



REQUEST FOR PROPOSAL

ENVIRONMENTAL PROJECT MONITORING & INDOOR AIR QUALITY MONITORING/SAMPLING SERVICES FOR RSMP PHASE 1B

- The Rochester Joint Schools Construction Board, on behalf of Rochester Schools Modernization Program, is seeking proposals for Environmental Project Monitoring & Indoor Air Quality Monitoring/Sampling Services during and after construction/renovation of the following Phase 1b schools:
 - John Williams School No. 5
 - Henry Hudson School No. 28
 - East High School
 - Edison Educational Campus

Issue Date:

May 7, 2013



Rochester City School District
Facilities Modernization Program
1776 N. Clinton Ave.
Rochester, NY 14621



Rochester Joint Schools Construction Board

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

REQUEST FOR PROPOSAL

Date: May 7, 2013

From: Rochester Joint Schools Construction Board
Thomas Renauto, Executive Director

Send Proposal to: Rochester Joint Schools Construction Board
Thomas Renauto, Executive Director
1776 N. Clinton Avenue
Rochester, NY 14621
Tel. (585) 512-3806
trenauto@aol.com

Submit Questions to: Monitor@rjscb.org

RFP SCHEDULE

1.	RFP issued to Service Providers	May 7, 2013
2.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders.	May 14, 2013
3.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: www.rcsdk12.org/rsmp	May 21, 2013
4.	Submittal Deadline for Request for Proposals.	May 24, 2013
5.	Interviews with Short Listed Service Providers (anticipated).	May 29, 2013
6.	Award (anticipated).	June 10, 2013

INDEX

- 1.0 Purpose of Request for Proposal
- 2.0 District Information
- 3.0 Rochester Joint Schools Construction Board (RJSCB) Information
- 4.0 Scope of Services
- 5.0 Proposal
- 6.0 Records and Reports
- 7.0 Distribution of Reports
- 8.0 Final Report of Special Inspections
- 9.0 Communication
- 10.0 Owner Responsibilities
- 11.0 Contractor Responsibilities
- 12.0 RFP Review Criteria
- 13.0 Responding to the RFP/Qualifications
- 14.0 Insurance Requirements/Indemnification
- 15.0 Interview/Selection Process
- 16.0 Questions
- 17.0 Equal Employment Opportunity and Diversity Program
- 18.0 Procurement Process
- 19.0 Appendices
 - Appendix A: Offerers' Affirmation of Understanding of an Agreement Pursuant to State Finance Law §139-j (6) (b)
 - Appendix B: Offerers' Certification of Compliance with State Finance law §139-k (5)
 - Appendix C: Form of Offerers' Disclosure of Prior Non-Responsibility Determination
- 20.0 Attachments
 - Attachment A: Fee Submittal Form
 - Attachment B: DP Forms
 - Form DP-1: Schedule of MBE/WBE/DBE/SBE Participation
 - Form DP-2: MBE/WBE Letter of Commitment to Perform
 - Form DP-3: Monthly Employment Utilization Report (with Instructions)
 - Form DP-3a Monthly EBE Utilization Report (with Instructions)
 - Promise of Non-Discrimination
 - Good Faith Efforts Checklist
- 21.0 Form of Agreement

1.0 PURPOSE OF REQUEST FOR PROPOSAL

The **Rochester Joint Schools Construction Board (RJSCB)** on behalf of the Rochester City School District (RCSD) seeks the services of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services firms (Service Provider(s)) with expertise in various phases of design and construction of public school buildings.

Phase 1 of the Rochester Schools Modernization Program, which started in 2011, is governed by the Rochester Joint Schools Construction Board (RJSCB) to modernize the Rochester City Schools. Phase 1 includes twelve schools, which have been further defined as Phase 1a and Phase 1b.

This RFP is specific to Four (4) of the Phase 1b schools. The RJSCB reserves the right to issue contracts to multiple Service Providers that may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired. Furthermore, the contract allows for an extension after the completion of work at the assigned phase 1b schools for environmental services and at the remaining Phase 1b schools, if the RJSCB so desires. The four (4) schools for which the RJSCB is seeking Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services under this Request for Proposal are as follows:

- John Williams School No. 5
- Henry Hudson School No. 28
- East High School
- Edison Education Campus

It is anticipated the selected firm(s) will review documents prepared for the remediation of these projects; observe and monitor execution of remediation; inspect as required; perform required tests; conduct air sampling; and document conditions according to applicable codes, regulations, and standards. The various services shall include but not be limited to: environmental testing and analysis, reporting and consulting services.

All services will be provided in accordance with the governing laws of the State of New York, the New York State Education Department, the City of Rochester, the Rochester Joint School Schools Construction Board, and the Rochester City School District. The services to be provided will include compliance with all due dates and deadlines, coordination with RCSD internal departments and outside consultants, as well as monitoring of all required policies and procedures for the proper and successful administration under the direction of the appropriate RCSD administrative staff and the RJSCB or representatives thereof.

2.0 DISTRICT INFORMATION

The Rochester City School District (RCSD) is located in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. It has a city population of over 200,000 and a metropolitan population of over 700,000. The RCSD serves more than 30,000 students in pre-Kindergarten through grade 12 and an additional 15,000 adult students in continuing education programs. It operates 123 centers of learning: 60 Pre-K sites, 40 primary schools, and 23 secondary schools. RCSD currently employs approximately 7,500 employees. The District budget for 2012-13 is approximately \$682,000,000.

3.0 ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD (RJSCB) INFORMATION

The seven-member RJSCB was established by legislation to oversee the Rochester School Modernization Program (RSMP), which is a three-phase joint initiative of the Rochester City School District and the City of Rochester to update and improve school facilities. This estimated \$1.2 billion RSMP is expected to span about 15 years. Only Phase 1 of the RSMP has been approved to date and services being requested under this RFP are only for four (4) of the twelve (12) school projects in Phase 1b of the RSMP. The contract however, allows for an extension after the completion of work at the designated 1b schools for

environmental services at the remaining Phase 1b schools, if the RJSCB so desires and approves such extension in the best interest of the RSMP.

4.0 SCOPE OF SERVICES

The Service Provider(s) selected to provide Environmental Project Monitoring and Indoor Air Quality Monitoring / Sampling Services for the RJSCB Project must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Environmental Project Monitoring and Indoor Air Quality Monitoring Services for the Project. This Service Provider(s) shall provide a full range of professional environmental consulting services including, but not limited to, those services associated with monitoring and documenting work activities being provided by a licensed remediation/abatement contractor and associated with asbestos removal, working with lead containing materials and PCB containing materials such as: asbestos bulk sampling and reporting of building materials, project abatement design, air monitoring during abatement, project monitoring during abatement; lead-containing/contaminated materials surveys and sampling; lead-containing/contaminated materials risk assessment; mold testing; and industrial hygiene to include the identification and evaluation of other potential environmental and health hazards. Suspect materials to be tested include but are not limited to: floor tiles, pipe wrap, mud fittings, ceiling tiles, paint, caulking, adhesives, insulation, groundwater, and soil. The specific intent of these services is to monitor the remediation and abatement of the aforementioned materials, compile and submit that documentation required by NY State and Federal regulatory agencies having jurisdiction. In addition these services shall include but not be limited to observing the means and methods being employed by the remediation/abatement contractor(s) for the employment of acceptable work practices per governing regulatory guidelines. This Service Provider shall also monitor the indoor air quality and collect samples per environmental guidelines to confirm that the work environment is free from accidental release of the particulate of aforementioned materials into the air. Such that all work by contractor(s) shall be performed in compliance Federal, EPA, OSHA, NYDOL, NYDOH, NYSED and NYDEC regulatory guidelines having jurisdiction including industrial Code Rule 56.

The selected Service Provider (s) and or individual(s) must maintain required professional licenses and registrations throughout the life of its/their contract(s) with the RJSCB.

Performance Requirements

Upon 24-hour notice from the Construction Manager and/or Prime Contractor, the Service Provider shall respond to the project site to perform such monitoring and sampling services as requested.

The Service Provider may be required to visit multiple sites, have personnel assigned at multiple sites and/or perform multiple types of inspections on the same day. The Service Provider shall submit, within 48 hours or in accordance with the time period set forth in Section 4.0, Proposal Requirements, Section 2(c), a certified, typed report of each inspection, or similar service to the Construction Manager, Architect, Program Manager, and Contractor. The Service Provider shall provide a draft report of all inspections to the Construction Manager and the Contractor at the conclusion of each sampling or test. Service Provider shall maintain a log at the project site of all visits, inspections, field observation, samples collected and deficiencies noted.

