



# REQUEST FOR PROPOSALS

## ENVIRONMENTAL PROJECT & INDOOR AIR QUALITY (IAQ) MONITORING / SAMPLING SERVICES FOR PHASE 2a

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The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program, seeks to identify professional firms qualified to provide Environmental Project & Indoor Air Quality (IAQ) Monitoring / Sampling Services for the pre-construction and construction phases of Phase 2a of the Rochester Schools Modernization Program (RSMP).

**ISSUE DATE:**

**August 10, 2016**



**Rochester Joint Schools Construction Board**

1776 N. Clinton Ave., Rochester, New York 14621 Telephone: 585-512-3806

**REQUEST FOR PROPOSAL**

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**Date:** August 10, 2016

**To:** Environmental Project Monitoring and Indoor Air Quality Monitoring Services Firms

**From:** Rochester Joint Schools Construction Board

**Project Title:** Environmental Project Monitoring and Indoor Air Quality Monitoring Services

**Send Statement of Qualifications to:**

Rochester Joint Schools Construction Board  
Mr. Thomas Renauto, Executive Director  
1776 N. Clinton Ave.  
Rochester, NY 14621  
Tel. (585) 512-3806

**Submit Questions to:** trenauto@aol.com

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	<b>RFP SCHEDULE</b>	<b>DATES</b>
1.	RJSCB issuance of the Request for Proposals.	August 10, 2016
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by Service Providers/potential responders.	August 18, 2016 (Noon)
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: <a href="http://www.rcsdk12.org/rsmp">www.rcsdk12.org/rsmp</a>	August 22, 2016 (5:00 PM)
4.	<b>Submittal Deadline for Request for Proposals.</b>	August 25, 2016 (2:00 PM)
5.	Interviews with Short Listed Service Providers (anticipated).	Week of September 5, 2016
6.	Award (anticipated).	September 12, 2016

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**APPENDICES:**

- Appendix A: Certification of Non-Collusion in Bidding
- Appendix B: Offerer’s Affirmation of Understanding of an Agreement Pursuant to State Finance Law §139-j (6) (b)
- Appendix C: Offerer Certification of Compliance with State Finance law §139-k (5)
- Appendix D: Form of Offerer Disclosure of Prior Non-Responsibility Determination

**ATTACHMENTS:**

Attachment A: Fee Submittal Form

Attachment B - DP Forms:

- Form DP-1: Schedule of MBE/WBE/DBE/SBE Participation
- Form DP-2: MBE/WBE Letter of Commitment to Perform
- Form DP-3: Monthly Employment Utilization Report (with Instructions)
- Form DP-3a: Monthly EBE Utilization Report (with Instructions)
- Promise of Non-Discrimination

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- EBE Assurance Statement
- Good Faith Efforts Checklist

Attachment C: Preliminary Phase 2 Schedule

Attachment D: 3Ts for Reducing Lead in Drinking Water in Schools – Revised Technical Guidance

Attachment E: Drinking Water Sampling for Lead (Pb) Concentration in School Outlets – Generic Quality Assurance Project Plan (QAPP) for DESA and DECA

Attachment F: Proposer’s Certification of Compliance with Iran Divestment Act

Attachment G: Form of Consulting Services Agreement

**EXHIBITS: (to be included as Exhibits to Consulting Services Agreement):**

Exhibit A – Scope of Services

Exhibit B – Cost of Services

Exhibit C – Schedule of Services

Exhibit D – Insurance Requirements

Exhibit E – Equal Opportunity and Business Opportunity Program (BOP)

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**1.0 PURPOSE OF REQUEST FOR PROPOSAL**

The Rochester Joint Schools Construction Board (RJSCB) on behalf of the Rochester City School District (RCSD) seeks the professional services of an Environmental and Indoor Air Quality Consultant with expertise in various phases of design and construction of public school buildings.

The Rochester Schools Modernization Program (RSMP) is governed by the RJSCB to modernize the Rochester City Schools. This Request for Proposal (RFP) is specific to Phase 2a of the RSMP (as defined below), in accordance with Chapter 533 of the Laws of New York enacted on December 17, 2014. Although it is the intent of the RJSCB to award these services to one firm (Service Provider/Consultant), the RJSCB reserves the right to issue contracts to multiple firms that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired.

For Phase 2, the RJSCB intends to undertake 14 projects for the design, reconstruction, or rehabilitation of existing school buildings for their continued use as schools by RCSD (collectively, the “Phase 2 Projects”), which have been further defined as Phases 2a, 2b, 2c, and 2d.

**The services being requested under this RFP are for only the projects in the Phase 2a program.** At this time, the contracting plan for each of the Phase 2a Projects is based on a multiple prime contractor format with General Construction, Mechanical, Electrical, and Plumbing Contractors. The RJSCB reserves the right to change this contracting plan as necessary.

It is anticipated that the selected Service Provider will review design documents prepared for the abatement/remediation of these projects; observe and monitor execution of abatement/remediation; inspect as required; perform required testing; conduct air sampling, and document conditions according to applicable law, codes, regulations, regulatory guidelines and standards.

The Phase 2 Master Plan, approved by the RCSD Board of Education, the City of Rochester and the RJSCB, submitted to the New York State Education Department (NYSED) and New York State Comptroller, includes the following schools in Phase 2a, to which this RFP is specific:

- Monroe High School Campus, “Part A”
- Virgil I. Grissom School, No. 7
- John Walton Spencer School, No. 16
- East High School Campus

**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/SBE’s) are given the opportunity to participate in contracts with the RJSCB.

To help meet these objectives, the Business Opportunities Program (“BOP”) is designed to bring training, education and mentoring to eligible M/W/D/SBE’s 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.

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

**The Consultant shall be required to include a stipulated allowance of \$2,500 (see Fee Proposal Form) to compensate for the firm's 'key staff' to provide required periodic training/instruction/support activities related to the BOP initiative.**

All services will be provided in accordance with the governing laws, codes, rules, regulations, guidelines and standards of the State of New York, NYSED, the City of Rochester, the RJSCB, and the RCSD. The services to be provided will include compliance with all due dates and deadlines, coordination with the RJSCB/RCSD internal departments and outside consultants, as well as successful administration of work under the direction of the Phase 2a Program Manager Savin Engineers, P.C (PM).

## **2.0 ROCHESTER CITY SCHOOLS DISTRICT INFORMATION**

The RCSD is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. It has a city population of over 200,000 and a metropolitan population of over 700,000. The RCSD serves more than 30,000 students in pre-Kindergarten through Grade 12. It operates in approximately 50 buildings. The RCSD currently employs approximately 7,500 employees.

## **3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD (RJSCB) INFORMATION**

The RJSCB was established by legislation to oversee the RSMP, which is a multi-phase joint initiative of the RCSD and the City of Rochester to update and improve school facilities.

This estimated \$1.3 billion program is expected to span approximately 15 years. Construction of Phase 1 projects began in 2012. The remaining Phase 1 projects (School 12 and Monroe High School) are currently under construction and are scheduled to be completed in the summer of 2016.

It is anticipated that the Phase 2 Master Plan will receive approval from NYSED in the summer of 2016. In parallel to the Master Plan work, the RCSD authorized the RJSCB to begin design work on two "Early Start" Phase 2 projects: East High School and Monroe High School. Starting design work at these projects is critical in order to support the RCSD's new program strategy and delivery model at East High School and to connect the Phase 1 and Phase 2 projects at Monroe High School. The students at Monroe High School are currently in swing space during implementation of Phase 1 project at Monroe. In addition, Architectural services for Schools No. 7 and No. 16 have been awarded, which will complete the Phase 2a group of projects. The RJSCB has recently submitted the construction documents for Monroe High School "Part A" to NYSED and is expecting to receive approval in the summer of 2016.

## **4.0 OVERALL SCOPE AND SCHEDULE OF SERVICES**

The Service Provider selected to provide Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services for the RJSCB Project will report to the PM. Each Service Provider must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services for the Project.

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This Service Provider shall provide a full range of professional environmental consulting services including, but not limited to: those services associated with monitoring and documenting work activities being provided by a licensed remediation/abatement contractor and associated with asbestos removal; working with lead containing materials and PCB containing materials; asbestos bulk sampling, sample analysis and reporting of building materials; project abatement design; air monitoring during abatement; project monitoring during abatement; lead-based paint surveys and sampling; lead-based paint risk assessment; mold testing; and industrial hygiene to include the identification, assessment and evaluation of other potential environmental and health hazards.

Suspect materials to be tested include, but are not limited to: floor tile; pipe wrap; mud fittings; ceiling tile; paint; caulking; adhesives; insulation; water; and soil. The specific intent of these services is to monitor the remediation and abatement of the aforementioned materials, compile and submit that documentation required by NY State and Federal regulatory agencies having jurisdiction over the Phase 2a projects. In addition, these services shall include but not be limited to observing the means and methods being employed by the remediation/abatement contractor(s) for the employment of acceptable work practices per governing federal (EPA, OSHA), state (NYS DOL, NYSDOH, NYSED, NYSDEC), local laws, codes, rules, ordinances, standards, guidelines and regulations, including Industrial Code Rule (hereinafter, "Applicable Law"). All water testing in Phase 2a shall be in accordance with NYSED requirements and the guidance described in Attachments C and D.

This Service Provider shall also monitor the indoor air quality and collect samples per Applicable Law to confirm that the work environment is free from accidental release of the particulate of aforementioned materials into the air. In addition, the Service Provider shall monitor and confirm that all work by any Prime Contractor performing abatement/remediation work (each an "Abatement Contractor") shall be performed in compliance with Applicable Law.

The selected Service Provider and its employees, agents and subcontractors must maintain required professional licenses and registration throughout the life of their contract with the RJSCB.

**Performance Requirements:** Upon 24-hours' notice from the Construction Manager (CM) and/or Abatement Contractor, the Service Provider shall respond to the project site to perform such monitoring and sampling services as requested and as required by Applicable Law.

The Service Provider may be required to visit multiple sites, have personnel assigned at multiple sites and/or perform multiple types of inspections on the same day. The Service Provider shall submit, within 48 hours or in accordance with the time period set forth in the Proposal Requirements section below, a certified, typed report of each inspection, or similar service to the CM, Architect, PM, and Abatement Contractor. The Service Provider shall provide a draft report of all inspections to the CM and Abatement Contractor at the conclusion of each sampling or test. The Service Provider shall maintain a log at the project site of all visits, inspections, field observations, samples collected and deficiencies noted.

The RJSCB expects that the Service Provider brought forward as part of the proposal process will be assigned to perform service to the program through completion of Phase 2a. The Service Provider shall respond to the CM, Architect, PM, Abatement Contractor, and/or the RJSCB in a timely manner.

**Detailed Scope of Services:** The following services are required of the selected Service Provider(s):

1. Participate in pre-construction orientation with the Abatement Contractor(s);

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2. Review remediation plan with Abatement Contractor(s) and verify that all notices and applications have submitted and/or filed with the regulatory agencies and approvals (if required) have been received prior to start of work on site;
3. Provide monitoring reports to regulatory agencies per Applicable Law;
4. All environmental monitoring, field sampling and indoor air quality monitoring/sampling shall be provided by qualified personnel with appropriate credentials;
5. Conduct pre-abatement, daily, and final inspections of the work area, including inside the work area and exterior of the work area;
6. Observe the removal/abatement work. During the abatement operation provide samples including but not limited to soils, surface finishes, adhesives and insulations, loose substance and/or fluids as required for the classification and identification of materials requiring encapsulation, remediation and/or abatement per Applicable Law;
7. Monitor and document the Abatement Contractor's adherence to applicable provisions of Applicable Law. This includes, but is not limited to, all asbestos, lead, and PCB clearance testing;
8. Monitor and document the Abatement Contractor's adherence to the scope of work and provisions of the project Contract Documents;
9. Conduct pre-abatement, daily, and final air clearance sample collection;
10. Provide for the collection and processing of air samples. Provide daily inspection of the containment for adherence to Applicable Law. Document in daily field reports advice to the Abatement Contractor and CM of any noncompliant conditions;
11. Collect and process bulk samples when required. Provide for the recording of disposal transport manifests;
12. Provide daily reports of the work progress and any violations of Applicable Law pertaining to the work of the Abatement Contractor. Advise RJSCB, Architect, and the PM in writing of any violations immediately;
13. Notify the CM, Architect, and PM prior to filing an alternate work practices request with the governing regulatory agency. Provide written explanation for the deviation resulting in an alternate work practices request, and the potential impacts to schedule and cost;
14. Provide the services of an ELAP accredited and NYS Department of Health approved testing laboratory to analyze all pre-abatement background air samples, daily air samples and final clearance air samples;
15. Advise the Architect and the CM of the percentage of work completed each week;
16. Maintain and submit a written report of samples collected and analysis results;
17. Meet monthly with the CM and PM to review the Environmental Monitoring and Indoor Air



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- Quality Monitoring Plan provided by the Abatement Contractor. Provide an estimate of anticipated resource allocation and cost based on work remaining;
18. Provide project close out report as a deliverable at the end of each school project. Prepare a comprehensive document to include all sampling reports and analysis results, daily field monitoring reports, daily indoor air monitoring reports, listing of field personnel, copy of abatement personnel's certifications, marked up drawings indicating location and classification of materials identified but not removed during remediation and abatement activities, and clearance reports. Provide copy of closeout report to RSCD Facilities department, CM, and PM on behalf of RJSCB;
  19. Review and become familiar with the Contract Documents for each Phase 2a school project and the defined scope of abatement/remediation services. The Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services are to be tailored to complement those scopes of work;
  20. Promptly inform the PM of any additional task Service Provider is required to perform pursuant to Applicable Law that are not listed herein and that will require the allocation of resources and an associated cost;
  21. Familiarize itself with the NYSED regulations regarding environmental abatement/remediation protocols, and must, at a minimum, comply with all NYSED regulations even if they are more stringent than federal, state, or other local laws, rules, ordinances, standards, guidelines and regulations;
  22. Participate in meetings with federal, state and/or local regulatory agencies, as required or if requested by the RJSCB;

The abatement/remediation work is scheduled to occur between October 1, 2016 and March 31, 2020. The proposer shall take this schedule into account when preparing a proposal. The specific timing varies by school. See Attachment C for the preliminary Phase 2a schedule.

