



Request for Proposals

Construction Management Services

Phase 2b Projects:

Martin B. Anderson School No. 1

Edison Educational Campus

Rochester Schools Modernization Program – RSMP

Issued by:

Rochester Joint Schools Construction Board (RJSCB)

Issue Date: December 2, 2016



Rochester Joint Schools Construction Board
1776 N. Clinton Avenue, Rochester, New York 14621
Telephone: 585-512-3820

REQUEST FOR PROPOSAL

Date: December 2, 2016

From: Rochester Joint Schools Construction Board

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

Submit Questions to: Paccilien@savinengineers.com

RFP SCHEDULE

1.	RFP issued to service providers/potential responders	December 2, 2016
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential	December 7, 2016 (Noon)
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	December 12, 2016 (5 PM)
4.	Submittal Deadline for Request for Proposals	December 16, 2016 (Noon)
5	Shortlist Firms notified of interviews	January 4, 2017
5.	Interviews with short listed firms (anticipated)	January 10, 2017
6.	Award (anticipated)	January 18, 2017

RSMP RFP: Construction Management Services 2b – School 1, Edison Educational Campus

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Section 1 - RSMP Overview

SECTION 1 - RSMP OVERVIEW

Purpose of Request:

The Rochester Joint Schools Construction Board (RJSCB) is seeking proposals from qualified professional Construction Management Firms to act as a Construction Manager (CM, or CM Team) on Phase 2 of the Rochester Schools Modernization Program (RSMP). This request for proposals is specifically related to the Phase 2b projects: Martin B. Anderson School No. 1 and Edison Educational Campus.

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

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

District Information:

The Rochester City School District (RCS D or 'District') is located in Western New York State on the south shore of Lake Ontario, and is bisected by the Genesee River. The RCS D has a city population of over 200,000 and a metropolitan population of over 700,000. The RCS D serves approximately 30,000 students in pre-Kindergarten through grade 12 and an additional 15,000 adult students in continuing education programs. It operates 39 elementary schools, 13 secondary schools, one adult/family learning center, and several alternative education programs. RCS D currently employs approximately 6,000 full-time employees.

RJSCB Information:

The seven-member RJSCB oversees the Rochester School Modernization Program (RSMP), which is a multi-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities. The comprehensive Program is estimated at \$1.2 billion spanning approximately 15 years. This RFP applies to only the Phase 2b Projects Martin B. Anderson School No. 1 and the Edison Campus.

CM Evaluation Criteria:

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

1. The relevant experience in the Phase 1 of the RSMP or other PK-/12 Upstate New York Urban School Districts over the past six (6) years will be a significant determinant in the selection of prospective CMs for the project.

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

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

RSMP RFP: Construction Management Services 2b – School 1, Edison Educational Campus

Proposal Submittal Protocols

Submission:

All of the requested information and fee proposals must be submitted in Ten (10) hard copies and one electronic copy and received in the RJSCB office, which is located at 1776 N. Clinton Avenue, Rochester, NY 14621, attention Pépin Accilien, RSMP Program Management Director. Proposals are due on Friday, December 16 at 2 p.m. All proposals must be clearly marked as proposals on the outside of the package.

Preparation Costs:

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

Insurance Requirements:

Insurance Policies:

The construction management consultant 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/ \$3,000,000 aggregate
Workers' Compensation:	Statutory amount
Employer's Liability:	\$500,000.00
Excess/Umbrella (for general aggregate and auto liability only):	\$5 million

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The 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. 30 Days' Notice of Cancellation is required. Selected firms are responsible for the payment of all insurance premiums. The City of Rochester, Rochester City School District, Savin Engineers, P.C., Gilbane Building Company, The County of Monroe Development Agency (COMIDA or another Capital Bonding agency to be named by RJSCB), and U.S. Bank National Association (the Trustee), must be named as additional named insured on such policies as well.

Indemnification & Hold Harmless:

The Construction Manager will be required to indemnify and hold harmless the Board, the Program Manager, and other parties as set forth in Section 8.2 of the Agreement between the Board and the Construction Manager. The form of agreement is attached hereto and made a part of this RFP.

Interview Protocols:

Proposals will be reviewed and firms will be notified on January 4, 2017 regarding interviews that are scheduled for the week of January 10, 2017. Final selection of the firms is anticipated at the RJSCB meeting on January 18, 2017.

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Commitment:

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

Equal Opportunity:

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

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

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

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

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

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

The RJSCB is also committed to the meaningful participation of qualified Minority-Owned, Women-Owned, Disadvantaged Business Enterprises and Small Business Enterprises throughout the RSMP. In order to meet this commitment, suppliers, professional service firms and/or other business entities providing goods or services under a

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RJSCB contract of \$25,000 or more (and \$100,000 or more for construction services), shall agree to engage qualified Minority-owned, Women-owned, Disadvantaged Business entities, and Small Business entities to assist in the completion of all work under any such contract.

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

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

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

The CM shall be required to include a stipulated Allowance (see Section 3 CM Fee Proposal) to compensate for the CM Team’s ‘key staff’ to provide mentoring-type activities in support of the RJSCB’s new Business Opportunities Program (BOP) initiative. An overview of the BOP initiative is provided in Section 6 - Scope of Services (item A) of this RFP.

Procurement Protocol:

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposals includes and imposes certain restrictions on communications between the Board and an Offerer during the procurement process. **An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Board (“restricted period”), to other than the Board’s Procurement Officer or its Designee (the Program Manager) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).** The Board’s Procurement Officer(s) or Designee for this Governmental Procurement, as of the date hereof, is identified in this Request for Proposals. Board employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the 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.

RFP Questions:

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to PAccilien@savinengineers.com by Noon on December 7, 2017. Submitted questions and answers will be provided to all solicited firms via email by close of business, on December 12, 2016 (barring any unforeseen circumstances).

Section 2 – Project Information Packet

SECTION 2 – PROJECT INFORMATION PACKET

Phase 2b Project Overview:

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

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

- Martin B. Anderson School 1
- Edison Educational Campus

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

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

Preliminary milestone schedules for Martin B. Anderson School No. 1 and the Edison Educational Campus follow.

Martin B. Anderson School #1

PRELIMINARY SCHEDULE MILESTONES

DESIGN:

- | | |
|--|--------------|
| • A/E Award of Contract | 12 Sept 2016 |
| • Anticipated SED Commissioner Approval Date (CAD) | 05 May 2017 |
| • Issue Construction Documents for Bidding | 09 May 2017 |

BIDDING & CONSTRUCTION:

- | | |
|-------------------------------------|-------------|
| • Contract Award | 15 Jun 2017 |
| • Construction Completion/Occupancy | 01 Aug 2018 |

Edison Educational Campus

PRELIMINARY SCHEDULE MILESTONES

DESIGN:

- | | |
|--|-------------|
| • A/E Award of Contract | 12 Sep 2016 |
| • Anticipated SED Commissioner Approval Date (CAD) | 12 Jun 2017 |
| • Issue Construction Documents for Bidding | 12 Jun 2017 |

BIDDING & CONSTRUCTION:

- | | |
|-------------------------------------|-------------|
| • Contract Award | 01 Sep 2017 |
| • Construction Completion/Occupancy | 01 Aug 2019 |

Section 3 – CM Fee Proposal Form

SECTION 3: CM FEE PROPOSAL FORM

(Page 1 of 2)

FIRM NAME: _____

ADDRESS: _____

TEL/E-MAIL: _____

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

PROJECT NAME: **Martin B. Anderson School No. 1**

PLANNED CONSTRUCTION BUDGET \$ 17,500,000 (including contingencies)

SED PROJECT CONTROL NO: 26-16-00-01-0-001-022

HOURLY RATES ELIGIBLE FOR ADDITIONAL SERVICES

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

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

SECTION 3: CM's BASIC FEE PROPOSAL

(Page 2 of 2)

Proposed Breakdown of CM Fee by Phase :

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

TOTAL WRITTEN VALUE NOT TO EXCEED FEE PROPOSAL FOR MARTIN B. ANDERSON SCHOOL NO. 1

_____ (DOLLARS)

ADDITIONAL REIMBURSABLE ALLOWANCES (If determined necessary)

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

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

PROPOSAL AUTHORIZED BY: _____

Printed Name/Title: _____

Date: _____

SECTION 3: CM FEE PROPOSAL FORM

(Page 1 of 2)