The RJSCB (“Owner”) expects that team members brought forward by Service Provider as part of the proposal process will be assigned to the project through completion. The RJSCB expects that the staff will respond to the Construction Manager, Architect, Program Manager, Prime Contractor, and/or Owner in a timely manner.

Detailed Scope of Services:

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

Air Quality Monitoring Plan. Provide an estimate of anticipated resource allocation and cost based on work remaining.

- 18) Provide project close out report as a deliverable at the end of each school project. Prepare a comprehensive document to include all sampling reports and analysis results, daily field monitoring reports, daily indoor air monitoring reports, listing of field personnel, copy of abatement personnel's certifications, marked up drawings indicating location and classification of materials identified but not removed during remediation and abatement activities, and clearance reports. Provide copy of closeout report to RSCD Facilities department, CM and Program Manager on behalf of Owner.
- 19) The Service Provider shall become familiar with the contract documents for each Phase 1b school project and the defined scope of remediation services. The Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services are to be tailored to complement those scopes of work.
- 20) The Service Provider(s) shall inform the Program Manger of any addition task it is required to perform pursuant to regulatory guidelines that are not listed herein requiring the allocation of resources and the incurring of cost.
- 21) The Service Provider must familiarize themselves with the NYSED regulations; regarding environmental abatement protocols and must as a minimum comply with all NYSED regulations even if they are more stringent than Federal, State or other local requirements.
- 22) The Service Provider shall, if requested by Owner, participate in meetings with Federal, State and or local regulatory agencies.
- 23) The Service Provider shall support the Owner austerity efforts to control cost by advising the RSMP staff of activities or conditions that may negatively impact project cost without adding value to the abatement or remediation effort. This shall include but not be limited to any field observations of undocumented conditions, and or the discovery of a representation of scopes of work within the bid documents that are inconsistent with actual field conditions.
- 24) The Service Provider shall support the special site conditions found at the Edison Technical School (site) as defined in Appendix 'D' and included by reference as part of this 'Detail Scope of Services'. This shall include, but not be limited to those environmental services that will involve the disturbance of sub-surface material that may potentially include some regulated solid waste associated with the Former Emerson Street Landfill (FESL) footprint. The Service Provider shall also manage the environmental work in accordance with division 02 of the technical specifications, and the New York State Department of Environmental Conservation (NYSDEC) approved Excavation and Fill Management Plan for the Emerson Landfill at Edison Tech.
- 25) The abatement work is scheduled to occur at various times between **July 1, 2013** and **August 31, 2014**. Those submitting a proposal shall take this schedule into account when preparing the proposal. The specific timing varies by school.

5.0 Proposal:

The Service Provider(s) providing environmental project monitoring and indoor air quality monitoring/sampling services shall provide full-time on-site staffing for the duration of the project while abatement is occurring and until satisfactory clearance can be achieved by the abatement contractor. The firm shall provide a per diem amount for each category of personnel. Provide as part of your proposal per unit cost for each type of sample.

Proposal Requirements:

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

2) Cost Proposal:

a) Provide an estimated total value for the work.

b) Provide unit costs to include all required personnel and related expenses, equipment, disposables, reimbursable expenses, the cost of delivery of samples to the laboratory, profit, overhead and other related expenses.

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

- Project Manager
- Certified Asbestos Project Monitor
- Certified Asbestos Air Technician
- Certified industrial hygienist
- Certified environmental field technician
- Certified Lead technician
- Certified PCB technician
- Administrative support

d) Provide a unit cost for the following sample types:

- Phase Contrast Microscopy (PCM) Air Sample Analysis 48 hour turnaround
- Phase Contrast Microscopy (PCM) Air Sample Analysis 24 hour turnaround
- Phase Contrast Microscopy (PCM) Air Sample Analysis 12 hour turnaround
- Phase Contrast Microscopy (PCM) Air Sample Analysis... 6 hour turnaround
- Transmission Electron Microscopy (TEM) Air Analysis 48 hour turnaround
- Transmission Electron Microscopy (TEM) Air Analysis 24 hour turnaround
- Transmission Electron Microscopy (TEM) Air Analysis 12 hour turnaround
- Transmission Electron Microscopy (TEM) Air Analysis 6 hour turnaround
- Polarized Light Microscopy (PLM) bulk sample analysis
- PLM (NOB) bulk sample analysis
- TEM bulk sample analysis

e) Provide Waste characterization testing for Soil/Fill Materials

- United States Environmental Protection Agency (USEPA) Target Compound List (TCL) and NYSDEC CP-51 List of volatile organic compounds (VOCs) using USEPA Method 8260
- Poly-chlorinated biphenyls (PCBs) using USEPA Method 8082
- USEPA Resource Conservation and Recovery Act (RCRA) Metals using USEPA Methods 6010 and 7470
- USEPA TCL List semi-VOCs (SVOCs) using USEPA Method 8270
- Pesticides using USEPA Method 8081

- Herbicides using USEPA Method 8151
 - VOCs after Toxicity Characteristic Leachate Procedure (TCLP) extraction
 - SVOCs after Toxicity Characteristic Leachate Procedure (TCLP) extraction
 - Metals after Toxicity Characteristic Leachate Procedure (TCLP) extraction
 - Corrosivity/pH using USEPA Method 9045
 - Ignitability/Flash using USEPA Method 1030
 - Reactivity using Methods 7.4.3.1 and 7.4.3.2
- f) Provide testing for Sanitary Sewer Use Permitting
- VOCs using Method 624
 - SVOCs using Method 625
 - Priority Pollutant List Metals using 200.7 and 245.2
 - PCBs using Method 608

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

Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services provider shall:

- Cooperate with the Owner, Program Manager, RCSD, Architect, Engineer(s), Construction Manager, and General Construction Contractor.
- Provide qualified personnel, as required, upon notice.
- Perform specified inspections, sampling, and testing of materials.
- Comply with standard specifications.
- Ascertain compliance of materials with the requirements of the Contract Documents.
- Keep records and submit reports as outlined in the Specifications for Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling services.
- Provide all necessary meters required for evaluating fill/soil excavated
- Complete all community air monitoring as required in the NYSDEC Excavation and Fill Management Plan at Edison Tech.

Should laboratory test indicate non-compliance or failure to meet the specification requirements, the Service Provider shall immediately notify the Architect, Construction Manager, Program Manager and Prime General Construction Contractor to determine whether remedial action is necessary.

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

The proposer must include in their proposal their acknowledgment and acceptance that sampling and monitoring not listed in the scope of services may be required during construction.

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

Billing Procedures: The Service Providers), including but not limited to Environmental Monitoring and Indoor Air Quality Monitoring and sampling service as indicated herein will be reimbursed on a unit cost basis up to the lump sum defined in the proposal. Additional services may be authorized, if necessary, with advance notification from the Construction Manager and approval by the Program Manager. The environmental and air sampling services laboratory is to submit invoices on a monthly basis as part of the Service Provider's invoice with the invoice indicating the job name, with the name, number, and dates of monitoring / air sampling services and each test performed, and shall include DP forms (see Attachment B).

Reimbursable expenses: The RJSCB will engage and pay for the services of the Service Provider. Mileage expenses for local travel to job sites within the Rochester City School District are non-reimbursable expenses. There will be a reimbursement for out-of-town travel for RJSCB business.

6.0 RECORDS AND REPORTS

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

1. Project name and number
2. Date of monitoring, sampling or test
3. Name of abatement project monitoring and air sampling service
4. Name of technician or monitor
5. Weather conditions
6. Locations and elevations of specific areas monitoring, sampling or test referenced to gridlines
7. Description of monitoring, sampling or test
8. Reference to applicable standard
9. Summary of observations, results, and recommendations
10. Description of areas of materials requiring follow up monitoring, sampling or test
11. Unusual conditions

7.0 DISTRIBUTION OF REPORTS

The Environmental Monitoring and Indoor Air Quality Monitoring /Sampling Service Agency shall submit reports to the Construction Manager, Licensed Design Professional (Architect), Program Manager, and abatement Contractor within 48 hours of when sample analysis results are completed. Legible handwritten reports may be submitted if final typed copies are not available.

8.0 FINAL REPORT of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services

At the completion of all work, the Service Provider(s) shall submit a Final Report of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services to the Construction Manager, Architect, Program Manager, Contractor, and the Owner stating work was completed in substantial conformance with the Contract Documents and that appropriate monitoring, sampling and testing were performed.

