDUAL PROJECT FEE SUBMITTAL FORMS	7-14
APPENDIX A: CERTIFICATION OF PROPOSAL NON-COLLUSION IN BIDDING	15
APPENDIX B: OFFERORS AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW	16
APPENDIX C: OFFEROR'S CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW 139-K (5)	17
APPENDIX D: FORM OF OFFEROR'S DISCLOSURE OF PRIOR NON-RESPONSIBILITY	18
APPENDIX E: PROPOSER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT	20
APPENDIX F: DIVERSITY PROGRAMS "DP" FORMS	21-34

SECTION 4: CONSTRUCTION MANAGEMENT AGREEMENT

SAMPLE FORM OF AGREEMENT	35-41
SCHEDULE A: PROVISIONS REQUIRED TO BE INSERTED BY LAW	42-44
SCHEDULE B: SCOPE OF SERVICES	45-69
SCHEDULE C: PAYMENT FOR SERVICES	70-71
SCHEDULE D: INSURANCE REQUIREMENTS	72

SECTION 1 – PURPOSE AND RSMP OVERVIEW

RJSCB Information:

The seven-member RJSCB oversees the Rochester School Modernization Program (RSMP or “Program’), which is a multi-phase joint initiative of the Rochester City School District (RCSD or ‘District’) and the City of Rochester (CoR or ‘City’) to update and modernize school facilities. The comprehensive Program is estimated at \$1.2 billion spanning approximately 15 years.

District Information:

The RCSD serves approximately 28,000 students. The District employs approximately 6,000 full-time employees.

Purpose of Request:

The Rochester Joint Schools Construction Board (RJSCB or ‘Board’) is seeking proposals from qualified professional Construction Management firms to act as a Construction Manager (CM, or CM Team) on Phase 2c of the RSMP. This Request for Proposals (RFP) is specifically related to the following Phase 2c projects:

- Clara Barton School 2
- George Mather Forbes School 4
- Dag Hammarskjold School 6
- Dr. Walter Cooper Academy School 10

The CM Role

The purpose of the CM’s role is to provide a single point of contact for construction management service requirements of the proposed Phase 2c school projects. The intent is to ensure that the Agreement entered into by the RJSCB with independent contractors and vendors, for the specific purpose of executing the construction work as defined by the Architect of Record’s (Architect or AoR) construction documents for each school project, is professionally managed to achieve the defined scope, quality, schedule and budget. All Agreements, including prime trade contractors, vendors, and purchase orders, will be held by the RJSCB.

The CM will administer all construction contracts for assigned school projects under the oversight of Savin Engineers, P.C., the Program Manager (PM). The services to be provided will include, but not be limited to: various pre-construction services (estimating, budget development, constructability review, value management assessments, preparation of front-end documents, bid package development, bid solicitation, bid tabulation and bid award recommendation etc.); followed by construction related services such as contract administration, cost reporting, contractor pay application review and recommendation, scheduling, construction administration, job safety program development and review. The CM will monitor all required policies and procedures for the proper and successful administration in the interest of the RJSCB, and the overall success of the Program.

The selected Construction Manager (CM) shall provide qualified professional personnel and resources to support the preconstruction effort, bid document development, solicitation and procurement of construction services and administration and management of the construction of the project. It will be the Construction Manager’s responsibility to ensure adherence to the resulting project requirements, bid documents, budgets and schedules.

Under this RFP the respondent shall provide a monetary proposal (See Section 3) along with a proposed staffing plan (detailing level of effort) for each specified project and the Program Diversity assignments. In addition, the respondent’s cost proposal shall be consistent with the provisions of the CM Agreement (sample attached) which should be considered non-negotiable in its terms and scope of services.

CM Evaluation Criteria:

The information provided in response to this RFP, along with the cost proposals, shall be used for developing a shortlist of CM Teams that will be invited for interviews prior to final selection by the RJSCB. Please organize proposals to clearly address the following criteria:

1. Relevant experience in prior phases of the RSMP or other PK-12 Upstate New York Urban School Districts over the past six (6) years.
2. Relevant experience and prior working relationships with the proposed sub-consultants comprising the CM Team, along with their respective experience if based out-of-state.
3. Demonstrated performance in “active and aggressive actions” to meet the RSMP Diversity and Workforce Goals, whether in earlier phases of the RSMP or other urban school districts in New York State.
 - a. The prospective CM shall provide as, an Appendix to its Proposal, a copy of that firm’s current EEO Plan.
 - b. The prospective CM shall provide a breakdown of its current technical staff diversity by job title, or classification based in the office location that will be the base of operation for this proposed Project.
4. Experience on previous New York State Education Department (SED) individual projects with comparable scope, budget, size and schedule.
5. Location of business operations for team members (greater Rochester area preferred).
6. Specific team members assigned to the projects along with their professional background, experience and qualifications, as well as a designation of all key staff (at minimum Project Executive, Project Manager, Scheduler, Cost Estimator, and Superintendent) intended to be assigned for a majority of their time, and in which Phases(s) of the work.
7. PK-12 client references received on behalf of the firm as well as for the individual project key staff team members. At least three (3) recommendations for each firm are required.
8. Team expertise in educational technology.
9. Recent experience showing ability to deliver to a budget on PK-12 projects, and optimizing the SED Maximum Cost Allowance (MCA).
10. Demonstrated experience in historic preservation work in terms of buildings in excess of 50 years old, and working with NY State Historic Preservation Office.
11. Ability to work with formal and informal community groups including building committees, user groups, the public at large and other interested stakeholders.
12. If partnering with another firm or consultant, whether the Team members have worked together on previous PK-12 Projects in New York or other States over the past 6 years.
13. Identify all key team members from proposed sub-consultants and their expected durations, particularly regarding achievement of the RJSCB’s Diversity and Workforce goals.
14. Quality of work performed previously by the firm in the greater Rochester area (if any) according to the criteria in the table that follows. Please specify projects and provide information, where applicable, including the name of a knowledgeable owner contact where your Proposal’s qualifications, personnel, experience, etc. can be validated if there are further questions.
15. Demonstrable Experience in meeting the following Service Performance Criteria:
 - a. Document Quality Control
 - b. Adherence to the Owner’s Construction Management Standards
 - c. Flexibility to the Owner’s Changes, Adherence to the Project Budget, Adherence to the Project Schedule
 - d. Provide example from at least two (2) actual/successful Constructability Reviews, preferably from similar public PK-12 Projects (or other building types completed if necessary).
 - e. Coordination with Project Design and Management Teams, knowledge of SED and Local Approvals, and Processes (i.e. DOH, Fire Marshall, etc.)
 - f. Cost Control (complete attached matrix with your most recent Project Data)

Note: If, in the opinion of the RJSCB, it appears that any team will be over-extended, in terms of key staff to reasonably deliver quality CM services, that Prime or CM Team may not be shortlisted for interview. The RJSCB’s intent remains to match and select a strong overall CM Team (i.e. Prime and Sub-Consultants) for each Phase 2c project. Each prospective CM Team should identify its ‘core group’ of key staff to be augmented according to the needs of the Scope, Schedule and/or complexity of a Project should the CM feel qualified for consideration on multiple Projects. Selection for more than one Project in a single sub-phase of the work will be determined by the RJSCB depending upon the quality of the RFP submissions, and what is believed to be in the best interests of the overall Program delivery.

CONSTRUCTION MANAGER'S COST CONTROL TRACK RECORD

School Project/Business Official Name and Current Contact Telephone	Pre-Design Phase (or Pre-Referendum for non-Big 5) MCA	Preliminary/Schematic or Design Development Phase Cost Estimate	Construction Document or Final Design Cost Estimate	Bid Award Contracts (including all Bid Alternates)	Project Close-Out (including all Change Orders) Final Cost
1.					
2.					
3.					
4.					
5.					
6.					

Proposal Submittal Protocols:Submission

All of the requested information and fee proposals must be submitted in seven (7) hard copies and one electronic copy and received in the RJSCB office, 1776 N. Clinton Avenue, Rochester, NY 14621, attention Pépin Accilien, RSMP Director. Proposals are due on Tuesday, April 25, 2017 at 12 Noon. All proposals must be clearly marked as proposals on the outside of the package.

Preparation Costs

All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the proposer.

Insurance Requirements:

All respondents to this RFP are presumed to be able to meet the requirements articulated in Section 4 Schedule D.

Interview Protocols:

Proposals will be reviewed and firms will be notified on or about April 28, 2017 regarding interviews that are tentatively scheduled for Tuesday, May 2, 2017. Final selection of the firms is anticipated at the RJSCB meeting on May 8, 2017.

Commitment:

The RJSCB requires that team members brought forward as part of the proposal process will be assigned to the Program through completion unless that person is no longer with the company. Any proposed replacement shall be approved by the RJSCB. The RJSCB also expects that the duties will be performed by a sufficient local staff and that this staff will respond to the Program Manager in a timely manner.

Equal Opportunity and Business Opportunity Program:

The RJSCB recognizes the need to take action to ensure that Minority, Women-owned, Disadvantaged, and Small Business Enterprises (M/W/D/SBEs), as well as minority and women employees and principals, are given the opportunity to participate in the performance of contracts of the RJSCB. This opportunity for full participation in the free enterprise system by persons traditionally socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB.

Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as employees, and/or partners as firms teaming for this Project. In this regard, the RJSCB expects the selected firm to undertake or continue successful diverse teaming relationships to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

To help meet these objectives, the RJSCB Business Opportunities Program (BOP) is designed to bring training, education and mentoring to eligible M/W/D/SBEs, resulting in a more competitive and diverse business capacity in the City of Rochester. The BOP's initiative brings together three distinct services: (1) the Instructional Series, which provides curriculum-based comprehensive training; (2) the Mentor-Protégé Program, which facilitates direct one-on-one mentoring targeting specific areas of need; and (3) Community Outreach & Engagement, created specifically as a catalyst for transparent, widespread Program communications to spur diverse economic growth. The BOP is intended to increase the number of certified M/W/D/SBEs capable of bidding on construction contracts, educate and train business owners in specific construction related areas, and to improve the small contractors' management, organization and overall skills by teaching them new strategic tools to support the growth of their businesses.

The CM shall be required to include a stipulated Allowance (see Section 3 CM Fee Proposal) to compensate for the CM Team's key staff to provide instructional and mentoring-type activities in support of the BOP initiative.

In order to achieve the Business Development goals of the Program, each professional service firm or other business providing goods or services with a Board contract of \$25,000 or more shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Enterprises, Disadvantaged, and Small Business Enterprises. Those supplying construction services of \$100,000 or more shall be required to do the same.

One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all professional service firms and/or other business entities providing goods or services related to a RJSCB Project, and in the amount of \$25,000 or more (and \$100,000 or more for construction services), shall agree to comply with the following workforce diversity goals:

- Minority Workforce: 22% of project personnel, including supervisory staff, and professionals
- Female Workforce: 8% of project personnel, including supervisory staff, and professionals

The RJSCB is committed to the meaningful participation of qualified M/W/D/SBEs throughout the RSMP. In order to meet this commitment, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more (and \$100,000 or more for construction services), shall agree to engage qualified Minority-owned, Women-owned, Disadvantaged Business entities, and Small Business entities to assist in the completion of all work under any such contract. "Small Business Enterprise" shall mean a business concern which, together with its affiliates, has no more than fifteen (15) employees and average annual receipts that do not exceed \$2 million (Two Million Dollars).

With each sub-contract of \$25,000 or more (and \$100,000 or more for construction services), the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- Minority-Owned Business Enterprises shall participate in a minimum of 17% of each Contract, or purchase order
- Women-Owned Business Enterprises shall participate in a minimum of 10% of each Contract, or purchase order
- Disadvantaged Business Enterprises shall participate in a minimum of 3% of each Contract, or purchase order
- Small Business Enterprises shall participate in a minimum of 3% of each Contract, or purchase order

The process to substantiate unsuccessful pursuits to establish 'teaming' relationships for this proposal in terms of Equal Opportunity outreach (e.g., three written letters confirming that prospects elected to decline for any Diversity Category for which the proposed team falls short of the goal) must be documented and submitted to the Independent Compliance Officer (Baker Tilly, attention Brian Sanvidge at 518-330-7816) **at the latest** upon the CM Team's notification of being short-listed for an interview. The RJSCB reserves the right to revise, adjust and/or modify the above goals for future contracts awarded as new information/data, or circumstances arise.

Procurement Protocol:

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposals includes and imposes certain restrictions on communications between the Board and an Offeror during the procurement process. **An Offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Board ("restricted period"), to other than the Board's Procurement Officer or its Designee (the Program Manager) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).** The Board's Procurement Officer(s) or Designee for this Governmental Procurement, as of the date hereof, is identified in this Request for Proposals. Board employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four (4) year period the Offeror/Bidder is debarred from obtaining government Procurement Contracts.

RFP Questions:

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to afleischer@savinengineers.com by 2:00 PM on April 18, 2017. Submitted questions and answers will be provided to all solicited firms via email by close of business, on April 20, 2017 (barring any unforeseen circumstances).

Section 2 – Project Information

Phase 2c Project Overview:

Project background materials are listed in the [Strategic Plan Summary – Phase 2 dated April 28, 2016, \(http://www.rcsdk12.org/cms/lib04/NY01001156/Centricity/Domain/73/Volume%201%20Strategic%20Plan%2028APR16%20FINAL.pdf\)](http://www.rcsdk12.org/cms/lib04/NY01001156/Centricity/Domain/73/Volume%201%20Strategic%20Plan%2028APR16%20FINAL.pdf), and are intended to support the execution of the Phase 2c school construction Project(s).

Project ‘Biographs’ (or summary descriptions) within the Plan show existing condition photos, Construction Work Scope Plans, Pre-Conceptual ‘Test Fit’, Probable Construction Cost (budgets), Maximum Cost Allowance (MCA), Prioritized Building Condition Survey, and Preliminary Schedule Milestones for the proposed Phase 2c Projects:

- Clara Barton School 2
- George Mather Forbes School 4
- Dag Hammarskjold School 6
- Dr. Walter Cooper Academy School 10

The selected Construction Manager (CM) shall provide qualified professional personnel and resources to support the preconstruction effort, bid document development, solicitation and procurement of construction services and administration and management of the construction of the project. It will be the Construction Manager’s responsibility to ensure adherence to the resulting project requirements, bid documents, budgets and schedules.

Under this RFP the respondent shall provide a monetary proposal (See Section 3), along with a proposed staffing plan (detailing level of effort) for each specified project, and the Program Diversity assignments. In addition, the respondent’s cost proposal shall be consistent with the provisions of the CM Agreement (sample attached) which should be considered nonnegotiable in its terms and scope of services.

Please reference Preliminary Schedule Pages 56-62 of this RFP.

SECTION 3: CM FEE PROPOSAL FORM

CLARA BARTON SCHOOL 2 -- Page 1 of 2

FIRM NAME: _____

ADDRESS: _____

TEL/E-MAIL: _____

This form is to be used as the CM Firm’s Fee Proposal for the identified Phase 2c Project.

PLANNED CONSTRUCTION BUDGET \$25,000,000(including contingencies)

SED PROJECT CONTROL NO: 26-16-00-01-0-002-020

HOURLY RATES ELIGIBLE FOR ADDITIONAL SERVICES

Principal	\$_____	Project Executive	\$_____
Associates	\$_____	Project Manager	\$_____
Project Scheduler	\$_____	Assistant Project Manager	\$_____
Project Cost Estimator	\$_____	CAD Technician	\$_____
Field Superintendent	\$_____	Administrative Assistant	\$_____

Annual hourly rates for Professional Additional Services shall remain in effect through the Project Warranty Inspection. A similar breakdown for each Firm comprising the CM Team will be required upon Selection/Notice to Proceed.

SECTION 3: CM FEE PROPOSAL FORM

CLARA BARTON SCHOOL 2 -- Page 2 of 2

Proposed Breakdown of CM Fee by Phase:

Description:	Fee
I. Pre-Construction Phase	\$
II. Construction Phase	\$
III. Substantial/Final Completion Phase	\$
III. Closeout Phase	\$
IV. Warranty Phase	\$
V. Business Opportunity Program for Key Staff Participation	\$15,000
VI. Document Printing Allowance (Bid Documents)	\$20,000
Total Lump Sum	\$

TOTAL WRITTEN VALUE NOT TO EXCEED FEE PROPOSAL FOR CLARA BARTON SCHOOL 2:

_____ (DOLLARS)

ADDITIONAL REIMBURSABLE ALLOWANCES (If deemed necessary)

List all not-to-exceed Reimbursable Allowances not included in the attached CM agreement, for which reimbursement would be requested (e.g. out-of-town travel, etc.)

	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

PROPOSAL AUTHORIZED BY: _____

Printed Name/Title: _____

Date: _____

SECTION 3: CM FEE PROPOSAL FORM

GEORGE MATHER FORBES SCHOOL 4 -- Page 1 of 2

FIRM NAME: _____

ADDRESS: _____

TEL/E-MAIL: _____

This form is to be used as the CM Firm’s Fee Proposal for the identified Phase 2c Project.

PLANNED CONSTRUCTION BUDGET: \$24,000,000 (including contingencies and SMART bond funding)

SED PROJECT CONTROL NO: 26-16-00-01-0-004-024

HOURLY RATES ELIGIBLE FOR ADDITIONAL SERVICES

Principal	\$ _____	Project Executive	\$ _____
Associates	\$ _____	Project Manager	\$ _____
Project Scheduler	\$ _____	Assistant Project Manager	\$ _____
Project Cost Estimator	\$ _____	CAD Technician	\$ _____
Field Superintendent	\$ _____	Administrative Assistant	\$ _____

Annual hourly rates for Professional Additional Services shall remain in effect through the Project Warranty Inspection. A similar breakdown for each Firm comprising the CM Team will be required upon Selection/Notice to Proceed.

SECTION 3: CM FEE PROPOSAL FORM

GEORGE MATHER FORBES SCHOOL 4 -- Page 2 of 2

Proposed Breakdown of CM Fee by Phase:

Description:	Fee
I. Pre-Construction Phase	\$
II. Construction Phase	\$
III. Substantial/Final Completion Phase	\$
III. Closeout Phase	\$
IV. Warranty Phase	\$
V. Business Opportunity Program for Key Staff Participation	\$15,000
VI. Document Printing Allowance (Bid Documents)	\$20,000
Total Lump Sum	\$

TOTAL WRITTEN VALUE NOT TO EXCEED FEE PROPOSAL FOR GEORGE MATHER FORBES SCHOOL 4:

_____ (DOLLARS)

ADDITIONAL REIMBURSABLE ALLOWANCES (If deemed necessary)

List all not-to-exceed Reimbursable Allowances not included in the attached CM agreement, for which reimbursement would be requested (e.g. out-of-town travel, etc.)

	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

PROPOSAL AUTHORIZED BY: _____

Printed Name/Title: _____

Date: _____

SECTION 3: CM FEE PROPOSAL FORM

DAG HAMMARSKJOLD SCHOOL 6 -- Page 1 of 2

FIRM NAME: _____

ADDRESS: _____

TEL/E-MAIL: _____

The following form is to be used as the CM Firm’s Fee Proposal for the identified Phase 2c Project.