FIRM NAME: _____

ADDRESS: _____

TEL/E-MAIL: _____

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

PROJECT NAME: Edison Educational Campus

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

SED PROJECT CONTROL NO: 26-16-00-01-0-111-032

HOURLY RATES ELIGIBLE FOR ADDITIONAL SERVICES

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

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

SECTION 3: CM's BASIC FEE PROPOSAL

(Page 2 of 2)

Proposed Breakdown of CM Fee by Phase

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

TOTAL WRITTEN VALUE NOT TO EXCEED FEE PROPOSAL FOR EDISON EDUCATIONAL CAMPUS

_____ (DOLLARS)

ADDITIONAL REIMBURSABLE ALLOWANCES (If determined necessary)

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

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

PROPOSAL AUTHORIZED BY: _____

Printed Name/Title: _____

Date: _____

APPENDIX A

CERTIFICATION OF NON-COLLUSION IN BIDDING

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

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

FULL LEGAL NAME OF FIRM OR CORPORATION

BY _____
AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE AND FACSIMILE NUMBERS

DATE

E-MAIL ADDRESS

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 Offerer’s as to the Offerer’s understanding of and agreement to comply with the Board’s procedures relating to permissible contracts during a Governmental Procurement pursuant to State Finance Law §139-j(3).

Instructions:

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

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

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

APPENDIX C

**OFFERER’S CERTIFICATION OF COMPLIANCE WITH
STATE FINANCE LAW §139-K(5)**

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

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

APPENDIX D
FORM OF OFFERER'S DISCLOSURE OF
PRIOR NON-RESPONSIBILITY DETERMINATION

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

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

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

No

Yes

If yes, please answer the next questions:

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

No

Yes

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

No

Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below:

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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: _____

APPENDIX E

**PROPOSER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

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

[Please Check One]

PROPOSER'S CERTIFICATION

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

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

Dated: _____, 20____

SIGNATURE

PRINTED NAME

TITLE

FULL BUSINESS NAME

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

APPENDIX F

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.

EBE UTILIZATION PLAN (DP-1)		Rochester Schools Modernization Program		
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__		
Project Goals: MBE – 17% WBE – 10 % DBE – 3 % SBE – 3 %				
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
<p>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.</p>				
[Bidding Company's Official Printed Name and Title]: _____				
Authorized Signature: _____ Print Name: _____ Title: _____ The				
<p>The CONSULTANT 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.</p>				

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

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

RSMP PROJECT: _____

PARTICIPANT: _____

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

_____ sole proprietorship (individual)

_____ a partnership

_____ a corporation

_____ a joint venture

Detailed description of work items to be performed by EBE:

_____ (indicate labor, supplier,

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

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

_____ Disadvantaged Business Enterprise

_____ Minority-Owned Business Enterprise

_____ Small Business Enterprise

_____ Women-Owned Business Enterprise

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

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

By: _____

Printed Name: _____

Title: _____

Date: _____

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

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

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 () 1st Tier-or- () Lower Tier Contractor:* The reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* Only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1st Tier Project contract. If you are a 1st Tier contractor leave blank or indicate N/A.
5. *Construction Trade Class:* Indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.
6. *(a) Total All Hours by Trade M (Male) F (Female):* Under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.

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

(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, subtotalling 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, subtotalling 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.

RSMP RFP: Construction Management Services 2b – School 1, Edison Educational Campus

MONTHLY EMPLOYMENT UTILIZATION REPORT – DP3-RSMP										ROCHESTER SCHOOLS MODERNIZATION PROGRAM									
1. Project :										2. Reporting Period (MMM / YYYY) _____ / _____									
3. Reporting contractor Name / Address / Phone No. / Fax No.										4a. Reporting contractor is a () 1st Tier - or - (X) Lower Tier contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:									
Project Goals: MBE – 17% WBE – 10 % DBE – 3 % SBE – 3 %																			
5.	POSITION	EMPLOYEE	6a. Total All Hours by Service		6b. Black not of Hispanic Origin (Hours)		6c. Hispanic (Hours)		6d. Asian or Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority % of Total Hours	8. Female % of Total Hours	9. Total Number of Employees		10. Total Number of Minority Employees		
			M	F	M	F	M	F	M	F	M	F			M	F	M	F	
Grand Total																			
Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted Project site during the above noted month.																			
11. Reporting Company Official's Printed Name and Title _____										12. Reporting Company Official's Signature _____				13. Date Signed ___/___/___		14. Page ___ of ___			

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

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

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

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

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

In addition to required submissions noted above, the same submissions must be made by the 1st tier contractor directly to the ICO CONSULTANT no later than the 5th day of the following month. (e.g., November 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

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

Contractor \ Vendor Representative Signature

PROMISE OF NON-DISCRIMINATION

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

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

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

By: _____
(Signature)

Date: _____, 20_____

Name: _____
(Print name)

Title: _____
(Print title)

EBE ASSURANCE STATEMENT

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

Subject Proposal for _____

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

Representation of EBE Status

Name: _____

Address: _____

Phone #: _____

Fax#: _____

Email: _____

FEIN: _____

Work to be performed:

Dollar amount: _____

Percentage of the Total Bid amount: _____

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

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

Contractor/Bidder acknowledgement:

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

Name of Contractor/Bidder firm: _____

Authorized representative: _____

Authorized signature: _____ Date: _____, 20__

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

GOOD FAITH EFFORTS CHECKLIST

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

We, _____ by Owner/Principal _____

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

I/We have delivered written notice to three available certified 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.

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

(GOOD FAITH EFFORTS CHECKLIST continued)

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

1. Name of subcontractor/Vendor: _____

Phone #: _____

Address: _____

Date of Offer to Participate: _____

Date Offer was declined: _____

Reasons Given for Declining:

Please note all categories of ownership that apply:

African American Business Enterprise

Asian American Business Enterprise

Hispanic American Business Enterprise

Majority Enterprise

Native American Business Enterprise

Small Business Enterprise

Women-Owned Business Enterprise

2. Name of subcontractor/Vendor: _____

Phone #: _____

Address: _____

Date of Offer to Participate: _____

Date Offer was Declined: _____

Reasons Given for Declining:

Please note all categories of ownership that apply:

African American Business Enterprise

Asian American Business Enterprise

Hispanic American Business Enterprise

Majority Enterprise

Native American Business Enterprise

Small Business Enterprise

Women-Owned Business Enterprise

3. Name of subcontractor/Vendor: _____

Phone #: _____

Address: _____

Date of Offer to Participate: _____

Date Offer was Declined : _____

Reasons Given for Declining:

(GOOD FAITH EFFORTS CHECKLIST continued)

Please note all categories of ownership that apply:

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

4. Name of subcontractor/Vendor: _____

Phone #: _____

Address _____

Date of Offer to Participate: _____

Date Offer was Declined: _____

Reasons Given for Declining:

Please note all categories of ownership that apply:

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

Section 4: Form of Construction Management Agreement

RSMP RFP: Construction Management Services 2b – School 1, Edison Educational Campus

THIS AGREEMENT, also referred to as Contract, made as of DATE by and between the Rochester Joint School Construction Board, having its principal office and place of business at 1776 North Clinton Avenue, Rochester, New York 14621 (hereinafter the “Board”) and

FIRM

Having its principal office and place of business at

Two-line
Address

(hereinafter the “Construction Manager” or “CM”).

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

SED#
School Name
Street Address
City State Zip

and

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

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

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

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

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

ARTICLE 1

Retention of Construction Manager

The Board hereby retains the Construction Manager and the Construction Manager hereby agrees to act as the Construction

Manager for the Project(s) and to perform the services hereinafter described on the terms and conditions specified herein.

ARTICLE 2

Services to be Performed

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

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

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

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

ARTICLE 3

Additional Obligations and Responsibilities

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

RSMP RFP: Construction Management Services 2b – School 1, Edison Educational Campus

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

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

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

3.4 The Construction Manager shall designate one person as a Project Executive who, on its behalf, shall be responsible for coordinating all of the services to be rendered by it hereunder. The designation and continuance shall be subject to the approval of the Board. All personnel assigned by the Construction Manager to its performance of this Agreement shall cooperate fully with personnel assigned to the Project(s) by the Board and the Project Consultant, and, in the event the Board determines that any personnel of the Construction Manager have failed to cooperate or are not fulfilling the services of this Agreement, the Construction Manager, at the request of the Board, shall replace such personnel.