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

The Service Provider(s) shall submit the Final Report by school to the Construction Manager, Architect, Program Manager, Contractor, Rochester City School District and the Owner.

9.0 COMMUNICATION

The Service Provider(s) shall immediately notify the Construction Manager, Architect, Program Manager, and Contractor, by telephone and via e-mail of test results or environmental conditions failing to comply with the requirements of the Contract Documents.

The Service Provider(s) shall immediately notify the Construction Manager and Contractor of conditions found to be in non-conformance with the Contract Documents during the monitoring and inspections. If the non-conforming condition is not corrected while the Service Provider(s) is onsite, the Asbestos Abatement Project Monitoring and Air Sampling Services Provider shall notify the Construction Manager, Architect, and Program Manager within 24-hours (one business day) and issue a non-conformance report. If the non-conforming work is not corrected within seven (7) days after issuance of the non-conformance report, the Service Provider(s) shall notify the Construction Manager, Architect, Program Manager, and Contractor.

10.0 OWNER RESPONSIBILITIES

Owner will provide the Environment Project Monitoring and Indoor Air Quality Monitoring/Sampling Service Provider with a complete set of abatement drawings sealed by the Licensed Design Professional and approved by the New York State Education Department. Owner will provide the environmental project monitoring and Indoor Air Quality Monitoring/sampling service provider a copy of the approved NYSDEC Excavation and Fill Management Plan.

11.0 CONTRACTOR RESPONSIBILITIES

Contractor shall cooperate with the Service Provider(s) and his/her agents so monitoring, sampling and testing may be performed without hindrance.

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

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

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

Contractor shall keep the latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications at the project site for field use by the Environmental Monitor and Indoor Air Quality Monitoring/Sampling Services Provider. Contractor shall perform remedial work if required and sign non-conformance reports stating remedial work has been completed. Contractor shall submit signed reports to the Service Provider(s) as the work proceeds.

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

12.0 RFP REVIEW CRITERIA

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

1. Relevant Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services experience over the past 10 years.
2. Location of business operations for team members in the greater Rochester area.
3. If partnering with another firm or consultant, whether the team members have worked together on previous projects.
4. Specific team members assigned to the project along with their professional background, experience and qualifications.
5. References received on behalf of the firm as well as for the individual project team members.
6. 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.
7. Ability to meet the goals set forth in the Preliminary Diversity Plan.

Performance Criteria:

- Document Quality (i.e. Completeness, Accuracy, Coordination of Disciplines)
- Adherence to the Owner's Construction Management Standards
- Flexibility to the Owner's Changes
- Adherence to the Project Schedule
- Coordination with Project Design and Management Team

The RJSCB, with its Program Manager (Gilbane/Savin), will evaluate proposals based on the experience and demonstrated abilities of the firms with respect to the above listed criteria. Based on the RFP responses, the RJSCB may interview as many firms as it deems necessary to determine which Service Provider(s) can provide the most effective services as an experienced Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services Provider. **Minority-Owned and Women-Owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in Section 17 of this RFP.** Contracts will be negotiated with the successful firms after approval of award by the RJSCB.

13.0 RESPONDING TO THE RFP/QUALIFICATIONS

13.1 E-Mail Indicating Interest. Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling providers who intend to respond to this RFP are requested to notify the RJSCB's Executive Director by sending an e-mail to: Monitor@rjscb.org with the RFP name in the subject line. Please indicate the name, address, telephone, fax number, and e-mail address of the Service Provider (firm) and contact person.

13.1.1 Restrictions. The RJSCB will not accept or consider any proposal under this RFP from any firm that is currently providing professional services to the RJSCB for the same RSMP school project.

13.2 Submission. Submit ten (10) copies of all requested information in paper form and one (1) electronic copy (compact disk or flash drive) to the offices of the Rochester Joint Schools Construction Board located at 1776 N. Clinton Avenue, Rochester, NY 14621; Attention: Tom Renauto, Executive Director no later than 2:00 pm on **May 24, 2013**.

13.2.2 The RJSCB reserves the right to award contracts to one or more firms upon the recommendation of the Program Manager. All of the aforementioned scope of services shall be required of the selected and assigned firm(s).

13.2.3 Unit prices for services should be submitted on the enclosed form.

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

Résumés of technicians and monitors shall be submitted with the proposal and shall identify individuals' certifications. Minimum qualifications should be indicated in the specifications.

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

Prior to award, the RJSCB and the Program Manager will consult with the Architect of Record regarding the proposal/qualifications of the proposed Service Provider and the individuals who will be performing the services.

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

Each submittal shall include a Statement of Proposer's Qualifications in the form provided in this RFP on the stationary of the proposing firm. The statement shall bear the signature and title of an authorized representative of the proposer.

The following information should be provided on the proposer's stationary and submitted with the proposal. All questions must be answered and the data given must be clear and comprehensive. The proposer may submit any additional information he/she desires.

1. Name of Proposer
2. Permanent Main Office Address
3. Date of Organization
4. Legal form of ownership. If a corporation, date of incorporation
5. Number of years engaged in the services to be provided under the company's present name
6. Experience in work similar in scope of services, and in importance to this proposal
7. List not less than three (3) client references for who services similar to this Request for Proposal are currently, or have previously been provided. Include for each client:
 - Name of Organization
 - Appropriate gross cost of agreement
 - Date services started
 - Services being provided

- Responsible official, address and telephone number of person available as a reference.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
 9. Have you ever defaulted on a contract? If so, where and why?
 10. Describe any pending litigation or other factors that could affect your organization's ability to perform this agreement.
 11. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the RJSCB.
 12. Name, title, address and telephone number of the individual to whom all inquiries about this submittal should be addressed.
 13. **Sample Reports.** Examples/samples of the firm's deliverables for the following should be included in the RFP: Daily Report(s); sampling report(s); test reports, and a Deficiencies Report.
 14. **Fee Proposal.** Please provide an estimated total value for the work. Refer to the schedule attached for testing unit prices and hourly rates.
 15. **Preparation Costs.** All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the proposer.

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

14.0 INSURANCE REQUIREMENTS/INDEMNIFICATION

14.1 Insurance Policies: The Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services contract that will be entered into for the work on this project will have the following insurance requirements. All respondents to this RFP are presumed to be able to meet these requirements:

Commercial General Liability Limits

Per Occurrence Limit:	\$1,000,000
General Aggregate (other than Products/Completed Operations):	\$2,000,000
Products and Completed Operations:	\$2,000,000
Personal and Advertising injury:	\$1,000,000
Fire Damage Legal Liability:	\$ 300,000
Medical Payments, any one person:	\$ 10,000

Business Automobile: \$1 million per accident

Professional Liability Insurance: \$1 million per claim / \$2,000,000 aggregate

Workers' Compensation: Statutory amount

Employer's Liability: \$500,000.00

Excess/Umbrella (for general aggregate and auto liability only): \$5 million

14.1.1 The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) Days Notice of Cancellation is required. Selected firms are responsible for the payment of all insurance premiums.

14.1.2 All liability policies (excluding workers compensation and professional) shall include the following as additional insured on a primary & non-contributory basis: Rochester Joint School Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Gilbane Building Company; County of Monroe Industrial Development Agency (COMIDA); and Trustee-Deutsche Bank Trust Company Americas; Savin Engineers PC; Construction Manager of Record; and Architect/Engineer of Record. A waiver of subrogation in favor of Rochester Joint School Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Gilbane Building Company; County of Monroe Industrial Development Agency (COMIDA); and Trustee-Deutsche Bank Trust Company Americas; Savin Engineers PC; Construction Manager of Record; and Architect/Engineer of Record applies to general liability, automobile liability; umbrella and worker's compensation (GL additional insured, ongoing & completed operations, form CG2010 1185 or equivalent - to be attached to certificate) Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate. Policies shall include a 30 day notice of cancellation to Rochester Joint School Construction Board (RJSCB). Copies of endorsements to be attached to the certificate.

14.2 Indemnification & Hold Harmless:

The selected Service Provider(s) will be required to agree to the indemnity provisions that are included in Section 10.3 of the proposed Agreement between Owner and Service Provider which is attached hereto (see Section 21.0).