**Water Quality Sampling and Testing Services:** In addition to the above scope of services, the following will be required by the Service Provider:

1. Testing all water outlets into and out of the building including sinks, drinking fountains, hard piped appliances (including, but not limited to, ice makers, water coolers, coffee makers), and hose bibs;
2. Follow EPA guidelines for "3Ts for Reducing Lead in Drinking Water in Schools, Revised Technical Guidance." (See Attachment D)
3. Follow EPA "Generic" Quality Assurance Project Plan (QAPP) for DESA and DECA. (See Attachment E)
4. Provide to PM and the RCSD Environmental Department (Attn: Suzanne Wheatcraft) an advance copy of a Sampling Plan that shows locations and sequence on a building floor plan, starting with the lowest elevation near the water service. Sampling Plan to be submitted a minimum three (3) weeks prior to start of sampling. It should include staff involved, laboratory doing testing, length of time required, and when results will be available.

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**5.0 PROPOSAL REQUIREMENTS**

The following requirements must be met by the proposer:

**General:** The Service Provider shall provide proof that the firm is duly licensed or registered to perform the requested services in the State of New York. Proof shall include federal, state and local certifications, as applicable, for personnel employed on this project and any laboratory engaged to perform sample analysis.

The Service Provider shall provide full-time on-site staffing for the duration of the project while abatement is occurring and until satisfactory clearance is achieved by the Abatement Contractor.

**Cost Proposal:** The RFP proposal will contain a cost proposal that includes the following:

- a) An estimated total value for the work.
- b) Unit costs to include all required personnel and related expenses, equipment, disposables, reimbursable expenses, the cost of delivery of samples to the laboratory, profit, overhead and other related expenses.
- c) A per-hour and per-diem rate including all personnel and related expenses, equipment, disposables, reimbursable expenses, the cost of delivery of samples to the laboratory, profit, overhead and other related expenses. The per diem rate shall include all before-shift set up activities and after-shift sample handling, packaging and shipping activities (assume the abatement contractor will work a full 8-hour shift). Provide per hour, per diem, and overtime rates for the following personnel on the Fee Submittal Form:

Principal / Project Executive / Sr. Project Manager
Certified Industrial Hygienist
Lead & PCB Environmental Project Manager
Asbestos Environmental Project Manager
Hazmat Environmental Project Manager
Certified Lead Risk Assessor
Certified PCB Technician
Certified Asbestos Project Monitor
Certified Environmental Field Technician
Certified Asbestos Inspector
Certified Lead XRF Services
Certified Asbestos Air Technician
Administrative Support

- d) A unit cost for the following sample types on the Fee Submittal Form:

<b>PCM Air Sampling &amp; Analysis</b>
6-hour Turnaround
12-hour Turnaround
24-hour Turnaround
48-hour turnaround

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<b>TEM Air Analysis</b>
6-hour Turnaround
12-hour Turnaround
24-hour Turnaround
48-hour Turnaround
<b>TEM Bulk Sample Analysis</b>
Immediate Turnaround
24-hour Turnaround
48-hour Turnaround
<b>PLM Bulk Sample Analysis</b>
Immediate Turnaround
24-hour Turnaround
48-hour Turnaround
<b>PLM (NOB) Bulk Sample Analysis</b>
Immediate Turnaround
24-hour Turnaround
48-hour Turnaround
<b>Lead &amp; PCB</b>
Lead air sample / soil sample
PCB Sample

The Service Provider shall expand listing to cover other task and/or services requiring sampling and analysis, including, but not limited to, other regulated/controlled materials, lead, and PCB.

The Service Provider shall:

- a) Cooperate with the RJSCB, PM, RCSD, Architect, Engineer(s), CM, and Abatement Contractor.
- b) Provide qualified personnel, as required, upon notice.
- c) Perform specified inspections, sampling, and testing of materials.
- d) Comply with standard specifications and Applicable Law.
- e) Ascertain compliance of materials with the requirements of the Contract Documents.
- f) Keep records and submit reports as outlined in the Specifications for Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling services.

Should laboratory testing indicate non-compliance or failure to meet the specification requirements, the Service Provider shall immediately notify the Architect, CM, PM and Abatement Contractor to determine whether remedial action is necessary.

The RJSCB reserves the right to revise the Scope of Services prior to the execution of a contract to: (1) reflect changes arising out of this Proposal process; (2) incorporate any RJSCB requirements adopted after the publication of this RFP; and (3) incorporate any other changes it deems necessary.

The proposer must include in its proposal its acknowledgment and acceptance that sampling and monitoring not listed in the Scope of Services may be required during construction.

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The existing conditions have been assessed and reflected in the specifications for each school project. The Consultant agrees to perform additional sampling and monitoring as directed when unclassified materials are discovered during the abatement/remediation process.

**Billing Procedures:** The Service Provider, including but not limited to Environmental Monitoring and Indoor Air Quality Monitoring and Sampling Service as indicated herein, will be reimbursed on a unit cost basis up to the lump sum defined in the proposal. Additional services will be authorized, if necessary, with advance notification and prior written authorization of the CM and/or PM.

The environmental and air sampling services laboratory is to submit invoices on a monthly basis as part of the Service Provider's invoice, with the invoice indicating the project name, along with the name(s) of staff member(s), the number and dates of monitoring/air sampling services and the name of each test performed along with their associated hours and rates, and shall include the DP-3 form.

**Reimbursables:**

- a) The RJSCB will engage and pay for the services of the Service Provider. There will be a reimbursement for authorized out-of-town travel for RJSCB business.
- b) Mileage expenses for local travel to job sites/meetings within the Rochester area are non-reimbursable expenses. No reimbursable expenses will be allowed unless there is written pre-approval from the RJSCB Executive Director.
- c) All consumables, such as office supplies, copies, etc., necessary to carry out the performance of the work are not considered reimbursable. Such costs should be factored into the total value for the work.

**6.0 RECORDS AND REPORTS**

All reports shall be formatted and compliant with Applicable Law. Where conflicts in requirements occur, the more stringent provisions shall govern. Daily, interim and final project reports shall clearly identify the affected project. If the Service Provider is selected to support multiple projects, each project shall be recorded as a unique autonomous project. Detailed reports of each test or inspection shall be prepared. General information to be provided for all reports generated includes the following:

- Project name and number;
- Date of monitoring, sampling or test;
- Name of abatement project monitoring and air sampling service;
- Name of technician or monitor;
- Weather conditions;
- Locations and elevations of specific areas of monitoring, sampling or testing, referenced to gridlines;
- Description of monitoring, sampling or test;
- Reference to applicable standard;
- Summary of observations, results, and recommendations;
- Description of areas of materials requiring follow up monitoring, sampling or testing; and
- Unusual conditions.

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**7.0 DISTRIBUTION OF REPORTS**

The Service Provider shall submit reports to the CM, Architect, PM, and Abatement Contractor within 48 hours of when sample analysis results are completed. Legible handwritten reports may be submitted if final typed copies are not available within said 48 hour period.

**8.0 FINAL REPORT**

At the completion of abatement/remediation work, the Service Provider shall submit a final report of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services, affirming that the work was completed in substantial conformance with the Contract Documents and that appropriate monitoring, sampling and testing were performed.

At the completion of abatement/remediation work, the Service Provider shall compile the monitoring, sampling and test reports into a final report of project-specific special inspections. The final report of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services (the "Final Report") shall state that the required inspections have been performed and shall delineate non-conforming conditions not mitigated or resolved.

The Service Provider shall submit the Final Report by school to the CM, Architect, PM, and the Contractor within 45 days of completion of abatement/remediation work.

**9.0 COMMUNICATION**

The Service Provider shall immediately notify the CM, Architect, PM, and Abatement Contractor, by telephone and via e-mail, of test results or environmental conditions failing to comply with the requirements of the Contract Documents or Applicable Law.

The Service Provider shall immediately notify the CM and Abatement Contractor of conditions found to be in non-conformance with the Contract Documents or Applicable Law during the monitoring and inspections. If the non-conforming condition is not corrected while the Service Provider is onsite, the Service Provider shall notify the CM, Architect, and PM within 24-hours (one business day) and issue a Non-conformance Report. If the non-conforming work is not corrected within seven (7) days after issuance of the Non-conformance Report, the Consultant shall notify, in writing, the CM, Architect, PM, and Abatement Contractor.

**10.0 OWNER RESPONSIBILITIES**

The RJSCB will provide the Service Provider with a complete set of abatement drawings sealed by the Licensed Design Professional and approved by NYSED. The RJSCB will also provide the Service Provider with a copy of the Comprehensive School Facilities Modernization Plan for Phase 2.

**11.0 ABATEMENT CONTRACTOR RESPONSIBILITIES**

Abatement Contractor shall cooperate with the Service Provider and its agents so monitoring, sampling and testing may be performed without hindrance.

Abatement Contractor shall notify Service Provider at least 24-hours in advance of a required monitoring, sampling and testing.

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Abatement Contractor shall provide incidental labor and facilities to provide access to the work to be inspected; to obtain and handle samples at the site or at the source of the products to be tested; and to facilitate monitoring and inspections.

Abatement Contractor is responsible for the safe assembly and stability of scaffolding. If the monitoring, sampling and testing require the use of Abatement Contractor's scaffolding to access work areas, Abatement Contractor shall provide a competent person to perform a daily evaluation of the scaffolding to verify that it is safe to use. Abatement Contractor shall notify Service Provider of this review before each use.

Abatement Contractor shall keep the latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications at the project site for field use by the Service Provider. Abatement Contractor shall perform remedial work if required and sign non-conformance reports stating remedial work has been completed. Abatement Contractor shall submit signed reports to the Service Provider as the work proceeds.

The Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling program shall not relieve the Contractors of their obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control Program. The Contractors shall be solely responsible for construction site safety.

**12.0 RFP REVIEW CRITERIA**

The written responses to the following points shall be used as criteria for developing a list of firms that will be invited for interviews prior to final selection by the RJSCB. Please specifically identify the following for consideration that relate to the project(s) for which the firm is submitting a fee proposal(s):

- Relevant Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services experience over the past 10 years;
- Location of business operations for team members in the greater Rochester area;
- If partnering with another firm or consultant, whether the team members have worked together on previous projects;
- Specific team members assigned to the project along with their professional background, experience and qualifications;
- References received on behalf of the firm as well as for the individual project team members;
- Quality of work performed previously by the firm in the greater Rochester area (if any) according to the criteria below. Please specify projects and provide information where applicable including the name of a knowledgeable owner contact;
- Ability to meet the goals set forth in the Diversity Plan.

**Performance Criteria:** The following criteria will be used when selecting a firm for potential selection:

- Document Quality (i.e. Completeness, Accuracy, Coordination of Disciplines);
- Adherence to the RJSCB's Construction Management Standards;
- Flexibility to the RJSCB's Changes;
- Adherence to the Project Schedule;

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- Coordination with Project Management Team;
- Familiarity and understanding of the Rochester Schools Modernization Project.

The RJSCB, with its PM, will evaluate proposals based on the experience and demonstrated abilities of the firms with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which Consultant can provide the most effective Services and have the most experience and ability to provide the required Services listed herein. Minority-Owned and Women-Owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in this RFP. Contracts will be negotiated with the successful firms after approval of award by the RJSCB, and the RJSCB will use the form Consulting Services Agreement (Attachment G) to contract with successful proposer(s).

**13.0 SUBMITTAL REQUIREMENTS/RESPONDING TO THE RFP**

The following requirements must be followed in responding to this RFP:

**Submission:** Submit ten (10) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the Rochester Joint Schools Construction Board (RJSCB), located at 1776 N. Clinton Avenue, Rochester, NY 14621; Attention: Mr. Thomas Renauto, Executive Director, no later than **2:00 PM on August 25, 2016.**

- The RJSCB reserves the right to award contracts to multiple firms upon the recommendation of the PM. All of the aforementioned scope of services shall be required of the selected and assigned firm(s);
- Unit prices for services are to be submitted on the enclosed Bid Form in the Attachments.

**Statement of Qualifications:** The Service Provider's Statement of Qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration for Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services contract. Responsive proposals should provide straightforward, concise information that satisfies the requirements specified below.

Resumes of technicians and monitors shall be submitted with the bid proposal and shall identify an individual's certifications. Minimum qualifications shall be indicated in the specifications.

It is expected that monitoring, sampling, and testing will be performed by agents who have relevant experience in the category indicated. The Service Provider shall submit for review, a copy of the qualifications of the individual technicians who will be performing sampling, monitoring, and testing services.

Prior to award, the RJSCB and the PM will consult with the Architect regarding the proposal/qualifications of the proposer and the individuals who will be performing the Scope of Services.

The Service Provider shall disclose current or past business relationships or any potential conflict of interest with Contractors or Subcontractors whose work will be inspected or tested.

Each submittal shall include a Statement of Proposer's Qualifications in the form provided in this RFP on the

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stationary of the proposing firm. **The statement shall bear the signature and title of an authorized representative of the proposer.**

**The following information should be provided on the proposer's stationary and submitted with the proposal.** All questions must be answered and the data given must be clear and comprehensive. The proposer may submit any additional information desired as well:

- Name of Proposer
- Permanent Main Office Address
- Date of Organization
- Legal form of ownership. If a corporation or other entity, date and jurisdiction of incorporation or formation.
- How many years have you been engaged in the services you provide under your present name?
- Experience in work similar in scope of services and in importance to the services described in this RFP.
- List not less than three (3) client references for who services similar to this Request for Proposal are currently, or have previously been provided. Include for each client:
  - Name of Organization
  - Appropriate gross cost of agreement
  - Date services started
  - Services being provided
  - Responsible official, address and telephone number of person available as a reference.
- Whether you have you ever failed to complete any work awarded to you? If so, where and why?
- Whether you have you ever defaulted on a contract? If so, where and why?
- Describe any pending litigation or other factors that could affect your organization's ability to perform this agreement.
- Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB.
- Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.

**Sample Reports:** Examples/samples of the firm's deliverables should be included in the RFP (e.g., Non-conformance Report).

**Fee Proposal:** Refer to the Fee Submittal Form in the Attachments.

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

**Proprietary Information:** Careful consideration should be given before confidential information is submitted to RJSCB as part of a proposal. The New York State Freedom of Information Law, as set forth in Public Officers Law, Article 6, mandates public access to government records. Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, at the time of the submission of the materials, setting forth the reasons why the information should be accepted. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of



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each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". RJSCB, however, cannot guarantee the confidentiality of any information submitted.

The RJSCB reserves the right to reject any and all proposals, and to request clarification of information from any firm submitting a proposal. In addition, the RJSCB reserves the right to award the contract to the firm to its own advantage and to negotiate compensation with the preferred firm(s).