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

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

The Construction Manager shall submit to the Program Manager for its review and approval its staff to be assigned to provide the services required under this Agreement prior to

RSMP RFP: Construction Management Services 2b – School 1, Edison Educational Campus

the commencement of those services and concurrent with submitting its executed contract. The Board, during the course of the Project, reserves the right to approve staffing levels.

3.6 The Board shall include in all Contract Documents a requirement that the Contractors name the Construction Manager as an Additional Insured on insurance coverage provided by the

Contractors for the Project(s) that allows the naming of Additional Insureds.

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

ARTICLE 4 Payment for Services

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

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

- a. Traveling expenses, including transportation, meals and lodging, and long distance telephone calls, shall be reimbursed as an additional contract cost, provided, however, that normal commuting and daily travel expenses for Construction Manager's field or home office support staff shall not be reimbursable unless such travel is required for off-site visits to vendors or contractors in support of project activities or is approved in writing by the Board.

- b. Testing and any additional field services authorized in writing by the Board
- c. Reproduction costs for Contract Documents for bidding purposes, special reports, and other data and documents specifically requested by and furnished to or on behalf of the Board. This does not include the daily and incidental copying cost of daily reports or document reproduction at the jobsite or in the Construction Manager's offices.
- d. Approved reimbursable expenses shall be reimbursed at 1.0 multiplier

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

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

4.5 Upon satisfactory completion by the Construction Manager of all services required by this Agreement or, if this Agreement is terminated by the Board, all services provided prior to said termination, the Board shall make a final

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payment to the Construction Manager. Acceptance by the Construction Manager of the final payment shall operate as, and shall be, a release of the Board from all liability to the Construction Manager for anything provided or arising in connection with this Agreement.

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

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

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

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

ARTICLE 5 Field Office and Key Personnel

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

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

ARTICLE 6 Ownership of Documents

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

ARTICLE 7 Bidding on Project(s)

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

ARTICLE 8 Liability and Insurance

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

8.2 Construction Manager agrees to indemnify, defend and hold harmless the Board, the Rochester City School District, City of Rochester, Program Manager, Architect/Engineer(s), Technology Consultant (if any), and their affiliates, subsidiaries, directors, trustees, officers, board members, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, obligations, claims, damages, demands, causes of action, losses and expenses (including, without limitation, reasonable attorneys' fees and costs of suit) directly or indirectly relating to, arising from or in connection with: (a)

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any actual or alleged negligent act or omission or willful misconduct of Construction Manager or any of its agents, employees or subcontractors; (b) any breach by Construction Manager of any of its representations, warranties, covenants or obligations set forth in this Contract; (c) injury to person or

property (including death) to the extent arising out of or resulting from violation by Construction Manager of any state, federal, or local law, rule or regulation; or (d) any actual or alleged injuries to person or property (including death) suffered by any of Construction Manager's agents, employees, subcontractors or sub-consultants, or any employees or agents of Construction Manager's agents, subcontractors or sub-consultants in the course of their performance or completion of any Work or other obligations arising under or pursuant to the Contract, or upon any premises owned, leased or controlled by the Indemnitees, or any Project site, except to the extent caused by the Board or its employees or agents that nothing herein shall be construed as requiring the Construction Manager to indemnify the Indemnitees or any of them for any claim for damage or loss of any kind to the extent such loss or damage is caused by the negligence or willful misconduct of the Indemnitees or any of them. Construction Manager shall include in each Subcontractor agreement for the Project a provision substantially similar to this indemnification provision.

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

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

ARTICLE 9 Nature of Contractual Relationship

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

9.2 The relationship of the Construction Manager to the Board shall be that of independent Contractor, and the Construction Manager shall have no authority to bind the Board in any way with third parties without the prior written

consent of the Board. It is further understood that this Agreement is intended to secure the services of the Construction Manager because of its particular ability and experience and that this Agreement shall not be assigned, sublet, or transferred without the prior written consent of the Board.

ARTICLE 10 Termination of Agreement

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

ARTICLE 11 Diversity Plan

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

11.2 Prior to the execution of this Agreement, the Construction Manager shall submit an Equal Employment Opportunity ("EEO") Policy Statement to the Board's Independent Compliance Officer (ICO) within ten (10) calendar days after receipt of a request therefore. This EEO Policy Statement shall contain, but not necessarily be limited to, and

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the Construction Manager, as a precondition to entering into a valid and binding Agreement with the Board, shall, during the performance of this Agreement, agree to the following:

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

ARTICLE 12 Provisions Required by Law

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

ARTICLE 13 General Provisions

13.1 The Board shall determine every question of fact which May arise in relation to the interpretation of this Agreement and the performance by the parties hereto of their respective obligations and responsibilities hereunder, and the decision of the Board shall be final, conclusive and binding upon the Construction Manager unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as to necessarily imply bad faith.

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

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

13.4 If any term or provision of this Agreement or the application thereof to any person, firm or corporation or

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

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

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

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

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

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

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

ARTICLE 14

Time of Performance

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

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

Rochester Joint Schools Construction Board

Witness: _____

By:

Name: _____

Allen Williams, Chair

Date: _____

Consultant: Name

Witness: _____

By:

Name: _____

Name

Date: _____

(If Corporation Affix Corporate Seal)

Approved as to form:

Attorney for Rochester Joint School Construction Board by:

Edward P. Hourihan, Jr., General Counsel

Date: _____

SECTION 5: SCHEDULE 'A'

Provisions Required to be Inserted by Law

SECTION 5: SCHEDULE A

PROVISIONS REQUIRED TO BE INSERTED BY LAW

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

1. **Executory Clause.** In accordance with Section 376 of the Education Law, the Board shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.
2. **Non-Assignment Clause.** In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Board and any attempts to assign the Contract without the Board’s written consent are null and void. The Contractor may, however, assign its right to receive payment without the Board’s prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **Workers’ Compensation Benefits.** In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefits of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.
4. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work; or for the manufacture, sale, or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.
5. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

6. **Non-Collusive Bidding Requirement.** In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Board a non-collusive bidding certification on the Contractor's behalf.
7. **International Boycott Prohibition.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Contract exceeds \$5,000, the Contractor agrees, as a material condition of this Contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Contract's execution, such Contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).
8. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the Board, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the state, for the term specified above for the purposes of inspection, auditing and copying. The Board shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Board official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Board's right to discovery in any pending or future litigation.
9. Identifying Information and Privacy Notification.
 - (a) Federal Employer Identification Number and/or Federal Social Security Number.

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

(b) Privacy Notification.

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

10. **Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Schedule "A," the terms of this Schedule "A" shall control.
11. **Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
12. **Prompt Payment Requirements.** Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law. For the purposes of Article XI-A of the State Finance Law, the Rochester Joint School Board's office whose mailing address is 690 Saint Paul Street, Suite 421, Rochester, New York 14605, is the Board's designated payment office.
13. **No Arbitration.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York, County of Monroe.
14. **The Omnibus Procurement Act of 1992**, as amended, requires that, by signing this Proposal, the bidder certifies that whenever its Total Bid amount is greater than \$1,000,000.00: (a) it has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this Project, and has retained the documentation of these efforts to be provided upon request to the State; (b) it has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) it agrees to make reasonable effort, to provide notification to New York State residents of employment opportunities on this Project through listing any such positions with the Community Services Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The bidder further agrees to document these efforts and to provide said documentation to the State and the Fund upon request; and (d) it acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts. Documented efforts by a successful bidder shall consist of and be limited to showing that such bidder has:

- (a) Solicited bids, in a timely and adequate manner, from New York State Business Enterprises including certified Minority and Women’s Business Enterprises, or
 - (b) Contacted the New York State Department of Economic Development to obtain listings of New York State Business Enterprises, or
 - (c) Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or
 - (d) Participated in bidder outreach conferences.
 - (e) If the bidder determines that New York State Business Enterprises are not available to participate on the Contract as subcontractors or suppliers, the bidder shall provide a statement indicating the method by which such determination was made.
 - (f) If the bidder does not intend to use subcontractors on the Contract, the bidder shall provide a statement verifying such intent.
15. **Chapter 807 of the Laws of New York of 1992**, requires the Contractor and any individual or legal entity in which the Contractor holds a 10 percent or greater ownership interest and any individual or legal entity that holds a 10 percent or greater ownership interest in the Contractor’s firm either (a) have no business operations in Northern Ireland or, if they do have such an interest, (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the **MacBride Fair Employment Principles** and shall permit independent monitoring of their compliance with such Principles.
16. The Manager certifies that all information provided to the Board with respect to **State Finance Law Section 139-k** is complete, true and accurate.
17. The Board reserves the right to immediately terminate this contract in the event that it is found that the certification filed by the Manager in accordance with **State Finance Law Section 139-k** was intentionally false or intentionally incomplete.