15.0 INTERVIEW/SELECTION PROCESS

Proposals will be reviewed, evaluated, and scored by a panel composed of RSMP and RJSCB staff, based on the selection criteria. A short list of firms will be established. Short-listed firms will be notified via e-mail of their interview date, time, and location. **It is anticipated that firms will be notified by Noon on May 27, 2013 regarding interviews, which are scheduled for May 29, 2013.**

After the interviews have taken place, the firm(s) will be ranked and the highest-ranking firm(s) will be contacted regarding contract execution. Final selection of the firm(s) is expected to occur at the RJSCB meeting on **June 10, 2013**. Depending upon the submissions, staffing levels of the responding firms, and the interviews, the RJSCB may award a contract to a responding firm for more than one school project.

16.0 QUESTIONS

Prospective proposers are entitled to ask questions about the RFP and the nature of the services being solicited in accordance with the procedure for the submission of such questions specified in this RFP. In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to Monitor@riscb.org by 12:00 **noon on May 14, 2013**. Submitted questions and

answers will be provided to all solicited firms via email by Addendum by **May 21, 2013**, barring any unforeseen circumstances.

17.0 EQUAL EMPLOYMENT OPPORTUNITY and DIVERSITY PROGRAM

17.1 Policy Statement. 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 RSMP contracts.

This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

17.2. Diversity Goals. The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantaged Businesses with equal opportunities in the performance of RSMP contracts. In order to achieve the Business Development goals of the RSMP Diversity Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use best efforts to meet the above-stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to comply with the following workforce diversity rules and requirements:

- **Minority Workforce:** 20% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
- **Female Workforce:** 6.9% 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 entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$20,000 or more, the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- **Minority-Owned Business entities (MBE's)** shall participate in a minimum of 15% of each contract or purchase order
- **Women-Owned Business entities (WBE's)** shall participate in a minimum of 5% of each contract or purchase order
- **Disadvantaged Business entities (DBE's)** shall participate in a minimum of 2% of each contract or purchase order
- **Small Business entities (SBE's)** shall participate in a minimum of 5% of each contract or purchase order

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase I of the RSMP and for contracts awarded in Phases II and III of the RSMP. Any firms requiring assistance in meeting the above commitments of the RJSCB can contact the Independent Compliance Officer (ICO) Mr. Windell Gray at 585-334-8240.

17.3 Recordkeeping. Service Provider must submit all Diversity Program (DP) compliance forms included in "Attachment B" in accordance with the instructions set forth therein. All initial and monthly DP forms must be complete with all necessary certifications included, and timely submitted to the ICO for approval prior to award of contract by the RJSCB, or as a precondition of payment after contract award.

18.0 PROCUREMENT PROCESS

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposals includes and imposes certain restrictions on communications between the Board and an Offerer during the procurement process. **An Offerer/bidder is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Board ("restricted period"), to other than the Board's Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).** The Board's Procurement Officer(s) 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. Further information about these requirements may be obtained from the Procurement Officer.

Procurement Officer:	Thomas Renauto Executive Director Rochester Joint Schools Construction Board 1776 N. Clinton Avenue Rochester, NY 14621 Phone: (585)-512-3806
-----------------------------	--

*** END ***

APPENDIX A

**OFFERER'S AFFIRMATION OF UNDERSTANDING OF AND
AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j (6) (b)**

Background:

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

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

Instructions:

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

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

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

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 B

OFFERER CERTIFICATION OF COMPLIANCE WITH

STATE FINANCE LAW §139-K (5)

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

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

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

BY: _____
(Sign)

DATED: _____, 20 _____

APPENDIX C

**FORM OF OFFERER DISCLOSURE OF
PRIOR NON-RESPONSIBILITY DETERMINATION**

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

Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

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

(Please circle): No Yes

If yes, please answer the next questions:

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

 No Yes

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

 No Yes

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____

Date: _____

Signature: _____

APPENDIX D

Summary of Environmental Service Provider Responsibilities

Submit proposal for oversight of asbestos abatement, lead paint disturbance, and soil excavation activities of potentially contaminated soil where needed. This proposal shall assume that excavation/backfill, screening, disposal, and remediation/abatement activities will be conducted by a contractor for demolition, site work, and general construction hired by the Joint School Construction Board, in accordance with construction documents prepared by the design consultant. This proposal shall also assume that the Environmental Service Provider shall cooperate with other Service Providers, and report to the Construction Manager (LP Ciminelli for Edison & East Schools; LeChase Construction for School No. 28; and The Pike Company for School No. 5), and the Program Manager (Gilbane Building Company and Savin Engineers, P.C.). Following the completion of each task, the environmental consultant shall issue a letter/report, which will include air monitoring results, analytical data, soil excavation and disposal documentation. The scope of work is summarized as follows:

Task A - Asbestos Abatement Monitoring:

Asbestos-containing building materials are present throughout the site. Using experienced New York State certified air monitors and project monitors; perform third-party asbestos air monitoring and project monitoring during removal of asbestos containing materials. In summary,

1. Perform required air sampling and monitoring for airborne fibers before, during, and after asbestos abatement activities, as required by NYS Industrial Code 56. New York State certified designers shall oversee the project as necessary.
2. Conduct analysis of air samples (24-hour turn-around time) by Phase Contrast Microscopy (PCM) by a New York State certified laboratory located in Rochester, NY, in accordance with applicable regulations.
3. Prepare and submit air clearance letter/report with air monitoring results.

Task B- Lead Monitoring:

Lead may be present throughout the interiors and exteriors of the project site and building. If the work is disturbing materials containing lead; monitor activities of the contractor performing lead abatement in strict accordance with the project specifications and requirements based on HUD, EPA, and SED guidelines. Perform area air monitoring before, during, and after lead paint activities, and dust/wipe sampling after lead paint activities. Lead monitoring shall be scheduled with the assistance of the Contractor for general construction and the construction manager. In Summary,

1. Perform area air monitoring for lead before, during, and after lead paint activities, in accordance with project specifications
2. Collect area air samples using high volume air samplers and conduct analysis by atomic absorption spectrometry.
3. Take dust/wipe samples after completion of abatement activities in accordance with HUD and SED guidelines. Conduct dust/wipe sample analysis by atomic absorption spectrometry.
4. Collect soil clearance samples when paint chips or lead paint debris are observed on the surface surrounding the work area or contamination is suspected
5. Analyze soil samples for lead on a total basis by applicable EPA methods.

Task C- Excavation & Backfill Oversight:

Environmental excavation oversight is needed to ensure that the contractor conducts excavation/backfill operations according to project specifications in a cost effective and efficient manner. The environmental consultant shall monitor excavation operations for evidence of contamination (i.e. odors, staining, and elevated PID readings) and field screen the soil for volatile organic compounds using a photoionization detector (PID). If obviously contaminated soil is observed, Service Provider shall direct the contractor through the Construction manager to excavate the affected soil and stockpile for waste characterization and disposal. If obviously contaminated soil is present, a spill number shall be opened with NYSDEC in accordance with New York State statutes. Environmental Service Provider shall collect grab samples after field screening to confirm there is no evidence of contamination along the excavated foundation walls.

Abandoned underground wells or tanks may or may not be discovered during excavation. If abandoned wells or tanks are discovered; the environmental consultant shall prepare a closure plan; collect samples; conduct testing; and provide oversight ensuring that the contractor conducts tank removal and/or well closures according to project specifications and Monroe County Health department requirements.

Task D - Edison Technical School Site Specific Oversight:

The Edison Technical School (Site) is located at 655 Colfax Street in the City of Rochester, Monroe County, New York, hereinafter referred to as the "Site". This 29.3-acre portion of land is located within the Former Emerson Street Landfill (FESL) footprint. Facility upgrades are being completed at the Site through the Facility Modernization Program (FMP) that will involve the disturbance of sub-surface material that may potentially include some regulated solid waste associated with the FESL. More specifically, the upgrade work will result in excavations along the majority of the Edison Technical School (Edison Tech) main building perimeters. The location of the Site within the FESL and the potential for encountering regulated waste makes the presence of an Environmental Service Provider necessary during intrusive work to provide monitoring and guidance.

General Responsibilities/Experience:

- Working knowledge of NYSDEC Part 360 Regulations.
- Experience with characterizing, handling, monitoring and documenting large scale excavations with numerous classes of materials.
- OSHA 40-hour trained.
- Experience with all required field meters.
- Experience/knowledge of FESL a plus.