PLANNED CONSTRUCTION BUDGET \$22,000,000 (including contingencies)

SED PROJECT CONTROL NO: 26-16-00-01-0-006-022

HOURLY RATES ELIGIBLE FOR ADDITIONAL SERVICES

Principal	\$ _____	Project Executive	\$ _____
Associates	\$ _____	Project Manager	\$ _____
Project Scheduler	\$ _____	Assistant Project Manager	\$ _____
Project Cost Estimator	\$ _____	CAD Technician	\$ _____
Field Superintendent	\$ _____	Administrative Assistant	\$ _____

Annual hourly rates for Professional Additional Services shall remain in effect through the Project Warranty Inspection. A similar breakdown for each Firm comprising the CM Team will be required upon Selection/Notice to Proceed.

SECTION 3: CM FEE PROPOSAL FORM

DAG HAMMARSKJOLD SCHOOL 6 -- Page 2 of 2

Proposed Breakdown of CM Fee by Phase:

Description:	Fee
I. Pre-Construction Phase	\$
II. Construction Phase	\$
III. Substantial/Final Completion Phase	\$
III. Closeout Phase	\$
IV. Warranty Phase	\$
V. Business Opportunity Program for Key Staff Participation	\$15,000
VI. Document Printing Allowance (Bid Documents)	\$20,000
Total Lump Sum	\$

TOTAL WRITTEN VALUE NOT TO EXCEED FEE PROPOSAL FOR DAG HAMMARSKJOLD SCHOOL 6:

_____ (DOLLARS)

ADDITIONAL REIMBURSABLE ALLOWANCES (If deemed necessary)

List all not-to-exceed Reimbursable Allowances not included in the attached CM agreement, for which reimbursement would be requested (e.g. out-of-town travel, etc.)

	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

PROPOSAL AUTHORIZED BY: _____

Printed Name/Title: _____

Date: _____

SECTION 3: CM FEE PROPOSAL FORM

DR. WALTER COOPER ACADEMY SCHOOL 10 -- Page 1 of 2

FIRM NAME: _____

ADDRESS: _____

TEL/E-MAIL: _____

The following form is to be used as the CM Firm’s Fee Proposal for the identified Phase 2c Project.

PLANNED CONSTRUCTION BUDGET \$24,300,000 (including contingencies and SMART bond funding)

SED PROJECT CONTROL NO: 26-16-00-01-0-037-021

HOURLY RATES ELIGIBLE FOR ADDITIONAL SERVICES

Principal	\$_____	Project Executive	\$_____
Associates	\$_____	Project Manager	\$_____
Project Scheduler	\$_____	Assistant Project Manager	\$_____
Project Cost Estimator	\$_____	CAD Technician	\$_____
Field Superintendent	\$_____	Administrative Assistant	\$_____

Annual hourly rates for Professional Additional Services shall remain in effect through the Project Warranty Inspection. A similar breakdown for each Firm comprising the CM Team will be required upon Selection/Notice to Proceed.

SECTION 3: CM FEE PROPOSAL FORM

DR. WALTER COOPER ACADEMY SCHOOL 10 -- Page 2 of 2

Proposed Breakdown of CM Fee by Phase :

Description:	Fee
I. Pre-Construction Phase	\$
II. Construction Phase	\$
III. Substantial/Final Completion Phase	\$
III. Closeout Phase	\$
IV. Warranty Phase	\$
V. Business Opportunity Program for Key Staff Participation	\$15,000
VI. Document Printing Allowance (Bid Documents)	\$20,000
Total Lump Sum	\$

TOTAL WRITTEN VALUE NOT TO EXCEED FEE PROPOSAL FOR DR. WALTER COOPER ACADEMY SCHOOL 10:

_____ (DOLLARS)

ADDITIONAL REIMBURSABLE ALLOWANCES (If deemed necessary)

List all not-to-exceed Reimbursable Allowances not included in the attached CM agreement, for which reimbursement would be requested (e.g. out-of-town travel, etc.)

	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

PROPOSAL AUTHORIZED BY: _____

Printed Name/Title: _____

Date: _____

SECTION 3: FORMS TO COMPLETE FOR PROPOSAL

APPENDIX A

CERTIFICATION OF NON-COLLUSION IN BIDDING

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury that to the best knowledge and belief:

- 1 The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3 No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

BY:

FULL LEGAL NAME OF FIRM OR CORPORATION

STREET ADDRESS

CITY, STATE, ZIP CODE

DATE

AUTHORIZED SIGNATURE

PRINTED NAME OF AUTHORIZED SIGNATURE/TITLE

TELEPHONE AND FACSIMILE NUMBERS

E-MAIL ADDRESS

SECTION 3: FORMS TO COMPLETE FOR PROPOSAL

APPENDIX B

OFFEROR’S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(6)(b)

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity (including, voluntarily, the Rochester Joint Schools Construction Board, the “Board”) shall seek written affirmations from all Offeror’s as to the Offeror’s understanding of and agreement to comply with the Board’s procedures relating to permissible contracts during a Governmental Procurement pursuant to State Finance Law §139-j(3).

Instructions:

In connection with all proposals, bids, RFP’s, etc., the Board must obtain the following affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the Restricted Period for a Procurement Contract in accordance with State Finance Law §139-j and §139-k:

Offeror affirms that it understands and agrees to comply with the Rochester Joint Schools Construction Board’s Procurement Disclosure Policy, which Policy conforms to the requirements of State Finance Law §139-j (3) and §139-j(6)(b).

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

SECTION 3: FORMS TO COMPLETE FOR PROPOSAL

APPENDIX C

OFFEROR'S CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW §139-K(5)

By signing below, I certify that all information provided to the Rochester Joint Schools Construction Board with respect to State Finance Law §139-k is complete, true and accurate.

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

SECTION 3: FORMS TO COMPLETE FOR PROPOSAL

APPENDIX D

FORM OF OFFEROR'S DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offeror certifies that all information provided to the Rochester Joint Schools Construction Board with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature: _____

SECTION 3: FORMS TO COMPLETE FOR PROPOSAL

APPENDIX E

PROPOSER’S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City and the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the proposer submits the following certification to Rochester Joint Schools Construction Board:

[Please Check One]

PROPOSER’S CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

I am unable to certify that my name and the name of the proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20____

SIGNATURE

PRINTED NAME

TITLE

FULL BUSINESS NAME

Sworn to before me this
_____ day of _____, 20____

Notary Public

SECTION 3: FORMS TO COMPLETE FOR PROPOSAL

APPENDIX F DIVERSITY PROGRAM (“DP”) AND USE OF FORMS

The Rochester Joint Schools Construction Board (the “Board”) recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the Board. This opportunity for full participation in the free enterprise system by persons traditionally socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the Board fosters and promotes the participation of such individuals and business firms in contracts with the Board. Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the Board expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a Board contract of \$25,000 or more (\$100,000 or more for construction services) shall agree to comply with the following workforce diversity rules and requirements:

- Minority Workforce: 22% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
- Female Workforce: 8% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff

The Board is also committed to the meaningful participation of qualified minority-owned, women-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a Board contract of \$25,000 or more (\$100,000 or more for construction services) shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$25,000 or more (\$100,000 or more for construction services), the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- Minority-Owned Business entities shall participate in a minimum of 17% of each contract or purchase order
- Women-Owned Business entities shall participate in a minimum of 10% of each contract or purchase order
- Disadvantaged Business entities shall participate in a minimum of 3% of each contract or purchase order
- Small Business entities shall participate in a minimum of 3% of each contract or purchase order

The Board reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date for contracts awarded in Phase 2 of the RSMP. “Small Business Enterprise” shall mean a business concern which, together with its affiliates, has no more than fifteen (15) employees and average annual receipts that do not exceed \$2 million (Two Million Dollars).

The process to substantiate unsuccessful pursuits to establish teaming relationships for this proposal in terms of Equal Opportunity outreach (confirming that prospects elected to decline for any Diversity Category for which the proposed team falls short of the goal) must be documented and submitted to the Independent Compliance Office (Baker Tilly, attention Brian Sanvidge at 518-330-7816) at the latest upon the Consultant’s notification of having been short-listed for an interview.

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:**1) DP-1: EBE UTILIZATION**

This form is to be completed and submitted with the response to the RFP. The selected respondent shall be required to resubmit its final version showing all those contractors and or vendors it has entered into agreement with to meet the goals for participation by Eligible Business Enterprises (“EBEs”), defined within the RSMP Diversity Plan (e.g., MBEs, WBEs and DBEs).

2) DP-2: EBE LETTER OF INTENT TO PERFORM

This form is required of the selected contractor. The contractor must fill these out and secure signatures from all EBE firms being proposed as subcontractors.

3) INSTRUCTIONS FOR DP-3 (MONTHLY EMPLOYMENT UTILIZATION REPORT)

This form provides a monthly summary of employment manpower utilization. It is used to track the diversity of a particular contractor’s manpower and his responsiveness to the objectives illustrated in the Diversity Plan. The selected contractor is required to submit this form on a monthly basis.

4) INSTRUCTIONS FOR DP-3a (MONTHLY EBE UTILIZATION REPORT)

This form provides a monthly summary of work provided by EBE’s listed in the Utilization Plan (DP-1). The selected contractor is required to submit this form on a monthly basis.

5) PROMISE OF NON-DISCRIMINATION**6) EBE ASSURANCE STATEMENT**

This form is to be completed and submitted with the response to the RFP.

7) GOOD FAITH EFFORTS CHECKLIST

In the event that the percentage goals for EBE utilization goals have not been met as indicated in the DP-1 “Schedule of EBE Participation” (a/k/a, “EBE Utilization Plan”), this checklist must be completed to indicate the efforts that Proposer undertook in attempting to meet Diversity Program goal.

RCSD
 SED#:
 SED DWT:

EBE UTILIZATION PLAN (DP-1)	Rochester Schools Modernization Program
1. Project :	2. Proposing on Contract No./Contract Description
3. Proposer Name / Address / Phone No. / Fax No. / FEIN	4. Proposal Submittal Date (MM/DD/YY)
	<input type="checkbox"/> Original DP-1 <input type="checkbox"/> Revised DP-1 Rev. Date:

Project Goals: MBE – 17% WBE – 10 % DBE – 3 % SBE – 3 %

6. Name/Address/Phone and FEIN of Proposed M/WBE, DBE or SBE	7. Certified as EBE	8. Performance Category	9. Scope of Services to be provided	10. Proposed Dollar Amount	Percent

The undersigned, being an authorized representative of the proposing company, hereby certifies that the above information is accurate, and that proposer has received a proposal from, or discussed with, each of the M/WBE, SBE or DBE firms listed herein prior to the submission of the accompanying bid. The authorized representative of the firm also hereby certifies their proposal complies with the RSMP diversity section or has engaged the ICO and complied with the appropriate procurement process.

Bidding Company's Official Printed Name and Title: _____

Authorized Signature: _____ Print Name: _____ Title: _____

The ICO may follow up with the EBE firms listed herein to verify that each either submitted a proposal to, or discussed with, the bidder the amounts indicated above.

EBE LETTER OF INTENT TO PERFORM / RSMP DP-2 FORM

This form is to be completed and submitted to the CONSULTANT by the apparent successful bidder.

RSMP PROJECT: _____

PARTICIPANT: _____

The undersigned has agreed to perform work in connection with the above project as:

____ sole proprietorship (individual)

____ a partnership

____ a corporation

____ a joint venture

Detailed description of work items to be performed by EBE:

_____ (indicate labor, supplier,

broker, etc.) at the following price: \$ _____.

Please note all categories of the subcontractor/joint venture that apply:

____ Disadvantaged Business Enterprise

____ Minority-Owned Business Enterprise

____ Small Business Enterprise

____ Women-Owned Business Enterprise

The total value of EBE participation under this Joint Venture Agreement is \$ _____.; which is ____% of the total Proposal.

(Type or Print Name of subcontractor/Joint Venture) _____

By: _____

Printed Name: _____

Title: _____

Date: _____

This EBE is currently certified as a (circle as appropriate) MBE, WBE, DBE or SBE in the above-indicated performance category. **As evidence of this fact, attached is a certification letter from the appropriate certifying authority confirming the current MBE, WBE, DBE or SBE status and the applicable performance category. Failure to include said certification letter(s) to the satisfaction of the CONSULTANT is grounds for rejection of the proposed EBE.**

Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall immediately resubmit the necessary revised forms to the attention of the CONSULTANT for consideration. The undersigned will enter into a written agreement for the work described upon the approval of the CONSULTANT and award and execution of a contract with RJSCB to the bidder.

Consultant Company Name

Proposed EBE Company Name

Address

Address

Phone Number

Phone Number

Company Officer Name & Title (Print)

Company Officer Name & Title (Print)

Company Officer Signature

Company Officer Signature

Date

Date

For RJSCB Use Only

Owner Signature

Date

CONSULTANT Signature

Date

Instructions on Completion of the Monthly Employment Utilization Form (DP-3 RSMP)

1. *Project:* Name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY) ___/____:* Indicate the monthly period reporting on; e.g. JUL 2017. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
3. *Reporting Contractor Name/Address/Phone No./Fax No.:* Name/address/phone/fax of reporting entity.
- 4a. *Reporting Contractor is a () 1st Tier -or- () Lower Tier Contractor:* The reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* Only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1st Tier Project contract. If you are a 1st Tier contractor leave blank or indicate N/A.
5. *Construction Trade Class:* Indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.
6. (a) *Total All Hours by Trade M (Male) F (Female):* Under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.

(b – e) *Minority Hours by Trade M (Male) F (Female):* Under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.
7. *Minority % of Total Hours:* The percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. ie $((6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F))$.
8. *Female % of Total Hours:* The percentage of total female hours of all hours worked, the total number reported in 6a.F divided by the sum of total numbers reported in 6a. M and 6a.F. Only one figure for each trade classification.; i.e. $(6a.F / (6a.M + 6a.F))$

Individuals that qualify in both a minority category and the female category should not be counted in both the minority and female percentage figures, as the above percentage calculation will generate (items 9. & 10.
9. *Total Number of Employees:* Total number of male and total number of female employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.
10. *Total Number of Minority Employees:* Total number of male minority and total number of female minority employees utilized in each trade and grade classification, subtotaling at after each trade, for this reporting period.
11. *Reporting Company Official's Printed Name and Title:* Reporting company official's printed name/ title.
12. *Reporting Company Official's Signature:* Reporting company official's original signature. By signing this form, this individual is certifying that the information provided on the form has been reviewed prior to its submission and is accurate to the best of his/her knowledge.
13. *Date Signed:* Date of signature.
14. *Page:* Indicate page number and total number of pages submitted. Attach as many pages as necessary.

MONTHLY EMPLOYMENT UTILIZATION REPORT – DP3-RSMP					ROCHESTER SCHOOLS MODERNIZATION PROGRAM				
1. Project :					2. Reporting Period (MMM / YYYY) _____ / _____				
3. Reporting contractor Name / Address / Phone No. / Fax No.					4a. Reporting contractor is a () 1st Tier - or - (X) Lower Tier contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:				

Project Goals: MBE – 17% WBE – 10 % DBE – 3 % SBE – 3 %

5. POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Black not of Hispanic Origin (Hours)		6c. Hispanic (Hours)		6d. Asian or Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total Number of Employees		10. Total Number of Minority Employees	
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
Grand Total																	

Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted Project site during the above noted month.

11. Reporting Company Official's Printed Name and Title _____	12. Reporting Company Official's Signature _____	13. Date Signed ___ / ___ / ___	14. Page ___ of ___
--	---	--	----------------------------

**INSTRUCTIONS FOR COMPLETING THE
MONTHLY EBE UTILIZATION REPORT (DP-3A/RSMP) FORM**

This form must be submitted on a monthly basis. For the month under consideration, this form must be completed by every contractor/entity providing on-site labor engaged in work associated with the 1st tier contract scope.

For the purposes of completing this form, “on-site labor” is considered to include only labor hours consumed on the Project site in the production of physical work and direct supervision of such on-site work. This would specifically exclude any hours involved in hauling material/equipment deliveries to/from the Project site. The hours involved in the off/on loading of said deliveries would be included only if the personnel involved were not employees of the trucking company.

Example – ABC Contracting is receiving an on-site material delivery from Acme Trucking. Acme’s truck driver’s hours would not be included on this form, but ABC’s personnel who are responsible to unload this delivery would be included. If Acme personnel were responsible to unload this delivery, these hours would be excluded.

For the month under consideration, each 1st tier contractor must submit a completed DP-3/RSMP form for each entity that has provided on-site labor engaged in work associated with the scope of the 1st tier contract. This submission shall be made as part of the monthly payment requisition package and to the ICO CONSULTANT. If after the start and prior to the completion of the 1st tier contractor’s scope, the 1st tier contractor does not submit a monthly payment requisition package, the 1st tier contractor shall either 1) forward a (“No-Labor”) notice advising that there was no on-site labor utilized under its contract scope for the month under consideration or 2) shall forward completed DP-3/RSMP forms for the month under consideration. Whether submitting a monthly payment requisition package or not, DP-3/RSMP forms or “No-Labor” notice must be forwarded to the ICO CONSULTANT.

In addition to required submissions noted above, the same submissions must be made by the 1st tier contractor directly to the ICO CONSULTANT no later than the 5th day of the following month (e.g., November 2017 DP-3’s/RSMP or No-Labor Notice(s) must be received by December 7, 2017).

DP-3A/RSMP
MBE/WBE/DBE/SBE MONTHLY UTILIZATION REPORT
Rochester Schools Modernization Program
Month: Year:

Project Name: _____ Original Contract: _____
 Contract No.: _____ Current Contract: _____
 Contractor/Vendor Name: _____ MBE % of Current Contract: _____
 Address: _____ WBE % of Current Contract: _____
 Phone: _____ DBE: % of Current Contract: _____
 Fax: _____ SBE: % of Current Contract: _____
 Change Orders to Date: _____

Subcontractor Name	MWBE DBE/ SBE	Original Subcontract	Change Orders to Date	Total Current Subcontract to MWBE/DBE/SBE	Amount Paid to Date to MWBE/DBE/SBE	Total Amount of Invoices Submitted to Date	Cancelled Checks Submitted to Date

1. DP-3A must be submitted each month.
2. List all MBE/WBE/DBE/SBE subcontractors, even after their work is substantially complete.
3. When adding a subcontractor, attach a revised DP-1 and DP-2 to this form.
4. Attach invoices and cancelled checks to this form, if requested.

 Contractor/Vendor Representative Signature

PROMISE OF NON-DISCRIMINATION

KNOW ALL MEN BY THESE PRESENTS, that I/we,

Name of bidder/proposer) _____, (hereinafter "Company"), in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Rochester Joint Schools Construction Board (herein, "RJSCB" or "Owner"), hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise be discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Owner or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make Good Faith Efforts to solicit EBE's to do business with this Company;
- (4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination or Good Faith Efforts to attain the EBE utilization Goals and reporting requirements, as made and set forth in this Section 00 43 31, shall constitute a material breach of contract entitling the Owner to declare the Contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

By: _____
(Signature)

Date: _____, 20_____

Name: _____
(Print name)

Title: _____
(Print title)

EBE ASSURANCE STATEMENT

To be filed on bidding company's letterhead and signed and dated by the Bidder.