SECTION 6: SCHEDULE 'B'

Scope of Services

SECTION 6: SCHEDULE B

SCOPE OF SERVICES

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

I. PRECONSTRUCTION PHASE

A. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

To help meet these objectives, the 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.

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

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

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

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

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

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

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

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

B. PROJECT MANAGEMENT SOFTWARE

Project Management Software will be Primavera Expedition (version 16.1, or newer) for all CM and PM responsibilities. All information provided to the CM from the A/E Team, and Trade Contractors is to be actively managed in real-time to assure overall project coordination. Accordingly, all ‘raw data’; schedule information, deliverables, reports, submittals, etc. shall be formatted for PM approval, and fully integrated as a database accessible at any time by Savin as the overall Program Manager. The CM shall be fluent in the use of the Primavera Expedition platforms, and specifically the P6 scheduling software (see Section C – Scheduling General Framework Requirements).

As a baseline, the scheduling modules (see below) are the minimum. Other Primavera Expedition software may be needed to satisfy the unique needs and circumstances of each specific Phase 2b School Project.

MODULES PROPOSED FOR USE BY CMs ON ROCHESTER PROJECTS

Modules in Primavera	Proposed Use	Comments
Project Information		
Schedule	No	Using P6
Contacts	Yes	User Access/Administrator Entry
Issues	Yes	
Communications		
Transmittals	Yes	
Request for Information	Yes	
Notices	No	Open to input from CM to justify use
Noncompliance Notices	Yes	Hopefully not needed
Letters	Yes	CM to access contacts name/address and files
Corr. – Sent	Yes	Use includes copies of critical emails
Corr. – Received	Yes	Use includes copies of critical emails
Meeting Minutes	Yes	
Notepads	Optional	To be determined (TBD), based on Project needs
Telephone Records	Optional	Rare, but certain projects evoke need to use
Safety	Yes	HASP, OSHA Reports/Violations, Incident Reports
Contract Information		
Cost Worksheet	Yes	
Contracts – Budgeted	Yes	Allows for internal estimating
Contracts – Committed	Yes	
Purchase Orders	Yes	Needed for inspection services
Trends	Optional	TBD
Payment Requisitions	Yes	
Change Management	Yes	Tracking from Request for Proposal to Approval
Proposals	Optional	TBD
Change Orders	Yes	
Procurement	Optional	TBD
Logs		
Drawing Sets	Optional	
Drawings	Optional	
Submittal Packages	Yes	
Submittals	Yes	
Material Deliveries	Optional	TBD
Daily Reports	Yes	
Insurance	Yes	Set alerts to notify when approaching expiration
Punch Lists	Yes	

C. SCHEDULING GENERAL FRAMEWORK REQUIREMENTS

Rochester Schools Modernization Program: Schedule Guidance Document Contents

1. Purpose

2. Applicability

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3.2 Schedule Work Breakdown Structure and Activities

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3.2.2. Activities

3.3 Baseline Schedule Development

3.3.1 Safety Requirements

3.3.2 Inclement Weather

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4. Progress Schedule

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5. Additional Guidance Applicable to Contractor Schedules Only

6. Submittal of Schedules

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6.1.4 Native Schedule File Formats

6.2 Monthly Progress Schedule Submittal Requirements

6.2.1 General Submittal Requirements

6.2.2 Baseline Schedules for Professional Service Contracts

6.2.3 Monthly Progress Updates for Professional Service Contracts

6.2.4 Baseline Schedules for Construction Contracts

6.2.5 Monthly Progress Updates for Construction Contracts

Sample E.3a – Basic Schedule Elements

Sample E.3b - RSMP Work Breakdown Structure

Sample E.3c - Example Baseline Consulting Schedule

Sample E.3d - Example Progress Consulting Schedule

1. Purpose

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

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

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

2. Applicability and Basic Requirements

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

There are five (5) basic elements to schedule submittals. (See Sample C.1)

1. **Pre-Construction Baseline.** Initial schedule submitted before work begins that will serve as the baseline for measuring progress and departures from the schedule.
2. **Pre-Construction Progress.** Monthly submittal of a progress schedule documenting progress on the project and any changes anticipated.
3. **Construction Baseline.**
4. **Construction Progress.**
5. **Schedule Narrative.** Concise narrative that highlights changes in the schedule, expected delays, key schedule issues, etc., along with a cash flow graph or summary table.

The **Schedule Narrative** is submitted to the RJSCB on a monthly basis at minimum, or as necessitated by the Progress Schedule course of events. The Schedules required herein will be prepared by the CM using the following software in order to be compatible with the reporting/monitoring needs, unless prior permission to use another software is requested and granted by the RJSCB.

Primavera Project Planner (now owned by Oracle) version 16.1, or the latest edition at the start of the Construction Phase

3. Baseline Schedule

3.1 General

The RJSCB will inform each selected CM of the Project Code for the Project. The file naming convention is demonstrated in the examples below.

Baseline:

Format. ProjectCode_ACRONYM_DocumentType_Date_

Example. 1701_NOKPI_ScheduleBaseline_08162011_.XER

Monthly Update:

Format. ProjectCode_ACRONYM_DocumentType_Date_

Example. 1701_NOKPI_ScheduleUpdate_09162011_.XER

Monthly Schedule Narrative:

Format. ProjectCode_ACRONYM_DocumentType_Date_

Example. 1701_NOKPI_ScheduleNarrative_09162011_.DOC

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

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

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

3.2 Schedule Work Breakdown Structure and Activities

3.2.1 Work Breakdown Schedule (WBS)

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

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

3.2.2 Activities

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

3.2.2.1 Activity ID Number

- Use a four-digit number left justified in the activity I.D. field.
- Alphanumeric activity numbers are NOT acceptable.

3.2.2.2 Activity Description

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

3.2.2.3 Activity Durations

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

3.2.2.4 Activity Start and Finish Dates

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

3.2.2.5 Activity Dependencies

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

3.2.3 Milestone Activities

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

3.2.3.1 Pre-Construction Schedule (Engineering Design Example)

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

3.2.3.2 CM Schedule

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

3.3 *Baseline Schedule Development*

The CM will designate an authorized representative (Project Scheduler subject to approval by Program Manager) responsible for developing and updating the Schedule, and preparing requested and monthly reports. It is required that this designated qualified expert develop the Baseline Schedule.

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

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

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

3.3.1 Safety Requirements

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

3.3.2 Inclement Weather

Refer to climatology data for anticipating Work that can be affected by inclement weather. Historical rain days can be reviewed from the following web site:

www.intellicast.com/local/history.aspx?location=USNY1232

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

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

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

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

4. Progress Schedules (Pre-Construction and Construction)

As described in Section 3, the Baseline Schedule, the document is used to coordinate and monitor the Work. The CM must at all times maintain a copy of the approved Baseline Schedule, as well as each revision to the approved Pre-Construction and Construction Schedules for review at any time by the PM. The Progress Schedule is a working copy of the approved Master Pre-Construction Baseline (MPCB) and MCBB. The Baseline Schedule will be updated at least monthly. If progress lags, the Schedule will be re-stated as often as the CM deems necessary between the regular monthly updates. Monthly schedule updates and narratives are a CM deliverable requisite for approval and processing of CM's own monthly progress pay requisition on the Project.

Note, at minimum the Progress Schedule will be updated (data date) on the same day of each month as agreed with the PM.

All Float time is for the exclusive use of the RJSCB.

4.1. Progress Updates

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

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

4.2 Schedule Narratives

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

- Speed review time
- Explain variances from baseline on critical path activities
- Explain to the PM logic changes and potential Schedule conflicts related to dependences.
- Concise summary of the projected cash flow for the Project based on the stasured Progress Schedule.
- Interventions to recover time or delays, as well as recommendation on 'action' needed.