**14.0 INSURANCE REQUIREMENTS**

**Insurance Policies:** The Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services contract that will be developed for the work on this program will have the following insurance requirements. All respondents to this RFP are presumed to be able to meet these 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 /  
\$ 2 million aggregate

**Workers' Compensation:** Statutory amount

**Employer's Liability:** \$ 500,000

**Excess/Umbrella:** \$ 5 million

(for general aggregate and auto liability only):

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm 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' notice of cancellation is required. Selected firms are responsible for the payment of all insurance premiums.

All liability policies (excluding workers compensation and professional) shall also include the following as

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

**\* If a proposer does not have the above limits and endorsements in their current insurance coverage, and to do so would cost additional premium, proposers should indicate specifically what the limit or endorsement is and what the cost will be to add it in their submission in response to this RFP.**

**Indemnification & Hold Harmless:** The selected firm will be required to indemnify, defend and save harmless the RJSCB, the City of Rochester, the RCSD, Savin Engineers P.C., Gilbane Building Company, COMIDA (or another capital bonding agency to be named by RJSCB), and their officers, agents, and employees as set forth in the indemnity provision in the form of Consulting Services Agreement attached as Attachment G.

#### **15.0 INTERVIEW/SELECTION PROCESS**

Proposals will be reviewed, evaluated, and scored by a panel composed of RSMP and RJSCB staff, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time and location. It is anticipated that potential firms will be notified by **5:00 p.m. on September 2, 2016** regarding interviews, which are **anticipated for the week of September 5, 2016**.

After the interviews have taken place, the firm(s) will be contacted regarding contract execution. Final selection of the firm is expected to occur at the RJSCB meeting on **September 12, 2016**. RJSCB will use the Form of Consulting Services Agreement (Attachment G) to contract with the successful proposer(s).

#### **16.0 QUESTIONS**

Prospective Service Providers are entitled to ask questions about the RFP and the nature of the services being solicited in accordance with the procedure for the submission of such questions specified in this RFP.

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to [trenauto@aol.com](mailto:trenauto@aol.com) by Noon on **August 18, 2016**. Submitted questions and answers will be provided to all solicited firms via email by Addendum by 5:00 PM on **August 22, 2016**, barring any unforeseen circumstances.

#### **17.0 EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITIES PROGRAM (BOP)**

##### EQUAL OPPORTUNITY

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.

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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 RJSCB 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.

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantaged Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a RJSCB 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 Business and Disadvantaged Businesses.

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 RJSCB contract of \$25,000 or more (and \$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, supervisory staff and professionals;
- **Female Workforce:** 8 % of project personnel, including skilled trades people, trainees, journeymen, apprentices supervisory staff, and professionals.

The RJSCB is also committed to the meaningful participation of qualified minority-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet its commitment, all contractors, suppliers, professional service firms, and/or other business entities providing goods and services under a RJSCB contract of \$25,000 or more 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, the selected 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 RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase 2 of the RSMP.

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The Consultant must submit all diversity program (DP) compliance forms (attached) in accordance with the instructions set forth therein. All initial and monthly DP forms must be complete with all necessary certifications included, and timely submitted to the Independent Compliance Officer (ICO), for approval prior to award of contract by the RJSCB, or as a pre-condition of payment after the contract award.

**BUSINESS OPPORTUNITY PROGRAM (BOP)**

The RJSCB recognizes the need to take action to ensure that Minority and Women-Owned, Disadvantaged and Small Business Enterprises (M/W/D/SBE's) are given the opportunity to participate in contracts with the RJSCB. To help meet these objectives, the Business Opportunities Program (BOP) is designed to bring training, education and mentoring to eligible M/W/D/SBE's 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/SBE's capable of bidding on construction contracts, educate and train business owners in specific construction related areas, and to improve small contractors' management, organization and overall skills by teaching them new strategic tools to support the growth of their businesses.

**BOP Allowance**

**The Consultant shall be required to include a stipulated allowance of \$2,500 (see Fee Proposal Form) to compensate for the firm's 'key staff' to provide periodic training/instruction/support activities related to the RJSCB's BOP initiative.**

**18.0 PROCUREMENT PROCESS**

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposals includes and imposes certain restrictions on communications between the RJSCB and an Offerer during the procurement process. **An Offerer/Bidder is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the RJSCB ("restricted period"), to other than the RJSCB's Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).** The RJSCB's Procurement Officer(s) for this Governmental Procurement, as of the date hereof, is identified in this Request for Proposals. RJSCB employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/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 Offerer/Bidder is debarred from obtaining government procurement contracts. Further information about these requirements may be obtained from the Procurement Officer.

<b>Procurement Officer:</b>	Mr. Thomas Renauto Executive Director Rochester Joint Schools Construction Board 1776 North Clinton Avenue Rochester, NY 14621 Phone: (585)-512-3806
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**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 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;
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

_____ *LEGAL NAME OF FIRM OR CORPORATION	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ PRINTED 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.

**APPENDIX B**

**OFFERER'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 Offerers as to the Offerer's understanding of an 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:

*Offerer 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

\_\_\_\_\_  
PRINTED 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.

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**APPENDIX C**

**OFFERER 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.

_____	_____
*LEGAL NAME OF FIRM OR CORPORATION	SOCIAL SECURITY OR TAX ID NUMBER
_____	_____
ADDRESS	PHONE NO.
_____	_____
CITY, STATE, ZIP CODE	FAX NO.
_____	_____
NAME OF AUTHORIZED SIGNATURE	TITLE OF AUTHORIZED SIGNATURE

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

BY: \_\_\_\_\_  
(Signature)

DATED: \_\_\_\_, 20 \_\_\_\_

**APPENDIX D**

**FORM OF OFFERER 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:

---

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)



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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)

Offerer 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: \_

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**ATTACHMENT A**

**FEE SUBMITTAL FORM**

It is the intent to enter into a unit price agreement with an Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services firm. Please submit a fee proposal to include the all anticipated unit costs.

<b>Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services</b>			
<b>ITEM DESCRIPTION</b>	<b>REFERENCE STANDARD</b>	<b>PER UNIT</b>	<b>COST / UNIT</b>
<b>Monitoring Services</b>			
Principal / Project Executive / Sr. Project Manager		hour	
Certified Industrial Hygienist		hour	
Lead & PCB Environmental Project Manager		hour	
Asbestos Environmental Project Manager		hour	
Hazmat Environmental Project Manager		hour	
Certified Lead Risk Assessor		hour	
Certified PCB Technician		hour	
Certified Asbestos Project Monitor		hour	
Certified Environmental Field Technician		hour	
Certified Asbestos Inspector		hour	
Certified Lead XRF Services		hour	
Certified Asbestos Air Technician		hour	
Administrative Support		hour	
<b>PCM Air Sampling &amp; Analysis</b>			
6-hour Turnaround		Per sample	
12-hour Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour turnaround		Per sample	
<b>TEM Air Analysis</b>			
6-hour Turnaround		Per sample	
12-hour Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>TEM Bulk Sample Analysis</b>			
Immediate Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>PLM Bulk Sample Analysis</b>			
Immediate Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>PLM (NOB) Bulk Sample Analysis</b>			
Immediate Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>Lead &amp; PCB</b>			
Lead air sample / soil sample		Per sample	
PCB Sample		Per sample	

**Business Opportunities Program Participation Maximum Allowance: \$2,500.**

## ATTACHMENT B

### DIVERSITY PROGRAM (“DP”) FORMS

#### INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

**1. DP -1: SCHEDULE OF EBE PARTICIPATION**

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., MBE’s, WBE’s and DBE’s).

**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)**

**4. 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.

**5. INSTRUCTIONS FOR DP-3a (MONTHLY EBE UTILIZATION REPORT)**

**6. DP – 3: 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.

**7. PROMISE OF NON-DISCRIMINATION**

**8. EBE ASSURANCE STATEMENT**

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

**9. 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 Bidder/ Proposer undertook in attempting to meet Diversity Program goal.

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<b>EBE UTILIZATION PLAN (DP-1)</b>		<b>Rochester Schools Modernization Program</b>		
1. Project :		2. Bidding on Contract No./Contract Description		
3. Bidding contractor Name / Address / Phone No. / Fax No. / FEIN		4. Bid Submittal Date (MM/DD/YY)		
		<input type="checkbox"/> Original DP-1	<input type="checkbox"/> Revised DP-1	
Rev. Date: _____, 20__				
<b>Project Goals: MBE – 17%    WBE – 10 %    DBE – 3 %    SBE – 3 %</b>				
6. Name/Address/Phone No. 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
<b>The undersigned, being an authorized representative of the bidding company, hereby certifies that the above information is accurate, and that bidder 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.</b>				
[Bidding Company's Official Printed Name and Title]: _____				
Authorized Signature: _____ Print Name: _____ Title: _____ <b>The</b>				
<b>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.</b>				

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

*This form is to be completed and submitted to the ICO 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 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 ICO 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 ICO for consideration. The undersigned will enter into a written agreement for the work described upon the approval of the ICO and award and execution of a contract with RJSCB to the bidder.

\_\_\_\_\_

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Bidding Contractor 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 Date

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Company Officer Signature Date

---

**For RJSCB Use Only**

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

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

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 2016. 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 ( )1<sup>st</sup> 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 1<sup>st</sup> Tier Project contract. If you are a 1<sup>st</sup> 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.  $(6a.F/(6a.M+6a.F))$

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(8. cont'd) 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. Attached as many pages as necessary.



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

**Diversity Goals: Minority – 22% Women – 8%**

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

**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 1<sup>st</sup> 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 1<sup>st</sup> tier contract. This submission shall be made as part of the monthly payment requisition package and to the ICO. If after the start and prior to the completion of the 1<sup>st</sup> tier contractor’s scope, the 1<sup>st</sup> tier contractor does not submit a monthly payment requisition package, the 1<sup>st</sup> 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.

In addition to required submissions noted above, the same submissions must be made by the 1<sup>st</sup> tier contractor directly to the ICO no later than the 5<sup>th</sup> day of the following month. (e.g., November 2016 DP-3’s/RSMP or No-Labor Notice(s) must be received by December 5, 2016.)

**DDP-3A**  
**MBE/WBE/DBE/SBE MONTHLY UTILIZATION REPORT**  
**Rochester Schools Modernization Program**

\_\_\_\_\_/\_\_\_\_\_  
Month                  Year

Project Name: \_\_\_\_\_  
Contract No.: \_\_\_\_\_  
Contractor / Vendor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Change Orders to Date: \_\_\_\_\_

Original Contract: \_\_\_\_\_  
Current Contract: \_\_\_\_\_  
MBE % of Current Contract: \_\_\_\_\_  
WBE % of Current Contract: \_\_\_\_\_  
DBE % of Current Contract: \_\_\_\_\_  
SBE % of Current Contract: \_\_\_\_\_

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 Amnt of Invoices Submitted to Date	Cancelled Checks Submitted to Date

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

\_\_\_\_\_  
**Contractor \ Vendor Representative Signature**

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**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, 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)

**Request for Proposal:  
Environmental and Indoor Air Quality Monitoring**

**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 ICO 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.**

**Request for Proposal:  
Environmental and Indoor Air Quality Monitoring**

**GOOD FAITH EFFORTS CHECKLIST**

The Rochester Joint School's Board (RJSCB) welcomes your participation in the Rochester Schools 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 EBE's 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, EBE's 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 EBE's, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

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

**Request for Proposal:  
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(GOOD FAITH EFFORTS CHECKLIST continued)

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.

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

**Request for Proposal:  
Environmental and Indoor Air Quality Monitoring**

(GOOD FAITH EFFORTS CHECKLIST continued)

3. 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

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



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**ATTACHMENT C**

**PRELIMINARY PHASE 2 SCHEDULE**

<b><u>Project Name</u></b>	<b><u>Design Schedule</u></b>	<b><u>Construction Start</u></b>	<b><u>Construction Complete</u></b>
Monroe High School (Part A)	2015	2016	2017
School 7	2016	2017	2018
School 16	2016	2017	2018
East High School Campus	2015	2017	2020

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**ATTACHMENT D**

**3Ts FOR REDUCING LEAD IN DRINKING WATER IN SCHOOLS – REVISED TECHNICAL GUIDANCE**

**Please get EPA document from their website:**

[https://www.epa.gov/sites/production/files/2015-09/documents/toolkit\\_leadschools\\_guide\\_3ts\\_leadschools.pdf](https://www.epa.gov/sites/production/files/2015-09/documents/toolkit_leadschools_guide_3ts_leadschools.pdf)

**Request for Proposal:  
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## **ATTACHMENT E**

**DRINKING WATER SAMPLING FOR LEAD (Pb) CONCENTRATION IN SCHOOL OUTLETS – GENERIC  
QUALITY ASSURANCE PROJECT PLAN (QAPP) FOR DESA AND DECA**


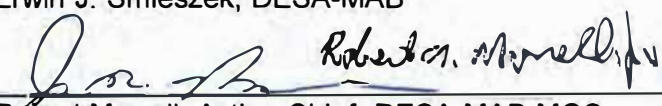

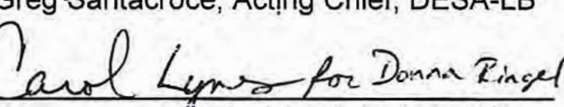


# Drinking Water Sampling for Lead (Pb) Concentration in School Outlets

## “Generic” Quality Assurance Project Plan (QAPP) for DESA and DECA



**Conducted by:** U.S. Environmental Protection Agency, Region 2  
Division of Environmental Science and Assessment  
Edison, New Jersey

**Approvals:**

<b>Project Officer(s):</b>	 _____ Thuah Tran, DESA-MAB-MOS Erwin J. Smieszek, DESA-MAB	<u>6/10/2015</u> Date
<b>Project Manager(s):</b>	 _____ Robert Morrell, Acting Chief, DESA-MAB-MOS John Bourbon, Acting Chief, DESA-MAB	<u>6/10/2015</u> Date
<b>Laboratory Manager:</b>	 _____ Greg Santacroce, Acting Chief, DESA-LB	<u>6/10/2015</u> Date
<b>EPA QA Officer:</b>	 _____ Donna Ringel, QAO, DESA-MAB-AWQAT	<u>6/10/2015</u> Date
<b>Program Manager:</b>	 _____ Evangelia Palagian, DECA-WCB-GCS	<u>6/19/2015</u> Date
<b>Project Manager(s):</b>	 _____ Nicole Kraft, Chief, DECA-WCB-GCS Doug McKenna, Chief, DECA-WCB	<u>06/18/2015</u> Date

Effective Date – Last signature on page

Note – This QAPP replaces the March 31, 2009 QAPP and addendums in its entirety.