Subject Proposal for _____

The undersigned bidder, having submitted a proposal for the referenced project, if awarded the Contract, agrees that the EBE Utilization Plan (DP-1) submitted with the bid or as thereafter modified and approved by the CONSULTANT will be incorporated into the Contract upon submission of the EBE Letter of Intent to Perform. We are committed to ensure EBE participation in the manner indicated below as subcontractors, supplier or in joint venture partnership as follows:

Representation of EBE Status

Name: _____

Address: _____

Phone #: _____

Fax#: _____

Email: _____

FEIN: _____

Work to be performed:

Dollar amount: _____

Percentage of the Total Bid amount: _____

This subcontractor represents that it is / is not a certified MBE/DBE/WBE/SBE (circle the appropriate status).

This subcontractor is a (circle one): Sole proprietorship / individual / corporation / partnership / a joint venture

Contractor/Bidder acknowledgement:

The undersigned contractor/bidder represents that the above information is true and correct to the best of its knowledge:

Name of Contractor/Bidder firm: _____

Authorized representative: _____

Authorized signature: _____ Date: _____, 20__

****EBE Assurance statement should be submitted on bidder's letterhead and must signed by bidder.**

GOOD FAITH EFFORTS CHECKLIST

The Rochester Joint School's Board (RJSCB) welcomes your participation in the Rochester School's Modernization Program (RSMP). Your participation and support in complying with the goals for diversity set forth in the Diversity Plan is critical to the success of the Program. Pursuant to the requirements set forth in this Section and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by RJSCB,

We, _____ by Owner/Principal _____

Attest that we have exercised the following Good Faith Efforts in addition to my /our regular and customary solicitation process:

I/We have delivered written notice to three available certified EBEs for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.

I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.

I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by an EBE.

I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the EBE/, including the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.

I/We have actively solicited, through sending letters or initiating personal contact, EBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of EBE's for the RJSCB's contract under consideration.

I/We have advertised in publications of general circulation in the Rochester MSA trade publications and other media owned by, or otherwise focused or marketed to EBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

I/We have conducted discussions with interested EBEs in good faith, and provided the same willingness to assist EBE's as has been extended to any other similarly situated subcontractor.

I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

(GOOD FAITH EFFORTS CHECKLIST continued)

Please identify below all subcontractors, suppliers, or a joint venture partner you invited to participate that declined.

1. Name of subcontractor/Vendor: _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was declined: _____
Reasons Given for Declining:

Please note all categories of ownership that apply:

- ___ African American Business Enterprise
- ___ Asian American Business Enterprise
- ___ Hispanic American Business Enterprise
- ___ Majority Enterprise
- ___ Native American Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise

2. Name of subcontractor/Vendor: _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was Declined: _____
Reasons Given for Declining:

Please note all categories of ownership that apply:

- ___ African American Business Enterprise
- ___ Asian American Business Enterprise
- ___ Hispanic American Business Enterprise
- ___ Majority Enterprise
- ___ Native American Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise

3. Name of subcontractor/Vendor: _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was Declined : _____

Reasons Given for Declining:

(GOOD FAITH EFFORTS CHECKLIST continued)

Please note all categories of ownership that apply:

- African American Business Enterprise
- Asian American Business Enterprise
- Hispanic American Business Enterprise
- Majority Enterprise
- Native American Business Enterprise
- Small Business Enterprise
- Women-Owned Business Enterprise Name of subcontractor/Vendor

4. Name of subcontractor/Vendor: _____

Phone #: _____

Address _____

Date of Offer to Participate: _____

Date Offer was Declined: _____

Reasons Given for Declining:

Please note all categories of ownership that apply:

- African American Business Enterprise
- Asian American Business Enterprise
- Hispanic American Business Enterprise
- Majority Enterprise
- Native American Business Enterprise
- Small Business Enterprise
- Women-Owned Business Enterprise Name of subcontractor/Vendor

SECTION 4: SAMPLE FORM OF AGREEMENT

THIS AGREEMENT, also referred to as Contract, made as of [REDACTED] by and between the **Rochester Joint Schools Construction Board (RJSCB)**, having its principal office and place of business at 1776 North Clinton Avenue, Rochester, New York 14621 (hereinafter the **“Board”** or **“Owner”**) and

[REDACTED]

(hereinafter the **“Manager”**).

WHEREAS, the Board is authorized to have constructed the following project(s) for the Rochester City School District (hereinafter the **“RCSD”**) at the

[REDACTED]

and

WHEREAS, the Board desires to have the Project(s) constructed in as expeditious and efficient a manner as possible; and

WHEREAS, the Board has retained Savin Engineers (hereinafter the **“Program Manager”**) to act on its behalf to manage the Rochester Schools Modernization Program (RSMP); and

WHEREAS, the Board has determined that such results can be accomplished most effectively by retaining the services of a Construction Manager to work with the Program Manager, its Project Consultant(s), and the Contractor(s) for the Project(s), so that the Project(s) may be completed and ready for use at the earliest practicable date; and

WHEREAS, the Manager is ready, willing, and able to perform such services and represents that it is qualified in all respects to do so and that its officers and employees possess the knowledge, experience, and character necessary to qualify them individually for the particular duties they are to perform;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

ARTICLE 1

Retention of Construction Manager

The Board hereby retains the Manager and the Manager hereby agrees to act as the Construction Manager for the Project(s) and to perform the services hereinafter described on the terms and conditions specified herein.

ARTICLE 2

Services to be Performed

2.1 The services to be performed by the Manager hereunder shall be subject to the general direction of the Program Manager and shall consist of consulting with, advising, and making recommendations to the Board, its Project Consultant, and the Contractors for the Project(s), as the case may be, in all aspects of the construction of Project(s) in order to accomplish the completion of the Work in accordance with the plans and specifications. The services to be performed by the Manager shall include the services described herein and in Schedule B, which is attached hereto and made a part hereof.

2.2 The Board reserves the right to direct the Manager to provide additional services and the Manager agrees to provide such services.

2.3 If the Manager believes that any services it has been directed to perform are beyond the scope of this Agreement and constitute additional services, it shall provide prompt written notification to the Program Manager, but not later than five business days after being directed to perform such services. The Program Manager shall then determine whether or not the services are additional and if the Board agrees, the maximum contract amount set forth in Article 4 hereof shall be amended to reflect the cost of providing such additional services.

2.4 The use of Primavera Expedition Project Management software is mandatory (See Schedule B).

ARTICLE 3

Additional Obligations and Responsibilities

3.1 In performing its services hereunder, the Manager shall place emphasis on considerations that will aid in completing the construction of the Project(s) consistent with the construction standards and procedures of the Board, including the Board’s requirement for scheduling, coordination, and completion. The Manager acknowledges that time will be of the essence for the Project(s) and it agrees to use reasonable care and diligence and to exercise its best efforts to administer, coordinate, monitor and inspect the work of the Contractors so as to assist the Program Manager in having the Project(s) completed on or before its contract completion date; provided, however, that the Manager shall not be liable for any failure or inability of any of the Contractors to complete the Project(s) or any portion thereof within the time or times provided in their respective construction contracts.

The parties recognize that the Manager cannot and will not be in control of the Project Consultants’ or Contractors’ activities in connection with the Project, and therefore, the Manager cannot warrant or represent that the actual duration of each phase of construction will be consistent with the overall Project

construction schedule, unless the cause of the delay is attributable to action or inaction of the Construction Manager. However, the Manager shall endeavor to obtain satisfactory performance from each of the Contractors, and the Manager shall recommend courses of action to the Contractor(s) and Program Manager when requirements of a Contract are not being fulfilled. In addition, while the parties recognize that the Manager is not a guarantor of the Contractors' "work" the Manager shall be responsible for making daily inspections of the work and advising Contractors and Program Manager where the work is defective or non-conforming. In addition, the Manager is responsible for overseeing the work performed by Contractors and advising them where there are questions on the means, coordination and methods of construction employed by the individual Contractors or for the safety precautions and programs in connection with the Project. The Manager shall advise the Program Manager regarding the performance of each of the Contractors. Resolution of disputes with a Contractor relating to the execution or progress of the Work or the interpretation of the requirements of the Contract Documents (except interpretations of the drawings and specifications, which shall be referred to the Consultant of Record) shall be the responsibility of the Manager who shall keep the Program Manager informed of progress in these areas and make such recommendations to the Program Manager as Manager may deem necessary for the proper execution and timely progress of the Project. The Program Manager, at its discretion, shall take whatever action it deems necessary to assist the Manager. The services of the Manager are intended to complement and supplement, but not replace or duplicate, those of the Consultants, Contractors or Testing and Inspection agencies engaged by or through the Board.

3.2 All recommendations that will affect the cost of the project shall be made by the Manager to the Program Manager and the Project Consultants in writing. The Program Manager may also require other recommendations and communications by the Manager to be made or confirmed by it in writing. All such recommendations shall be made in writing directly to the Program Manager and the Project Consultant. After approval by the Program Manager and/or the Project Consultant, the Manager shall issue instructions directly to the Contractors.

3.3 The services to be performed hereunder shall be performed by the Manager's own staff, unless otherwise authorized in writing by the Board. The employment of, contract with, or use of the services of any other person or firm by the Manager, as consultant or otherwise, shall be subject to the prior written approval of the Board. No provision of this Agreement, or such authorization, shall, however, be construed as constituting an agreement between the Board and any such person or firm.

3.4 The Manager shall designate one person as a Project Executive who, on its behalf, shall be responsible for coordinating all of the services to be rendered by it hereunder. The designation and continuance shall be subject to the approval of the Board. All personnel assigned by the Manager to its performance of this Agreement shall cooperate fully with

personnel assigned to the Project(s) by the Board and the Program Manager, and, in the event the Board determines that any personnel of the Manager have failed to cooperate or are not fulfilling the services of this Agreement, the Manager, at the request of the Board, shall replace such personnel.

3.5 For the Construction Phase, the qualifications of the field staff to be maintained at the site of the Project(s) shall have the following minimum qualifications in related type and size Work:

- a. Project Manager: A minimum of eight (8) years' experience with the Manager, including similar K-12 projects, and a current OSHA 30-hour certification.
- b. Project Superintendent: A minimum of five (5) years' experience with the Manager and be certified as a "competent" person, including similar K-12 projects, and a current OSHA 30-hour certification.
- c. Assistant Project Superintendent: A minimum of three (3) years' experience with the Manager and a minimum OSHA 10-hour certification.
- d. Project Engineers and Accountants: A minimum of three (3) years' experience in the construction industry with similar responsibilities to that assigned to such personnel for the Project(s).

The Manager shall submit to the Program Manager for its review and approval its staff to be assigned to provide the services required under this Agreement prior to the commencement of those services and concurrent with submitting its executed contract. The Board, during the course of the Project, reserves the right to approve staffing levels.

3.6 The Board shall include in all Contract Documents a requirement that the Contractors name the Manager as an Additional Insured on insurance coverage provided by the Contractors for the Project(s) that allows the naming of Additional Insureds.

The Manager shall not be responsible for the consequences of: Acts of God (such as tornado, hurricane, etc.); the Board's, the Program Manager's, Consultants', Contractors', vendors or other Project participants' (and their respective agents', employees', consultants', vendors' and subcontractors') acts, omissions to act or failures to timely act; riots, insurrections, terrorist acts or civil commotions; embargoes; sabotage; vandalism; the requirements of laws, statutes, regulations, and other legal requirements of governmental authorities; casualties requiring reconstruction or repair to the Project(s) or any parts(s) thereof; or any other matters beyond the reasonable control of the Manager. If the Manager's duties are suspended as a result of such occurrence(s), the Manager's compensation shall be accordingly deferred.

ARTICLE 4
Payment for Services

4.1 Services provided under this Agreement are based on a lump-sum form of compensation payable according to the terms of Schedule C. Additional services provided by Manager at the request of the Board will be based on a change order approved by the Board.

4.2 In addition to the costs included within the lump-sum contract amount specified in Section 4.1, the Board will reimburse the Manager for the costs of the following, herein identified as Reimbursable Expenses, that it actually and necessarily incurs in performing the services hereunder as follows:

- a. Traveling expenses, including transportation, meals (excluding alcoholic beverages), lodging, and long distance telephone calls, shall be reimbursed as an additional contract cost, provided, however, that normal commuting and daily travel expenses for Manager's field or home office support staff shall not be reimbursable unless such travel is required for off-site visits to vendors or contractors in support of project activities or is approved in writing by the Board.
- b. Testing and any additional field services authorized in writing by the Board.
- c. Reproduction costs for Contract Documents for bidding purposes, special reports, and other data and documents specifically requested by and furnished to or on behalf of the Board. This does not include the daily and incidental copying cost of daily reports or document reproduction at the jobsite or in the Construction Manager's offices.
- d. Approved reimbursable expenses shall be reimbursed at 1.0 multiplier.

4.3 Notwithstanding the foregoing, the total lump sum compensation and reimbursable expenses payable under this Agreement shall in no event exceed the sum of [REDACTED] unless approved by Board. Said compensation and reimbursable expenses shall be paid by the Board to the Manager in monthly installments in accordance with Schedule C in proportion to the services rendered by the Manager. The Manager shall submit for the Program Manager's approval a properly executed Application for Payment, on a form prescribed by the Board, together with appropriate backup supporting the amount billed.

4.4 Whenever any payment to or fee of the Manager is dependent in whole or in part on the Manager's or its consultants' cost or costs, the Manager shall maintain efficient and accurate cost and accounting records as to all such costs and the Manager shall require its consultants to maintain similar records. The Manager, at any time during the term of the

Agreement or within six (6) years thereafter, shall make such records and require its consultants to make their records available to the Board or its authorized representatives for review and audit. In the event all or any part of such records are not maintained or made available to the Board, any item not supported by reason of the unavailability of such records shall, at the election of the Board, be disallowed and, if payment therefore has already been made, the Manager, on demand, shall refund to the Board the amounts so disallowed. Payment to the Manager and/or approval by the Board of any invoice submitted by the Manager shall in no way affect the Manager's obligations hereunder or the right of the Board to obtain a refund of any payment to or fee of the Manager that was in excess of that to which it was lawfully entitled.

4.5 Upon satisfactory completion by the Manager of all services required by this Agreement or, if this Agreement is terminated by the Board, all services provided prior to said termination, the Board shall make a final payment to the Manager. Acceptance by the Manager of the final payment shall operate as, and shall be, a release of the Board from all liability to the Manager for anything provided or arising in connection with this Agreement.

4.6 No payment, final or otherwise, by the Board shall in any way release or affect the obligations and responsibilities of the Manager hereunder.

4.7 Although the Manager may recommend and contract with others for laboratory testing, inspection service and special investigations, when approved by the Board, nothing in this Agreement shall be deemed to require, or authorize, or permit the Manager to perform any act which would constitute design services, laboratory testing, inspection services, special investigations, or the practice of architecture, professional engineering, certified public accounting or law.

It is expressly understood that the Manager is not a guarantor or insurer of the Contract Documents, including the plans and specifications, or of any Work which is to be performed and managed by others.

Unless otherwise provided in this Agreement, the Manager and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold, or other toxic substances.

ARTICLE 5
Field Office and Key Personnel

5.1 The cost to provide, set up, equip and maintain the Manager's field office will either be included in the Prime Contractors' scope and bid for each project or be provided and equipped by the Board. At the conclusion of the Project all equipment and any remaining supplies purchased for the project will be inventoried and turned over to the Board.

5.2 The Construction Manager's project manager will be [REDACTED] and the Construction Manager's superintendent will be [REDACTED]. Both are designated representatives of the Construction Manager and are authorized to act on its behalf. To the extent that [REDACTED] or [REDACTED] cannot continue to serve as project manager and superintendent, respectively, any replacement shall be mutually agreed upon by the Board and the Construction Manager.

ARTICLE 6 Ownership of Documents

All reports, estimates, schedules, and other documents and data, including, but not limited to, computer data and files prepared by and for the Manager pursuant to this Agreement shall be the property of the Board and, upon its request, the Manager shall promptly deliver all of the same to the Board.

ARTICLE 7 Bidding on Project(s)

Neither the Manager nor any firm of which any officer, director, supervisory employee, or principal stockholder of the Manager is an officer, director, supervisory employee, or principal stockholder, or of which the Manager is a principal stockholder, shall, during the term of this Agreement and until final payment for the services provided herein is made by the Board, make or cause to be made, without prior written approval of Board, any bid on the Project(s) covered under this Agreement. For purposes of this provision, the term "principal stockholder" shall mean any stockholder holding ten percent (10%) or more of the capital stock of such corporation in his/her or its own name or that is held directly or indirectly for his/her or its account or ten percent (10%) or more ownership of or interest in any firm either in his/her or its own name or directly or indirectly for his/her or its account.

ARTICLE 8 Liability and Insurance

8.1 The Manager shall be liable to the Board for all losses, expenses, and damages caused by its failure to use reasonable care and diligence and exercise its best efforts to properly perform its obligations under this Agreement and the Manager shall not be entitled to any compensation for services or reimbursement for costs or expenses with respect to any such obligations not properly performed by it hereunder; provided, however, that nothing set forth in this Agreement shall be deemed to make the Manager a guarantor or insurer of the design of the Project(s).

8.2 Manager agrees to indemnify, defend and hold harmless the Board, the Rochester City School District, City of Rochester, Program Manager, Architect/Engineer(s), Technology Consultant (if any), and their affiliates, subsidiaries, directors, trustees, officers, board members, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, obligations, claims, damages, demands, causes of action, losses

and expenses (including, without limitation, reasonable attorneys' fees and costs of suit) directly or indirectly relating to, arising from or in connection with: (a) any actual or alleged negligent act or omission or willful misconduct of Manager or any of its agents, employees or subcontractors; (b) any breach by Manager of any of its representations, warranties, covenants or obligations set forth in this Contract; (c) injury to person or property (including death) to the extent arising out of or resulting from violation by Manager of any State, Federal, or local law, rule or regulation; or (d) any actual or alleged injuries to person or property (including death) suffered by any of Manager's agents, employees, subcontractors or sub-consultants, or any employees or agents of Manager's agents, subcontractors or sub-consultants in the course of their performance or completion of any Work or other obligations arising under or pursuant to the Contract, or upon any premises owned, leased or controlled by the Indemnitees, or any Project site, except to the extent caused by the Board or its employees or agents that nothing herein shall be construed as requiring the Manager to indemnify the Indemnitees or any of them for any claim for damage or loss of any kind to the extent such loss or damage is caused by the negligence or willful misconduct of the Indemnitees or any of them. Manager shall include in each Subcontractor agreement for the Project a provision substantially similar to this indemnification provision.

8.3 Nothing in this Agreement shall create or give to third parties any claim or right of action against the Manager or the Board beyond such as may legally exist irrespective of this Agreement.