If the Project is falling behind, and/or there are significant conflicts and obstacles to meeting the approved Master Schedule, then the Schedule Narrative should describe in detail these issues and what steps will be necessary for the Project to recover. Sharing this information ensures that the entire Project Team will be aware of the issues and have ample opportunity to assist where applicable.

The cash flow graphs/tables (both planned and actual) summarize the past and future projected cost, by month, of delivering the work.

5. Submittal of Schedules

5.1 Submittal File Formats

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

5.1.1 Baseline Schedule

Submit the Schedule in native.xer file format, and also submit a pdf of the bar chart schedule consisting of the following columns:

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

5.1.2 Progress Schedule

Submit the Schedule in native.xer file format, and also submit a pdf of the bar chart schedule consisting of the following columns:

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

5.1.3 Schedule Narrative

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

5.1.4 Native Schedule File Formats

The native structure is to save the Schedule as follows:

In Primavera 6, version 16.1 or its current software version at the start of the Construction Phase

- Save the file as a native.xer file

5.2 Monthly Progress Schedule Submittal Requirements

5.2.1 General Submittal Requirements

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

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

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

5.2.4 Baseline Schedules for Construction Trade Contracts

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

5.2.5 Monthly Progress Updates for Construction Trade Contracts

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

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

Sample C.1 – Basic Schedule Elements

Sample C.2 – Typical Work Breakdown Structures

Sample C.3 – Typical Baseline Consultant Schedule

Sample C.4 – Typical Progress Consultant Schedule

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

RSMP RFP: Construction Management Services 2b – School 1, Edison Educational Campus

SAMPLE C.1

RSMP Phase 2 Scheduling General Framework Requirements						
Sample C.1 – Basic Schedule Elements						
	Schedule Element	Produced by:	Update Frequency	Primary Updater	Update info from:	Key Elements
	Master Pre-Construction Baseline (MPCB)	CM	Only at Major scope-schedule changes	N/A	RJSCB	Pre-Const Sub-Phases, All Approval dates from AHJ's, Town Hall Mtgs, BAC's, Key bid -award dates, Key Decision Dates.
	Pre-Construction Progress	CM	Monthly	PM then CM	RJSCB, A/E, PM	Record Progress against Plan, Recovery plans if necessary. Identify impact from Scope, Schedule changes or missed decisions.
	Construction Baseline - Bidding	CM	N/A	N/A	PM, A/E, RJSCB	In sufficient detail to show plan for how project can be built within the proscribed start and finish dates. Show Phased construction if required. Show work required beyond standard single shift per work day. Show durations for rolled up activities. Show anticipated Submittal processing and procurement information.
	Master Construction Baseline - Build (MCBB)	CM	Once	N/A	Primes, PM, CM	Revise logic of Construction Baseline-Bidding schedule with sole goal to improve outcome for all parties. Add additional levels to the WBS to show in great detail how project is to be built. Fully Integrate prioritized submittal process, approvals, procurement activities to support the Critical path.
	Construction Progress	CM	Monthly	CM	Primes, CM, PM	Record actual progress against the Baseline-Build schedule. Identify need for and produce recovery schedules as needed to assure key dates are met.

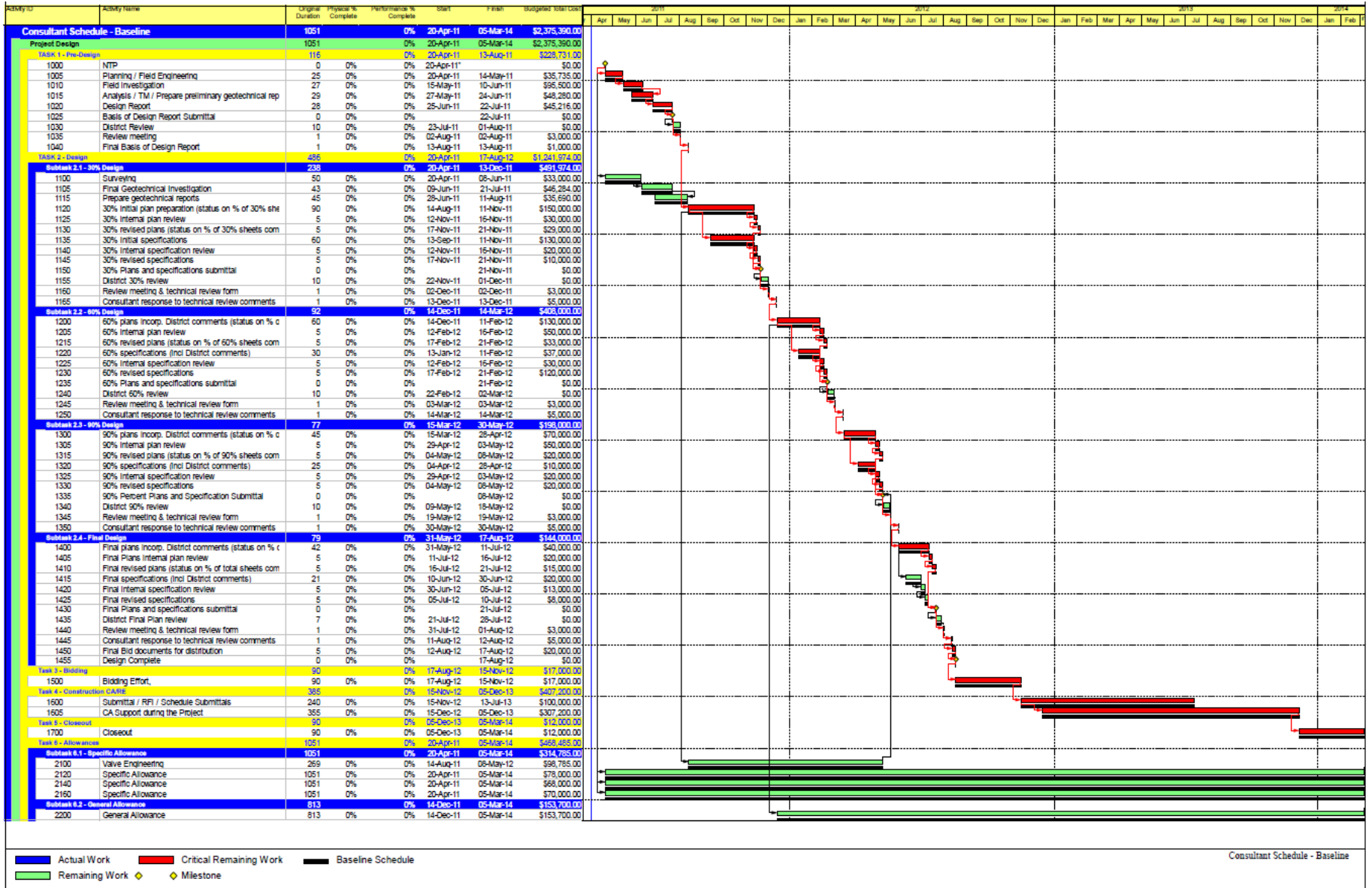
SAMPLE C.2

Typical Work Breakdown Structure

CM's Scheduling levels for Bidding Documents					Added levels for Construction scheduling		
WBS Level	Project wide	Phase Level	Sub-Phs Level 1 (S-P L1)	Sub-Phs Level 2	S-P L3	S-P L4	Add levels as needed
XX.	PW						
XX.X.		Phase level					
XX.A.		A. Pre-Const					
XX.X.X.			Sub-Phs Level 1				
XX.A.A.			A. Design				
XX.X.X.X				Sub-Phs Level 2			
XX.A.A.1.				1. Program Verification			
XX.A.A.2.				2. Schematic Design			
XX.A.A.3.				3. Design Development			
XX.A.A.4.				4. Construction Documents			
XX.A.A.5.				5. Special Studies			
XX.A.B.			B. CM-Pre Con				
XX.A.B.#.				#'s. Tasks			
XX.A.C.			C. Bid / Award				
XX.B.		B. Construction Baseline(Bidding)					
XX.B.#.			#.Roll Up Activities	Major Activities Within Rollups			
XX.B.1.			1. Site				
XX.B.2.			2. Foundation				
XX.B.3.			3. Structure				
XX.B.4.			4. Envelop				
XX.B.04.01				1. Ext Walls			
XX.B.04.02.				2. Ext Skin			
XX.B.04.03.				3. Roofing			
XX.B.04.04.				4. Windows			
XX.B.04.##.				##. Etc			
XX.B.05			5. Demising walls				
XX.B.06			6. MEP-FP RO				
XX.B.07			7. Finishes				
XX.B.08			8. Sp Equip				
XX.B.09			9. MEP-FP Finishes				
XX.B.10			10. Cx				
XX.C.		C. Closeout / Warranty					