Appendix E – School District (SD) Specific QAPP will be used for future School Sampling events instead of generating a new QAPP.

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### Appendices

A	3Ts for Reducing Lead in Drinking Water in Schools: Revised Technical Guidance, December 2005; Errata to 3Ts, October 2006
B	EPA Region 2 – Standard Operating Procedures for Field Activities (SOP4FA), December 2006
C	School outlet spreadsheet
D	Chain of Custody (COC) Form
E	Short-form QAPP with list of schools to be sampled
F	Example of Flush Tag

### 3. Distribution List (A3)

Appendix E will include the names and phone numbers of the Program Manager, Project Managers, Project Officers, QA Officer, Laboratory Manager and School District (SD) Point of Contact (POC).

The EPA Region 2 and SD Point of Contact are as follows:

Name	Title	Location	Phone	E-mail
Thuan Tran	DESA Project Officer	2890 Woodbridge Ave, Edison, NJ 08837	732.321.4455	<a href="mailto:tran.thuan@epa.gov">tran.thuan@epa.gov</a>
Erwin J. Smieszek	DESA Project Officer	2890 Woodbridge Ave, Edison, NJ 08837	732.321.6718	<a href="mailto:smieszek.erwin@epa.gov">smieszek.erwin@epa.gov</a>
Robert Morrell	DESA Project Manager	2890 Woodbridge Ave, Edison, NJ 08837	732.906.6804	<a href="mailto:morrell.robert@epa.gov">morrell.robert@epa.gov</a>
John Bourbon	DESA Project Manager	2890 Woodbridge Ave, Edison, NJ 08837	732.321.4469	<a href="mailto:bourbon.john@epa.gov">bourbon.john@epa.gov</a>
Donna Ringel	DESA QA Officer	2890 Woodbridge Ave, Edison, NJ 08837	732.321.4383	<a href="mailto:Ringel.donna@epa.gov">Ringel.donna@epa.gov</a>
Greg Santacroce	DESA Laboratory Manager	2890 Woodbridge Ave, Edison, NJ 08837	732.906.6994	<a href="mailto:santacroce.greg@epa.gov">santacroce.greg@epa.gov</a>
Evangelia Palagian	DECA Program Manager	290 Broadway 20 <sup>th</sup> Floor New York, NY 10007	212.637.4246	<a href="mailto:palagian.evangelia@epa.gov">palagian.evangelia@epa.gov</a>
Nicole Kraft	DECA Project Manager	290 Broadway 20 <sup>th</sup> Floor New York, NY 10007	212.637.3093	<a href="mailto:kraft.nicole@epa.gov">kraft.nicole@epa.gov</a>
Doug McKenna	DECA Project Manager	290 Broadway 20 <sup>th</sup> Floor New York, NY 10007	212.637.4244	<a href="mailto:mckenna.douglas@epa.gov">mckenna.douglas@epa.gov</a>
TBD – Appendix E	SD Point of Contact (POC)	TBD – Appendix E	TBD–Appendix E	TBD – Appendix E

### 4. Project/Task Organization (A4)

The DECA Program Manager (“Program Manager”) is responsible for overall management of the 3Ts program including targeting of schools to be sampled, initiating communication with and serving as the liaison between EPA, state/local health departments, public water system (if applicable) and school district. The program manager provides the objectives for the proposed sampling, distributes copies of the final EPA field and analytical results to the SD and evaluates the need for further action. The Program Manager is also responsible for maintaining the documents listed under Program Manager in Section 17 and any follow-up documentation.

The DESA and DECA Project Manager(s) (“Project Managers”) are responsible for general project oversight.

The DESA Project Officer(s) (“Project Officer”) are responsible for project planning, preparation of the Generic QAPP (this document) and SD specific QAPP (Appendix E). Also, Project Officers are responsible for equipment purchase, preparation of field activities, supervision of sampling, documentation of field activities, and preparation of the Field Walk-thru Report, Field Sampling Summary Report and Final Project Report. In addition, the Project Officer(s) are responsible for quality assurance (QA) activities in the field and for maintaining the documents listed under Project Officer in Section 17.

The Quality Assurance Officer (QAO) is responsible for reviewing the QAPP, and resolving any QA issues that may arise during the project for the United States Environmental Protection Agency (USEPA).

The DESA Laboratory Manager (“Laboratory Manager”) is responsible for supervising laboratory analyses to be performed in the Laboratory (USEPA Region 2). This includes oversight of all QA requirements in the laboratory, data review and qualification of the data. The Laboratory Manager is also responsible for providing the Laboratory Data Report (LDR) to the Project Managers, Project Officer and Program Manager and maintaining the documents listed under Laboratory Manager in Section 17.

The SD Point of Contact (POC) will provide the following information as specified in the revised 3T’s document (Appendix A) to EPA Region 2. This includes, but is not limited to, plumbing profiles, a list of schools with physical addresses, school floor plans, school/custodian contact names/phone numbers, completing Appendix C, access to schools, flushing school water system (if required) and notifying schools when sampling is in progress. The SD POC is also responsible for making public any test results and identifying activities they are pursuing to correct any lead problems found.

The sampling team staff are responsible for ensuring that field activities are conducted in accordance with this QAPP.

## **5. Special Training Needs/Certification (A8)**

The sampling team’s lead Project Officer is trained and experienced in the collection of drinking water samples as required by EPA Order 3500.1. Monitoring Assessment Branch (MAB) staff have several years of experience in the collection of drinking water samples as evidenced by previous school sampling events in New York and New Jersey.

EPA sampling personnel are required to have satisfactorily completed health and safety training prior to engaging in field sampling as required by EPA Order 1440.2. EPA Order 1440.2 requires field personnel to complete a minimum of 24 hours of health and safety training; maintain this certification by meeting the requirements for the annual eight (8) hour health and safety refresher training; and be enrolled in EPA’s medical monitoring program.

Laboratory personnel designated to analyze the samples have successfully completed required demonstrations of capability for the methods used. The Laboratory is a certified drinking water laboratory for the parameter and analytical method being used.

Assessments of the Laboratory capability are conducted on a bi-annual basis by the New Hampshire Environmental Laboratory Accreditation Program. The Laboratory is NELAP accredited for analysis of Lead (Pb) in Potable Water by EPA Method 200.8. The Laboratory Manager has responsibility for correction of all deficiencies in their laboratory program.

## 6. Problem Definition/Background (A5)

### 6.1 Problem Definition

The overall objective is to determine the lead (Pb) concentration at drinking water outlets (point of use) within the SD schools so that the SD can take corrective action(s) as necessary.

For lead (Pb), the sampling teams will collect a first draw (initial) sample immediately when the water is turned on, keep the water running for 30 seconds, and then collect a follow-up (30 second) sample.

The analytical results and field data will be used by program manager and the school district to make a determination as to whether drinking water distributed from outlets (i.e. fountains, bubblers, and faucets) is contaminated with lead (Pb). If a first draw (initial) or follow-up (30 second) cold water sample is found to contain lead (Pb) at a concentration greater than 20 micrograms per liter (ug/L) or parts per billion (ppb) at the point of use, the Program Manager will provide guidance to the SD on how to remediate.

### 6.2 Background

Lead (Pb) is a toxic metal that can be harmful to human health when ingested. Young children are particularly sensitive to the effects of lead (Pb) because their bodies are still undergoing development. Lead (Pb) can get into drinking water by being present in the source water or by interaction of the water with plumbing materials containing lead (Pb) (through corrosion). Common sources of lead (Pb) in drinking water include: solder, fluxes, pipes and pipe fittings, fixtures, and sediments. Thus, it is possible that different water outlets in a given building could have dissimilar concentrations of lead (Pb).

There is no federal law requiring testing of drinking water in schools, except for schools that have their own water supply and would be subject to the Safe Drinking Water Act (SDWA) of 1974 as amended in 1986 and 1996. The 1988 Lead Contamination Control Act (LCCA) is aimed at identifying and reducing lead (Pb) in drinking water in schools and child care facilities.

In April 1994, EPA prepared two guidance documents to assist municipalities in meeting the requirements of the LCCA, *Lead in Drinking Water in Schools and Non-Residential Buildings* EPA 812-B-94-002 and *Sampling for Lead in Drinking Water in Nursery Schools and Day Care Facilities*, EPA 812-B-94-003. In December 2005, as amended in October 2006, EPA issued the revised technical guidance document *3Ts for Reducing Lead in Drinking Water in Schools (EPA 816-B-05-008)* which replaced the *Lead in Drinking Water in Schools and Non-Residential Buildings* (EPA 812-B-94-002) document. The 3Ts revised technical guidance document is meant to assist school officials in implementing programs and policies to reduce children's exposure to lead (Pb) in drinking water in schools.



## 7. Project/Task Description (A6)

The EPA will provide assistance to the SD for the initial round of drinking water sample collection, including analytical support. At the request of DECA, DESA may conduct sampling of remediated outlets.

EPA has agreed to collect and analyze drinking water samples from the drinking water outlets (i.e. fountains and bubblers), food preparation outlets (i.e. cafeteria, kitchen and home economics classrooms) and other potential ingestion outlets (i.e. teacher's lounge, nurse, special education classrooms and medical office). EPA will not collect samples from ice makers, central chillers, bottle water dispensers [regulated by The Food and Drug Administration (FDA)]. EPA may collect samples from bathroom sinks (evidence of cups/toothbrushes) or custodial sinks (used to fill large sports containers), depending upon information provided by the school official or lead Project Officer's best professional judgment.

The Laboratory will provide first draw (initial) and follow-up (30 second) sample analysis of lead (Pb) in up to ten (10) schools. If the need arises for additional schools, the Program Manager will provide a request to the Project Officer. The Project Officer will submit a request to DESA Project Managers and Laboratory Manager for approval.

The estimated project schedule is as follows:

DECA Initial Project Request:	Information (i.e. SD, school names) to begin project.
Field Walk-thru Report:	Within two (2) weeks of final school walk-thru
QAPP – Appendix E:	Prior to sampling
Field Sampling Summary Report:	Within five (5) business days of field sampling
Laboratory Data Report:	Within two (2) weeks of last school sample receipt
Final Project Report:	Within two (2) weeks of receipt of analytical data

## 8 Quality Objectives and Criteria for Measurement Data (A7)

### 8.1 Precision

The Laboratory will perform replicate analysis of known samples (Laboratory Control Standard) to assess method precision. The acceptance criterion for replicate analysis is a maximum of 20 percent (%) Relative Percent Difference (RPD).

### 8.2 Bias

The Laboratory will perform analysis of laboratory Fortified Blanks to assess accuracy/bias. The acceptance criterion for accuracy is for the results to be within plus or minus  $\pm 15\%$  recovery of the known value.

A Field Reagent Blank (FRB) will be collected for each school as required in Method 200.8 Section 8. FRB are used to determine whether the field or sample transporting procedures and environments have contaminated the sample.

If the FRB is reported at or below the laboratory's reporting limit (1.0ug/L) for Lead (Pb), then no action is required for the samples associated with that FRB.

If the FRB is reported above the laboratory's reporting limit (1.0ug/L) for Lead (Pb), then the sample(s) result associated with that FRB will be as follows:

If a sample result is more than ten times the FRB concentration, then the sample result will not be qualified and may be reported as submitted by the laboratory;

If a sample result is less than ten times the FRB concentration then the sample result will be qualified. The true value of the qualified sample is less than the value reported.

For example,

if the FRB is 3.0ug/L and the sample result is 12ug/L;  
(3.0ug/Lx10 = 30ug/L; 30ug/L is > 12ug/L);  
then the sample result(s) is qualified.

Because the sample result(s) are qualified, the next course of action may be require manager consultation and documentation in the field summary report, see Section 16.1.

### **8.3 Representativeness**

The sampling effort is designed to identify all drinking water outlets, within a school, where there is a potential for water consumption (i.e. fountains, bubblers, etc...), food preparation outlets (i.e. cafeteria, kitchen and home economics classrooms) and other potential ingestion outlets (i.e. nurse, special education classrooms and medical office) that may require corrective action. EPA may conduct random sampling depending on the circumstances and will be documented in Appendix E.

### **8.4 Comparability**

The analytical methodology for this project is standard analytical methodology for drinking water (40 Code of Federal Regulations Part 141), ensuring that the data may be compared directly to EPA's 3T's drinking water action level for Lead (Pb) in schools that is greater than 20ug/L.

Analytical results from the first draw (initial) and the follow-up (30 seconds) samples will be compared to assist in determining the source of Lead (Pb) contamination. An appropriate corrective measure must then be taken by the SD.

Results should not be used to assess compliance with the action levels in EPA's Lead and Copper Rule.

## 8.5 Completeness

In order to satisfy the objective of the project, samples will be collected from drinking water outlets, as described in this QAPP.

One hundred percent (100%) of collected samples will be analyzed and reported.

## 8.6 Sensitivity

The Laboratory's Reporting Limit (RL) for the determination of Lead (Pb) in drinking water samples, using EPA Method 200.8 (Laboratory SOP DW-8) is 1.0ug/L which is below the EPA recommended action level of greater than 20ug/L and meets the objectives of this project.

## 9 Non-Direct Measurement (Secondary Data) (B9)

EPA internal/external secondary data is not required for this project.

## 10 Field Monitoring Requirements

Sampling may occur in the morning hours before schools are open, or on weekdays or weekends when no school activities are expected. This will minimize the potential for people in the building and using water during the sampling survey.

### 10.1 Monitoring Process Design

The sampling design, described below, is based in part upon the 3T's Guidance (see Appendix A).

#### a. Pre-planning

The School District will provide to EPA Region 2, for each school:

- a school outlet spreadsheet (Appendix C);  
The school outlet spreadsheet will assist in determining how many outlets are to be sampled in each school.  
  
a plumbing profile will assist in determining which outlets will be sampled. The SD representative who is collecting the plumbing profile information should ensure that the outlets are functioning properly and are not leaking. Repairs should be made to the leaking outlets prior to sample collection (Appendix A p.30). For outlets that are not repairable, the SD should determine the best option to address the leaking outlet.
- potable water plumbing diagrams (if available);  
The plumbing diagram should include the water main(s), headers, laterals and risers. This information will assist in determining how the potable water piping flows in the building and the order in which samples will be collected.
- Two (2) copies of the school floor diagrams (footprint), including trailers used as

classrooms.