8.4 Please refer to Schedule D for specific coverage and limits. Before commencing its performance of this Agreement, the Manager shall furnish to the Board a certificate, in a form satisfactory to the Board, showing that it has procured such insurance, which certificate shall provide that the policy shall not be changed or canceled without thirty (30) days prior written notice to the Board.

ARTICLE 9 Nature of Contractual Relationship

9.1 Nothing contained herein shall be deemed to create any contractual relationship between the Manager and the Program Manager, Consultant, or any of the Contractors, subcontractors, or material suppliers on the Project(s) or to make the Manager responsible or liable to the Consultant or any of the Contractors.

9.2 The relationship of the Manager to the Board shall be that of Independent Contractor, and the Manager shall have no authority to bind the Board in any way with third parties without the prior written consent of the Board. It is further understood that this Agreement is intended to secure the services of the Manager because of its particular ability and experience and that this Agreement shall not be assigned, sublet, or transferred without the prior written consent of the Board.

ARTICLE 10
Termination of Agreement

At any time during the effective term of this Agreement, the Board shall have the right, on seven (7) calendar days' written notice to the Manager, to terminate the Agreement or to postpone, delay, suspend, or abandon all or any part of the Project(s) and, in the event of such termination, postponement, delay, suspension, or abandonment, the Manager shall deliver to the Board all plans, drawings, specifications, reports, and other data and records pertaining to the Project(s) and the Board shall pay to the Manager all amounts earned to the effective date of such termination. Except as expressly provided in the previous sentence, such termination, postponement, delay, suspension, or abandonment shall not give rise to any claim or cause of action against the Board for damages, extra compensation, or for loss of anticipated profits on services unperformed. In the event any postponement, delay, suspension, abandonment, or termination is due to the Manager's failure to properly perform its obligations hereunder, the Manager shall be liable to the Board for all damages suffered by it by reason therefore and the Board shall have the right to withhold any monies due to the Manager hereunder and to apply such monies toward the payment of such damages.

ARTICLE 11
Diversity Plan

11.1 The Manager agrees to comply with Board's Diversity Plan, all applicable Federal, State and local civil rights and human rights laws with reference to equal employment opportunities in the provision of services. The Manager shall undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

11.2 Prior to the execution of this Agreement, the Manager shall submit an Equal Employment Opportunity ("EEO") Policy Statement to the Board's Independent Compliance Officer (ICO) within ten (10) calendar days after receipt of a request therefore. This EEO Policy Statement shall contain, but not necessarily be limited to, and the Manager, as a precondition to entering into a valid and binding Agreement with the Board, shall, during the performance of this Agreement, agree to the following:

- a. The Manager will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and good faith efforts to employ and utilize minority group members and women in its work force on the Agreement.

- b. The Manager shall state in all solicitations or advertisements for employees that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. At the request of the Board, the Manager shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Manager's obligations herein.
- d. Prior to the execution of this Agreement and within ten (10) calendar days after receipt of a request therefore, the Manager shall submit to the Board's ICO a staffing plan of the Manager's anticipated work force to be utilized under this Agreement or, where required, information on the Manager's total work force, including apprentices, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Board.
- e. The form of the staffing plan shall be supplied by the ICO.
- f. The Manager shall submit to the ICO a work force utilization report, in a form and manner required by the Board, of the work force actually utilized on this Agreement, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Board.

ARTICLE 12
Provisions Required by Law

Each and every provision required by law to be inserted in this Agreement, including, but not limited to, the provisions set forth in Schedule A, which is attached hereto and made a part hereof, shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make insertion or correction.

ARTICLE 13
General Provisions

13.2 The Board shall determine every question of fact which may arise in relation to the interpretation of this Agreement and the performance by the parties hereto of their respective obligations and responsibilities hereunder, and the decision of the Board shall be final, conclusive and binding upon the

Manager unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as to necessarily imply bad faith.

13.3 No action or proceeding shall lie or be maintained by the Manager, or anyone claiming under or through the Manager, against the Board, or any of its trustees, officers, agents or employees, upon any claim arising out of or based upon this Agreement or any alleged breach thereof or by reason of any act or omission of the Board, or its trustees, officers, consultants, agents and employees, unless such action or proceeding is instituted in the Supreme Court of the State of New York in and for the County of Monroe and such action or proceeding is commenced within one (1) year after the Board's final acceptance of the construction work on the Project(s) or termination of this Agreement, whichever shall first occur. All such actions or proceedings shall be governed by the laws of the State of New York.

13.4 No delay or omission by the Board to exercise any right or remedy accruing to it under this Agreement or existing at law or in equity or by statute or otherwise shall be construed as a waiver of any of the provisions of this Agreement or of any such right or remedy or be construed to be a waiver of or acquiescence in the act or acts or omission or omissions to act giving rise to the accrual of such right or remedy, upon the occurrence of any subsequent event of the same or of a different nature.

13.5 If any term or provision of this Agreement or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such terms and provisions to persons, firms or corporations or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13.6 The term "Contractors" as used in this Agreement shall be deemed to include all Contractors who have previously or may hereafter be awarded construction contracts by the Board for the Project(s).

13.7 The terms "Project Consultant" and "Consultant" as used herein shall mean the person(s) or firm(s) designated by the Board as the Consultant(s) for the Project(s).

13.7 The captions of Articles of this Agreement are intended for convenience and for reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement or in any way affect this Agreement.

13.8 As used in this Agreement, the singular of any word or designation, whenever necessary or appropriate, shall include the plural.

13.9 This Agreement constitutes the entire Agreement between the parties hereto and supersedes all previous understandings and agreements with respect to Project(s) or any of the provisions hereof. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, except the proposal provided by the Manager that is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto. The proposal attached as Schedule B expands on the role and responsibilities of the Manager.

**ARTICLE 14
Time of Performance**

The Manager shall complete all work of this contract within allotted schedule duration from the date of the authorization to proceed by the Board.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Rochester Joint Schools Construction Board

By _____
RJSCB Chair
Allen Williams

Witness: _____

By: _____ Date: _____

By _____


Witness: _____

By: _____ Date: _____

Federal ID # _____

(If Corporation affix Corporate Seal)

Approved as to form:

Attorney for Rochester Joint School Construction Board By:

Edward Hourihan, General Counsel

Date _____

SECTION 4: SAMPLE FORM OF AGREEMENT

SCHEDULE A: PROVISIONS REQUIRED TO BE INSERTED BY LAW

The parties to the attached Agreement (also referred to as “the Contract” or “this Contract”) agree to be bound by the following clauses which are hereby made a part of the Contract:

- 1. Executory Clause.** In accordance with Section 376 of the Education Law, the Board shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.
- 2. Non-Assignment Clause.** In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Board and any attempts to assign the Contract without the Board’s written consent are null and void. The Contractor may, however, assign its right to receive payment without the Board’s prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. Workers’ Compensation Benefits.** In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefits of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.
- 4. Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.
- 5. Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- 6. Non-Collusive Bidding Requirement.** In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Board a non-collusive bidding certification on the Contractor’s behalf.
- 7. International Boycott Prohibition.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Contract exceeds \$5,000, the Contractor agrees, as a material condition of this Contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50

USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Contract's execution, such Contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

- 8. Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the Board, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the state, for the term specified above for the purposes of inspection, auditing and copying. The Board shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Board official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Board's right to discovery in any pending or future litigation.

9. Identifying Information and Privacy Notification.

- (a) Federal Employer Identification Number and/or Federal Social Security Number.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Board must include the payee's identification number, i.e. the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

- (b) Privacy Notification.

- (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property and the authority to maintain such information is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Board and the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- (2) The personal information is requested by the Board. The information is maintained in the New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, 110 State Street, Albany, New York 12207.

- 10. Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Schedule A, the terms of this Schedule A shall control.

- 11. Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

- 12. Prompt Payment Requirements.** Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law. For the purposes of Article XI-A of the State Finance Law, the Rochester Joint School Board's office, whose mailing address is 1776 N. Clinton Avenue, Rochester, NY 14621, is the Board's designated payment office.

- 13. No Arbitration.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York, County of Monroe.

- 14. The Omnibus Procurement Act of 1992**, as amended, requires that, by signing this Proposal, the bidder certifies that whenever its Total Bid amount is greater than \$1,000,000.00: (a) it has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this Project, and has retained the documentation of these efforts to be provided upon request to the State; (b) it has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) it agrees to make reasonable effort, to provide notification to New York State residents of employment opportunities on this Project through listing any such positions with the Community Services Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The bidder further agrees to document these efforts and to provide said documentation to the State and the Fund upon request; and (d) it acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts. Documented efforts by a successful bidder shall consist of and be limited to showing that such bidder has:
- (a) Solicited bids, in a timely and adequate manner, from New York State Business Enterprises including certified Minority and Women's Business Enterprises, or
 - (b) Contacted the New York State Department of Economic Development to obtain listings of New York State Business Enterprises, or
 - (c) Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or
 - (d) Participated in bidder outreach conferences.
 - (e) If the bidder determines that New York State Business Enterprises are not available to participate on the Contract as subcontractors or suppliers, the bidder shall provide a statement indicating the method by which such determination was made.
 - (f) If the bidder does not intend to use subcontractors on the Contract, the bidder shall provide a statement verifying such intent.
- 15. Chapter 807 of the Laws of New York of 1992**, requires the Contractor and any individual or legal entity in which the Contractor holds a 10 percent or greater ownership interest and any individual or legal entity that holds a 10 percent or greater ownership interest in the Contractor's firm either (a) have no business operations in Northern Ireland or, if they do have such an interest, (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the **MacBride Fair Employment Principles** and shall permit independent monitoring of their compliance with such.
- 16.** The Manager certifies that all information provided to the Board with respect to **State Finance Law Section 139-k** is complete, true and accurate.
- 17.** The Board reserves the right to immediately terminate this contract in the event that it is found that the certification filed by the Manager in accordance with **State Finance Law Section 139-k** was intentionally false or intentionally incomplete.

SECTION 4: SAMPLE FORM OF AGREEMENT

SCHEDULE B: SCOPE OF SERVICES

The Board has employed the services of a Program Manager (PM) to oversee the development and implementation of the Rochester Schools Modernization Program (RSMP). In addition, the PM administers the design and construction-related agreements entered into by the Rochester Joint Schools Construction Board (Owner). The Construction Manager (CM) is to recognize and report to the PM. The parties to the attached contract, [hereinafter, "the Contract" or "this Contract"] agree to be bound by the following scope of services which are hereby made a part of the Contract.

I. PRECONSTRUCTION PHASE

A. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The RJSCB recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB.

Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as employees, and/or partners as Firms teaming for this Project. In this regard, the RJSCB expects the selected Firm to undertake or continue successful diverse teaming relationships to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

The RJSCB recognizes the need to take action to ensure that Minority and Women-Owned, Disadvantaged and Small Business Enterprises (M/W/D/SBEs) are given the opportunity to participate in contracts with the Board. To help meet these objectives, the Business Opportunities Program (BOP) is designed to bring training, education and mentoring to eligible M/W/D/SBEs resulting in a more competitive and diverse business capacity in the City of Rochester. The BOP's initiative brings together two distinct services - (1) Mentor-Protégé supported by comprehensive training, and (2) Community Outreach & Engagement, created specifically as a catalyst for driving economic diversity growth.

The BOP is intended to increase the number of certified M/W/D/SBEs capable of bidding on construction contracts, educate and train business owners in specific construction-related areas, and to improve the small contractors' management, organization and overall skills by teaching them new strategic tools to support the growth of their businesses.

The CM shall be required to include a stipulated Allowance (see Section 3 CM Fee Proposal) to compensate for the CM Team's key staff to provide mentoring-type activities in support of the RJSCB's new Business Opportunities Program (BOP) initiative to begin recognizing historic under-representation of minorities and their respective businesses in the design and construction industries.

The RJSCB is committed to providing Minorities and Women and Minority-Owned Businesses, and Disadvantaged Businesses with equal opportunities in the performance of all contracts. In order to achieve the Business Development goals of the Program, each professional service Firm or other business providing goods or services with a Board contract of \$25,000 or more shall strive to and use best efforts to meet the above stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Enterprises, Disadvantaged, and Small Business Enterprises. Those supplying Construction services of \$100,000 or more shall be required to do the same.

One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all professional service Firms and/or other business entities providing goods or services related to a RJSCB Project, and in the amount of \$25,000 or more (and \$100,000 or more for construction services), shall agree to comply with the following workforce diversity goals:

- Minority Workforce: 22% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
- Female Workforce: 8% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff

The RJSCB is also committed to the meaningful participation of qualified Minority-Owned, Women-Owned, Disadvantaged Business Enterprises and Small Business Enterprises throughout the RSMP. In order to meet this commitment, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$25,000 or more (and \$100,000 or more for construction services), shall agree to engage qualified Minority-owned, Women-owned, Disadvantaged Business entities, and Small Business entities to assist in the completion of all work under any such contract. With each sub-contract of \$25,000 or more (and \$100,000 or more for construction services), the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- Minority-Owned Business Enterprises shall participate in a minimum of 17% of each Contract, or purchase order
- Women-Owned Business Enterprises shall participate in a minimum of 10% of each Contract, or purchase order
- Disadvantaged Business Enterprises shall participate in a minimum of 3% of each Contract, or purchase order
- Small Business Enterprises shall participate in a minimum of 3% of each Contract, or purchase order

The RJSCB reserves the right to revise, adjust and/or modify the above goals for future contracts awarded as Phase 2 of the RSMP evolves, new information/data, or circumstances arise.

The process to substantiate unsuccessful pursuits to establish 'teaming' relationships for this Proposal in terms of Equal Opportunity outreach (e.g., here written letters confirming that prospects elected to decline for any Diversity Category for which the proposed Team falls short of the goal) must be documented and submitted to the Independent Compliance Officer (Baker Tilly, attention Brian Sanvidge at 518-330-7816) upon the CM Team's notification of having been short-listed for an interview. The RJSCB reserves the right to revise, adjust and/or modify the above goals for future contracts awarded as Phase 2 of the RSMP evolves, new information/data is discovered, or circumstances arise.

B. PROJECT MANAGEMENT SOFTWARE

Project Management Software will be Primavera Contract Management (version 14.1, or newer) for submission of submittals, RFIs, change orders, and meeting minutes. Templates to be supplied by Program Manager. Schedules of construction activities will be developed by the CM using Primavera P6, version 16.1 or higher, using the milestones shown in Section C 3.2.3, and in accordance with the WBS breakdown as shown in Sample C.2. All information provided to the CM from the A/E Team, and Trade Contractors is to be actively managed in real time to assure overall project coordination. Accordingly all 'raw data,' schedule information, deliverables, reports, submittals, etc. shall be formatted for PM approval, and fully integrated as a database accessible at any time by Savin as the overall Program Manager. The CM shall be fluent in the use of the Primavera Expedition platforms, and specifically the P6 scheduling software (see Section C – Scheduling General Framework Requirements).

As a baseline, what follows are the minimum. Other Primavera Expedition software may be needed to satisfy the unique needs and circumstances of each specific Phase 2 School Project.

(see next page)

PROJECT MANAGEMENT MODULES PROPOSED FOR USE BY CMs AND PMs ON ROCHESTER PROJECTS

MODULES IN PRIMAVERA	PLANNED USE	COMMENTS
Project information		
Schedule	Yes	Using P6, Version 16.1 or higher
Contacts	Yes	User Access/Administrator Entry
Issues	Yes	
Communications		
Transmittals	Yes	Using Contract Management, Version 14.1 or newer
Request for Information	Yes	Using Contract Management, Version 14.1 or newer
Notices	No	
Non-Compliance Notices	Yes	
Letters	Yes	CM to access contacts name/address and files
Correspondence Sent	Yes	Includes copies of critical emails
Correspondence Received	Yes	Includes copies of critical emails
Meeting Minutes	Yes	Use Contract Management, Version 14.1 or newer
Notepads	Optional	To be determined (TBD), based on Project needs
Telephone Records	Optional	Rare, but certain projects evoke need to use
Safety	Yes	HASP, OSHA Reports/Violations, Incident Reports
Contract Information		
Cost Worksheet	Yes	
Contracts – Budgeted	Yes	Allows for internal estimating
Contracts – Committed	Yes	
Purchase Orders	Yes	Needed for inspection services
Trends	Optional	TBD
Payment Requisitions	Yes	
Change Management	Yes	Tracking from Request for Proposal to Approval
Proposals	No	WORD/EXCEL/PDF
Change Orders	Yes	
Procurement	Optional	TBD
Logs		
Drawing Sets	Optional	
Drawings	Optional	
Submittal Packages	Yes	
Submittals	Yes	
Material Deliveries	Optional	TBD
Daily Reports	Yes	
Insurance	Yes	Set alerts to notify when approaching expiration
Punch Lists	Yes	

NOTE: As templates are produced by the Program Manager, they will be provided to the CM for use.

C. SCHEDULING GENERAL FRAMEWORK REQUIREMENTS**Rochester Schools Modernization Program: Schedule Guidance Document Contents****1. Purpose**

The Rochester Joint Schools Construction Board (RJSCB) is committed to delivering quality, cost-effective Projects to its Client in a timely manner. One of the most important tools the RJSCB uses to achieve this goal is an accurate, updated, current Master Schedule for its Projects. Accurate and updated scheduling allows the RJSCB to effectively track and deliver its Projects in a reliable manner.

The RJSCB's goal is to take every reasonable step to ensure that Projects start and finish on time and within budget. Integrated schedules are the fundamental building blocks to planning and executing Projects efficiently. These schedules are best prepared by those responsible for expertly managing the Construction Work, which will be a prime responsibility of the Construction Manager (CM) selected for each Phase 2 Project.

This information that follows is designed to guide CMs, Contractors and Consultants in preparing and submitting acceptable 'raw data' for the CM to integrate, coordinate and maintain for an accurate and reliable Master Schedule.

2. Applicability and Basic Requirements

CMs, Contractors and consultants are responsible for preparing schedules as defined herein and as required in their contracts and agreements.

There are five (5) basic elements to schedule submittals. (See Sample C.1). The first four items below should eventually appear on one schedule, updated monthly:

1. **Pre-Construction Baseline.** Initial schedule submitted before work begins that will serve as the baseline for measuring progress and departures from the schedule. This information is shown in the schedule as Baseline: Start/Finish.
2. **Pre-Construction Progress.** Monthly submittal of a progress schedule documenting progress on the project and any changes anticipated. This information is shown in the Schedule as Actual: Start/Finish columns.
3. **Construction Baseline.**
4. **Construction Progress.**
5. **Schedule Narrative.** Concise narrative that highlights changes in the schedule, expected delays, key schedule issues, etc., along with a cash flow graph or summary table. Also, schedule impacts should be documented using the "Notes" attribute in P6.

The **Schedule Narrative**, in MS Word format, is submitted to the RJSCB on a monthly basis at minimum, or as necessitated by the Progress Schedule course of events. The Schedules required herein will be prepared by the CM using the following software in order to be compatible with the Phase 2 reporting/monitoring needs (unless prior permission to use another software is requested and granted by the RJSCB): **Primavera P6** (now owned by Oracle) version 16.1, or the latest edition at the start of the Construction Phase.