RSMP RFP: Construction Management Services 2b – School 1, Edison Educational Campus

SAMPLE C.3



D. SCHEMATIC DESIGN:

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

1. The CM shall make or assist in presentations regarding the Project to the PM, the Executive Director, Representatives of the Rochester City School District (“RCSD”), Building Advisory Committee (BAC) and to the public, as part of Basic Services.
2. The initiation of estimating services for Schematic Design (SD) in the form of the CM’s review and comments as professional assessments of the drawing documents and Construction Cost Estimate submitted by the A/E Team with regards to the conformance with the RJSCB Program, Budget and Schedule. The CM’s assessments of the Project shall be in written form acceptable to the PM and with supporting detail. **THE CM SHALL DEVELOP ITS OWN DETAILED SCHEMATIC DESIGN ESTIMATE.** The CM shall include appropriate contingencies for design, bidding or negotiating price escalation and market conditions in the estimates of the Cost of the Work. This effort may require analysis of multiple options. Reconcile the CM estimate with the A/E estimate.
3. Provide written value engineering report(s) as required to hold the cost of construction within the fixed limit of the budget as necessary to reconcile the Scope and Construction Cost Estimate from the A/E’s Schematic Design Submission..
4. Develop and periodically update, as requested by the PM or Board, a design schedule, bid schedule, and preliminary CPM construction schedule in P6 (see above topic C). The CM shall obtain the Architect’s and PM’s input, for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the CM’s services, Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities and highlight items that could affect the Project’s timely completion.
5. Participate in project related meetings and presentations as requested.
6. As it affects and / or impacts this Project’s scope of work, provide coordination with the RJSCB’s Move Manager for the orderly strategy to move out to Swing Space and the return from Swing Space of building occupants, equipment, supplies, materials, furniture, etc.
7. Throughout the Pre-Construction and Construction Phases provide support to the Business Opportunity Program, (See above topic A).

E. DESIGN DEVELOPMENT:

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

1. Develop the Construction Cost Estimate framework or model based upon the Design Development (DD) in increasing detail and refinement, for all divisions and sections, commensurate with the Documents. The Cost Estimate model will include work understood to be necessary but not yet shown on drawings as a further step of transitioning beyond the A/E’s Schematic Design Construction Cost Estimate.
2. Provide written report within 15 calendar days of receipt of drawings to the PM on increase in cost of construction, if any, based on the proposed design and refinement of details through DD phase.
3. In consideration of the Design Development information, provide written recommendations on the relative feasibility of design relative to: availability of materials, labor, procurement, installation, construction, and impacts relating to construction cost and constructability including but not limited to the use of alternative designs or materials, preliminary budgets and possible economies.
4. Provide a written analysis of the types and quantities of labor required for the Project including a review of the availability of appropriate categories of labor required for critical phases and recommendations for actions to minimize adverse effects of labor shortage including EEO requirements.

5. Provide a draft of the Special Conditions specific to the project.
6. Provide written report identifying design details, systems, equipment, life cycle cost and or conditions that add value to the project.
7. Provide a written report to PM on general constructability issues observed in the Design Development Documents. (following topic G).
8. Participate in Design team meetings and such other meetings as shall be called.
9. Continue development of the CPM project schedule in a level of detail, for all divisions and sections, commensurate with Design Development Documents and in a form acceptable to the PM.
10. Develop a comprehensive site logistics plan with assignment of temporary Project facilities, utilities, equipment, materials and services for the common use of the contractors for inclusion with the Bid Documents, and a budget sufficient for its implementation.
11. Review the Drawings and Specifications and make recommendations as required to assure that the Work of the A/E Team is coordinated with the District-wide Consultants for DWT, Food Service, EPC, and other Owner or District Consultants/Contractors.

F. CONSTRUCTION DOCUMENTS:

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

1. Based upon the Construction Cost Estimate model established in the DD's, provide estimating services for Construction Documents (CD) in the highest level of detail and refinement, for all divisions and sections, commensurate with the documents. All required work including; temporary facilities and controls, temporary utilities, site logistics plan to be estimated.
2. Provide a written report (including the detailed Initial Construction Cost Estimate) to the Design team within 15 calendar days of receipt of the 60% to 70% complete Construction Document's, and a second Final Construction Cost Estimate based upon the 90% to 95% complete Construction Documents submitted to the State Education Department for Final Approval to Bid and Award the proposed School Project.
 - i. The measure of the CM's acceptable performance of Cost Estimating Services will be the total of the lowest responsible Bids that could be Awarded for the Construction of the Final Construction Documents as approved by RJSCB being within five (5) percent less, or no more than 5% above the CM's Final Estimate submitted to RJSCB for approval to Bid.
 - ii. Construction Manager will be responsible to the RJSCB for any and all damages resulting from the Construction Manager's material or significant omissions or errors in its final Construction Document (CD) estimate or caused by the Construction Manager's negligence in the preparation of the final CD estimate.
 - iii. The RJSCB shall have the option to have the CM prepare additional Final Cost Estimates along with specific recommendations on the measures needed to bring the Project within the approved Budget, and/or solicit an independent third-party to provide the needed Services to align the Project Scope and Budget.
3. The CM shall review and *finalize* all Sections of the front-end template provided by the PM to the CM; and more specifically the General Conditions prior to their inclusion to bid documents for clarity and completeness from the viewpoint of prospective bidders, to minimize ambiguities, mistakes, omissions, and conflicts thereon, and to assure uniformity of understanding of bid documents by the bidders. The front-end template, including but not limited to the General Conditions, must be approved by the Board's general counsel and the PM prior to inclusion in the bid documents.
4. The CM shall scope for incorporation in the General Trades Bid the provisioning of a project site trailer, utility connections, and necessary furnishings, telephones, copiers, desks, chairs, etc. to allow for the operation of the CM's on-site office functions

5. Provide a final draft of Special Conditions specific to the project. Review the Contract Documents to verify that the requirements of the Part 155 of the Regulations of the Commissioner of Education are included in the Contract Documents.
6. Concurrent with SED submission, the CM will provide a written Constructability Review to the Design team and PM on constructability issues observed in the Construction Documents drawings. (See Section G – Constructability Review). In addition, the CM shall be responsible for reviewing Design Documents following the Independent Document Coordination (IDC) Review to ensure incorporation of changes and comments suggested in the IDC Report.
7. Develop a comprehensive scope of work for inclusion in the Bid Documents for each prime contract, assigning all items of work to a specific Contract to provide that the Work of the Contractors is coordinated, all requirements for the Project are assigned to the appropriate Contract, the likelihood of jurisdictional disputes is minimized and proper coordination is provided for phased construction.
8. Provide a bidding schedule and construction schedule for inclusion in the Bid Documents in a form acceptable to the PM (see Section C for requirements).
9. Collaborate with the Architect to produce final and complete Bid Documents. The CM shall assist the Owner and the PM in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Prime Contractors. The CM shall verify that the Owner has paid applicable fees and assessments. The CM shall assist the Owner, the PM, and the Architect, in connection with the filing of documents required for the approvals of governmental authorities having jurisdiction over the Project.
10. Participate in project related meetings and presentations as requested.

G. CONSTRUCTABILITY REVIEW (CR)

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

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

As part of the CM's Constructability Review (CR), the CM will as necessary confer and coordinate with A/E Team as to form of reporting log for maximum ease of tracking and status reporting of items by all parties. Perform the CR to 100% documents. Log and organize any error, omission or ambiguous item. Submit log to Architect for correction and simultaneously to PM for record. When notified by Architect that all logged items have been resolved, perform Back Checks, as needed, to verify all logged items have been, in the CM's opinion, satisfactorily resolved. Notify Architect and PM in writing when the CR is complete and the documents are, in the CM's opinion, of a quality that is ready to bid.