One copy of the school floor diagram should have the classroom numbers and the following locations labeled: Water Main (WM), drinking water outlets [bubblers (A), bubblers with individual chillers (B), water coolers (C)], food preparation outlets [cafeteria, kitchen and home economics class faucets (F)] and other potential drinking water outlets [nurse, special education classroom, teacher's lounge], and any other room used for water consumption.

The second copy, with classrooms labeled, is for EPA's use during EPA's walk-thru and/or sampling event.

Samples should be collected during the school year before the facility opens and before any water is used. Ideally, the water should sit in the pipes unused for at least 8 hours but no more than 18 hours before a sample is taken. However, water may be more than 18 hours old at some outlets that are infrequently used. If this is typical of normal use patterns, then these outlets should be sampled.

However, during vacations, weekends and holidays, the water will have remained stagnant for too long and would not represent the water used for drinking during most of the days of the week. If sampling is to occur during one of these scenarios, the SD may choose to flush the school's water distribution system prior to sampling to simulate normal use patterns. The Program Manager will request a letter from the SD which states that the SD has decided to flush or not to flush the school's water distribution system prior to water sampling. The Program Manager will provide a hard copy and/or electronic copy of the SD letter to the lead Project Officer.

### **b. Day prior to sampling**

The water should sit in the pipes unused for at least eight (8) hours but not more than 18 hours before a sample is collected.

Turn off lawn sprinkler systems and any outdoor water features (i.e. cascading fountain).

Post signs throughout the school (i.e. entrances) indicating that water sampling will be conducted and that water cannot be used.

Notify staff in advance of EPA sampling event that water should not be used in the building(s) (i.e., toilets should not be flushed; etc.).

In the event that flushing will occur prior to the sampling event, the SD will be responsible for:

- Placing "Flush Tags" directly above or on the flushed outlet. The flush tags should provide, at a minimum, the SD name, school name and address, location of sample outlet (i.e. near classroom xxx), flush date, start and end times (in military time) of flushing and the person responsible for performing the flushing (see example Flush Tag in Appendix F).

### **c. Day of sampling**

Upon arrival at each school building, the EPA sampling team will confirm with the SD representative, typically the school custodial engineer, that no water outlets, including sprinkler systems, in and around the school were utilized for at least 8 hours.

If a walk-thru was conducted during the pre-planning process (Section 10.1a), then sampling can begin. However, if a walk-thru was not conducted during the pre-planning process (Section 10.1a), EPA, along with the SD representative, will conduct a walk-thru of each room to confirm each water outlet on the school floor diagram. EPA will note the type of water main [i.e., brass, galvanized, lead (dull gray – soft enough to be scratched with a key)], any water leaks at any water outlet or any other observation (i.e. additional outlets not on the floor diagram, signs of corrosion, filter attached to outlet).

After the walk-thru is complete, the sampling team will determine the order of sample collection, number of outlets, and location of each outlet that will be sampled from the information gathered during the walk-thru, the plumbing profile (if available) and the plumbing diagram (if available). Typically, sampling begins closest to the water main and continues to the furthest sampling outlet. However, if the information does not provide the knowledge necessary to make professional judgments, then every potable water outlet will be sampled with the exception of the outlets described in Section 7 that are not drinking water outlets. It is important that the custodial engineer/principal make periodic announcements on the school intercom during the sampling process to re-state that water testing is in progress and that water should not be used until notified. The sampling team will prepare a diagram of each building, identifying the location of each outlet sampled. Each outlet will be given a unique identification number, which is recorded on the Chain of Custody (COC) and the underside of the sampling outlet so that any outlet sampled can be returned to in the future, if re-sampling is necessary.

## **10.2 Monitoring Methods (B2)**

Equipment and supplies that will be needed to perform the sampling survey are ASTM Type I reagent-grade water for FRB, latex non-colored gloves, certified pre-cleaned HDPE 250mL single use rigid sample containers (“sample container”), weatherproof labels, COC forms (Appendix D), bound numbered logbook for field notes, indelible ink pen/marker, camera and coolers.

The EPA sampling team will consist of a lead Project Officer and a sampler.

The lead Project Officer will have the following responsibilities:

- Preparation of pre-printed waterproof labels, which will include, the SD name, school name, sample station identifier, parameter to be analyzed, date of collection and any preservation technique used;
- For this project, a COC form (Appendix D), was developed to include field sample information. Instructions for filling out the COC are on the back of the form (i.e. development of a unique sample identifier). The unique sample ID will be recorded, with indelible ink, onto the pre-printed waterproof labels and schematic diagram;
- Prior to the sampling event, the lead Project Officer will collect from the Laboratory ASTM Type I reagent-grade water (RGW) into a sample container

that will be used as a FRB as outlined in Method 200.8. The lead PO will transport this container with RGW to the school to be sampled. Before the first sample is collected the RGW collected at the Laboratory will be transferred to another sample container near the first sample location inside the school building. This FRB sample will be stored and transported in the same cooler, handled and preserved in the same manner as the samples collected at that school.

The sampler will have the following responsibilities:

- Communicating to the lead Project Officer, outlet observations such as, any automatic sensors, odors, change in water color, low water flow, outlet water leaks (i.e. 1 second drip), irregular water spray, if a filter is attached, if the screen/aerator is on/off the outlet or if the water becomes warm/hot.
- For each outlet sampled, a new pair of non-colored latex gloves will be used to collect both the first draw (initial) and follow-up (30 seconds) samples. This is to minimize the potential for cross contamination of sample outlets by sampling personnel. The water will be collected from the outlet directly into each container;
- Transcribing the sample ID, in indelible marker, on the underside of the sampling fixture, in the event the SD has to re-visit the sampling location;
- Removing the “flush tag” (if applicable) from the sampled outlet and provide to the lead Project Officer;
- The sampler will follow the protocols provided below for the various types of cold water outlets:

**For faucets (1F/2F), bubblers (1A/2A) and bubblers with individual chillers (1B/2B)**

If a drinking water fountain has multiple outlets, one outlet will be selected for sampling. The selected outlet will be the furthest from the source of the water, or if indeterminate, the outlet on the left side for consistency. If a faucet and bubbler are attached to the same outlet, then only the bubbler will be sampled.

For faucets (1F/2F), bubblers (1A/2A) and bubblers with individual chillers (1B/2B) having a reservoir less than 500mL, the below sampling procedure will be followed (if reservoir is greater than 500mL see Water Cooler (1C/2C):

- For the first-draw (initial), water is collected into a sample container. The water will be collected immediately after turning the outlet on without allowing any water to run into the drain. This analytical result will indicate whether the outlet, valves, fittings and/or the section of plumbing closest to the outlet, is the source of any lead (Pb).

- For the follow-up (30 seconds) sample, water will be collected into another sample container after allowing the water to flow for 30 seconds. The analytical result will be used to determine whether the header/riser pipe that supplies that outlet with water is a source of lead (Pb). This sample will also indicate the extent to which a brief flush can provide temporary remediation at outlets where elevated lead (Pb) levels are detected in the first draw (initial) sample.

If there are circumstances, such as water pressure loss or a discharge pattern that prevents water from being collected within the sample container, that information will be communicated to the lead Project Officer. This information will be recorded into the field logbook by the lead Project Officer.

### **For water coolers (1C/2C)**

Note, for bubblers with individual chillers (1C/2C) having a reservoir greater than 500mL, the below sampling procedure will be followed:

- For the first-draw sample (1C), water is collected into a 250mL sample container before any water is used. Collect the water immediately after turning the water cooler on without allowing any water to run into the drain. Once the 250mL sample container is filled, turn off the water cooler.

**NOTE: After the last school sampling outlet has been collected, then water cooler follow-up (15 minute) samples (2C) will be collected.**

- For the follow-up (15 minute) sample (2C), let the water from the outlet run for 15-minutes before collecting the sample into another 250mL sample container. The 15 minute flush is necessary to ensure that no stagnant water is left in the storage unit and the water collected will be in contact with the header and riser piping upstream of the cooler.

Each school will have a separate sample cooler or box which will contain the FRB and the other samples collected. The samples will be transported by EPA personnel to the Laboratory. The laboratory will preserve all samples with laboratory grade concentrated nitric acid (HNO<sub>3</sub>) to a pH of 2 standard units (SU) or less within 48 hours of sample receipt. The analytical method allows samples to be preserved within 14 days from sample collection.

### **10.3 Field Quality Control (QC) (B5)**

The FRB analytical results will determine whether field or sample transporting procedures is a cause of sample contamination (see Section 8.2 Bias).

Prior to the sampling event, the lead Project Officer will collect a 250mL or 1L ASTM Type I reagent-grade water from the Laboratory which will be used for the FRB. At the school and prior to the first sample collected at a school, the ASTM Type I reagent-

grade water will be transferred into a sample container which will be identified as the FRB sample.

The ASTM Type I reagent-grade water will either be supplied by the Laboratory or purchased thru a vendor. The 1L and 250mL sample containers are purchased pre-cleaned with “Certificates of Compliance” documenting cleanliness. Sample containers are single use.

## 11 Analytical Requirements

### 11.1 Analytical Methods (B4)

Analyte	Analytical Method	Sample Matrix	Recommended Action Level	Method Detection Limit	Reporting Limit *
Lead (Pb)	EPA Method 200.8 Laboratory SOP DW-8	Drinking Water	Greater than 20ug/L first draw (initial sample)	0.5ug/L (ppb)	1.0ug/L (ppb)

\* The Reporting Limit units are micrograms per liter (ug/L) or parts per billion (ppb).

### 11.2 Analytical Quality Control (B5)

The EPA has established protocols for the analysis of Quality Control (QC) samples with each analytical batch of samples, generally defined as a maximum of twenty samples. All QC results must be assessed and evaluated on an on-going basis and QC acceptance criteria must be used to determine the validity of the data.


For analytical testing, the laboratory includes positive control samples [Laboratory Control Sample (LCS) or Analytical Quality Control (AQC)] to evaluate the total analytical system. Negative control samples (Method Blanks) are used to assess the preparation batch for possible contamination during the preparation and processing steps. A blank is considered contaminated with any result at or above the analyte reporting limit. Specific control samples (Matrix Spikes) are used to indicate the effect of the sample matrix and replicates (matrix spike, LCS replicate) are performed to assess the precision of the results generated.

Specific information regarding the frequency, composition, acceptance criteria and corrective actions is documented in the specific standard operation procedure (SOP) for a target analyte or procedure, (i.e., Laboratory SOP DW-8).

## 12 Sample Handling and Custody Requirements (B3)

All samples are aqueous and will be collected and labeled by staff. Standard EPA COC procedures will be followed as outlined in Section 3 of the EPA Region 2 DESA MAB SOP4FA (Appendix B). The COC form (Appendix D) will be used for this project. Samples will be transported by EPA personnel to the Laboratory. An example of a sample label is provided below:



<b>School District Name – School Name</b>	
	ID: _____
	<b>First Draw (initial)</b>
Metals (Pb)	June 25, 2008
Lab to Preserve w/ HNO <sub>3</sub> to pH<2	

Analyte	Total # Schools	Sample Volume	Container	Preservation (Note1)	Holding Time
Lead (Pb)	10 schools Potential # of outlets can be documented in Field Walk thru Report or Appendix E.	250 mL	250mL rigid plastic – certified clean	Laboratory Grade Nitric Acid (HNO <sub>3</sub> ) pH < 2	6 months

**Note1.** Sample preservation will be conducted by the Laboratory upon receipt.

### 12.1 Sample Archive/Disposal

The samples received by the Laboratory for each school, including any digestates, will be eligible for disposal 30 days after the final report has been distributed. Samples including any digestates will not be archived unless a written request is provided to the laboratory.

## 13 Instrument/Equipment Testing, Inspection, Maintenance & Calibration Requirements

### 13.1 Instrument/Equipment Testing, Inspection and Maintenance (B6)

All laboratory equipment will be tested, calibrated, and maintained in accordance with existing SOPs approved by the laboratory.

There are no field instruments anticipated for this project.

### 13.2 Instrument/Equipment Calibration and Frequency (B7)

With regard to EPA Method 200.8 (Laboratory SOP DW-8), the instrument calibration is performed on a daily basis.

### 13.3 Inspection/Acceptance of Supplies and Consumables (B8)

1L and 250mL sample containers are purchased pre-cleaned with “Certificate of Compliance” documentation. Sample containers are one-time use.

Sample gloves are non-colored and one-time use.

## 14 Data Management (B10)

The Program Manager will be responsible for providing the validated analytical data, data qualifiers and any case narrative to the SD.

The Laboratory will immediately notify the Program Manager, Project Managers and Project Officer upon receipt of any validated laboratory results that exceed the 3T's action level for lead (Pb) in potable water that is greater than 20ug/L. If a result of 20ug/L is reported, the Laboratory will provide the result to three (3) decimal places (i.e. 19.6ug/L or 20.4ug/L).

The Laboratory will provide a final electronic copy of the LDR for each school. The LDR will include a cover sheet that identifies all qualifiers, with a description for that qualifier, used by the laboratory. The LDR will include the analytical results, appropriate qualifiers and reporting limits for analyses of submitted samples, as requested by the user of the data.

The Project Officer will generate a field logbook which will be utilized to document school walk-thru's, sampling activities and relevant observations.

The Project Officer will be responsible for preparing and submitting:

- 1) A Field Walk-thru Report, if necessary, to the Program Manager. This report will include possible sampling locations and observed water leaks that should be repaired prior to sampling.
- 2) A school Field Sampling Summary Report to the Program Manager. This report will include a summary of field observations, photographs (if taken), original "flush tags" (if available), copies of the COC forms, school floor plans which have the location of each outlet sampled, plumbing profiles (if provided), and a case narrative, if warranted.
- 3) A Final Project Report to the Project Managers and Program Manager. The report will consist of copies of the SD Flush Decision Letter (if SD decides to flush or not to flush), COC forms, final LDR with any limitations on the use of the data, (i.e. to explain any relevant procedural deviations or anomalies associated with the sample handling and analysis of the project) and a table summarizing outlets with results exceeding the 20ug/L action level. The table is as follows:

School District Name / School Name			
Sample #	Sample Location	First Draw (Initial) Sample Result (ppb)	Follow-up (30 second) Sample Result (ppb)
00-FRB-School Name	Hallway Bubbler by classroom 308 Field Reagent Blank	1.0	Not required
0103HABYR30801A 0203HABYR30802A	Hallway Bubbler by classroom 308	21	5.0

## **15 Assessments/Oversight (C1)**

Formal field audits by QA personnel may be conducted for this project. However, identification of problems related to technical performance will be the responsibility of the staff working on this project.