3. Baseline Schedule

3.1 General

The file naming convention is demonstrated in the examples below.

Baseline Example:

SCHOOL NAME – 2X – CM_Schedule_Baseline_08162017.xer

Monthly Update Example:

SCHOOL NAME – 2X – CM_Schedule_Update_08162017.xer

Monthly Schedule Narrative:

SCHOOL NAME – 2X – CM_Schedule_Narrative_08162017.docx

Please note: The X next to the 2s above represents the subphase of Phase 2 the firm is working on, i.e. a, b, c, d.

The approved Construction Baseline-Build Schedule is part of the Agreement by reference. The CM has the sole responsibility to correct any latent defects in its Baseline Schedule and perform to the subsequently revised Construction Schedule.

The CM will use the Construction Schedule to coordinate and manage the Work (including the activities of the A/E Team, Prime Contractors, long lead items, pro-active notifications, recovery measures, etc.).

The CM must, at all times, maintain a copy of the approved Baseline Schedule, as well as each update to the approved Construction Baseline-Build Schedule for review at any time by the PM.

3.2 Schedule Work Breakdown Structure and Activities

3.2.1 Work Breakdown Schedule (WBS)

The RSMP Work Breakdown Structure (WBS) is designed to meet the basic reporting needs for the RSMP financial and tracking systems. The CM's and/or Prime Contractors' Project-specific WBS should work within this basic framework and provide additional detail to efficiently deliver and track the Work.

WBS elements that are clearly not a part of the Scope of Services need not be included in the Schedule. Note that as many subtasks and activities as desired may be included underneath the tiered WBS elements.

Refer to Example C.2 for use in developing a WBS numbering scheme that matches the Master Program Schedule that is maintained by the Program Manager.

3.2.2 Activities

Activities are the discrete elements of Work that make up the Schedule. They should be organized underneath the umbrella of the WBS as described in Exhibit C.1. The following information will be provided for each activity:

3.2.2.1 Activity ID Number

- Use a four-digit number left justified in the activity I.D. field.

3.2.2.2 Activity Description

- Activity descriptions should adequately describe the activity and in some cases the extent of the activity. Examples of acceptable descriptions might include "install gas pipe between column A and column B."

3.2.2.3 Activity Durations

- Applies to A/E Team, CM and Prime Contractors, as well as the time allowances for necessary reviews and approvals.
- The activity duration will be based upon the physical amount of work that is to be performed for the stated activity and is limited to 20 working days (approximately a calendar month). If work is to exceed a calendar month, then break the Work down into additional activities with a duration not to exceed 20 work days.

3.2.2.4 Activity Start and Finish Dates

- Activity Start and Finish Dates will only be accepted if calculated by the software.
- Actual Activity Start and Finish Dates should not be assigned as a baseline. However they must accurately be assigned in the Progress Schedule updates (see following Section 4 – Progress Schedules).

3.2.2.5 Activity Dependencies

All activities will be logically tied with a predecessor and a successor. The only exception to this rule will be for the Start and Finish Milestones.

3.2.3 Milestone Activities

The following Milestone Activities (i.e., important events on a Project that mark critical points in time) are of particular interest to the Program Manager and should be reflected in the Pre-Construction Baseline and Progress Schedules for all Phases of Work, or as the CM determines to be applicable.

3.2.3.1 Pre-Construction Schedule (Engineering Design Example)

- Notice to Proceed
- Schematic Design & Cost Estimate
- RJSCB Approval
- Design Development
- Construction Documents & Cost Estimate
- SED Approval & Document Checking (QA/QC)
- RJSCB Approval
- Advertising & Bidding
- Bidder Qualifications & Award

3.2.3.2 CM Schedule

- Construction Notice-to-Proceed
- Draft Construction Baseline and Progress Schedule Submittal
- Preparation and submission of shop drawings, submittals, and any required resubmittals (as applicable)
- Prime Contractor Mobilization
- Fabrication and Delivery (materials and equipment as applicable)
- High level rolled-up activities with durations
- Punch List
- Substantial Completion & Occupancy
- Construction Complete
- Project Close-Out
- Project Warranty and Inspection Sign-Offs

3.3 Baseline Schedule Development

The CM will designate an authorized representative responsible for developing and updating the Schedule, and preparing requested and monthly reports. It is required that this designated qualified expert develop the Baseline Schedule.

The CM's initial Schedule Submittal will contain NO progress and represent the planned Work for the duration of the Project. Once approved by the PM, this Schedule will become the Baseline against which all future variance analysis will be performed.

The use of activity external constraint dates and lags on relationships is discouraged unless specified or approved by the PM. An example of an external constraint date is "concrete placement will begin no later than January 1." The reason for this requirement is that it creates an artificial (rather than calculated) critical path.

The Baseline Schedule must anticipate submittal processes, approvals, fabrications, and delivery lead times, construction and access constraints, as well as the coordination of Construction with RCSD operations.

3.3.1 Safety Requirements

Schedule performance can never take precedence over safety. All Project Master Schedules must allow Work to be performed in a safe manner. It will not be acceptable for any Contractor(s) to reduce safety, or worker protection, in order to shorten the Schedule, recover lost time or accelerate the Work.

3.3.2 Inclement Weather

Refer to climatology data for anticipating Work that can be affected by inclement weather. Historical rain days can be reviewed from the following web site: www.intellicast.com/local/history.aspx?location=USNY1232.

3.4 Changes to Approved Baseline Schedules (Pre-Construction and Construction)

The approved Baseline Schedule is the basis for measuring progress on the Project (see Section 4 – Progress Schedules). The procurement process to select the A/E Team and the CM was predicated on the same RFP Project Schedule Milestones. As such, the Pre-Construction Baseline Schedule will entail collaboration toward mutually acceptable Milestones without extending the Final Bid Date. The CM will have the primary responsibility to establish and drive the Baseline Schedule to be incorporated in the Bid Documents for the Construction Phase, and reconciled with the respective Prime Contractors Awarded the Work, again, without extending the approved Milestone for Occupancy of the School Project. In conclusion, the CM must effectively develop, monitor, and manage each Baseline Schedule considering the realistic delivery of the Work Tasks and likely constraints.

Changes to the approved Baseline Schedule may only be considered under limited circumstances. If warranted, any changes will require PRIOR approval by the PM. Project circumstances that could be considered by the PM as potentially warranting such re-base-lining include the following:

- Significant modifications to the CM Agreement, and/or Trade Contracts affecting the Scope of Work to be performed and the associated Schedule.
- RJSCB directs significant changes in Schedule or Scope to meet RSCD needs.
- Significant delays by acts of God.

4. Progress Schedules (Pre-Construction and Construction)

As described in Section 3, the Baseline Schedule, the document is used to coordinate and monitor the Work. The CM must at all times maintain a copy of the approved Baseline Schedule, as well as each revision to the approved Pre-Construction and Construction Schedules for review at any time by the PM.

The Progress Schedule is a working copy of the approved Baseline Schedule. The Baseline Schedule will be updated at least monthly. If progress lags, the Progress Schedule will be re-stated as often as the CM deems necessary between the regular monthly updates. Monthly schedule updates and narratives are a CM deliverable requisite for approval and processing of CM's own monthly progress pay requisition on the Project.

Note, at minimum, the Progress Schedule will be updated (data date) on the same day of each month as agreed with the PM. Note: All "Float Time" is for the exclusive use of the RJSCB.

4.1. Progress Updates

The CM should show on the Progress Schedule at minimum the following updates:

- The actual dates that activities start
- The actual dates that activities finish
- The remaining duration of activities in progress
- The percent complete of all activities on the schedule (0 percent to 100 percent complete).

4.2 Schedule Narratives

The Progress Schedule will be accompanied monthly by a concise Schedule Narrative that explains the submitted schedule. The purpose of the schedule narrative is to:

- Speed review time
- Explain variances from baseline on critical path activities
- Explain to the PM logic changes and potential Schedule conflicts related to dependencies
- Provide a concise summary of the projected cash flow for the Project based on the stated Progress Schedule
- Document interventions to recover time or delays, as well as recommendation on 'action' needed

If the Project is falling behind, and/or there are significant conflicts and obstacles to meeting the approved Master Schedule, then the Schedule Narrative should describe in detail these issues and what steps will be necessary for the Project to recover. Sharing this information ensures that the entire Project Team will be aware of the issues and have ample opportunity to assist where applicable. The cash flow graphs/tables (both planned and actual) summarize the past and future projected cost, by month, of delivering the work.

5. Submittal of Schedules

5.1 Submittal File Formats

Every time that a Schedule or Report is submitted (baseline and monthly progress) the following file formats are required.

5.1.1 Baseline Schedule

Submit the Tasks/Gantt Chart Schedule in native.xer file format, and also submit a PDF consisting of the following columns:

- Activity ID
- Activity Name
- Original Duration
- Start Date
- Finish Date
- Float
- Cost
- Show all relationships
- Manpower

5.1.2 Progress Schedule

Submit the Tasks/Gantt Chart Schedule in native.xer file format, and also submit a PDF consisting of the following columns:

- Activity ID
- Activity Name
- Physical Percent Complete
- Original Duration & Remaining duration
- Start Date
- Finish Date
- Total Float
- Remaining Total Cost

5.1.3 Schedule Narrative

Submit the Schedule Narrative in .doc format with each Progress Schedule update.

5.1.4 Native Schedule File Formats

- Submit the Schedule in In Primavera 6, version 16.1 or its current software version at the start of the Pre-Construction Phase as an .xer file.

5.2 Monthly Progress Schedule Submittal Requirements

5.2.1 General Submittal Requirements

All Schedules are to be submitted in their native format (.xer) as well as in a PDF format. The Savin Team, as the Program Manager, must be allowed three (3) work days to review the Draft Progress Schedule for general accuracy before submission to the RJSCB.

5.2.2 Baseline Schedules for Professional Service Contracts – not required (optional)

5.2.3 Monthly Progress Updates for Professional Service Contracts – not required (optional)

5.2.4 Baseline Schedules for Construction Trade Contracts

For each Phase 2 School Project, the integrated Draft Baseline Schedule for Construction Trade Contracts shall be submitted to the PM. Draft Project Baseline Schedules must be submitted within twenty (20) calendar days (approximately one (1) month, or as specified in the Contract Documents) after the formal Notice to Proceed from the RJSCB. The final, approved Construction Baseline Build Schedule shall be completed within thirty-five (35) days of the Notice to Proceed (or as agreed in the Bid Award).

5.2.5 Monthly Progress Updates for Construction Trade Contracts

Each Construction Trade Contractor will be required to submit its 'raw scheduling data' in a form agreed to by the PM and CM, for Draft Progress Schedule updates no later than the 20th day of each month. The CM will produce a unified, reconciled and integrated Draft Progress Schedule incorporating each Trade Contractor's 'raw scheduling data' no later than the 23rd of each month to allow reasonable review and comment by the PM regarding the CM's Draft update.

For general reference, the following sample documents are provided to further clarify the scheduling aspects of required as part of the CM's Basic Services:

Sample C.1 – Basic Schedule Elements

Sample C.2 – Typical Work Breakdown Structure

Sample C.3 – Typical Consultant Schedule Sample

*Note: The application to construction Trade Contractors would be similar.

SAMPLE C1: BASIC SCHEDULE ELEMENTS

RSMP Phase 2 Scheduling General Framework Requirements					
Schedule Element	Produced by:	Update Frequency	Primary Updater	Update Info from:	Key Elements
Pre-Construction Baseline	CM	Only at major scope-schedule changes	N/A	RJSCB	Pre-Construction Sub-Phases, All Approval dates from AHJs, Town Hall Meetings, BACs, Key bid-award dates, Key Decision Dates.
Pre-Construction Progress	CM	Monthly	PM then CM	RJSCB, A/E, PM	Record Progress against Plan, Recovery plans if necessary. Identify impact from Scope, Schedule changes or missed decisions.
Construction Baseline - Bidding	CM	N/A	N/A	PM, A/E, RJSCB	In sufficient detail to show plan for how project can be built within the proscribed start and finish dates. Show Phased construction if required. Show work required beyond standard single shift per work day. Show durations for rolled up activities. Show anticipated Submittal processing and procurement information.
Construction Baseline - Build	CM	Once	N/A	Primes, PM, CM	Revise logic of Construction Baseline-Bidding schedule with sole goal to improve outcome for all parties. Add additional levels to the WBS to show in great detail how project is to be built. Fully integrate prioritized submittal process, approvals, <u>procurement</u> activities to support the critical path.
Construction Progress	CM	Monthly	CM	Primes, PM, CM	Record actual progress against the Baseline-Build schedule. Identify need for, and produce, recovery schedules as needed to assure key dates are met.

SAMPLE C2: PHASE 2C PRELIMINARY SCHEDULE

WBS Code	WBS Name	Start	Finish
Master-4	Phase 2C Schools	17-Jan-17 A	12-Aug-20
Master-4.0070	Preliminary Schedule	17-Jan-17 A	12-Aug-20
Master-4.0070.2	Dag Hammarskjold - School 6 / School 22 Relocation	17-Jan-17 A	12-Aug-20
Master-4.0070.2.1	Pre-Construction Phase	17-Jan-17 A	19-Apr-18
Master-4.0070.2.1.1	Predesign	17-Jan-17 A	07-Jun-17
Master-4.0070.2.1.2	Design	30-Mar-17 A	02-Jan-18
Master-4.0070.2.1.3	Interdisciplinary Document Coordination (IDC)	29-Nov-17	28-Dec-17
Master-4.0070.2.1.4	SED Approval Process	29-Nov-17	05-Jan-18
Master-4.0070.2.1.5	Prime Contract Bid & Award	25-Jan-18	19-Apr-18
Master-4.0070.2.2	Construction	09-Apr-18	03-Sep-19
Master-4.0070.2.3	Closeout	12-Aug-19	07-Oct-19
Master-4.0070.2.4	Warranty Period	13-Aug-19	12-Aug-20
Master-4.0070.3	Walter Cooper - School 10	17-Jan-17 A	11-Aug-20
Master-4.0070.3.1	Pre-Construction Phase	17-Jan-17 A	22-Mar-18
Master-4.0070.3.1.1	Predesign	17-Jan-17 A	07-Jun-17
Master-4.0070.3.1.2	Design	30-Mar-17 A	13-Dec-17
Master-4.0070.3.1.3	Interdisciplinary Document Coordination (IDC)	14-Nov-17	12-Dec-17
Master-4.0070.3.1.4	SED Approval Process	15-Nov-17	21-Dec-17
Master-4.0070.3.1.5	Prime Contract Bid & Award	25-Dec-17	22-Mar-18
Master-4.0070.3.2	Construction	07-Mar-18	03-Sep-19
Master-4.0070.3.3	Closeout	12-Aug-19	04-Oct-19
Master-4.0070.3.4	Warranty Period	12-Aug-19	11-Aug-20
Master-4.0070.4	George Forbes - School 4	17-Jan-17 A	10-Aug-20
Master-4.0070.4.1	Pre-Construction Phase	17-Jan-17 A	23-May-18
Master-4.0070.4.1.1	Predesign	17-Jan-17 A	06-Jun-17
Master-4.0070.4.1.2	Design	22-Mar-17 A	09-Feb-18
Master-4.0070.4.1.3	Interdisciplinary Document Coordination (IDC)	11-Jan-18	07-Feb-18
Master-4.0070.4.1.4	SED Approval Process	11-Jan-18	31-Jan-18
Master-4.0070.4.1.5	Prime Contract Bid & Award	06-Mar-18	23-May-18
Master-4.0070.4.2	Construction	09-May-18	03-Sep-19
Master-4.0070.4.3	Closeout	12-Aug-19	04-Oct-19
Master-4.0070.4.4	Warranty Period	09-Aug-19	10-Aug-20
Master-4.0070.5	Clara Barton - School 2	17-Jan-17 A	05-Aug-20
Master-4.0070.5.1	Pre-Construction Phase	17-Jan-17 A	20-Jun-18
Master-4.0070.5.1.1	Predesign	17-Jan-17 A	06-Jun-17
Master-4.0070.5.1.2	Design	22-Mar-17 A	30-Jan-18
Master-4.0070.5.1.3	Interdisciplinary Document Coordination (IDC)	01-Jan-18	26-Jan-18
Master-4.0070.5.1.4	SED Approval Process	01-Jan-18	23-Jan-18
Master-4.0070.5.1.5	Prime Contract Bid & Award	03-Apr-18	20-Jun-18
Master-4.0070.5.2	Construction	06-Jun-18	03-Sep-19
Master-4.0070.5.3	Closeout	06-Aug-19	30-Sep-19
Master-4.0070.5.4	Warranty Period	06-Aug-19	05-Aug-20