The responsibilities of the Environmental Service Provider with regard to implementation of this project are as follows:

- Working with the contractor to pre-determine offsite disposal locations.
- Preparation of waste stream profile(s) should Class 3, 4, 5, and/or 6 Materials be encountered.
- Work closely with the contractor to monitor excavations for evidence of environmental impairment, and/or the presence of regulated solid waste. Specifically, this monitoring will include use of a photo-ionization detector (PID), gas meter, an X-Ray Fluorescence analyzer and a radiation meter.
- During excavations in areas of Potential Regulated Solid Waste (refer to Figure 4) screening shall be conducted with an Innov-X Systems, Inc. DELTA Handheld XRF Analyzer capable of analyzing for RCRA metals, or an equivalent analyzer. Screening will be conducted by placing the XRF meter in

front of the sample for a duration that allows the instrument to analyze the chemical composition of the soil sample with the highest degree of accuracy. The XRF will be used to screen for Ag, As, Ba, Cd, Cr, Hg, Pb, and Se. Care will be taken to ensure the XRF is free of soil and debris prior to each reading. These screening results will be used to determine if such soil/fill requires off-site disposal or if the material could be sampled for analytical laboratory testing and potentially be re-used on-site.

- Make all determinations with regard to the classification of materials as detailed above.
- Direct the contractors as to the proper placement and covering materials at the Site. [*Note: The Environmental Service Provider will not determine or direct the compaction of backfilled material.*]
- Assist the contractors as to the proper staging, covering, characterizing, transporting and disposing of Class 3, 4, 5 and/or 6 Materials (if encountered).
- Sampling, analysis, and any additional waste stream profiling for Class 3, 4, 5 and 6 Materials as required by the receiving part 360 landfill, or the NYSDEC.
- Field screening as required in the NYSDEC approved Excavation and Fill management Plan. This includes at minimum:
 - A PID on-site during all intrusive excavation work
 - A radiation meter during all intrusive excavation work
 - An X-Ray Fluorescence (XRF) meter on site during all intrusive work in the areas of potential regulated waste as identified in the Excavation and Fill Management Plan. In addition, the XRF will be needed as necessary should areas of unknown fill be encountered.
- Implementation of the site specific Health and Safety Plan (HASP). All contractors are responsible for their own health and safety plans, but may refer to specification project safety standard in section 01 35 23 for assistance in developing its own plan.
- Implementation of the New York State Department of Health (NYSDOH) Generic Community Air Monitoring Plan (CAMP), and Fugitive Dust and Particulate Monitoring Plan, which are included in Attachment 7, during all fill relocation/grading work where there is exposed fill materials. This includes upwind and downwind air monitoring for total VOCs and dust.

Table 1 Material Classifications

Class of Material	Physical Description	Screening Parameter	Management
Class 1 Material	Clean soil, clean fill materials, and visually identifiable non contaminated solid waste (e.g. Brick, concrete, rock – i.e., construction and demolition debris)	No Discernable Odor PID readings less than 10 ppm No ash/cinders/slag or other regulated waste	Staging on-site for subsequent re-use onsite.

Class of Material	Physical Description	Screening Parameter	Management
Class 2 Material	FESL Ash/Fill and smaller pieces of metal, plastic, etc.	Visibly identifiable as ash/cinders/slag or other regulated solid waste (grey color, characteristic appearance). Screen as necessary with XRF.	Staging on-site for subsequent re-use onsite or Off Site disposal at NYCRR Part 360 landfill pending analytical testing.
Class 3 Material	Soil and Fills with Moderate Petroleum/Cl-VOC Impacts that may Exceed CP-51 Soil Cleanup Objectives	Moderate Petroleum Odor Moderate Staining PID Readings Greater than 10 PPM and less than 1000 PPM	Off Site disposal at a NYCRR Part 360 landfill
Class 4 Material	Solid waste Physically unacceptable for re-use (e.g. larger pieces of refuse, metal scrap, rail road ties)	May or may not contain evidence of Impairment or regulated waste	Off-site disposal per 6 NYCRR Part 360 requirements
Class 5 Material	Significantly impacted soils either solid waste impacted with Petroleum or Possibly solid waste impacted by other chemicals	Strong Petroleum or other odor Significant Staining or presence of free phase liquids PID Readings of 1000 PPM or greater Laboratory analysis required for characterization	Off-site Disposal to be determined based on waste stream characterization
Class 6 Material	Radiation Contaminated Soil/Fill	Ludlum Radiation Meter readings 2x greater than background	Off-site Disposal at regulated facility

ATTACHMENT A:

FEE SUBMITTAL FORM

It is the intent to enter into a unit price agreement with an Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services firm. Please submit a fee proposal to include service fees that are required, unit costs, and a total estimated fee for all anticipated services.

Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services		John Williams School No. 5		
ITEM DESCRIPTION	QUANTITY	PER UNIT	COST / UNIT	
Monitoring Services				
Principal / Project Executive / Sr. Project Manager		hour		
Certified Industrial Hygienist		hour		
Lead & PCB Environmental Project Manager		hour		
Asbestos Environmental Project Manager		hour		
Hazmat Environmental Project Manager (Edison Tech)		hour		
Certified Lead Risk Assessor		hour		
Certified PCB Technician		hour		
Certified Asbestos Project Monitor		hour		
Certified Environmental Field Technician		hour		
Certified Asbestos Inspector		hour		
Certified Lead XRF Services		hour		
Certified Asbestos Air Technician		hour		
Administrative Support		hour		
PCM Air Sampling & Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour turnaround		samples		
TEM Air Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
TEM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
PLM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
PLM (NOB) Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
Lead & PCB				
Lead air sample / soil sample		samples		
PCB Sample		samples		

ATTACHMENT A:

FEE SUBMITTAL FORM

It is the intent to enter into a unit price agreement with an Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services firm. Please submit a fee proposal to include service fees that are required, unit costs, and a total estimated fee for all anticipated services.

Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services		Henry Hudson School No. 28		
ITEM DESCRIPTION	QUANTITY	PER UNIT	COST / UNIT	
Monitoring Services				
Principal / Project Executive / Sr. Project Manager		hour		
Certified Industrial Hygienist		hour		
Lead & PCB Environmental Project Manager		hour		
Asbestos Environmental Project Manager		hour		
Hazmat Environmental Project Manager (Edison Tech)		hour		
Certified Lead Risk Assessor		hour		
Certified PCB Technician		hour		
Certified Asbestos Project Monitor		hour		
Certified Environmental Field Technician		hour		
Certified Asbestos Inspector		hour		
Certified Lead XRF Services		hour		
Certified Asbestos Air Technician		hour		
Administrative Support		hour		
PCM Air Sampling & Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour turnaround		samples		
TEM Air Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
TEM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
		samples		
PLM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
PLM (NOB) Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
Lead & PCB				
Lead air sample / soil sample		samples		
PCB Sample		samples		

ATTACHMENT A:

FEE SUBMITTAL FORM

It is the intent to enter into a unit price agreement with an Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services firm. Please submit a fee proposal to include service fees that are required, unit costs, and a total estimated fee for all anticipated services.

Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services		East High School		
ITEM DESCRIPTION	QUANTITY	PER UNIT	COST / UNIT	
Monitoring Services				
Principal / Project Executive / Sr. Project Manager		hour		
Certified Industrial Hygienist		hour		
Lead & PCB Environmental Project Manager		hour		
Asbestos Environmental Project Manager		hour		
Hazmat Environmental Project Manager (Edison Tech)		hour		
Certified Lead Risk Assessor		hour		
Certified PCB Technician		hour		
Certified Asbestos Project Monitor		hour		
Certified Environmental Field Technician		hour		
Certified Asbestos Inspector		hour		
Certified Lead XRF Services		hour		
Certified Asbestos Air Technician		hour		
Administrative Support		hour		
PCM Air Sampling & Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour turnaround		samples		
TEM Air Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
TEM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
		samples		
PLM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
PLM (NOB) Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
Lead & PCB				
Lead air sample / soil sample		samples		
PCB sample		samples		

ATTACHMENT A:

FEE SUBMITTAL FORM

It is the intent to enter into a unit price agreement with an Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services firm. Please submit a fee proposal to include service fees that are required, unit costs, and a total estimated fee for all anticipated services.