The Project Officer will assess any problem that arises in the field. If necessary, modifications to technical procedures may be considered. Any changes in technical procedures will be documented in the field logbook, evaluated to determine if there will be any impact to the data and then highlighted in the Final Project Report.

The Laboratory personnel will perform self-audits and institute corrective actions in accordance with their respective written procedures.

## **16 Data Review, Verification, Validation, and Usability**

### **16.1 Data Review, Verification and Validation (D1 and D2)**

The Program Manager will evaluate the Final Field Report, against the final analytical results to determine if any field observations may have contributed to lower or higher analytical results.

The Project Officer will review the analytical report and determine any limitations on the use of the data (see section 8.2 Bias of this QAPP) and include these limitations in the Final Project Report.

Data review of all Laboratory generated data is performed by a second analyst not associated with the actual measurement operations for the given analytical batch, but knowledgeable in the analytical processes employed. It is the responsibility of the reviewer to ensure that all data generated are correct and of known and documented quality. Once the review is completed, the reviewer will sign and date the appropriate QA/QC checklist according to the Laboratory's SOP. Any limitations on the use of data, e.g. data qualifiers, will be included in the Final Project Report.

### **16.2 Reconciliation with User Requirements (D3)**

As long as the Field Sampling Summary Report, LDR and Final Project Report of this QAPP are satisfied, the data will be useable for the purpose intended and no further assessment is required. If any data is assessed to be unusable by the Program Manager, re-sampling may be required.

## **17 Reporting, Documents and Records (A9 and C2)**

Photos will be stored as per the August 3, 2006 "Digital Camera Guidance for EPA Civil Inspections and Investigations". Each SD's photos will be downloaded onto a CD and stored with the project file at the USEPA Edison Facility.

The Field Walk-thru report, Field Sampling Summary Report and Final Project Report will be uploaded by the Project Officer or Program Manager to DECA's web page.

Original documents (X) will be stored as follows:

		Project Officer Edison, NJ	Laboratory Manager Edison, NJ	Program Manager 290 Broadway, NY	School District POC
DECA initial project request		X		copy	
Field Walk-thru Report		copy		X	copy
Analytical Request Form		copy	X		
Appendix E of QAPP		X		copy	copy
Field Logbook		X			
Sample Container "Certificate of Compliance"		X		copy	copy
COC		copy	X	copy	copy
SD Flush Letter		copy		X	copy
Field Sampling Summary Report	Summary of Observations	copy		X	copy
	Photos	X		copy	copy
	Flush Tags	copy		X	copy
	Floor Diagrams	copy		X	copy
	Plumbing Profile	copy		X	copy
Final Project Report	Project Summary	copy		X	copy
	Table outlet exceedences	copy		X	copy
	LDR	copy	copy	X	copy

Project files will be maintained in accordance with EPA's Records Schedule 006b – Program Management Files. As such, records get destroyed 5 years after the cut-off. We have defined the cut-off as the end of the calendar year when sampling/follow-up is completed.

# **Drinking Water Sampling for Lead (Pb) Concentration in Public Schools**

## **“Generic” Quality Assurance Project Plan (QAPP) For DESA and DECA**

### Appendix

- A 3Ts for Reducing Lead in Drinking Water in Schools: Revised Technical Guidance, December 2005; Errata to 3Ts, October 2006
- B EPA Region 2 – Standard Operating Procedures for Field Activities (SOP4FA), December 2006

Appendix C - School Outlets

School Name \_\_\_\_\_  
School Address \_\_\_\_\_  
General Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
School Principal Name \_\_\_\_\_  
School Custodian # \_\_\_\_\_ Cell # \_\_\_\_\_  
Year School Constructed \_\_\_\_\_ renovated \_\_\_\_\_ additions \_\_\_\_\_  
School Type: Day Care \_\_\_\_\_ Elementary \_\_\_\_\_ Middle \_\_\_\_\_ High School \_\_\_\_\_  
Grades (i.e. K-3rd grade) \_\_\_\_\_

School District \_\_\_\_\_  
Address \_\_\_\_\_  
General Phone \_\_\_\_\_ Fax # \_\_\_\_\_  
Superintendent Name \_\_\_\_\_  
H&S Officer # \_\_\_\_\_ Cell# \_\_\_\_\_

Water Main: \_\_\_\_\_ Galvanized \_\_\_\_\_ Brass \_\_\_\_\_ Lead \_\_\_\_\_ Other

Please submit: Blank School Diagram and a marked up School Diagram displaying all outlet locations (except bathroom/ice machines/Custodial Closets)

Survey Date \_\_\_\_\_ Performed by: \_\_\_\_\_

Is there a sprinkler system on a timer? \_\_\_\_\_

#	Location	Located in original bldg renovated or addition	Bubbler/Fountain without chiller	Bubbler/Fountain with chiller	Chiller Operational (Y/N)	Faucet	Aerator (Y/N)	Screen (Y/N)	Is outlet Motion Activated (Y/N)	Is outlet operational during inspection	Any Leaks? (Y/N)	Any Filter attached to outlet (Y/N)	Make	Model
1	1st floor next to Classroom	Original	B - w/o chiller					N	N	Y	Y - at base	Y	ABC	123
2	Nurse Office	Original/renovated				F	F	Y	Y	Y	N	N	ABC	123
3	Special Education room	1st Addition												
4	Home Economics			B - w/chiller	Y									
5	Trailer - Classroom													
6														
7														
8														
9														
10														

POTABLE WATER SAMPLING FOR LEAD CONCENTRATION SAMPLE COLLECTION FORM

Appendix D

Page \_\_\_\_ of \_\_\_\_

CLIENT INFORMATION

Name:
Address:
Client Rep:

EPA INFORMATION

Name: US Environmental Protection Agency - Region 2
Address: 2890 Woodbridge Ave., Edison, NJ 08837
Proj.Mgr:

SCHOOL/PROJECT INFORMATION

BLDG ID:				
BLDG No./Name:				
BLDG Address:				
Contact Name & Numbers:				
(0) Yr. Built:	(1) Yr.1st Add.:	(2) Yr. 2nd Add.:	(3) Yr. 1st Mod.:	(4) Yr. 2nd Mod.:

INSPECTOR(S):

DATE OF SAMPLING:

SAMPLE DATA

Sample Description ID (ID must match container label)							Outlet Information					
Sample #	Floor	Functional Space Code	IN/BY	Room Number	Construc.Code	Sample/Outlet Code	Sampled Outlet Location/Coordinates number and Serial number	Model	0 Seconds	30 Seconds	Time of collection (24hr)	

All containers are pre-cleaned/pre-certified 250 ml plastic bottles preserved w HNO<sub>3</sub> @ pH<2 by field\_\_ or to be preserved by lab\_\_

CHAIN OF CUSTODY

Relinquished By:	Received By:	Time:
I.		
II.		
III.		

Method of shipment/delivery:  Fed-Ex  Hand Delivery  US Mail  UPS  Courier  Other:

INSTRUCTIONS TO THE LABORATORY

<input type="checkbox"/> Analyze follow-up sample(s) <b>ONLY</b> when initial sample exceeds 20ppb <input type="checkbox"/> Analyze both initial and follow up samples <input type="checkbox"/> Other: <input type="checkbox"/> Follow QAPP instructions	<b>Lab:</b> US EPA - Region 2 2890 Woodbridge Ave. Edison, NJ 08837 <b>Contact:</b>	<b>Report Results to:</b> <input type="checkbox"/> Phone <input type="checkbox"/> Email: <input type="checkbox"/> Fax
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------

Comments: Provide Laboratory Data Report (LDR) and Chain of Custody

# CODES REFERENCE TABLES

Appendix D

<b>Table 1.</b>			
<b>OUTLET/ PLUMBING/ SAMPLE CODE</b>			
CODE	TYPE OF OUTLET OR PLUMBING	INITIAL SCREENING (1 <sup>ST</sup> DRAW) SAMPLE	FOLLOW-UP SAMPLES
S	Service Connection to Distribution Main	<b>1S</b>	<b>1M</b>
A	Bubblers Without Central Chiller	<b>1A</b>	<b>2A</b>
B	Bubblers with Central Chiller	<b>1B</b>	<b>2B</b>
-	Central Chiller Unit	-	<b>3B, 4B</b>
C	Water Cooler	<b>1C</b>	<b>2C, 3C, 4C</b>
D	Bottled Water Dispensers	<b>1D</b>	<b>2D</b>
E	Ice Making Machines	<b>1E</b>	<b>2E</b>
F	Water Faucets (Tap)	<b>1F</b>	<b>2F</b>
Interior Plumbing			
G	Laterals	-	<b>1G</b>
H	Headers	-	<b>1H</b>
I	Loops	-	<b>1I</b>
J	Risers	-	<b>1J</b>

<b>Table 2.</b>	
<b>FUNCTIONAL SPACE</b>	
COD E	FUNCTIONAL SPACE
<b>KI</b>	Kitchen
<b>GY</b>	Gymnasium
<b>CF</b>	Cafeteria
<b>TC</b>	Teachers' Cafeteria
<b>BC</b>	Boys' Cafeteria
<b>GC</b>	Girls' Cafeteria
<b>CR</b>	Classroom
<b>HA</b>	Hallway
<b>BR</b>	Bathroom
<b>GB</b>	Girls' Bathroom
<b>BB</b>	Boys' Bathroom
<b>RM</b>	Room
<b>OF</b>	Office
<b>LB</b>	Laboratory
<b>LI</b>	Library
<b>MO</b>	Medical Office
<b>BO</b>	Boiler Room
<b>LR</b>	Locker Room
<b>NM</b>	Natorium
<b>WP</b>	Water Meter/Pump Room
<b>SS</b>	Slop Sink

<b>Table 3.</b>	
<b>FLOOR CODE</b>	
CODE	FLOOR
<b>SB</b>	Sub Basement
<b>BS</b>	Basement
<b>MZ</b>	Mezzanine
<b>01</b>	1 <sup>st</sup> Floor
<b>02</b>	2 <sup>nd</sup> Floor
<b>03</b>	3 <sup>rd</sup> Floor
<b>04</b>	4 <sup>th</sup> Floor, etc.

<b>Table 4.</b>	
<b>CONSTRUCTION DATE CODE</b>	
CODE	CONSTRUCTION
<b>0</b>	Original Construction
<b>1</b>	1 <sup>st</sup> Addition
<b>2</b>	2 <sup>nd</sup> Addition
<b>3</b>	1 <sup>st</sup> Modernization
<b>4</b>	2 <sup>nd</sup> Modernization

NOTE: EPA typically samples the highlighted outlets in Table 1.





## Appendix E – Specific School District QAPP - List of Schools to be Sampled

### Drinking Water Sampling for Lead (Pb) Concentration in School Outlets “Generic” Quality Assurance Project Plan (QAPP) for DESA and DECA

Date: \_\_\_\_\_

School District Superintendent: \_\_\_\_\_  
School District Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Phone/Fax Number: \_\_\_\_\_

#### 3.0 Distribution List (A3)

	Name	Approval Signature	Approval Date	Phone number	Alternate Phone #
EPA Project Officer	Indicate who is Project Leader				TBD
EPA Project Officer					TBD
EPA Program Manager	Evangelia Palagian			212-637-4246	
EPA Project Manager	Robert Morrell	See Generic QAPP	See Generic QAPP	732-906-6804	Not Required
EPA Project Manager	John Bourbon	See Generic QAPP	See Generic QAPP	732-321-6706	Not Required
EPA QA Manager	Donna Ringel	See Generic QAPP	See Generic QAPP	732-321-4383	Not Required
EPA Laboratory Manager	Greg Santacroce	See Generic QAPP	See Generic QAPP	732-906-6994	Not Required
EPA Project Manager	Nicole Kraft	See Generic QAPP	See Generic QAPP	212-637-3093	Not Required
EPA Project Manager	Doug McKenna	See Generic QAPP	See Generic QAPP	212-637-4244	Not Required
School District P-O-C		Not Required	Not Required		

#### 7.0 Project/Task Description (A6)

	School Name	School Address	Custodial Engineer	School Phone	Alternate Phone #
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Date Project Assigned: \_\_\_\_\_

EPA Survey Date: \_\_\_\_\_

Comments: Document whether school will or will not be flushed (Section 10)

**Appendix F – Example of a Sample Flush Tag**

<b>SAMPLE FLUSH TAG</b>	
<b>Portable water sampling in progress please do not use water</b>	
School District Name: _____	Date Flushed: _____
School Name: _____	Flushing Process: Start Time: _____
School Address: _____	End Time: _____
Location of flushed outlet: _____	
Is the fountain front cover removed for the sampler to determine the reservoir type (circle one): <u>YES / NO</u>	
Person responsible for the flushing process (print name): _____	
Signature: _____	
<b>* Water within the school distribution system should sit in the pipes unused for at least eight (8) hours after flushing but not more than 18 hours before a sample is taken.*</b>	

Note to the person responsible for the flushing process:

- A. Turn-off lawn sprinkler outlet(s) until water sampling is complete.
- B. Make sure sampling outlets are accessible.

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**ATTACHMENT F**

**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

**ATTACHMENT G**  
**CONSULTING SERVICES AGREEMENT**

**THIS CONSULTING SERVICES AGREEMENT** (this **“Agreement”**), entered into as of [ \_\_\_\_\_ ], 2016 (the **“Effective Date”**), is made by and between **ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD**, having an address at 1776 North Clinton Avenue, Rochester, New York 14621 (the **“Board”** and, as used in certain Exhibits, **“RJSCB”**), and [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ] with an address at [ \_\_\_\_\_ ] (**“Consultant”**). The Board and Consultant are sometimes referred to herein individually as a **“Party”**, and collectively as the **“Parties.”**

**RECITALS**

A. The Board was created, pursuant to Chapter 416, Laws of New York State 2007, as amended pursuant to Chapter 533, Laws of New York 2014 (collectively, the **“Enabling Legislation”**), to act as agent of the City of Rochester (the **“City”**) and the Rochester City School District (the **“District”**), to administer and govern the Facilities Modernization Program (the **“Program”**).

B. Consultant is experienced in providing environmental project monitoring, and indoor air quality monitoring/sampling services in connection with construction projects.