SAMPLE C3: PHASE 2C SCHOOLS PRELIMINARY SCHEDULE

Sample C3 - PHASE 2C SCHOOLS PRELIMINARY SCHEDULE				Date	Revision	Checked	Approved					
				11-Apr...	Phase 2C - Preliminary Schedule	MAA						
Act ID	Activity Name	Start	Finish	2017	2018	2019	2020	2021	2022	2023	2024	2025
Phase 2C Schools				12-Aug-20, Phase 2C Schools								
Preliminary Schedule				12-Aug-20, Preliminary Schedule								
Dag Hammerskjold - School 6 / School 22 Relocation				12-Aug-20, Dag Hammerskjold - School 6 / School 22 Relocation								
Pre-Construction Phase				18-Apr-18, Pre-Construction Phase								
Pre-design				11-May-17, Pre-design								
A6000	Develop & Issue A/E RFP	17-Jan-17 A	07-Feb-17 A	17-Jan-17 A, 07-Feb-17 A								
A6005	A/E RFP Process	07-Feb-17 A	20-Feb-17 A	07-Feb-17 A, 20-Feb-17 A								
A6007	A/E/ RFP Submission	21-Feb-17 A	21-Feb-17 A	21-Feb-17 A, 21-Feb-17 A								
A6010	Evaluate/Decide/Recommend A/E Proposals	21-Feb-17 A	03-Mar-17 A	21-Feb-17 A, 03-Mar-17 A								
A6020	RJSCB Approves A/E		06-Mar-17 A	06-Mar-17 A, 06-Mar-17 A								
A6022	A/E Notice To Proceed	07-Mar-17 A		07-Mar-17 A, 07-Mar-17 A								
A6030	CM RFP Issued and Bidding	11-Apr-17*	25-Apr-17	11-Apr-17*, 25-Apr-17								
A6040	Evaluate/Decide/Recommend CM Proposals	28-Apr-17	08-May-17	28-Apr-17, 08-May-17								
A6060	RJSCB Approves CM		08-May-17	08-May-17, 08-May-17								
A6063	CM Notice To Proceed	11-May-17		11-May-17, 11-May-17								
Design				02-Jan-18, Design								
A6130	Program Verification Development	30-Mar-17 A	31-May-17	30-Mar-17 A, 31-May-17								
A6140	Schematic Design (SD)	08-Jun-17	24-Jul-17	08-Jun-17, 24-Jul-17								
A6160	A/E 3D Estimate Submission and Reconciliation w/CM	25-Jul-17	07-Aug-17	25-Jul-17, 07-Aug-17								
A6180	A/E Produce Design Development (DD) Drawings 80%	08-Aug-17	25-Sep-17	08-Aug-17, 25-Sep-17								
A6170	CM DD Estimate Submission and Reconciliation	28-Sep-17	10-Oct-17	28-Sep-17, 10-Oct-17								
A6180	Development of Construction Documents (80%)	11-Oct-17	28-Nov-17	11-Oct-17, 28-Nov-17								
A6200	90% CDs To CM / Final Estimate / Reconciliation (1wk)	28-Nov-17	02-Jan-18	28-Nov-17, 02-Jan-18								
Interdisciplinary Document Coordination (IDC)				28-Dec-17, Interdisciplinary Document Coordination (IDC)								
A8100	Construction Document Submission for IDC Review	28-Nov-17		28-Nov-17, 07-Dec-17								
A8110	IDC Interim Review of Construction Documents	28-Nov-17	07-Dec-17	28-Nov-17, 07-Dec-17								
A8120	Issuance of IDC Interim Review Report		07-Dec-17	07-Dec-17, 07-Dec-17								
A8130	IDC Final Review of Construction Documents	08-Dec-17	18-Dec-17	08-Dec-17, 18-Dec-17								
A8140	Issuance of IDC Final Review Report		18-Dec-17	18-Dec-17, 18-Dec-17								
A8160	Incorporate IDC Comments into Construction Documents	20-Dec-17	28-Dec-17	20-Dec-17, 28-Dec-17								
A8180	Interdisciplinary Document Coordination Complete		28-Dec-17	28-Dec-17, 28-Dec-17								
SED Approval Process				06-Jan-18, SED Approval Process								
A6190	A/E 90% CD Submission To SED / Face To Face Mtg.		28-Nov-17	28-Nov-17, 28-Nov-17								
A6210	SED's Final Comments / Addendum (1wk)	30-Nov-17	04-Jan-18	30-Nov-17, 04-Jan-18								
A6220	SED's Final Approval to Authorize Award of Contract		06-Jan-18	06-Jan-18, 06-Jan-18								
Prime Contract Bid & Award				18-Apr-18, Prime Contract Bid & Award								
A6230	Advertise / Issue Final Bid Documents	25-Jan-18	12-Mar-18	25-Jan-18, 12-Mar-18								
A6232	Initial Bid Addendum	01-Feb-18	07-Feb-18	01-Feb-18, 07-Feb-18								
A6234	Final bid Addendum	01-Mar-18	07-Mar-18	01-Mar-18, 07-Mar-18								
A6240	Receiving & Opening Bids		13-Mar-18	13-Mar-18, 13-Mar-18								
A6260	Bidder Qualifications & Award Recommendations	14-Mar-18	03-Apr-18	14-Mar-18, 03-Apr-18								
A6280	Trade Contracts Approved at RJSCB Board Meeting		04-Apr-18	04-Apr-18, 04-Apr-18								
A6270	Trade Contracts - Notice to Proceed	06-Apr-18		06-Apr-18, 06-Apr-18								
A8140	Trade Contract Review & Execution	06-Apr-18	18-Apr-18	06-Apr-18, 18-Apr-18								
A8160	Trade Contracts Approved		18-Apr-18	18-Apr-18, 18-Apr-18								

Primary Baseline Milestone S...

SAMPLE C3: PHASE 2C SCHOOLS PRELIMINARY SCHEDULE

Sample C3 - PHASE 2C SCHOOLS PRELIMINARY SCHEDULE				Date	Revision	Checked	Approved					
				11-Apr-...	Phase 2C - Preliminary Schedule	MAA						
Act ID	Activity Name	Start	Finish	2017	2018	2019	2020	2021	2022	2023	2024	2025
Construction				03-Sep-19, Construction								
A5272	Review Submittal / Master Construction Schedule	09-Apr-18	18-May-18	09-Apr-18, 18-May-18								
A5273	School Moves Out	25-Jun-18*	06-Jul-18	25-Jun-18*, 06-Jul-18								
A5274	Construction Mobilization	09-Jul-18		Construction Mobilization								
A5275	Submittal / Master Const. Schedule Approved By RJSCB	21-May-18	29-Jun-18	21-May-18, 29-Jun-18								
A5290	Construction	10-Jul-18	29-Jul-19	10-Jul-18, 29-Jul-19								
A5300	Review Initial Punch List		29-Jul-19	Review Initial Punch List								
A5310	Punch List Completion	30-Jul-19	12-Aug-19	30-Jul-19, 12-Aug-19								
A5320	Substantial Completion / Certificate of Occupancy		12-Aug-19	Substantial Completion / Certificate of Occupancy								
A5330	School Move-In	06-Aug-19	02-Sep-19	06-Aug-19, 02-Sep-19								
A5340	School Opens		03-Sep-19	School Opens								
Closeout				07-Oct-19, Closeout								
A5350	Review and Complete Final Punch List	12-Aug-19	06-Sep-19	12-Aug-19, 06-Sep-19								
A5360	Submittal of Close Out Documents	13-Aug-19	07-Oct-19	13-Aug-19, 07-Oct-19								
A5370	Processing of Final Payment Application	13-Aug-19	07-Oct-19	13-Aug-19, 07-Oct-19								
A5380	Project Completion		07-Oct-19	Project Completion								
Warranty Period				12-Aug-20, Warranty Period								
A5390	Warranty Period (Maintain Insurance)	13-Aug-19	12-Aug-20	13-Aug-19, 12-Aug-20								
A5400	Review/Complete Project Warranty Inspections	22-Jun-20	03-Jul-20	22-Jun-20, 03-Jul-20								
Walker Cooper - School 10				11-Aug-20, Walker Cooper - School 10								
Pre-Construction Phase				22-Mar-18, Pre-Construction Phase								
Pre-design				10-May-17, Pre-design								
A5060	Develop & Issue A/E RFP	17-Jan-17 A	06-Feb-17 A	17-Jan-17 A, 06-Feb-17 A								
A5062	A/E RFP Process	07-Feb-17 A	20-Feb-17 A	07-Feb-17 A, 20-Feb-17 A								
A5065	A/E RFP Submission		21-Feb-17 A	A/E RFP Submission								
A5070	Evaluate/Decide/Recommend A/E Proposals	21-Feb-17 A	03-Mar-17 A	21-Feb-17 A, 03-Mar-17 A								
A5080	RJSCB Approves A/E		06-Mar-17 A	RJSCB Approves A/E								
A5082	A/E Notice To Proceed	07-Mar-17 A		A/E Notice To Proceed								
A5090	CM RFP Issued and Bidding	11-Apr-17*	25-Apr-17	11-Apr-17*, 25-Apr-17								
A5100	Evaluate/Decide/Recommend CM Proposals	26-Apr-17	08-May-17	26-Apr-17, 08-May-17								
A5110	RJSCB Approves CM		09-May-17	RJSCB Approves CM								
A5112	CM Notice To Proceed	10-May-17		CM Notice To Proceed								
Design				13-Dec-17, Design								
A5420	Program Verification Development	30-Mar-17 A	16-May-17	30-Mar-17 A, 16-May-17								
A5430	Schematic Design (SD)	16-May-17	11-Jul-17	16-May-17, 11-Jul-17								
A5440	SD Estimate Submission and Reconciliation w/CM	11-Jul-17	25-Jul-17	11-Jul-17, 25-Jul-17								
A5450	A/E Produce Design Development (DD) Drawings 60%	25-Jul-17	12-Sep-17	25-Jul-17, 12-Sep-17								
A5460	CM's DD Estimate Submission and Reconciliation	12-Sep-17	27-Sep-17	12-Sep-17, 27-Sep-17								
A5470	Development of Construction Documents (90%)	27-Sep-17	15-Nov-17	27-Sep-17, 15-Nov-17								
A5490	90% CDs to CM Final Estimate / Reconciliation (1wk)	15-Nov-17	13-Dec-17	15-Nov-17, 13-Dec-17								
Interdisciplinary Document Coordination (IDC)				12-Dec-17, Interdisciplinary Document Coordination (IDC)								
A8170	Construction Document Submission for IDC Review	14-Nov-17	14-Nov-17	Construction Document Submission for IDC Review								
A8180	IDC Interim Review of Construction Documents	14-Nov-17	23-Nov-17	14-Nov-17, 23-Nov-17								
A8190	Issuance of IDC Interim Review Report		23-Nov-17	Issuance of IDC Interim Review Report								
A8200	IDC Final Review of Construction Documents	23-Nov-17	05-Dec-17	23-Nov-17, 05-Dec-17								

Primary Baseline Milestone S...

SAMPLE C3 – PHASE 2C SCHOOLS PRELIMINARY SCHEDULE

Sample C3 - PHASE 2C SCHOOLS PRELIMINARY SCHEDULE				Date	Revision	Checked	Approved					
				11-Apr-...	Phase 2C - Preliminary Schedule	MAA						
Act ID	Activity Name	Start	Finish	2017	2018	2019	2020	2021	2022	2023	2024	2025
A8210	Issuance of IDC Final Review Report		05-Dec-17									
A8220	Incorporate IDC Comments into Construction Documents	05-Dec-17	12-Dec-17									
A8230	Interdisciplinary Document Coordination Complete		12-Dec-17									
SED Approval Process												
A5480	A/E 90% CD Submission to SED / Face To Face Mtg.		16-Nov-17									
A5500	SED's Final Comments / Addendum (1wk)	15-Nov-17	20-Dec-17									
A5510	SED's Final Approval To Authorize Award of Contracts		21-Dec-17									
Prime Contract Bid & Award												
A5520	Advertise / Issue Final Bid Documents	25-Dec-17	05-Feb-18									
A5522	Initial Bid Addendum	01-Jan-18	08-Jan-18									
A5524	Final Bid Addendum	29-Jan-18	05-Feb-18									
A5530	Receive & Open Bids		06-Feb-18									
A5540	Bidder Qualifications & Award Recommendations	06-Feb-18	27-Feb-18									
A5550	Trade Contracts Approved at RJSCB Board Meeting		05-Mar-18									
A5560	Trade Contracts Notice to Proceed	06-Mar-18										
A6120	Trade Contracts Review & Execution	07-Mar-18	21-Mar-18									
A6130	Trade Contracts Approved		22-Mar-18									
Construction												
A5565	Relocation of School to School 44 (Swing Space)	25-Jun-18*	06-Jul-18									
A5566	Review Submittal / Master Construction Schedule	07-Mar-18	18-Apr-18									
A5567	Submittal / Master Const. Schedule Approved by RJSCB	19-Apr-18	31-May-18									
A5568	Construction Mobilization	09-Jul-18										
A5580	Construction	10-Jul-18	22-Jul-19									
A5590	Review Initial Punch List		22-Jul-19									
A5600	Punch List Completion	23-Jul-19	12-Aug-19									
A5610	Substantial Completion / Certificate of Occupancy		12-Aug-19									
A5620	School Move-In	06-Aug-19	02-Sep-19									
A5630	School Opens		03-Sep-19									
Closeout												
A5640	Review and Complete Final Punch List	12-Aug-19	06-Sep-19									
A5650	Submittal of Close Out Documents	12-Aug-19	04-Oct-19									
A5660	Processing of Final Payment Application	12-Aug-19	04-Oct-19									
A5670	Project Completion		04-Oct-19									
Warranty Period												
A5680	Warranty Period (Maintain Insurance)	12-Aug-19	11-Aug-20									
A5690	Review/Complete Project Warranty Inspections	20-Jul-20	31-Jul-20									
George Forbes - School 4												
Pre-Construction Phase												
Pre-design												
A4660	Develop & Issue A/E RFP	17-Jan-17 A	20-Feb-17 A									
A4670	Evaluate/Decide/Recommend A/E Proposals	21-Feb-17 A	03-Mar-17 A									
A4680	RJSCB Approves A/E		06-Mar-17 A									
A4682	A/E Notice To Proceed	07-Mar-17 A										
A4690	CM RFP Issued and Bidding	11-Apr-17*	25-Apr-17									
A4700	Evaluate/Decide/Recommend CM Proposals	26-Apr-17	08-May-17									

Primary Baseline Milestone S...

SAMPLE C3 – PHASE 2C SCHOOLS PRELIMINARY SCHEDULE

Sample C3 - PHASE 2C SCHOOLS PRELIMINARY SCHEDULE				Date	Revision	Checked	Approved					
				11-Apr-...	Phase 2C - Preliminary Schedule	MAA						
Act ID	Activity Name	Start	Finish	2017	2018	2019	2020	2021	2022	2023	2024	2025
A4710	RJSCB Approves CM		09-May-17									
A4712	CM Notice To Proceed	10-May-17										
	Design	22-Mar-17 A	09-Feb-18									
A4730	Program Verification Development	22-Mar-17 A	21-Jun-17									
A4740	Schematic Design (SD)	28-Jun-17	24-Jul-17									
A4750	A/E SD Estimate Submission and Reconciliation w/CM	24-Jul-17	29-Aug-17									
A4760	A/E Produce Design Development (DD) Drawings 60%	29-Aug-17	30-Oct-17									
A4770	CM's DD Estimate Submission and Reconciliation	31-Oct-17	14-Nov-17									
A4780	Development of Construction Documents (90%)	15-Nov-17	10-Jan-18									
A4795	90% CDs to CM / Final Estimate / Reconciliation (1wk)	11-Jan-18	09-Feb-18									
	Interdisciplinary Document Coordination (IDC)	11-Jan-18	07-Feb-18									
A8240	Construction Document Submission for IDC Review	11-Jan-18										
A8250	IDC Interim Review of Construction Documents	11-Jan-18	19-Jan-18									
A8260	Issuance of IDC Interim Review Report		19-Jan-18									
A8270	IDC Final Review of Construction Documents	22-Jan-18	31-Jan-18									
A8280	Issuance of IDC Final Review Report		31-Jan-18									
A8290	Incorporates IDC Comments into Construction Documents	01-Feb-18	07-Feb-18									
A8300	Interdisciplinary Document Coordination Complete		07-Feb-18									
	SED Approval Process	11-Jan-18	31-Jan-18									
A4790	A/E 90% CD Submission To SED / Face To Face Mtg.		11-Jan-18									
A4800	SED's Final Comments / Addendum (1wk)	12-Jan-18	30-Jan-18									
A4810	SED's Final Approval to Authorize Award of Contracts		31-Jan-18									
	Prime Contract Bid & Award	06-Mar-18	23-May-18									
A4830	Advertise / Issue Final Bid Documents	06-Mar-18*	23-Apr-18									
A4832	Initial Bid Addendum	13-Mar-18	19-Mar-18									
A4834	Final Bid Addendum	03-Apr-18	09-Apr-18									
A4840	Receive & Open Bids		24-Apr-18									
A4850	Bidder Qualifications & Award Recommendations	25-Apr-18	04-May-18									
A4855	Trade Contracts Approved at RJSCB Board Meeting		07-May-18									
A4860	Trade Contracts Notice to Proceed	08-May-18										
A5410	Trade Contracts Review & Execution	09-May-18	22-May-18									
A6060	Trade Contracts Approved		23-May-18									
	Construction	09-May-18	03-Sep-19									
A4865	Relocation of School to Jefferson HS (Swing Space)	25-Jun-18*	06-Jul-18									
A4867	Review Submittal / Master Construction Schedule	09-May-18	22-May-18									
A4869	Submittal / Master Const. Schedule Approved by RJSCB	23-May-18	03-Jul-18									
A4870	Construction Mobilization	02-Jul-18										
A4880	Construction	03-Jul-18	19-Jul-19									
A4890	Review Initial Punch List		19-Jul-19									
A4900	Punch List Completion	22-Jul-19	09-Aug-19									
A4910	Substantial Completion / Certificate of Occupancy		09-Aug-19									
A4920	School Move-In	06-Aug-19	02-Sep-19									
A4930	School 4 Opens		03-Sep-19									
	Closeout	12-Aug-19	04-Oct-19									
A4940	Review and Complete Final Punch List	12-Aug-19	06-Sep-19									

Primary Baseline Milestone S...