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

Environmental Monitoring
SOIL EXCAVATION OVERSIGHT

Edison Technology Campus (Cont'd)

ITEM DESCRIPTION	QUANTITY	PER UNIT	COST / UNIT	
Regulatory Coordination & Field Oversight				
Principal		hour		
Technical Director		hour		
Environmental Project Manager		hour		
Hazmat Site Supervisor		hour		
Certified Lead Risk Assessor		hour		
Certified Environmental Field Technician		hour		
Certified Lead XRF Services		hour		
Administrative Support		hour		
Analytical				
VOCs By EPA Method 8260 – Includes trip blanks		samples		
SVOCs by EPA Method 8270		samples		
Direct Expenses – Field Oversight				
Photoionization Detector		days		
Disposable Items for Sampling		days		
Particulate Monitor		days		
Sample shipment		lump sum		

ATTACHMENT B:

DIVERSITY PROGRAM (“DP”) FORMS

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1. DP -1: SCHEDULE OF EBE PARTICIPATION

This form is to be completed and submitted with the response to the RFP. The selected respondent shall be required to resubmit its final version showing all those contractors and or vendors it has entered into agreement with to meet the goals for participation by Eligible Business Enterprises (“EBEs”), defined within the RSMP Diversity Plan (e.g., MBE’s, WBE’s, SBE’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. Documents are to be submitted three calendars after receipt of notice to award.

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. 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 goals.

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

This form is to be completed and submitted to the ICO by the apparent successful bidder/proposer within three calendar days following notice of award of contract.

RSMP PROJECT: _____

BIDDER/PROPOSER: _____

The undersigned has agreed to enter into a formal agreement with the above Bidder/Proposer to perform work in connection with the above Project, contingent upon execution of a contract between Project owner and Bidder/Proposer.

Detailed description of work items to be performed by Eligible Business Enterprise (EBE):

(indicate labor, supplier, broker, etc.) at the following price (approximate): \$ _____.

If EBE is listed a supplier or broker, attach proper substantiating information, including but not limited to a product manufacturer letter indicating the EBE is a recognized distributor, vendor, representative, etc. of the applicable product(s). **Failure to include or promptly supplement with substantiating information is grounds for rejection of the proposed EBE.**

Indicate whether EBE is a: Solo practitioner ____ Partnership: ____ Corporation or LLC ____ or Joint Venture _____. If a joint venture, provide all information requested herein of the EBE for all parties/firms comprising the joint venture, and attach all appropriate certifying information.

Please note the category of the EBE subcontractor or joint venture that applies and attach the appropriate certification or substantiating document(s):

- ____ Disadvantaged Business Enterprise (DBE)
- ____ Minority-Owned Business Enterprise (MBE)
- ____ Small Business Enterprise (SBE)
- ____ Women-Owned Business Enterprise (WBE)

The total value of EBE participation under the parties' intended agreement is \$_____.; which is ____% of the total Bid or Proposal.

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

Should any revisions to this pending agreement be necessary after the submission of this form, the Bidder/Proposer shall immediately resubmit the necessary revised forms to the attention of the ICO for consideration.

The undersigned will enter into a written agreement for the work described herein upon the

approval of the Project owner and award/execution of a contract with RJSCB to Bidder/Proposer.

Bidder/Proposer 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

_____, 20____
Owner Signature Date

_____, 20____
ICO 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, i.e. JUL 2012. 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 first 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. ie $(6a.F / (6a.M + 6a.F))$*

Individuals that qualify in both a minority category and the female category should not be counted in both the minority and female percentage figures, as the above percentage calculation will generate (items 9. & 10.)

9. *Total Number of Employees* – total number of male and total number of female employees utilized in each trade and grade classification, 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.

MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP	ROCHESTER SCHOOLS MODERNIZATION PROGRAM
--	--

1. Project :	2. Reporting Period (MMM / YYYY) _____ / _____
3. Reporting Contractor Name / Address / Phone No. / Fax No.	4a. Submitter is a () 1st Tier - or - (X) Lower Tier Contractor 4b. If a lower tier contractor, with whom you are in contract: _____

Project Goals : Minority - 20% Women - 6.9 %

5.	POSITION	EMPLOYEE	6a.		6b.		6c.		6d.		6e.		7.	8.	9.		10.	
			Total All Hours by Service		Black <i>not of Hispanic Origin</i> (Hours)		Hispanic (Hours)		Asian/ Pacific Islander (Hours)		American Indian or Alaskan Native (Hours)				Total No. of Employees		Total No. 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 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. This would specifically exclude any supervisory hours, and 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. 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.

In addition to required submissions noted above, the same submissions must be made by the 1st tier contractor directly to the ICO no later than the 5th day of the following month. (i.e. October 2012 DP-3's/RSMP or No-Labor Notice(s) must be received by November 5, 2012.)

**FORM DP-3a
MONTHLY EBE UTILIZATION REPORT**

_____/_____
Month Year

Project Name: _____

Contract No.: _____

Contractor/Service Provider Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Original Contract Amount: _____

Change Orders to Date: _____

Current Contract Amount: _____

MBE % of Current Contract: _____

WBE % of Current Contract: _____

DBE % of Current Contract: _____

SBE % of Current Contract: _____

Subcontractor Name	EBE	Original Sub-contract	Change Orders to Date	Total Current EBE Sub-contract	Amount Paid to Date to EBE	Total Amt of Invoices Submitted to Date	Cancelled Checks Submitted to Date

1. DP-3A is to be submitted monthly.
2. List all EBE subcontractors, even after their work is substantially complete.
3. When adding a subcontractor, attach a revised DP-1 and DP-2 to this form.
4. Attach invoices and cancelled checks to this form.

BY: _____
Contractor Representative Signature

Dated: _____, 20__

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: _____ Date: _____, 20____
(Sign)

Name: _____
(Print name)

Its: _____
(Print title)

GOOD FAITH EFFORTS CHECKLIST

Pursuant to the requirements set forth in the RFP, in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by RJSCB, _____ (Proposer), hereby attests that we have exercised the following Good Faith Efforts to comply with RSMP Diversity Program goals, in addition to my /our regular and customary solicitation process:

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.

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.

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

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

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.

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.

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.

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.

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.

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:

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

By: _____ Date: _____, 20____
(Sign)

Name: _____
(Print name)

Its: _____
(Print title)

AGREEMENT BETWEEN OWNER & CONSULTANT

Following is the Agreement between _____ (the "Service Provider"), located at _____, and the Rochester Joint Schools Construction Board (the "Owner" or "RJSCB"), located at 1776 North Clinton Avenue, Rochester, NY 14621 for Environmental Project Monitoring and Indoor Air Quality Monitoring / Sampling Services for Phase 1b of Phase 1 of the Rochester Schools Modernization Program ("RSMP"). This document establishes the Terms and Conditions of the Consulting Services that will be provided.

1. SCOPE OF THE PROJECT

1.1 The project scope for which the Environmental Project Monitoring and Indoor Air Quality Monitoring/ Sampling Services under this Request for Proposal applies to 1b of the Rochester Schools Modernization Program ("Program" or "RSMP") for the Owner. This includes the renovation and/or building additions that will be provided for four (4) of the twelve (12) school projects included in Phase 1b of the Program. This Agreement between Owner and Service Provider may be extended after the completion of work at the 1b schools for environmental services at the remainder of the Phase 1b schools, if the Owner so desires.

2. SCOPE OF CONSULTING SERVICES

2.1 The Service Provider shall provide the services as specified in Exhibit A- Scope of Services.

3. THE OWNER'S RESPONSIBILITIES

3.1 The Owner shall assist the Service Provider by providing access to school facilities and placing at the Service Provider's disposal all available information pertinent to the Program. The Owner will provide the following items: Information describing the work planned for each of the proposed Phase 1b projects as prepared by the Project Architect for each of the projects. (Note: Initially, this may only include that information provided in Comprehensive School Facilities Modernization Plan-Phase 1 dated January 31, 2011 or progress or interim reports on the Phase 1 schools).

3.2 The Owner's Program Manager is authorized to act in the Owner's behalf with respect to review and approval of various submittals and filings and the decisions that are required for the timely completion of these services.

4. SCHEDULE OF WORK

4.1 Upon selection of the Service Provider by the Owner at its Board meeting on June 10, 2013 the Service Provider is authorized to commence work on these Consulting services as listed in Exhibit A- Scope of Services. It is anticipated that these Consulting services will be completed by August 31, 2014.

5. ADDITIONAL SERVICES

5.1 Additional services are services that are requested in writing by the Owner for work that exceeds that detail in Exhibit A- Scope of Services described herein.

5.2 Compensation for Additional Services shall be invoiced to the Owner at an hourly rate plus reimbursable expenses or other agreed upon method. The Service Provider will submit to the Owner an Authorization for Additional Services that describes the requested services and the not-to-exceed cost proposal. The Owner's written authorization shall be required for additional services to commence.