C. The Board desires to retain Consultant to provide certain services in connection with Phase 2a of the Program, and Consultant agrees to provide such services, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the Board and Consultant hereby agree as follows:

1. **SERVICES.** The Board hereby retains Consultant to provide during the Term (as defined in Section 5(a)), and Consultant hereby agrees to provide to the Board, services whereby Consultant will provide environmental project monitoring and indoor air quality monitoring/sampling services in connection with Phase 2a of the Program, which services are more fully described on Exhibit A (the **“Services”**), in accordance with the terms and conditions of this Agreement. As used in this Agreement, **“Phase 2a”** means the portion of the Program described in the Request for Proposal as as Phase 2a. Unless the context requires otherwise, references in this Agreement to the **“Program”** shall be deemed to mean Phase 2a only. The Board may, from time to time, request changes in the scope of Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2) which are mutually agreed upon by and between the Board and Consultant, shall be incorporated in written amendments executed by both Parties.

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2. PAYMENT FOR SERVICES.

a. Service Fees. Subject to the terms and conditions of this Agreement (including without limitation, Section 2(c)), the Board agrees to pay Consultant fees for Services performed during the Term at the applicable hourly rates and unit prices set forth on Exhibit B (the “**Service Fees**”).

b. Expenses. Consultant shall be responsible for all costs and expenses incurred by Consultant in connection with the Services.

c. Limitations. Notwithstanding anything in this Agreement to the contrary, unless otherwise approved by the Board in writing, the aggregate amount of Service Fees payable by the Board to Consultant pursuant to this Agreement for the Services shall not exceed \$[\_\_\_\_\_] (the “**Aggregate Payment Limit**”). If the Board pays to Consultant an aggregate amount for Service Fees equal to the Aggregate Payment Limit before the Services have been completed in full then Consultant shall continue to perform Services pursuant to and in accordance with the terms and conditions of this Agreement without further payment of Service Fees, until the Services are completed or this Agreement is otherwise terminated in accordance with Section 5.

d. Invoices and Payment. No later than the 10<sup>th</sup> day of each calendar month, Consultant shall submit to the Board an invoice (each, an “**Invoice**”) for Service Fees attributable to the prior calendar month. Each Invoice shall be in a form acceptable to the Board and shall set forth a detailed listing of the Services performed by Consultant and Service Fees due to Consultant pursuant to this Agreement. The Board may, prior to making any payment under this Agreement, require Consultant to submit to it such additional information with respect to Services and any Invoice as the Board reasonably deems necessary. The Board shall pay the undisputed amount of each Invoice within 30 days of the Board’s approval of such Invoice or a portion thereof. If the Board disputes any Invoice or any portion thereof, the Board shall provide Consultant with written notice of the amount disputed, and the Board and Consultant shall use their respective best efforts to work together in good faith to resolve such dispute as soon as practical after delivery of such notice of dispute.

e. Records and Right to Inspect. Consultant shall maintain complete and accurate books and records in accordance with generally accepted accounting principles consistently applied to substantiate the Services performed and the amount of Service Fees charged hereunder, including daily logs outlining the Services performed and the time spent in performing such Services. Consultant shall preserve such records during the Term and for a period of one year after the expiration or termination of this Agreement. During the Term and for a period of one year after the expiration or termination of this Agreement, the Board shall have reasonable access to such records for purposes of audit, either through its own representatives or through an accounting firm or other party selected and paid by the Board.

3. SERVICE REQUIREMENTS. Consultant shall perform all Services in a professional and workmanlike manner using properly trained, licensed (if applicable) and qualified individuals, and by following and applying at all times the highest professional and technical guidelines and

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standards. Consultant shall perform all Services in compliance with this Agreement and all applicable specifications established by the Board and with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards including, without limitation, the Enabling Legislation. Consultant shall at all times in the performance of the Services, as well as in its hiring and employment practices, fully comply with all applicable rules, guidelines and requirements set forth in the Diversity Plan and the Business Opportunity Program applicable to the Program, as described in Exhibit E, including, without limitation, all equal employment opportunity and diversity goals referenced in, or incorporated as a part of, such Diversity Plan. Consultant shall submit all forms and documents (including, without limitation, DP forms), that the Board or its independent compliance officer may request in connection with the Diversity Plan. Unless otherwise directed in writing by the Board, Consultant shall complete the Services in accordance with the schedule and time requirements set forth in Exhibit C.

4. PROPRIETARY RIGHTS. Consultant agrees that all reports, records, guidelines, policies, manuals, policies and other recorded information developed specifically in connection with the Services provided by Consultant hereunder (collectively, "**Board Materials**") shall always be and remain the property of the Board, and shall constitute Proprietary Information pursuant to Section 6.

5. TERM AND TERMINATION.

a. Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall continue until August 31, 2020 or the earlier completion of the Phase 2a projects as defined herein, or until earlier terminated as provided herein.

b. Termination. The Board may terminate this Agreement (i) immediately upon written notice to Consultant if Consultant breaches any of its obligations under this Agreement and fails to cure such breach within 20 days of the delivery of written notice of such breach; (ii) immediately upon written notice to Consultant upon Consultant's cessation of business, election to dissolve, dissolution or failure in business; and (iii) immediately upon written notice to Consultant upon Consultant's commission of an act of bankruptcy, general assignment for the benefit of creditors, or the filing by or against Consultant of any petition in bankruptcy or for relief under the provisions of applicable bankruptcy laws (if, with respect to any such filing against Consultant such filing is not dismissed, discontinued or stayed within 60 days of such filing). In addition, the Board may terminate this Agreement without cause at any time on 30 days' prior written notice to Consultant.

c. Obligation Upon Termination. Upon expiration or termination of this Agreement, (i) Consultant shall promptly return to the Board all Board Materials and any other material that is owned by the Board or that contains Proprietary Information (as defined in Section 6(a)); and (ii) the Board will pay to Consultant all Service Fees, that accrued prior to the termination of this Agreement, and thereafter the Board shall not be responsible for paying any Service Fees or other amounts that would have been payable after the effective date of the termination. Sections 3, 4, 5, 6, 7, 8, 10, 12 and 13 of this Agreement, and all other provisions of this Agreement which by their nature survive, shall survive any expiration or termination of this Agreement.

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6. PROPRIETARY INFORMATION.

a. Definition. Consultant and the Board acknowledge that this Agreement creates a relationship of confidence and trust with respect to all information of a confidential, proprietary or trade secret nature disclosed by or on behalf of the Board to Consultant that relates to the terms of this Agreement, the Program or the structure, organization or operation of the Board or any other information obtained or witnessed relative to the Board or the Program in connection with Consultant providing Services hereunder ("**Proprietary Information**"). Proprietary Information shall not include (i) information generally available to the public other than by a breach of this Agreement; (ii) information rightfully received by Consultant from a third party who is lawfully in possession of the same and who is not subject to a confidentiality or nonuse obligation with respect to that information; (iii) information independently developed by Consultant or its personnel provided the person or persons developing the information have not had access to the information as received from the Board; or (iv) information already known to Consultant prior to its first receipt from the Board.

b. Confidentiality Obligations. At all times during and after the Term, Consultant shall keep all Proprietary Information in confidence and shall not disclose such Proprietary Information to anyone or directly or indirectly use any of such Proprietary Information for Consultant's own benefit or for the benefit of any person or entity other than the Board. Upon any expiration or termination of this Agreement, or upon the request of the Board, Consultant shall promptly deliver to the Board all of the Board's Proprietary Information, and Consultant shall not retain any documents or materials or copies thereof containing any such Proprietary Information. Notwithstanding the foregoing restrictions, Consultant may use and disclose any information (i) to the extent required by law (including, without limitation, public meeting and public project disclosure laws) or (ii) as necessary for it to protect its interest in this Agreement, but in each case only after the Board has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

c. Injunctive Relief. It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by Consultant of this Section 6 and that any such breach by Consultant will cause the Board great and irreparable injury and damage. Accordingly, Consultant agrees that the Board shall be entitled, without waiving any additional rights or remedies otherwise available to the Board at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach of this Section 6 by Consultant or its employees, agents or subcontractors. No remedy conferred hereunder is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

7. INSURANCE. Notwithstanding the provisions of Section 8 of this Agreement, Consultant shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. Prior to the full and final execution of this Agreement by both Parties, and at any time thereafter upon the request of the Board, Consultant shall furnish to the Board certificates of insurance evidencing such insurance (with all endorsements required pursuant to this Agreement). All such policies, except workers compensation and professional

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liability policies, shall name the Board, the District, the City, Savin Engineers, P.C., the program manager for Phase 2 (the **“Program Manager”**), Gilbane Building Company, The County of Monroe Industrial Development Agency (or another capital bonding agency to be named by the Board), and U.S. Bank National Association (or another Trustee to be named by the Board), as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Consultant shall provide a waiver of subrogation, in a form acceptable to the Board, in favor of the District, the City, Savin Engineers P.C., Gilbane Building Company, The County of Monroe Industrial Development Agency (or other capital bonding agency to be named by the Board), and US Bank National Association (or other Trustee to be named by the Board), with respect to the general liability, automobile liability, excess liability and worker’s compensation coverage described in Exhibit D. Upon the Board’s request, Consultant will promptly provide the Board with a copy of any such policy of insurance. Consultant shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board, which shall not be unreasonably withheld.

8. INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Board, the District, the City, Savin Engineers P.C., Gilbane Building Company, The County of Monroe Industrial Development Agency (or other capital bonding agency to be named by the Board), and U.S. Bank National Association (or other Trustee to be named by the Board), and their respective trustees, officers, directors, employees, agents, members (including, without limitation, Board members), legal representatives, successors and assigns (collectively, the **“Indemnified Parties”**), 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), whether direct, indirect or consequential, directly or indirectly relating to, arising from or in connection with: (a) any actual or alleged negligent act or omission or willful misconduct of Consultant or any of its agents, employees or subcontractors; (b) any breach by Consultant of any of its representations, warranties, covenants or obligations set forth in this Agreement; (c) any violation by Consultant or any of its agents, employees or subcontractors of federal, state or local law, rule, code, standard or regulation; or (d) any actual or alleged injuries (including death) suffered by any of Consultant’s agents, employees or subcontractors, or any employees or agents of Consultant’s agents or subcontractors in the course of their performance or completion of any Services or upon any premises owned, leased or controlled by the Board, the District or the City, or any Program site; provided, however, that such indemnification shall not apply to the extent any losses, damages, liabilities or expenses were caused by the negligence or willful misconduct of any Indemnified Party.

9. ASSIGNMENT AND SUBCONTRACTING. Consultant shall not assign or subcontract the whole or any part of this Agreement without the Board’s prior written consent. Any subcontract made by Consultant with the consent of the Board shall incorporate by reference all the terms of this Agreement. Consultant will properly direct and control all of its subcontractors to which the Board may consent. Consultant will retain full responsibility for the performance and completion of every Service, whether performed or completed by Consultant or any of its subcontractors to which the Board may consent. Consultant will be liable and obligated to the Board for: (i) each Service performed or completed by, and for all acts, omissions and negligence of, Consultant’s



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subcontractors and for all employees and agents of such subcontractors; and (ii) each of Consultant's subcontractor's compliance with each term and provision of this Agreement and all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards.

10. INDEPENDENT CONTRACTOR. Both Parties, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of the other Party. None of the employees or agents of one Party shall be deemed or construed to be an employee or agent of the other Party for any purpose whatsoever. Neither Consultant nor any of its agents or subcontractors has any authority whatsoever to obligate or bind the Board to any third party.

11. NOTICES. All notices delivered pursuant to this Agreement shall be in writing and sent to the addresses on the first page of this Agreement, or such other address (or facsimile number or electronic mail address) as a Party shall specify in writing, and shall be deemed validly given or served (a) upon personal delivery; (b) one day after being sent by facsimile or electronic mail with telephone confirmation of receipt; or (c) one day after being sent by a recognized express courier service that maintains records of receipt.

12. EXCUSABLE FAILURE OR DELAY. Neither Party shall be liable for delay or failure in performance hereunder if such failure or delay is due to an act of God, fire, strike, war, labor difficulty, civil or military authority, insurrection, riot or any other cause of any kind beyond such Party's reasonable control. A Party who is delayed or prevented from performing for any such cause beyond its reasonable control shall immediately notify the other Party of the cause for such delay or inability to perform and the anticipated duration of any delay.

13. GENERAL PROVISIONS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a Party of any breach by the other Party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing. This Agreement constitutes the entire agreement between Consultant and the Board with respect to the subject matter hereof, and supersedes all other prior agreements, whether oral or written, between the Parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[signature page follows]

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IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the date first set forth above.

ROCHESTER JOINT SCHOOLS  
CONSTRUCTION BOARD

By \_\_\_\_\_  
Thomas Richards, Chair

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Exhibit A**

**SCOPE OF SERVICES**

Consultant shall provide the following Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling services for the Phase 2a projects as set forth in Section 1 of the Consulting Services Agreement:

**1.0 SCOPE OF SERVICES**

Consultant shall have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services for the RJSCB Project as set forth herein (the "Services").

**Consultant** shall provide a full range of professional environmental consulting services including, but not limited to: those services associated with monitoring and documenting work activities being provided by a licensed remediation/abatement contractor and associated with asbestos removal; working with lead containing materials and PCB containing materials; asbestos bulk sampling, sample analysis and reporting of building materials; project abatement design; air monitoring during abatement; project monitoring during abatement; lead-based paint surveys and sampling; lead-based paint risk assessment; mold testing; and industrial hygiene to include the identification, assessment and evaluation of other potential environmental and health hazards.

Suspect materials to be tested include, but are not limited to: floor tile; pipe wrap; mud fittings; ceiling tile; paint; caulking; adhesives; insulation; water; and soil. The specific intent of the Services is to monitor the remediation and abatement of the aforementioned materials, compile and submit that documentation required by NY State and Federal regulatory agencies having jurisdiction over the Phase 2a projects. In addition, these services shall include but not be limited to observing the means and methods being employed by the remediation/abatement contractor(s) for the employment of acceptable work practices per governing federal (EPA, OSHA), state (NYS DOL, NYSDOH, NYSED, NYSDEC), local laws, rules, ordinances, regulations and regulatory guidelines, including Industrial Code Rule (hereinafter, "Applicable Law"). All water testing in Phase 2a shall be in accordance with NYSED requirements and the guidance described in Attachments C and D to the Request for Proposal, which are incorporated herein by reference.