SAMPLE C3 – PHASE 2C SCHOOLS PRELIMINARY SCHEDULE

Sample C3 - PHASE 2C SCHOOLS PRELIMINARY SCHEDULE				Date	Revision	Checked	Approved					
				11-Apr-...	Phase 2C - Preliminary Schedule	MAA						
Act ID	Activity Name	Start	Finish	2017	2018	2019	2020	2021	2022	2023	2024	2025
A4550	Submittal of Close Out Documents	12-Aug-19	04-Oct-19				12-Aug-19, 04-Oct-19					
A4560	Processing of Final Payment Application	12-Aug-19	04-Oct-19				12-Aug-19, 04-Oct-19					
A4570	Project Completion		04-Oct-19				Project Completion					
Warranty Period		09-Aug-19	10-Aug-20				10-Aug-20, Warranty Period					
A4580	Warranty Period (Maintain Insurance)	09-Aug-19	10-Aug-20				09-Aug-19, 10-Aug-20					
A4590	Review/Complete Project Warranty Inspections	03-Jul-20	16-Jul-20				03-Jul-20, 16-Jul-20					
Clara Barton - School 2		17-Jan-17 A	05-Aug-20				05-Aug-20, Clara Barton - School 2					
Pre-Construction Phase		17-Jan-17 A	20-Jun-18				20-Jun-18, Pre-Construction Phase					
Predesign		17-Jan-17 A	10-May-17				10-May-17, Predesign					
A4190	A/E RFP Issued and Bidding	17-Jan-17 A	21-Feb-17 A				17-Jan-17 A, 21-Feb-17 A					
A4200	Evaluate/Decide/Recommend A/E Proposals	22-Feb-17 A	06-Mar-17 A				22-Feb-17 A, 06-Mar-17 A					
A4210	RJSCB Approves A/E		06-Mar-17 A				RJSCB Approves A/E					
A4212	A&E Notice To Proceed	07-Mar-17 A					A&E Notice To Proceed					
A4220	CM RFP Issued and Bidding	11-Apr-17*	25-Apr-17				11-Apr-17*, 25-Apr-17					
A4230	Evaluate/Decide/Recommend CM Proposals	26-Apr-17	08-May-17				26-Apr-17, 08-May-17					
A4240	RJSCB Approves CM		09-May-17				RJSCB Approves CM					
A4242	CM Notice To Proceed	10-May-17					CM Notice To Proceed					
Design		22-Mar-17 A	30-Jan-18				30-Jan-18, Design					
A4260	Program Verification Development	22-Mar-17 A	25-May-17				22-Mar-17 A, 25-May-17					
A4270	Schematic Design (SD)	02-Jun-17	27-Jul-17				02-Jun-17, 27-Jul-17					
A4280	A/E's SD Estimate Submission and Reconciliation w/CM	28-Jul-17	25-Aug-17				28-Jul-17, 25-Aug-17					
A4290	A/E Produce Design Development (DD) Drawings 60%	28-Aug-17	20-Oct-17				28-Aug-17, 20-Oct-17					
A4300	CM's DD Estimate Submission and Reconciliation	23-Oct-17	03-Nov-17				23-Oct-17, 03-Nov-17					
A4310	Development of Construction Documents (90%)	06-Nov-17	29-Dec-17				06-Nov-17, 29-Dec-17					
A4330	90% CDs to CM / Final Estimate / Reconciliation (1wk)	01-Jan-18	30-Jan-18				01-Jan-18, 30-Jan-18					
Interdisciplinary Document Coordination (IDC)		01-Jan-18	26-Jan-18				26-Jan-18, Interdisciplinary Document Coordination (IDC)					
A8310	Construction Document Submission for IDC Review	01-Jan-18					Construction Document Submission for IDC Review					
A8320	IDC Interim Review of Construction Documents	01-Jan-18	09-Jan-18				01-Jan-18, 09-Jan-18					
A8330	Issuance of IDC Interim Review Report		09-Jan-18				Issuance of IDC Interim Review Report					
A8340	IDC Final Review of Construction Documents	10-Jan-18	19-Jan-18				10-Jan-18, 19-Jan-18					
A8350	Issuance of IDC Final Review Report		19-Jan-18				Issuance of IDC Final Review Report					
A8360	Incorporate IDC Comments into Construction Documents	22-Jan-18	26-Jan-18				22-Jan-18, 26-Jan-18					
A8370	Interdisciplinary Document Coordination Complete		26-Jan-18				Interdisciplinary Document Coordination Complete					
SED Approval Process		01-Jan-18	23-Jan-18				23-Jan-18, SED Approval Process					
A4320	A/E 90% CD Submission To SED / Face To Face Mtg.	01-Jan-18					A/E 90% CD Submission To SED / Face To Face Mtg.					
A4340	SED's Final Comments / Addendum (1wk)	02-Jan-18	22-Jan-18				02-Jan-18, 22-Jan-18					
A4350	SED's Final Approval to Authorize Award of Contracts		23-Jan-18				SED's Final Approval to Authorize Award of Contracts					
Prime Contract Bid & Award		03-Apr-18	20-Jun-18				20-Jun-18, Prime Contract Bid & Award					
A4360	Construction Documents Advertising & Bidding	03-Apr-18*	21-May-18				03-Apr-18*, 21-May-18					
A4362	Initial Bid Addendum	10-Apr-18	16-Apr-18				10-Apr-18, 16-Apr-18					
A4364	Final Bid Addendum	08-May-18	14-May-18				08-May-18, 14-May-18					
A4370	Receive & Open Bids		22-May-18				Receive & Open Bids					
A4380	Bidder Qualifications & Award Recommendations	23-May-18	01-Jun-18				23-May-18, 01-Jun-18					
A4390	Trade Contracts Approved at RJSCB Board Meeting		04-Jun-18				Trade Contracts Approved at RJSCB Board Meeting					
A4400	Trade Contracts Notice to Proceed	05-Jun-18					Trade Contracts Notice to Proceed					

Primary Baseline Milestone S...

SAMPLE C3 – PHASE 2C SCHOOLS PRELIMINARY SCHEDULE

<i>Sample C3 - PHASE 2C SCHOOLS PRELIMINARY SCHEDULE</i>				Date	Revision	Checked	Approved					
				11-Apr-...	Phase 2C - Preliminary Schedule	MAA						
Act ID	Activity Name	Start	Finish	2017	2018	2019	2020	2021	2022	2023	2024	2025
A4580	Trade Contracts Review & Execution	06-Jun-18	19-Jun-18									
A4590	Trade Contracts Approved		20-Jun-18									
Construction												
A4405	School relocation to Marshall HS (Swing Space)	06-Jul-18	19-Jul-18									
A4407	Review Submittal / Master Construction Schedule	06-Jun-18	19-Jun-18									
A4410	Construction Mobilization	02-Jul-18										
A4412	Submittal / Master Const. Schedule Approved by RJSCB	20-Jun-18	31-Jul-18									
A4420	Construction	03-Jul-18	08-Jul-19									
A4430	Review Initial Punch List		08-Jul-19									
A4440	Punch List Completion	09-Jul-19	05-Aug-19									
A4450	Substantial Completion / Certificate of Occupancy		05-Aug-19									
A4460	School Move-In	06-Aug-19	02-Sep-19									
A4465	School 4 Open		03-Sep-19									
Closeout												
A4600	Review and Complete Final Punch List	06-Aug-19	02-Sep-19									
A4610	Submittal of Close Out Documents	06-Aug-19	30-Sep-19									
A4620	Processing of Final Payment Application	06-Aug-19	30-Sep-19									
A4630	Project Completion		30-Sep-19									
Warranty Period												
A4640	Warranty Period (Maintain Insurance)	06-Aug-19	05-Aug-20									
A4650	Review/Complete Project Warranty Inspections	30-Jun-20	13-Jul-20									

D. SCHEMATIC DESIGN:

The CM will provide at minimum the following in support of the Schematic Design:

1. The CM shall make or assist in presentations regarding the Project to the PM, the RJSCB Executive Director, Representatives of the Rochester City School District ("RCSD"), Building Advisory Committee (BAC) and to the public as part of Basic Services.
2. The initiation of estimating services for Schematic Design (SD) in the form of the CM's review and comments as professional assessments or the drawing documents and Construction Cost Estimate submitted by the A/E Team with regard to the conformance with the RJSCB Program, Budget and Schedule. The CM's assessments of the Project shall be in written form acceptable to the PM and with supporting detail. The CM shall include appropriate contingencies for design, bidding or negotiating price escalation and market conditions in the estimates of the Cost of the Work. This effort may require analysis of multiple options. Reconcile the CM estimate with the A/E estimate.
3. Develop the Construction Cost Estimate framework or model based upon the Schematic Design (SD) in increasing detail and refinement, for all divisions and sections, commensurate with the Documents. The Cost Estimate model will include work understood to be necessary but not yet shown on drawings as a further step of transitioning beyond the A/E's Schematic Design Construction Cost Estimate.
4. Provide written value engineering report(s) as required to hold the cost of construction within the fixed limit of the budget as necessary to reconcile the Scope and Construction Cost Estimate from the A/E's Schematic Design Submission.
5. Develop and periodically update, as requested by the PM or Board, a design schedule, bid schedule, and preliminary CPM construction schedule in P6 (see above topic C). The CM shall obtain the Architect's and PM's input, for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the CM's services, Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.
6. Participate in project-related meetings and presentations as requested.
7. As it affects and / or impacts this Project's scope of work, provide coordination with the RJSCB's Move Manager for the orderly strategy to move out to Swing Space and the return from Swing Space of building occupants, equipment, supplies, materials, furniture, etc.
8. Throughout the Pre-Construction and Construction Phases provide support to the Business Opportunity Program (See above topic A).

E. DESIGN DEVELOPMENT:

The Construction Manager will provide at minimum and, in addition to the above, the following in support of the Design Development:

1. Develop the Construction Cost Estimate framework or model based upon the Design Development (DD) in increasing detail and refinement, for all divisions and sections, commensurate with the Documents. The Cost Estimate model will include work understood to be necessary but not yet shown on drawings as a further step of transitioning beyond the A/E's Schematic Design Construction Cost Estimate.
2. Provide written report within 15 calendar days of receipt of drawings to the PM on increase in cost of construction, if any, based on the proposed design and refinement of details through DD phase.
3. In consideration of the Design Development information, provide written recommendations on the relative feasibility of design relative to: availability of materials, labor, procurement, installation, construction, and impacts relating to construction cost and constructability including but not limited to the use of alternative designs or materials, preliminary budgets and possible economies.
4. Provide a written analysis of the types and quantities of labor required for the Project including a review of the availability of appropriate categories of labor required for critical phases and recommendations for actions to minimize adverse effects of labor shortage including EEO requirements.
5. Provide a draft of the Special Conditions specific to the project.
6. Provide written report identifying design details, systems, equipment, life-cycle cost and or conditions that add value to the project.
7. Provide a written report to PM on general constructability issues observed in the Design Development Documents (following topic G).
8. Participate in Design team meetings and such other meetings as shall be called.
9. Continue development of the CPM project schedule in a level of detail, for all divisions and sections, commensurate with Design Development Documents and in a form acceptable to the PM.

10. Develop a comprehensive site logistics plan with assignment of temporary Project facilities, utilities, equipment, materials and services for the common use of the contractors for inclusion with the Bid Documents, and a budget sufficient for its implementation.
11. Review the Drawings and Specifications and make recommendations as required to assure that the Work of the A/E Team is coordinated with the District-wide Consultants for DWT, Food Service, EPC, and other Owner or District Consultants/Contractors.

F. CONSTRUCTION DOCUMENTS:

The Construction Manager will provide at minimum and, in addition to the above, the following in support of the Construction Documents Phase:

1. Based upon the Construction Cost Estimate model established in the DDs, provide estimating services for Construction Documents (CD) in the highest level of detail and refinement, for all divisions and sections, commensurate with the documents. All required work, including temporary facilities and controls, temporary utilities, site logistics plan to be estimated.
2. Provide a written report (including the detailed Initial Construction Cost Estimate) to the Design team within 15 calendar days of receipt of the 60% to 70% complete Construction Documents, and a second Final Construction Cost Estimate based upon the 90% to 95% complete Construction Documents submitted to the State Education Department for Final Approval to Bid and Award the proposed School Project.
 - i. The measure of the CM's acceptable performance of Cost Estimating Services will be the total of the lowest responsible Bids that could be Awarded for the Construction of the Final Construction Documents as approved by the RJSCB being within five (5) percent less, or no more than 5% above the CM's Final Estimate submitted to the RJSCB for approval to Bid.
 - ii. Construction Manager will be responsible to the RJSCB for any and all damages resulting from the Construction Manager's material or significant omissions or errors in its final Construction Document (CD) estimate or caused by the Construction Manager's negligence in the preparation of the final CD estimate.
 - iii. The RJSCB shall have the option to have the CM prepare additional Final Cost Estimates along with specific recommendations on the measures needed to bring the Project within the approved Budget, and/or solicit an independent third party to provide the needed Services to align the Project Scope and Budget.
3. The CM shall review and finalize all Sections of the front-end template provided by the PM to the CM; and more specifically the General Conditions prior to their inclusion to bid documents for clarity and completeness from the viewpoint of prospective bidders, to minimize ambiguities, mistakes, omissions, and conflicts thereon, and to assure uniformity of understanding of bid documents by the bidders. The front-end template, including but not limited to the General Conditions, must be approved by the Board's general counsel and the PM prior to inclusion in the bid documents.
4. The CM shall scope for incorporation in the General Trades Bid the provisioning of a project site trailer, utility connections, and necessary furnishings, telephones, copiers, desks, chairs, etc. to allow for the operation of the CM's on-site office functions.
5. Provide a final draft of Special Conditions specific to the project. Review the Contract Documents to verify that the requirements of the Part 155 of the Regulations of the Commissioner of Education are included in the Contract Documents.
6. Concurrent with SED submission, the CM will provide a written Constructability Review to the Design team and PM on constructability issues observed in the Construction Documents drawings. (See below – Constructability Review). In addition, the CM shall be responsible for reviewing Design Documents following the Interdisciplinary Document Coordination (IDC) Review to ensure incorporation of changes and comments suggested in the IDC Report.
7. Develop a comprehensive scope of work for inclusion in the Bid Documents for each prime contract, assigning all items of work to a specific Contract to provide that the Work of the Contractors is coordinated, all requirements for the Project are assigned to the appropriate Contract, the likelihood of jurisdictional disputes is minimized and proper coordination is provided for phased construction. Provide a bidding schedule and construction schedule for inclusion in the Bid Documents in a form acceptable to the PM (see Exhibit C for requirements).
8. Collaborate with the Architect to produce final and complete Bid Documents. The CM shall assist the Owner and the PM in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Prime Contractors. The CM shall verify that the Owner has paid applicable fees and assessments. The CM shall assist the Owner, the PM, and the Architect, in connection with the filing of documents required for the approvals of governmental authorities having jurisdiction over the Project.
9. Participate in project related meetings and presentations as requested.

G. CONSTRUCTABILITY REVIEW (CR)

One of the primary goals of the project team during the Pre-Construction effort is to produce plans and specifications of the highest quality and utmost clarity. Doing so accurately and completely communicates the project's requirements and results in the most accurate Contractor bids. The CR is the last opportunity to create the highest quality set of project documents by identifying and correcting errors, omissions and ambiguities. The effort made here will eliminate the unnecessary expenditure of countless hours of RFI /Answer processing, change document negotiations / processing and delay.

As soon as possible after being hired but no later than the completion of the Design Development phase, the CM will submit to the Program Manager its written Preliminary Phasing and Site Logistical Plans as deliverables for review and approval. Make revisions to deliverables as directed by the PM until a satisfactory strategy is achieved.

As part of the CM's Constructability Review (CR), the CM will as necessary confer and coordinate with A/E Team as to form of reporting log for maximum ease of tracking and status reporting of items by all parties.

Perform the CR to 100% documents. Log and organize any error, omission or ambiguous item. Submit log to Architect for correction and simultaneously to PM for record. When notified by Architect that all logged items have been resolved, perform Back Checks, including the Interdisciplinary Document Review, to verify all logged items have been, in the CM's opinion, satisfactorily resolved. Notify Architect and PM in writing when the CR is complete and the documents are, in the CM's opinion, of a quality that is ready to bid.

H. BIDDING AND AWARD:

The Construction Manager will provide at minimum and, in addition to the above, the following in support of the Bidding and Award:

1. Manage reproduction and distribution of final Bid Documents. Maintain a log of distribution and retrieval of Bidding Documents, as well as the amounts of deposits, if any, received from and/or returned to prospective bidders. Upon completion of the bidding process, request the return of all bidding documents issued to bidders.
2. Solicit contractor interest and participation in bidding. Provide a detailed report to document outreach efforts to bidders.
3. In conjunction with the Architect, schedule and conduct Pre-Bid and site meetings with prospective bidders. Provide meeting minutes.
4. Collaborate with the Architect in receiving, recording, routing all pre-bid inquiries and the issuance of Addenda. Ensure that the Bidding process is conducted in accordance with all applicable laws, statutes, codes, rules and regulations in effect at the time of Bidding.
5. Participate in the Bid opening to ensure that the Bidding process is conducted in accordance with all applicable laws, statutes, codes, rules and regulations in effect at the time of Bidding.
6. Identify irregularities in the bid responses bringing them to the attention of the RJSCB Procurement Officer. If the CM determines that the lowest bidder is not responsive and or not responsible, the CM shall furnish to the PM the reasons why in writing. Upon PM's approval, the CM shall then review the next lowest bidder until a responsive and responsible Contractor is identified.
7. Schedule and conduct scope review of apparent low bidders. Provide a written report of any issues affecting the project: Implementation, scope, schedule, and quality.
8. Collaborate with the Board's Independent Compliance Officer in reviewing and evaluating the MWBE Utilization Plan submissions (DP-1 and DP-2 Forms) by the bidders.
9. Make a written Recommendation of Award to the PM.
10. In conjunction with the Architect, manage the Substitutions process as set forth in the Specifications.

II. CONSTRUCTION PHASE**A. CONSTRUCTION ADMINISTRATION:**

The scope of work shall include Construction Administration Services required to manage the performance of Contractor(s) whose agreements are held by the RJSCB for the Construction Phases of the proposed school project -- district-wide technology project, food service equipment and FF&E, or any other Consultant Agreements held by the Board. Qualified personnel will be required for the Construction Administration Phase, which at minimum will include the following services:

1. Provide Construction Phase Services commencing with the awarding of any Contract for Construction until the Architect issues the final Certification for Payment, and the Close-Out Record Documents are accepted by the RJSCB.
2. After Contract award, organize and conduct Kick-off meeting(s) with the Contractors, RCSD and PM Representatives to facilitate mobilization and field construction activities. Detailed agenda and minutes for such meetings shall be prepared by the CM and copies furnished to the PM, RJSCB, RCSD, Architect, Contractors and other attendees.
3. Prior to commencement of the construction, obtain and review for completeness and accurate Certificates of Insurance for forwarding to our Insurance Consultant, Assent Letter and Bond Certificates from the Contractor(s). Provide a review and forward same to the PM.
4. Provide field staffing as required to meet the responsibilities of this Contract, with qualifications as specified in Section 3.5 of the CM Services Agreement including OSHA-certified personnel where required.
5. Review and recommend acceptance or rejection of Schedule of Values prepared by Contractors.
6. Using P6, produce a baseline Master Project CPM Schedule, prepared with input from the Contractors which will identify and deliver the goals of the Program: Schedule for start, completion and turnover of the school in a format satisfactory to the PM. Once created by the CM and approved by the PM, the baseline Master Project Schedule will be formally accepted and approved, in writing, by all Prime Contractors. Provide updates, on at least a monthly basis, status the activities of the Contractors on the Project, including activity sequences, logic and durations, progress, actual start dates, actual finish dates, allocation of labor and materials, processing of submittals including but not limited to: Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The construction schedule shall include the Board's occupancy requirements showing portions of the Project having occupancy priority. All updated schedules will reference current project status against the original baseline Master Project Schedule. CM to submit a variance report to PM along with each schedule update plus a recovery schedule, if needed, to illustrate what actions will occur to regain any behind-schedule activities. Priority shall be given to producing recovery schedules where needed.
7. Maintain a list of the names, addresses and telephone numbers of the employees of the Contractors who can be contacted in the event of an off-hours emergency at the building site. The CM shall provide copies of said list to the PM and the Board at the commencement of each Contractor's work and shall update same and distribute to the Owner as necessary.
8. Make independent written recommendations to the PM and the Architect regarding changes or variances in the Work which the CM thinks may be necessary and/or advisable. No written or oral instructions shall be construed as directing a change in the Work unless in the form of an approved Change Order or Construction Change Directive. Change Orders or Construction Change Directives prepared by the CM shall describe in detail the changes to be performed and shall state the changes, if any, in construction cost and or Contract time from the relevant Contractor or the methodology to determine cost is agreed to. There shall be no extension of Contract time on account of any Change Order or Construction Change Directive unless specifically stated in an approved Change Order or Construction Change Directive. If a change in construction cost and/or Contract time is not determined until after the change in Work has been performed, the Change Order or Construction Change Directive shall specify the extent and method for determining same when the change in the Work is completed. All changes in the Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the Change Order or Construction Change Directive.
9. Manage and coordinate Request for Information (RFI) process.
10. Manage and coordinate the Shop Drawings review process to ensure timely processing. Facilitate a planning session between the Architect and the Contractors to develop a schedule for prioritizing, submission and processing of submittals to support the Master Project Schedule. The CM shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect and PM those that the CM recommends for approval. The CM's actions shall be taken in accordance with the Project submittal schedule approved by the Architect and PM, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in activities of the Contractor, other Contractors, RCSD or the Architect.
11. Manage field operations. Review all Contractor field observation reports and daily reports for accuracy. Maintain record of these reports. CM to produce its own Daily Report in a form acceptable to the PM.
12. Coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the CM, the PM and the Board's consultants to manage the Project in accordance with the latest approved estimate of construction cost, the project schedule and the Contract Documents.
13. The CM shall maintain accurate and complete accounting records -- Original Contract Amount, Approved Changes to