5.3 For purposes of any Additional Services, the Service Providers hourly rates as of June 30, 2013 are as follows:

5.3.1 Principal / Project Executive / Sr. Project Manager

5.3.2 Certified Industrial Hygienist

- 5.3.3 Lead & PCB Environmental Project Manager
- 5.3.4 Asbestos Environmental Project Manager
- 5.3.5 Hazmat Environmental Project Manager (Edison Tech)
- 5.3.6 Certified Lead Risk Assessor
- 5.3.7 Certified PCB Technician
- 5.3.8 Certified Asbestos Project Monitor
- 5.3.9 Certified Environmental Field Technician
- 5.3.10 Certified Asbestos Inspector
- 5.3.11 Certified Lead XRF Services
- 5.3.12 Certified Asbestos Air Technician
- 5.3.13 Administrative Support

6. CONSULTANT'S ACCOUNTING RECORDS

- 6.1 Records of Reimbursable Expenses and Service Provider's direct personnel time shall be kept on the basis of generally accounting principles and shall be available to the Owner or the Owner's representative at mutually convenient times at the Service Provider's office.

7. TERMINATION OF THIS AGREEMENT

- 7.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 7.2 In the event that the work of the Agreement is delayed by Owner or is permanently abandoned, the Owner upon at least seven (7) days written notice to the Service Provider may terminate this Agreement.
- 7.3 In the event of termination that is not the fault of the Service Provider, the Service Provider shall be compensated for services performed to the termination date, together with Reimbursable Expenses then due. Service Provider shall not perform any additional work or incur further Reimbursable Expenses following receipt of notice of termination from the Owner.

8. MISCELLANEOUS PROVISIONS

- 8.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of New York.
- 8.2 Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date payment is due to the Service Provider pursuant to Article 9.
- 8.3 The Owner and the Service Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement. Neither the Owner nor the Service Provider shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
- 8.4 This Agreement represents the entire and integrated agreement between the Owner and the Service Provider and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Service Provider.
- 8.5 Service Provider's fee may be subject to equitable adjustment by negotiation if agreed scope is changed or if services are not completed by August 31, 2014, if such delay is not due to the fault of the Service Provider.

9. BASIC COMPENSATION

9.1 Basic Services shall include all of the items listed in Exhibit A-Scope of Services and the Owner shall pay Service Provider for the Basic Services based on the breakdown of the project costs as specified in Exhibit C, in accordance with the procedures set forth in Section 9.3.

9.1.1 Total Contract Value shall not exceed the sum of _____
(\$ _____) plus a not-to-exceed total of _____
(\$ _____) for reimbursable expenses as described in Article 9.2.

9.2 Reimbursable Expenses:

9.2.1 a) In addition to the Basic Compensation, the Owner shall reimburse the Service Provider for the reasonable cost of the following expenses to the extent actually incurred by the Service Provider or its employees or consultants in performing the Services ("Reimbursable Expenses") and in the best interest of the Program.

b) Reproduction costs of final reports if Owner requests in excess of 10 copies.

9.2.2 Reimbursable Expenses will be billed at the actual cost of the expenditure, without any markup or administration expense.

9.3 Invoices:

9.3.1 Subject to the provisions of Exhibit C, Service Provider will provide Owner with monthly invoices for all services and Reimbursable Expenses broken down by school project.

10. OTHER CONDITIONS:

10.1 Use of Service Provider's Documents:

10.1.1 All forms, specifications, and reports prepared under this Agreement shall become the property of the Owner as they are completed by Service Provider or its employees or consultants and in all cases no later than completion of the work and payment in full of all monies due to the Service Provider. Service Provider will provide Owner with reproducible and editable electronic files when requested or as a final submittal under the Agreement. Due to the Owner's needs for these documents relative to future RSMP or RCSD activities, Service Provider agrees to waive any authorship rights or exclusive copyright, common law, or statutory rights that might affect use by the RJSCB or RCSD. Service Provider is permitted to retain copies for reference, but may not publicly disclose them or use them on other projects without Owner's written authorization. Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Service Provider harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of reuse or modification of the documents by the Owner or any person or entity that acquires or obtains them from Owner.

10.2 Insurance:

10.2.1 Service Provider shall purchase and maintain, during the Term, at its own cost and expense, the insurance coverage described in "Exhibit D." Prior to the full and final execution of this Agreement by both parties, Service Provider shall provide the Owner with certificates of insurance evidencing such coverage. All such policies, except workers compensation and professional liability policies, shall name the Rochester Joint Schools Construction Board, Gilbane/Savin, the Rochester City School District, the City of Rochester, the Architect of record, the Construction Manager, the County of Monroe Industrial Development Agency (COMIDA), Deutsche Bank Trust Company Americas (the Trustee) as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) business days prior to the cancellation, non-renewal or modification of any such policies. Upon request, Service Provider will promptly provide the Owner with a copy of the policy of insurance. Service Provider shall not change the terms and conditions of any insurance policy, except under prior written approval of the Owner, which shall not be unreasonably withheld.

10.3 Indemnity:

10.3.1 Service Provider hereby agrees to indemnify and hold the Rochester Joint Schools Construction Board, the Program Manager, each Construction Manager, each Architect of Record, and any subsidiary, parent or affiliate corporation of the Board, including the Rochester City School District and the City of Rochester, and their trustees, directors, officers, Board members, agents and employees, the County of Monroe Industrial Development Agency (COMIDA), and Deutsche Bank Trust Company Americas (the Trustee) (collectively, the "Indemnitees") harmless from all losses, Indemnitees may incur (i) to the extent arising out of or resulting from the Service Provider's performance of the Services that results in bodily injury or physical or actual damage to the property of the Service Provider or its agents, subcontractors, sub-consultants, employees or licensees; (ii) to the extent arising out of or resulting from any violation by the Service Provider of state, federal, or local law, rule or regulation which results in bodily injury or physical or actual damage or the imposition of a fine, penalty, or other charge; or (iii) arising out of or resulting from the negligence or willful misconduct of the Service Provider or the Service Provider's agents, subcontractors, sub-consultants, employees or licensees; provided, however, that nothing contained herein shall be construed as requiring the Service Provider to indemnify the Indemnitees or any of them for any claim for damage or loss of any kind when said damage or loss was caused in whole or in part by the negligence or willful misconduct of the Indemnities or any of them.

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

10.4 RSMP Diversity Plan Compliance

10.4.1 Service Provider(s) shall at all times in the performance of its work, as well as in its hiring and employment practices, fully comply with all rules, guidelines and requirements set forth in the RSMP Diversity Plan. Service Provider shall also fully comply with all Federal, New York State and City of Rochester laws, statutes, ordinances and regulations as well as any special requirements outlined in the Contract Documents during the term of this Agreement. This requirement includes, but is not limited to, Service Provider's continuing obligation to comply with all Equal Employment Opportunity and Diversity Goals referenced in, or incorporated as a part of, the RSMP.

10.4.2 This Agreement entered into as of the last date written below.

OWNER

ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD

Signature: _____

Print Name: _____

Title: _____

Date: _____

CONSULTANT

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form and Correctness

Name _____

EXHIBIT A

SCOPE OF SERVICES

Following is the scope of Environmental Project Monitoring and Indoor Air Quality Monitoring / Sampling consultant services (herein, "Services") required for the Phase 1b projects.

1.0 SCOPE OF SERVICES

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

This Service Provider(s) shall provide a full range of professional environmental consulting services including, but not limited to, those services associated with monitoring and documenting work activities being provided by a licensed remediation/abatement contractor and associated with asbestos removal, working with lead containing materials and PCB containing materials such as: asbestos bulk sampling and reporting of building materials, project abatement design, air monitoring during abatement, project monitoring during abatement; lead-containing/contaminated materials surveys and sampling; lead-containing/contaminated materials risk assessment; mold testing; and industrial hygiene to include the identification and evaluation of other potential environmental and health hazards. Suspect materials to be tested include but are not limited to: floor tiles, pipe wrap, mud fittings, ceiling tiles, paint, caulking, adhesives, insulation, groundwater, and soil. The specific intent of these services is to monitor the remediation and abatement of the aforementioned materials, compile and submit that documentation required by NY State and Federal regulatory agencies having jurisdiction. In addition these services shall include but not be limited to observing the means and methods being employed by the remediation/abatement contractor(s) for the employment of acceptable work practices per governing regulatory guidelines. This Service Provider shall also monitor the indoor air quality and collect samples per environmental guidelines to confirm that the work environment is free from accidental release of the particulate of aforementioned materials into the air. Such that all work by contractor(s) shall be performed in compliance Federal, EPA, OSHA, NYDOL, NYDOH, NYSED and NYDEC regulatory guidelines having jurisdiction including industrial Code Rule 56.