Consultant shall also monitor the indoor air quality and collect samples per Applicable Law to confirm that the work environment is free from accidental release of the particulate of aforementioned materials into the air. In addition, the Service Provider(s) shall monitor and confirm that all work by any Prime Contractor performing abatement/remediation work (each an "Abatement Contractor") shall be performed in compliance with Applicable Law.

Consultant shall ensure that there is full coverage of all required environmental monitoring and indoor air quality monitoring/sampling by at least one (1) entity among the team. Consultant must provide verification that the proposed inspectors, technicians, and agent inspectors meet the minimum qualifications as established by the State of New York.

Consultant, its employees, agents and subcontractors shall maintain required professional licenses, certifications and registration throughout the life of the contract with the RJSCB.

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**Performance Requirements**

Upon 24-hours' notice from the Construction Manager (CM) and/or Abatement Contractor, Consultant shall respond to the project site to perform such monitoring and sampling services as requested.

Consultant may be required to visit multiple sites, have personnel assigned at multiple sites and/or perform multiple types of inspections on the same day. Consultant shall submit, within 48 hours or in accordance with the time period set forth in the Proposal Requirements section below, a certified, typed report of each inspection, or similar service to the CM, Architect, Program Manager (PM), and Abatement Contractor. Consultant shall provide a draft report of all inspections to the CM and the Abatement Contractor at the conclusion of each sampling or test. Consultant shall maintain a log at the project site of all visits, inspections, field observation, samples collected and deficiencies noted.

Consultant's team members brought forward as part of the proposal process will be assigned to the Program through completion. Consultant shall respond to the CM, Architect, PM, Abatement Contractor, and/or RJSCB in a timely manner.

**Consultant's staff shall:**

- Cooperate with the RJSCB, PM, RCSD, Architect/Engineer, Construction Manager, Abatement Contractor and any other affected Contractors.
- Provide qualified personnel, as required, upon notice.
- Perform environmental monitoring and indoor air quality monitoring/sampling services in accordance with this Agreement and Applicable Law.
- Comply with standard specifications and Applicable Law.
- Ascertain compliance of space and work areas prior to start of work and disturbance on existing conditions with Applicable Law and with the requirements of the Contract Documents.
- Keep records and submit reports as outlined herein and in the Specifications.

**2.0 DETAILED SCOPE OF SERVICES:**

Consultant shall provide a full range of professional environmental consulting services including, but not limited to:

1. Participate in pre-construction orientation with the Abatement Contractor(s);
2. Review remediation plan with Abatement Contractor(s) and verify all notices and applications have submitted and or filed with the regulatory agencies and approvals (if required) have been received prior to start of work on site;
3. Provide monitoring reports to regulatory agencies per Applicable Law;
4. All environmental monitoring, field sampling and indoor air quality monitoring / sampling shall be provided by qualified personnel with appropriate credentials;
5. Conduct pre-abatement, daily, and final inspections of the work area, including inside the work area and exterior of the work area;
6. Observe the abatement/removal work. During the abatement operation provide

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samples, including, but not limited to, soils, surface finishes, adhesives and insulations, loose substance and or fluids as required for the classification and identification of materials requiring encapsulation remediation and or abatement per Applicable Law;

7. Monitor and document the abatement contractor's adherence to applicable provisions of Applicable Law. This includes but is not limited to all asbestos, lead, and PCB clearance testing;
8. Monitor and document the abatement contractor's adherence to the scope of work and provisions of the project Contract Documents;
9. Conduct pre-abatement, daily, and final air clearance sample collection;
10. Provide for the collection and processing of air samples. Provide daily inspection of the containment for adherence to Applicable Law. Document in daily field reports advice to the abatement contractor and CM of any noncompliant conditions;
11. Collect and process bulk samples when required. Provide for the recording of disposal transport manifest;
12. Provide daily reports of the work progress and any violations of any Applicable Law pertaining to the work of the Abatement Contractor(s). Advise the RJSCB, Architect, and the PM in writing of any violations immediately;
13. Notify the CM, Architect, and PM prior to filing an alternate work practices request with the governing regulatory agency. Provide written explanation for the deviation resulting in an alternate work practices request, and the potential impacts to schedule and cost;
14. Provide the services of an ELAP accredited and NYS Department of Health approved testing laboratory to analyze all pre-abatement background air samples, daily air samples and final clearance air samples;
15. Advise the Architect and the CM of the percentage of work completed each week;
16. Maintain and submit a written report of samples collected and analysis results;
17. Meet monthly with the CM and PM to review the Environmental Monitoring and Indoor Air Quality Monitoring Plan provided by the Abatement Contractor. Provide an estimate of anticipated resource allocation and cost based on work remaining;
18. Provide project close out report as a deliverable at the end of each school project. Prepare a comprehensive document to include all sampling reports and analysis results, daily field monitoring reports, daily indoor air monitoring reports, listing of field personnel, copy of abatement personnel's certifications, marked up drawings indicating location and classification of materials identified but not

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removed during remediation and abatement activities, and clearance reports. Provide copy of closeout report to RSCD Facilities department, CM, and PM on behalf of the RJSCB;

19. Review and become familiar with the Contract Documents for each Phase 2a school project and the defined scope of abatement/remediation services. The Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services shall be tailored to complement those scopes of work;
20. Consultant shall promptly inform the PM of any additional task it is required to perform pursuant to Applicable Law that are not listed herein requiring and that will require the allocation of resources and an associated cost;
21. Familiarize itself with the NYSED regulations regarding environmental abatement protocols, and must, at a minimum, comply with all NYSED regulations even if they are more stringent than federal, state, or other local laws, rules, ordinances, standards, guidelines and regulations;
22. Participate in meetings with Federal, State and or local regulatory agencies, as required or if requested by the RJSCB;

The abatement work is scheduled to occur between October 1, 2016 and March 31, 2020.

**Water Quality Sampling and Testing Services:** In addition to the above scope of services, Consultant shall also provide the following services:

1. Testing all water outlets into and out of the building including sinks, drinking fountains, hard piped appliances (including, but not limited to, ice makers, water coolers, coffee makers) and hose bibs;
2. Follow EPA guidelines for “3Ts for Reducing Lead in Drinking Water in Schools, Revised Technical Guidance.” (See Attachment D to the Request for Proposal, which is incorporated herein by reference)
3. Follow EPA “Generic” Quality Assurance Project Plan (QAPP) for DESA and DECA. (See Attachment E to the Request for Proposal, which is incorporated herein by reference)
4. Provide to PM and the RCSD Environmental Department (Attn: Suzanne Wheatcraft) an advance copy of a Sampling Plan that shows locations and sequence on a building floor plan, starting with the lowest elevation near the water service. Sampling Plan to be submitted a minimum three (3) weeks prior to start of sampling. It should include staff involved, laboratory doing testing, length of time required, and when results will be available.

### 3.0 DISTRIBUTION OF REPORTS

Consultant shall submit reports to the CM, Licensed Design Professional (Architect), PM, and Abatement Contractor within 48 hours of when sample analysis results are completed. Legible handwritten reports may

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be submitted if final typed copies are not available.

**4.0 FINAL REPORT OF SPECIAL INSPECTIONS**

At the completion of work, Consultant shall submit a Final Report of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services, stating work was completed in substantial conformance with the Contract Documents and that appropriate monitoring, sampling and testing were performed.

At the completion of work, Consultant shall compile the monitoring, sampling and test reports into a Final Report of project-specific special inspections. The Final Report of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services shall state that the required inspections have been performed and shall delineate non-conforming conditions not mitigated or resolved.

Consultant shall submit the Final Report by school to the CM, Architect, PM, Abatement Contractor, RCSD, and the RJSCB.

**5.0 COMMUNICATION**

Consultant shall immediately notify the CM, Architect, PM, and Abatement Contractor, by telephone and via e-mail, of test results or environmental conditions failing to comply with the requirements of the Contract Documents.

Consultant shall immediately notify the CM and Abatement Contractor of conditions found to be in non-conformance with the Contract Documents or Applicable Law during the monitoring and inspections. If the non-conforming condition is not corrected while the Consultant is onsite, Consultant shall notify the CM, Architect, and PM within 24-hours (one business day) and issue a Non-conformance Report. If the non-conforming work is not corrected within seven (7) days after issuance of the Non-conformance Report, Consultant shall notify the CM, Architect, PM, and Abatement Contractor.

**6.0 OWNER RESPONSIBILITIES**

RJSCB will provide Consultant with a complete set of abatement drawings sealed by the Licensed Design Professional and approved by the New York State Education Department.

**7.0 ABATEMENT CONTRACTOR RESPONSIBILITIES**

Abatement Contractor shall cooperate with Consultant and its agents so monitoring, sampling and testing may be performed without hindrance.

Abatement Contractor shall notify Consultant at least 24-hours in advance of a required monitoring, sampling and testing.

Abatement Contractor shall provide incidental labor and facilities to provide access to the work to be inspected; to obtain and handle samples at the site or at the source of the products to be tested; to facilitate monitoring and inspections.

Abatement Contractor is responsible for the safe assembly and stability of scaffolding. If the monitoring, sampling and testing require the use of the Abatement Contractor's scaffolding to access work areas, the Abatement Contractor shall provide a competent person to perform a daily evaluation of the scaffolding

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to verify it is safe to use. Abatement Contractor shall notify Consultant(s) of this review before each use.

Abatement Contractor shall keep the latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications at the project site for field use by Consultant. Abatement Contractor shall perform remedial work if required and sign non-conformance reports stating remedial work has been completed. Abatement Contractor shall submit signed reports to Consultant as the work proceeds.

The Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling program shall not relieve the Abatement Contractors of their obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control Program. The Abatement Contractor shall be solely responsible for construction site safety.



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**Exhibit B  
COST FOR SERVICES**

It is the intent to enter into a unit price agreement with an Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services firm. Please submit a fee proposal to include the all anticipated unit costs.

<b>Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services</b>			
<b>ITEM DESCRIPTION</b>	<b>REFERENCE STANDARD</b>	<b>PER UNIT</b>	<b>COST / UNIT</b>
<b>Monitoring Services</b>			
Principal / Project Executive / Sr. Project Manager		hour	
Certified Industrial Hygienist		hour	
Lead & PCB Environmental Project Manager		hour	
Asbestos Environmental Project Manager		hour	
Hazmat Environmental Project Manager		hour	
Certified Lead Risk Assessor		hour	
Certified PCB Technician		hour	
Certified Asbestos Project Monitor		hour	
Certified Environmental Field Technician		hour	
Certified Asbestos Inspector		hour	
Certified Lead XRF Services		hour	
Certified Asbestos Air Technician		hour	
Administrative Support		hour	
<b>PCM Air Sampling &amp; Analysis</b>			
6-hour Turnaround		Per sample	
12-hour Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour turnaround		Per sample	
<b>TEM Air Analysis</b>			
6-hour Turnaround		Per sample	
12-hour Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>TEM Bulk Sample Analysis</b>			
Immediate Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>PLM Bulk Sample Analysis</b>			
Immediate Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>PLM (NOB) Bulk Sample Analysis</b>			
Immediate Turnaround		Per sample	
24-hour Turnaround		Per sample	
48-hour Turnaround		Per sample	
<b>Lead &amp; PCB</b>			
Lead air sample / soil sample		Per sample	
PCB Sample		Per sample	

**Business Opportunities Program Participation Maximum Allowance: \$2,500.**

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**Exhibit C**

**SCHEDULE FOR SERVICES**

Consultant will begin work immediately upon contract award by the RJSCB, anticipated for 13 September 2016, for the duration of Phase 2a, which is anticipated to be completed March 2020.

**Preliminary Phase 2 schedule:**

<b><u>Project Name</u></b>	<b><u>Design Schedule</u></b>	<b><u>Construction Start</u></b>	<b><u>Construction Complete</u></b>
Monroe High School (Part A)	2015	2016	2017
School 7	2016	2017	2018
School 16	2016	2017	2018
East High School Campus	2015	2017	2020

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**Exhibit D  
INSURANCE REQUIREMENTS**

Consultant shall obtain and maintain the following insurance with limits not less than those indicated as follows:

- (a) Workers' Compensation Insurance (and such other forms of insurance which Program Provider is required by law to provide) covering all employees engaged in the Services hereunder in accordance with the statutory requirements of the jurisdiction in which such Services are to be performed.
- (b) General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (c) Automobile Liability insurance covering all motor vehicles owned or leased engaged in the performance of Services hereunder. Limits of liability shall not be less than one million dollars (\$1,000,000) combined single limit, for the accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident.
- (d) Excess Liability Insurance above the amounts specified in (b) and (c) of this Exhibit "D" in the amount of five million dollars (\$5,000,000).
- (e) Professional Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- (f) Employer's Liability Insurance with a limit of not less than five hundred thousand dollars (\$500,000) for each accident to or death of an employee.

**Summary of 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

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**Exhibit E**  
**EQUAL OPPORTUNITY AND BUSINESS OPPORTUNITY PROGRAM (BOP)**

**EQUAL OPPORTUNITY**

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 partners, and/or employees. In this regard, the RJSCB 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.

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantage Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, 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 Business and disadvantaged Businesses.

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 RJSCB contract of \$25,000 or more (and \$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, supervisory staff and professionals;
- **Female Workforce:** 8 % of project personnel, including skilled trades people, trainees, journeymen, apprentices supervisory staff, and professionals.

The RJSCB is also committed to the meaningful participation of qualified minority-owned, disadvantaged business entities and small business entities throughout the RSMP. In order to meet its commitment, all contractors, suppliers, professional service firms, and/or other business entities providing goods and services under a RJSCB contract of \$25,000 or more 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, the selected 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

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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 RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase 2 of the RSMP.

The Consultant must submit all diversity program (DP) compliance forms in accordance with the instructions set forth therein. All initial and monthly DP forms must be complete with all necessary certifications included, and timely submitted to the Independent Compliance Officer (ICO), for approval prior to award of contract by the RJSCB, or as a pre-condition of payment after the contract award.

**BUSINESS OPPORTUNITY PROGRAM (BOP)**

The RJSCB recognizes the need to take action to ensure that Minority and Women-Owned, Disadvantaged and Small Business Enterprises (M/W/D/SBE's) 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/SBE's 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/SBE's 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.

**BOP Allowance**

The Consultant shall be required to provide the firm's 'key staff' to provide periodic training/instruction/support activities related to the RJSCB's new Business Opportunities Program (BOP) initiative.