H. BIDDING AND AWARD:

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

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

II. CONSTRUCTION PHASE

A. CONSTRUCTION ADMINISTRATION:

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

1. Provide Construction Phase Services commencing with the awarding of any Contract for Construction until the Architect issues the final Certification for Payment, and the Close-Out Record Documents are accepted by RJSCB.
2. After Contract award, organize and conduct Kick-off meeting(s) with the Contractors, RCSD and PM Representatives to facilitate mobilization and field construction activities. Detailed agenda and minutes for such meetings shall be prepared by the CM and copies furnished to the PM, RJSCB, RCSD, Architect, Contractors and other attendees.
3. Prior to commencement of the construction, obtain and review for completeness and accurate Certificates of Insurance for forwarding to our Insurance Consultant, Assent Letter and Bond Certificates from the Contractor(s). Provide a review and forward same to the PM.
4. Provide field staffing as required to meet the responsibilities of this Contract, with qualifications as specified in Section 3.5 of the CM Services Agreement including OSHA-certified personnel where required.
5. Review and recommend acceptance or rejection of schedule of values prepared by Contractors.

6. Using P6, produce a baseline Master Project CPM Schedule, prepared with input from the Contractors which will identify and deliver the goals of the program: schedule for start, completion and turnover of the school, in a format satisfactory to the PM. Once created by the CM and approved by the PM, the baseline Master Project Schedule will be formally accepted and approved, in writing, by all Prime Contractors. Provide updates, on at least a monthly basis, status the activities of the Contractors on the Project, including activity sequences, logic and durations, progress, actual start dates, actual finish dates, allocation of labor and materials, processing of submittals including but not limited to; Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The construction schedule shall include the Board's occupancy requirements showing portions of the Project having occupancy priority. All updated schedules will reference current project status against the original baseline Master Project Schedule. CM to submit a variance report to PM along with each schedule update plus a recovery schedule if needed, to illustrate what actions will occur to regain any behind schedule activities. Priority shall be given to producing recovery schedules where needed.
7. Maintain a list of the names, addresses and telephone numbers of the employee of the Contractors who can be contacted in the event of an off-hours emergency at the building site. The CM shall provide copies of said list to the PM and the Board at the commencement of each Contractor's work and shall update same and distribute to the Owner as necessary.
8. Make independent written recommendations to the PM and the Architect regarding changes or variances in the Work which the CM thinks may be necessary and/or advisable. No written or oral instructions shall be construed as directing a change in the Work unless in the form of an approved Change Order or Construction Change Directive. Change Orders or Construction Change Directives prepared by the CM shall describe in detail the changes to be performed and shall state the changes, if any, in construction cost and or Contract time from the relevant Contractor or the methodology to determine cost is agreed to. There shall be no extension of Contract time on account of any Change Order or Construction Change Directive unless specifically stated in an approved Change Order or Construction Change Directive. If a change in construction cost and/or Contract time is not determined until after the change in Work has been performed, the Change Order or Construction Change Directive shall specify the extent and method for determining same when the change in the Work is completed. All changes in the Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the Change Order or Construction Change Directive.
9. Manage and coordinate Request for Information (RFI) process.
10. Manage and coordinate Shop Drawings review process to ensure timely processing. Facilitate a planning session between the Architect and the Contractors to develop a schedule for prioritizing, submission and processing of submittals to support the Master Project Schedule. The CM shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect and PM those that the CM recommends for approval. The CM's actions shall be taken in accordance with the Project submittal schedule approved by the Architect and PM, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in activities of the Contractor, other Contractors, RCSD or the Architect.
11. Manage field operations. Review all Contractor field observation reports and daily reports for accuracy. . Maintain record of these reports. CM to produce its own Daily Report in a form acceptable to the PM.
12. Coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the CM, the PM and the Board's consultants to manage the Project in accordance with the latest approved estimate of construction cost, the project schedule and the Contract Documents.

13. The CM shall maintain accurate and complete accounting records; Original Contract Amount, Approved Changes to Date, Pending Changes, Potential Changes, Work performed under Unit Costs, Additional Work performed on the basis of actual costs of labor and materials [T&M], and other Work requiring accounting records, in a format acceptable to the PM.
14. The CM shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.
15. Based on the CM's observations and evaluations of each Contractor's Application for Payment, the CM shall review and certify the amounts due the respective Contractors. The review and certification will be done in concert with the project Architect's review and certification.
16. The CM shall prepare an Application and Certification for Payment based on the Contractors' Certificates for Payment including back up documentation as may be required by the RJSCB Procurement Officer.
17. The Construction Managers' certification for payment shall constitute a representation to the Owner that the CM has reviewed requisitions received from Contractor's , sub-contractors and material suppliers to substantiate the Contractors right to payment and that the Contractor is entitled to payment in the amount certified.
18. The issuance of a Certificate for Payment shall not be a representation that the CM has made exhaustive or continuous on-site inspections to check the quality or quantity of the work, reviewed construction means, methods, techniques, sequences for the Contractor's work, or procedures, ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor to submit completed lien waivers for all work and supplies covered by the Certificate of Payment. CM to prepare and maintain a lien log. Such lien waivers shall be reviewed and approved by the CM. The review and approval of the lien waivers by the CM shall constitute a representation by the CM that the lien waivers have been submitted by the Contractor for each of their identified sub-contractors and have been executed and delivered by Contractors. The CM shall give PM immediate notice in writing of the filing of any lien by a Contractor.
19. Coordinate with the Architect and Contractors to conduct pre-installation meetings, of unique equipment, building systems and assemblies, such as, food service equipment, elevators, switch gear, millwork, etc.
20. Assist the Commissioning Agent (Cx), if used, to schedule and coordinate commissioning as may be specified with the Contractors and Architect.
21. Monitor all material testing and inspection activities. Establish procedures to ensure that all parties acknowledge and respond to the deficiencies identified in these reports. Provide the Architect/Engineer the reports in a timely manner. Maintain a record of all reports and remediation and retesting.
22. Monitor the delivery, inspection, installation, testing of all specified material and equipment. Review the submittal log with the Architect and Contractors on a biweekly basis until all submittals have been submitted and approved.
Verify the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. The CM shall have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The CM shall recommend to the PM the rejection and replacement of Work which does not conform to the requirements of the Contract Documents.
23. CM, at its own expense, will provide all services, labor, and equipment to remedy defects in the Work of the Contractor(s) or their agents or employees which, through the exercise of reasonable care in the performance of the CM's services pursuant to this Agreement, that could have been discovered by the CM and promptly reported to the PM, but which the CM failed to discover and/or report.
24. Review and evaluate requests for changes for appropriateness and accuracy. Negotiate on behalf of the Owner the Contractors' proposals, submit recommendations to the PM.

25. On a Monthly basis and as a prerequisite to payment to the Contractor, review and assure Contractors record documents are fully conformed to reflect all current change documentation, posted RFI's, SK drawings, etc. Perform periodic walk-through with the Architect, Contractors and PM to generate and update a deficiency list and a rolling completion list throughout the construction phase.
26. Meet with Contractors on site weekly to review progress of work, status of submittals, RFI's, schedule, safety, manpower utilization, material status, housekeeping and project issues. Prepare a written agenda and provide meeting minutes within 48 hours of all such meetings.
27. Review and monitor the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors and to ensure that it conforms to the minimum requirements set forth in the Specifications, Federal, State, Local statutes, rules, regulations and codes regarding safety. Promote safety and endeavor to guard against the creation of unsafe conditions by any Contractor. All supervisory employees must accept their responsibility for the prevention of accidents and for conducting all operations under their direction in a safe and efficient manner. Specific responsibilities include the following:
 - a. Audit activities of the Trade Contractor's safety program so that it conforms to the Project Safety Plan contained in the Contract Documents.
 - b. Provide weekly, written site inspections of the job site, notify the Trade Contractors of any unsafe practices and conditions for which they are responsible and will counsel them on the appropriate corrective actions when necessary. Site inspections shall be reviewed and discussed with the construction team.
 - c. Provide all new Trade Contractors and their subcontractor's employees with a safety orientation before they start working on site. The orientation shall include at least a list of work rules, identification of hazardous areas, and the location of MSDS sheets. This orientation will inform the Trade Contractor's/ subcontractor's employees of hazards specific to the site operations. After the orientation is complete, employees shall be required to sign a statement and complete an exam in order to confirm that they received and understood the training.
 - d. Identify the location where MSDS sheets provided from the Trade Contractors/subcontractors can be found for the project.
 - e. Maintain required records and accident prevention materials at the job site so that an adequate history is maintained for the project.
 - f. Establish and control the entrance and exit for the Trade Contractor's/subcontractor's employees and visitors to and from the job site.
 - g. Review injury and first aid records during the project to identify injury trends to take positive action to reduce or eliminate such injuries from continuing to occur on the project.
 - h. The Construction Manager will examine and familiarize himself/herself with the job site and adjacent areas from the standpoint of access and facilities regarding safety. The job site should be explored with regard to installing and operating the construction plan, and evaluating any difficulties that might be encountered in complete execution of the work safely. Make frequent inspections of the job site so as to initiate corrective measures to eliminate unsafe practices and conditions.
 - i. The Construction Manager shall immediately investigate all accidents or near miss accidents and take corrective actions to help prevent reoccurrence.
28. Maintain onsite copies of Contractor's: Safety Program, COMIDA employee Residency log, signed PLA and/or PLA Assent form & DDP-1.
29. Manage the field coordination between contractors.
30. Review, evaluate and document all Claims submitted by Contractors and others in connection with the Work. Make recommendations to PM and Board for resolution and assist in the negotiation of

any settlements including providing any and all documentation of information associated with the Claim.