- Date, Pending Changes, Potential Changes, Work performed under Unit Costs, Additional Work performed on the basis of actual costs of labor and materials (T&M), and other Work requiring accounting records, in a format acceptable to the PM.
14. The CM shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.
 15. Based on the CM's observations and evaluations of each Contractor's Application for Payment, the CM shall review and certify the amounts due the respective Contractors. The review and certification will be done in concert with the project Architect's review and certification.
 16. The CM shall prepare an Application and Certification for Payment based on the Contractors' Certificates for Payment including back up documentation as may be required by the RJSCB Procurement Officer.
 17. The Construction Managers' certification for payment shall constitute a representation to the Owner that the CM has reviewed requisitions received from Contractors, sub-contractors and material suppliers to substantiate the Contractors' right to payment and that the Contractor is entitled to payment in the amount certified.
 18. The issuance of a Certificate for Payment shall not be a representation that the CM has made exhaustive or continuous on-site inspections to check the quality or quantity of the work, reviewed construction means, methods, techniques, sequences for the Contractor's work, or procedures, ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor to submit completed lien waivers for all work and supplies covered by the Certificate of Payment. CM to prepare and maintain a lien log. Such lien waivers shall be reviewed and approved by the CM. The review and approval of the lien waivers by the CM shall constitute a representation by the CM that the lien waivers have been submitted by the Contractor for each of their identified sub-contractors and have been executed and delivered by Contractors. The CM shall give PM immediate notice in writing of the filing of any lien by a Contractor.
 19. Coordinate with the Architect and Contractors to conduct pre-installation meetings of unique equipment, building systems and assemblies, such as food service equipment, elevators, switch gear, millwork, etc.
 20. Assist the Commissioning Agent (Cx), if used, to schedule and coordinate commissioning as may be specified with the Contractors and Architect.
 21. Monitor all materials testing and inspection activities. Establish procedures to ensure that all parties acknowledge and respond to the deficiencies identified in these reports. Provide the Architect/Engineer the reports in a timely manner. Maintain a record of all reports and remediation and retesting.
 22. Monitor the delivery, inspection, installation and testing of all specified material and equipment. Review the submittal log with the Architect and Contractors on a biweekly basis until all submittals have been submitted and approved.
 23. Verify the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. The CM shall have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The CM shall recommend to the PM the rejection and replacement of Work that does not conform to the requirements of the Contract Documents.
 24. CM, at its own expense, will provide all services, labor, and equipment to remedy defects in the Work of the Contractor(s) or their agents or employees which, through the exercise of reasonable care in the performance of the CM's services pursuant to this Agreement, could have been discovered by the CM and promptly reported to the PM, but which the CM failed to discover and/or report.
 25. Review and evaluate requests for changes for appropriateness and accuracy. Negotiate on behalf of the Owner the Contractors' proposals and submit recommendations to the PM.
 26. On a Monthly basis and as a prerequisite to payment to the Contractor, review and assure Contractor's record documents are fully conformed to reflect all current change documentation, posted RFIs, SK drawings, etc. Perform periodic walk-through with the Architect, Contractors and PM to generate and update a deficiency list and a rolling completion list throughout the construction phase.
 27. Meet with Contractors on site weekly to review progress of work, status of submittals, RFIs, schedule, safety, manpower utilization, material status, housekeeping and project issues. Prepare a written agenda and provide meeting minutes within 48 hours of all such meetings.
 28. Review and monitor the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors and to ensure that it conforms to the minimum requirements set forth in the Specifications, Federal, State, Local statutes, rules, regulations and codes regarding safety. Promote safety and endeavor to guard against the creation of unsafe conditions by any Contractor. All supervisory employees must accept their responsibility for the prevention of accidents and for conducting all operations under their direction in a safe and efficient manner. Specific responsibilities include the following:

- a. Audit activities of the Trade Contractor's safety program so that it conforms to the Project Safety Plan contained in the Contract Documents.
 - b. Provide weekly, written site inspections of the job site, notify the Trade Contractors of any unsafe practices and conditions for which they are responsible and counsel them on the appropriate corrective actions when necessary. Site inspections shall be reviewed and discussed with the construction team.
 - c. Provide all new Trade Contractors and their subcontractors' employees with a safety orientation before they start working on site. The orientation shall include at least a list of work rules, identification of hazardous areas, and the location of MSDS sheets. This orientation will inform the Trade Contractor's/subcontractor's employees of hazards specific to the site operations. After the orientation is complete, employees shall be required to sign a statement and complete an exam in order to confirm that they received and understood the training.
 - d. Identify the location where MSDS sheets provided from the Trade Contractors/subcontractors can be found for the project.
 - e. Maintain required records and accident prevention materials at the job site so that an adequate history is maintained for the project.
 - f. Establish and control the entrance and exit for the Trade Contractor's/subcontractor's employees and visitors to and from the job site.
 - g. Review injury and first aid records during the project to identify injury trends to take positive action to reduce or eliminate such injuries from continuing to occur on the project.
 - h. The Construction Manager will examine and familiarize himself/herself with the job site and adjacent areas from the standpoint of access and facilities regarding safety. The job site should be explored with regard to installing and operating the construction plan, and evaluating any difficulties that might be encountered in complete execution of the work safely. Make frequent inspections of the job site so as to initiate corrective measures to eliminate unsafe practices and conditions.
 - i. The Construction Manager shall immediately investigate all accidents or near miss accidents and take corrective actions to help prevent recurrence.
29. Maintain onsite copies of Contractor's: Safety Program, COMIDA employee Residency log, & DP-1.
30. Manage the field coordination among contractors.
31. Review, evaluate and document all Claims submitted by Contractors and others in connection with the Work. Make recommendations to PM and Board for resolution and assist in the negotiation of any settlements including providing any and all documentation of information associated with the Claim.
32. Coordinate the delivery, storage, protection and security of Owner and/or Rochester City School District purchased materials, systems and equipment that are part of the Project until such items are incorporated into the Project. Any additional costs for storage, protection and security of Owner- purchased material, systems and equipment are the not the responsibility of CM.
33. Maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required Submittals. The CM shall also maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The CM shall make all such records available to the PM, and upon completion of the Project shall deliver them to the PM in a form acceptable to the PM.
34. Prepare a monthly project report, in a form acceptable to the PM, to record progress, issues, financial status, schedule status, safety issues, percentages of completion, etc. The report to include:
- a. Submit report to the PM no later than the 10th of the following month.
 - b. Pictures representative of progress during the period.
 - c. Work completed to date.
 - d. Status of Project Schedule.
 - e. Submittal schedule and status report, including a summary of remaining and outstanding Submittals and any other issues impacting scheduled completion of the Project.
 - f. Requests for Information, Change Orders and Construction Change Directive status report.
 - g. Tests and inspection reports.
 - h. Status of nonconforming and rejected Work.
 - i. Daily logs.
 - j. Summary of all Prime Contractors' Application for Payment.

- k. Cumulative total of the Cost of the Work to date including the CM's compensation, reimbursable expenses, if any.
 - l. Cash-flow and forecast reports.
 - m. Workforce diversity of Contractors' and CM's staff as required by the RJSCB Diversity Plan.
 - n. Contractors overall on-site work force report including man-hours by trade.
 - o. Equipment utilization report.
 - p. Cost summary comparing actual costs to updated cost to complete estimate.
 - q. Any other items the PM and the Board may require.
35. Develop cash flow reports and forecasts for the Project. Reports shall be provided once a month or more frequently if necessitated by the demands of the Project or required by the Board. The CM shall advise the PM and Architect whether projected costs exceed or appear likely to exceed construction budgets and contingency estimates so timely action can be taken to avert budget overruns.
36. In conjunction with the Independent Compliance Officer [ICO], manage Contractor(s) compliance with the Board's Diversity Plan and where necessary recommend corrective measures.

B. PUNCH LIST

1. Schedule and coordinate the Punch-List walk-through with respective Trade Contractors to confirm work is adequately complete.
2. Review and confirm said Punch List is ready for A/E Team's on-site review that all Work identified on Punch List is adequately complete to justify that the Owner could take beneficial occupancy.
3. The CM shall notify the Architect and the Program Manager of what Construction Contract Work is ready for Punch List Review on-site by the A/E Team.
4. Schedule and coordinate, when dissatisfactory work has been completed, a second, and Final Punch List Review for acceptance by A/E Team for determination of the Substantial Completion. (Note, may not be necessary should the A/E and CM agree that the Initial Punch List and all required Work Scope has been already complete by a respective Trade Contractor).

C. CONSTRUCTION SUBSTANTIAL / FINAL COMPLETION PHASE

The Construction Manager will provide at minimum the following, in a timely manner prior to the completion of the Construction Substantial/Final Completion Phase:

1. Coordinate and schedule final testing and start-up of utilities, operational systems and equipment.
2. Assist the Commissioning Agent (Cx), if used, Architect and Contractors in the commissioning of equipment and systems.
3. Develop, distribute and manage completion of Final Punch List.
4. The date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the contract documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it was intended.
5. Notify all authorities having approval jurisdiction of Project status and coordinate inspections and approvals necessary for timely project completion.
6. Schedule and coordinate substantial completion certification issuance by the Architect.
7. Schedule all required training sessions with all required parties. Provide a written log of all training. Include in log: List of invitees, list of attendees, date and time of training, component or system for which training was provided, list of training materials distributed at session, any other pertinent information.
8. Review O&M Manuals and warranties provided by the contractor for completeness and compliance with the specifications.
9. Assist the PM and Architect in obtaining all final governmental approvals of the Work, including but not limited to: Temporary and permanent certificates of occupancy, approvals of the New York State Education Department, Monroe County Health Department, Fire Marshall, City of Rochester, and other Monroe County Jurisdictions.
10. CM to manage all initial and final inspections by all authorities having jurisdiction, resulting in final completion.

IV. CLOSEOUT PHASE

Closeout Phase

The duration of this Closeout Phase is to be no longer than 120 days from the issuance of the Certificate of Substantial Completion for the Work or designated portion thereof agreed to with the RJSCB. Prior to approving final payments to Contractor(s), the Construction Manager will provide to designated representative, by itemized letter of transmittal, the following final documents at the completion of the Project:

1. Forward to the PM, with copy to Architect, the following information received from the Contractor(s)
 - a. Certificates of insurance received from Contractors
 - b. Consent of surety or sureties, if any, to reduction in or partial release of retainage or making of final payment
 - c. Affidavits, receipts, releases and waivers of liens or bonds indemnifying the Board, PM, RCSD and Architect against liens
 - d. Any other documentation required of the Contractor(s) under the Contract Documents
2. Receive and transmit to Architect and RCSD Facilities department, final as-built record plans including all modifications made during the project.
3. CM to certify in writing that all Punch List items have been successfully resolved.
4. Deliver all keys, attic stock & etc., to designated representative for signature of receipt by said representative.
5. All Warranties, Operation and Maintenance Manuals for all equipment and support systems and similar submittals required by the Contract Documents.

V. WARRANTY PHASE

During the twelve (12) months of warranty, which starts on the date of Substantial Completion, CM is to at minimum provide manpower resources to:

1. Receive and log all warranty issue claims from Rochester City School District personnel.
2. Verify the warranty claim issue is within the project scope.
3. Forward the claim issue to the responsible Prime Contractor and schedule timely resolution.
4. Verify, by inspection if required, that the issue is indeed satisfactorily resolved once the Contractor reports it is.
5. Notify contractor of acceptance or need for re-work.
6. Update Log with completion date and acceptance.

Prior to the end of the Warranty period, no earlier than the tenth month and no later than the first day of the eleventh month, organize and lead a walk-through inspection of the project with RCSD personnel, users, architect and Program Manager in attendance, to identify and list any project-related defects, adjustments, failures, etc. to be corrected, replaced, repaired or adjusted by Contractors under the warranty. Issue this list to Prime Contractors prior to the expiration of the warranty period for their immediate corrective action. Schedule Contractor's corrective work to avoid interference with School's educational operations and to be in compliance with NYSED regulations. CM to inspect and re-inspect corrective work. When corrective work is in compliance with project requirements, issue a report to Contractor, Program Manager, Architect and RCSD that work is complete and acceptable.

For projects with phased turnover and phased issuance of Substantial and Final Certificates of Completion, track phased end of warranty period dates and conduct phased eleven month walkthroughs and corrective processes as per above.

CM to provide staffing, at no additional cost to RSMP, to completely resolve all warranty issues identified during the twelve month warranty period, even if the resolution extends past the 12 month warranty period.

SECTION 4: SAMPLE FORM OF AGREEMENT

SCHEDULE C: PAYMENT FOR SERVICES

General

Construction Manager shall submit monthly invoices (accompanied by a Progress Schedule update) in accordance with Article 4.4 of the Agreement. Payment by the Board shall occur monthly and include the portion of the Construction Manager’s Lump Sum Fee and Reimbursable Costs in accordance with Article 4.4 and the billing terms specified below. In no event shall the total of all payments to the Construction Manager exceed the sum specified under Article 4.3 without approval of the Board.

For the additional costs not included in the Lump Sum Fee that are Reimbursable at cost (i.e. no markup) under the terms of Article 4.2, such items will not be payable unless the monthly invoices include receipts and detailed backup of the actual costs incurred for providing these Additional Services.

For the Construction Manager’s Services included in the Lump Sum Fee amount, the Board shall compensate the Construction Manager for this Fee in accordance with the following not-to-exceed breakdown by Project Phase. If assumed durations are different than those used in the billing calculation, in no event shall the amount of the fee billed during each Phase exceed these amounts without prior approval of the Board.

Reimbursable expenses shall be pre-approved by the RJSCB and billed each month as they occur and shall together with the Lump Sum Fee not exceed the total specified in Article 4.3 without prior Board approval:

1.0 Preconstruction Phase Services:

Not-to-Exceed Lump-Sum Fee Amount for Preconstruction Phase Services of [REDACTED].

2.0 Construction Phase Services:

Not-to-Exceed Lump-Sum Fee Amount for Construction Phase Services of [REDACTED].

3.0 Substantial/Final Completion Phase Services:

Not-to-Exceed Lump-Sum Fee Amount for Substantial/Final Completion Phase Services of [REDACTED].

4.0 Closeout Phase Services:

Not-to-Exceed Lump-Sum Fee Amount for Closeout Phase Services of [REDACTED].

5.0 Warranty Phase Services:

Not-to-Exceed Lump-Sum Fee Amount for Warranty Phase Services of [REDACTED].

6.0 Other:

- Not-to-Exceed Amount for Reimbursable Expenses (as defined in Section 4.2 of the Agreement) of [REDACTED], including all Reimbursable Expenses billed at actual cost.
- Business Opportunities Program (BOP) Allowance Amount billed hourly for services rendered, not-to-exceed \$15,000.00 (Fifteen Thousand Dollars and Zero Cents) over the entire Agreement, including all Reimbursable Expenses billed at actual cost.
- Document Printing Allowance (Bid Documents), not to exceed [REDACTED].

Reimbursable Expenses

As specified in Article 4.2, Reimbursable Expenses shall be the actual expenses incurred by the Construction Manager and the Construction Manager's consultants. Reimbursable Expenses are included in the compensation for Basic Services, and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project as follows:

1. Traveling expenses, including transportation, meals (excluding alcoholic beverages) and lodging, and long distance telephone calls, shall be reimbursed as an additional contract cost with prior written authorization of the Board, provided, however, that normal commuting and daily travel expenses for Manager's field or home office support staff shall not be reimbursable unless such travel is required for off-site visits to vendors or contractors in support of Project activities or is approved in writing by the Board. Reimbursement for these expenses is capped at [REDACTED]
2. Testing and any additional field services authorized in advance and in writing by the Board
3. Reproduction costs for Contract Documents for bidding purposes, special reports, and other data and documents specifically requested by and furnished to or on behalf of the Board are capped at [REDACTED] and does not include the daily and incidental copying cost of daily reports or document reproduction at the jobsite or in the Construction Manager's offices, which are non-reimbursable costs.
4. Approved reimbursable expenses shall be reimbursed by a 1.0 multiplier.

SECTION 4: SAMPLE FORM OF AGREEMENT

SCHEDULE D: INSURANCE REQUIREMENTS

Insurance Policies:

The construction management consultant has the following insurance requirements.

Commercial General Liability Limits

Per Occurrence Limit:	\$1,000,000
General Aggregate (other than Products/Completed Operations):	\$2,000,000
Products and Completed Operations:	\$2,000,000
Personal and Advertising injury:	\$1,000,000
Fire Damage Legal Liability:	\$300,000
Medical Payments, any one person:	\$10,000
Business Automobile:	\$1 million per accident
Professional Liability Insurance:	\$1 million per claim/ \$3,000,000 aggregate
Workers' Compensation:	Statutory amount
Employer's Liability:	\$500,000.00
Excess/Umbrella (for general aggregate and auto liability only):	\$5 million

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The Construction Manager shall furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this Exhibit F. In addition, the Construction Manager shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) days' written notice of cancellation for the above-referenced policies is required. The Construction Manager is responsible for the payment of all insurance premiums.

All liability policies (excluding workers compensation and professional) shall also include the following as additional insured on a primary and non-contributory basis: Rochester Joint Schools Construction Board ("RJSCB"); the City of Rochester ("City"); the Rochester City School District ("RCSD"); Savin Engineers, P.C. ("Savin"), Gilbane Building Company ("Gilbane"), the County of Monroe Industrial Development Agency ("COMIDA" or another capital bonding agency to be named by RJSCB), and U.S. Bank National Association ("Trustee" or another Trustee to be named by the RJSCB). A waiver of subrogation in favor of the RJSCB, City, RCSD, Savin, Gilbane, COMIDA (or another capital bonding agency to be named by RJSCB), and Trustee (or another Trustee to be named by the RJSCB) applies to general liability, automobile liability, umbrella and worker's compensation (GL additional insured, ongoing & completed operations, form CG2010 1185 or equivalent - to be attached to certificate). Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate. Policies shall include a 30-day notice of cancellation to the RJSCB by registered or certified mail, return receipt requested. Copies of all other endorsements to be attached to the certificate.

Indemnification & Hold Harmless:

The Construction Manager shall indemnify, defend and save harmless the RJSCB, the City, the RCSD, Savin, Gilbane, COMIDA (or another capital bonding agency to be named by RJSCB) and their officers, agents, and employees (collectively, the "Indemnitees") as set forth in Paragraph 8.2 of the Construction Management Services Agreement between the Board and the Construction Manager.

The Construction Manager shall include in each agreement with a subcontractor and/or sub-consultant for the Project, a provision substantially similar to the paragraph above, which provides that such subcontractors and/or sub-consultants shall indemnify the Construction Manager and the Indemnitees for all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the Construction Manager or the Indemnitees may incur arising out of or resulting from such subcontractor's performance of services, violation of state, federal, or local law, rule or regulation, or negligence.