31. Coordinate the delivery, storage, protection and security of Owner and/or Rochester City School District purchased materials, systems and equipment that are part of the Project until such items are incorporated into the Project. Any additional costs for storage, protection and security of Owner- purchased material, systems and equipment are the not the responsibility of CM.
32. Maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required Submittals. The CM shall also maintain records, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The CM shall make all such records available to the PM, and upon completion of the Project shall deliver them to the PM in a form acceptable to the PM.
33. Prepare a monthly project report, in a form acceptable to the PM, to record progress, issues, financial status, schedule status, safety issues, percentages of completion, etc. The report to include:
 - a. Submit report to the PM no later than the 10th of the following month.
 - b. Pictures representative of progress during the period.
 - c. Work completed to date
 - d. Status of Project Schedule
 - e. Submittal schedule and status report, including a summary of remaining and outstanding Submittals and any other issues impacting scheduled completion of the Project
 - f. Requests for Information, Change Orders and Construction Change Directive status report
 - g. Tests and inspection reports
 - h. Status of nonconforming and rejected Work
 - i. Daily logs
 - j. Summary of all Prime Contractors' Application for Payment
 - k. Cumulative total of the Cost of the Work to date including the CM's compensation, reimbursable expenses, if any
 - l. Cash-flow and forecast reports
 - m. Workforce diversity of Contractors' and CM's staff as required by the RJSCB Diversity Plan
 - n. Contractors overall on-site work force report including man-hours by trade
 - o. Equipment utilization report
 - p. Cost summary comparing actual costs to updated cost to complete estimate
 - q. Any other items the PM and the Board may require
34. Develop cash flow reports and forecasts for the Project. Reports shall be provided once a month or more frequently if necessitated by the demands of the Project or required by the Board. The CM shall advise the PM and Architect whether projected costs exceed or appear likely to exceed construction budgets and contingency estimates so timely action can be taken to avert budget overruns.
35. In conjunction with the Independent Compliance Officer [ICO], manage Contractor(s) compliance with the Board's Diversity Plan and where necessary recommend corrective measures. If applicable, manage Contractor(s) compliance with the Project Labor Agreement [PLA] and where necessary recommend corrective measures.

B. PUNCH LIST

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

C. CONSTRUCTION SUBSTANTIAL / FINAL COMPLETION PHASE

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

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

IV. CLOSEOUT PHASE

Closeout Phase

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

1. Forward to the PM, with copy to Architect the following information received from the Contractor(s)
 - a. Certificates of insurance received from Contractors

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

V. WARRANTY PHASE

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

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

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

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

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

SECTION 7 - SCHEDULE 'C'

Payment for Services

SECTION 7 - SCHEDULE 'C'

PAYMENT FOR SERVICES

General

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

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

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

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

I. Preconstruction Phase Services: (assumed duration ____ months)

Not-to-Exceed Lump-Sum Fee Amount for Preconstruction Phase Services \$ _____

Fee Amount billed per month \$ _____

II. Construction Phase Services: (assumed duration ____ months)

Not-to-Exceed Lump-Sum Fee Amount for Construction Phase Services \$ _____

- Fee Amount billed per month \$ _____

III. Substantial/Final Completion Phase Services: (assumed duration ____ months)

Not-to-Exceed Lump-Sum Fee Amount for Closeout Phase Services \$ _____

- Fee Amount billed per month \$ _____

IV. Closeout Phase Services: (assumed duration _____ months)

Not-to-Exceed Lump-Sum Fee Amount for Closeout Phase Services \$ _____

- Fee Amount billed per month \$ _____

V. Warranty Phase Services: (assumed duration _____ months)

Not-to-Exceed Lump-Sum Fee Amount for Closeout Phase Services \$ _____

- Fee Amount billed per month \$ _____

Reimbursable Expenses:

As specified in Article 4.2, Reimbursable Expenses shall be the actual expenses incurred by the Construction Manager and the CM’s Sub-Consultant Team. Reimbursables are in addition to compensation for Basic Services and include expenses incurred by the Construction Manager and the CM’s Sub-Consultant Team directly related to the Project, as follows:

1. Traveling expenses, including transportation, meals and lodging, and long distance telephone calls, shall be reimbursed as an additional contract cost, provided, however, that normal commuting and daily travel expenses for Manager’s field or home office support staff shall not be reimbursable unless such travel is required for off-site visits to vendors or contractors in support of project activities or is approved in writing by the Board.
2. Testing and any additional field services as requested by the Program Manager.

Reproduction costs for Contract Documents for Bidding purposes, special reports, and other data and documents specifically requested by and furnished to or on behalf of the Board are reimbursable. This does not include the daily and incidental copying cost of reports, or document reproduction at the job site or in the Construction Manager’s offices for customary use by the CM Team.

SECTION 8 - SCHEDULE 'D'
Insurance Requirements

SECTION 8 - SCHEDULE 'D'

INSURANCE REQUIREMENTS

Insurance Policies:

The construction management consultant 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/ \$ 3,000,000 aggregate

Workers' Compensation:	Statutory amount
Employer's Liability:	\$ 500,000
Excess/Umbrella (for general aggregate and auto liability only):	\$ 5 million

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The 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. 30 Days' Notice of Cancellation is required. Selected firms are responsible for the payment of all insurance premiums. The City of Rochester, Rochester City School District, Savin Engineers, P.C., Gilbane Building Company, The County of Monroe Development Agency (COMIDA or another Capital Bonding agency to be named by RJSCB), and U.S. Bank National Association (the Trustee), must be named as additional named insured on such policies as well.

Indemnification & Hold Harmless:

The Construction Manager will be required to indemnify and hold harmless the Board, the Program Manager, and other parties as set forth in Section 8.2 of the Agreement between the Board and the Construction Manager. The form of agreement is attached hereto and made a part of this RFP.

SECTION 9: SCHEDULE 'E'

Proposed Schedule of Services

SECTION 9: SCHEDULE 'E'

PROPOSED SCHEDULE OF SERVICES

The CM will begin work immediately upon contract award by the RJSCB, anticipated for January 18, 2017. The CM will prepare a proposed initial milestone schedule consistent with the RJSCB expectations for the bidding and re-occupancy of the schools by the RSCD as part of this Proposal as a basis of understanding of the overall project relationships for discussion with the RJSCB. Below are preliminary milestone schedules for School 1 and the Edison Educational Campus.

Martin B. Anderson School #1

PRELIMINARY SCHEDULE MILESTONES

DESIGN:

- A/E Award of Contract 12 Sept 2016
- Anticipated SED Commissioner Approval Date (CAD) 05 May 2017
- Issue Construction Documents for Bidding 09 May 2017

BIDDING & CONSTRUCTION:

- Contract Award 15 Jun 2017
- Construction Completion/Occupancy 01 Aug 2018

Edison Educational Campus

PRELIMINARY SCHEDULE MILESTONES

DESIGN:

- A/E Award of Contract 12 Sep 2016
- Anticipated SED Commissioner Approval Date (CAD) 12 Jun 2017
- Issue Construction Documents for Bidding 12 Jun 2017

BIDDING & CONSTRUCTION:

- Contract Award 01 Sep 2017
- Construction Completion/Occupancy 01 Aug 2019

The Construction Phase includes management and administering the contracts of prime contractor(s) and vendors held by the RJSCB with the express intent of executing the applicable scopes of services listed in the attached form of Construction Management Agreement.