The selected Service Provider (s) and or individual(s) must maintain required professional licenses and registrations throughout the life of its/their contract(s) with the RJSCB.

Service Provider's staff shall:

- Cooperate with the Owner, Program Manager, RCSD, Architect/Engineer, Construction Manager, and affect Contractors.
- Provide qualified personnel, as required, upon notice.
- Perform environmental monitoring and indoor air quality monitoring/sampling services.
- Comply with standard specifications.
- Ascertain compliance of space and work areas prior to start OF work and disturbance on existing conditions with environmental guidelines and with the requirements of the Contract Documents.
- Keep records and submit reports as outlined in the Specifications.
- Provide all necessary meters required for evaluating fill/soil excavated

- Complete all community air monitoring as required in the NYSDEC Excavation and Fill Management Plan at Edison Tech.

Should laboratory test indicate non-compliance or failure to meet the specification requirements, the Service Provider shall immediately notify the Architect, Construction Manager, Program Manager and Prime General Construction Contractor to determine whether remedial action is necessary.

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

The proposer must include in their proposal their acknowledgment and acceptance that sampling and monitoring not listed in the scope of services may be required during construction.

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

1.1 **Detailed Scope of Services:**

- a. Participate in pre-construction orientation with the selected remediation / abated contractor (s)
- b. Review remediation plan with selected abatement contractor(s) and verify all notices and applications have submitted and or filed with the regulatory agencies and approvals (if required) have been received prior to start of work on site.
- c. Provide monitoring reports to regulatory agency per regulatory guidelines.
- d. All environmental monitoring, field sampling and Indoor air quality monitoring / sampling shall be provided by qualified personnel with appropriate credentials.
- e. Conduct pre-abatement, daily and final inspections of the work area, including inside the work area and exterior of the work area.
- f. Observe the removal work. During the abatement operation provide for sampling of soils, surface finishes, adhesives and insulations, loose substance and or fluids as required for the classification and identification of materials requiring encapsulation remediation and or abatement per regulatory guidelines.
- g. Monitor and document the abatement contractors adherence to applicable provisions of Federal, State, and Local Regulations. This includes but is not limited to all asbestos, lead and PCB clearance testing.
- h. Monitor and document the abatement contractor's adherence to the scope of work and provisions of the project contract documents.
- i. Conduct pre-abatement, daily, and final air clearance sample collection.
- j. Provide for the collection and processing of air samples. Provide daily inspection of the

containment for adherence to regulatory guidelines. Document in daily field reports advice the abatement contractor and CM of any non-compliance conditions.

- k. Collect and process bulk samples when required. Provide for the recording of disposal transport manifest.
- l. Provide daily reports of the work progress and any violations of any Federal, State, or Local regulation pertaining to the work of the abatement contractor. Advise the Owner, Architect, and the Program Manager in writing of any violations immediately.
- m. Notify the CM, Architect, and PM prior to filing an alternate work practices request with the governing regulatory agency. Provide written explanation for the deviation resulting in an alternate work practices request, and the potential impacts to schedule and cost.
- n. Provide the services of an ELAP accredited and NYS Department of Health approved testing laboratory to analyze all pre-abatement background air samples, daily air samples and final clearance air samples.
- o. Advise the Architect and the CM of the percentage of work completed each week.
- p. Maintain and submit a written report of samples collected and analysis results.
- q. Meet monthly with the CM and Program Manager to review the Environmental Monitoring and Indoor Air Quality Monitoring Plan. Provide an estimate of anticipated resource allocation and cost based on work remaining.
- r. Provide project close out report as a deliverable at the end of each school project. Prepare a comprehensive document to include all sampling reports and analysis results, daily field monitoring reports, daily indoor air monitoring reports, listing of field personnel, copy of abatement personnel's certifications, marked up drawings indicating location and classification of materials identified but not removed during remediation and abatement activities, and clearance reports. Provide copy of closeout report to RSCD Facilities department, CM and Program Manager on behalf of Owner.
- s. The Service Provider shall become familiar with the contract documents for each Phase 1b school project and the defined scope of remediation services. The Environmental Monitoring and Indoor Air Quality Monitoring/Sampling services are to be tailored to complement those scopes of work.
- t. The Service Provider(s) shall inform the Program Manger of any addition task it is required to perform pursuant to regulatory guidelines that are not listed herein requiring the allocation of resources and the incurring of cost.
- u. The Service Provider must familiarize themselves with the NYSED regulations; regarding environmental abatement protocols and must as a minimum comply with all NYSED regulations even if they are more stringent than Federal, State or other local requirements.

- v. The Service Provider shall, if requested by Owner, participate in meetings with Federal, State and or local regulatory agencies.
- w. The Service Provider shall support the Owner austerity efforts to control cost by advising the RSMP staff of activities or conditions that may negatively impact project cost without adding value to the abatement or remediation effort. This shall include but not be limited to any field observations of undocumented conditions, and or the discovery of a representation of scopes of work within the bid documents that are inconsistent with actual field conditions.
- x. The Service Provider shall support the special site conditions found at the Edison Technical School (site) as defined in Appendix 'D' and included by reference as part of this 'Detail Scope of Services'. This shall include, but not be limited to those environmental services that will involve the disturbance of sub-surface material that may potentially include some regulated solid waste associated with the Former Emerson Street Landfill (FESL) footprint. The Service Provider shall also manage the environmental work in accordance with division 02 of the technical specifications, and the New York State Department of Environmental Conservation (NYSDEC) approved Excavation and Fill Management Plan for the Emerson Landfill at Edison Tech.
- y. The abatement work is scheduled to occur at various times between **July 1, 2013** and **August 31, 2014**. Those submitting a proposal shall take this schedule into account when preparing the proposal. The specific timing varies by school.

2.0 DISTRIBUTION OF REPORTS

Service Provider shall submit reports to the Construction Manager, Licensed Design Professional (Architect), Program Manager, and abatement Contractor within 48 hours of when sample analysis results are completed. Legible handwritten reports may be submitted if final typed copies are not available.

3.0 FINAL REPORT OF SPECIAL INSPECTIONS

At the completion of all work, the Service Provider(s) shall submit a Final Report of Environmental Project Monitoring and Indoor Air Quality Monitoring/Sampling Services to the Construction Manager, Architect, Program Manager, Contractor, and the Owner stating work was completed in substantial conformance with the Contract Documents and that appropriate monitoring, sampling and testing were performed.

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

The Service Provider shall submit the Final Reports by school to the Construction Manager, Architect, Program Manager, Contractor, RCSD and the Owner.

4.0 COMMUNICATION

The Service Provider shall immediately notify the Construction Manager, Architect, Program Manager and Contractor, by telephone and via e-mail of test results failing to comply with the requirements of the Contract Documents.

The Service Provider(s) shall immediately notify the Construction Manager and Contractor of conditions found not to conform to the Contract Documents during the monitoring and inspections. If the non-conforming condition is not corrected while the Service Provider(s) is onsite, the Asbestos Abatement Project Monitoring and Air Sampling Services Provider shall notify the Construction Manager, Architect, and Program Manager within 24-hours (one business day) and issue a non-conformance report. If the non-conforming work is not corrected within seven (7) days after issuance of the non-conformance report, the Service Provider(s) shall notify the Construction Manager, Architect, Program Manager, and Contractor

5.0 OWNER RESPONSIBILITIES

Owner will provide the Service Provider with a complete set of abatement drawings sealed by the Licensed Design Professional and approved by the New York State Education Department. Owner will provide the environmental project monitoring and Indoor Air Quality Monitoring/sampling service provider a copy of the approved NYSDEC Excavation and Fill Management Plan.

7.0 CONTRACTOR RESPONSIBILITIES

Contractor shall cooperate with the Service Provider(s) and his/her agents so monitoring, sampling and testing may be performed without hindrance.

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

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

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

Contractor shall keep the latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications at the project site for field use by the Environmental Monitor and Indoor Air Quality Monitoring/Sampling Services Provider. Contractor shall perform remedial work if required and sign non-conformance reports stating remedial work has been completed. Contractor shall submit signed reports to the Service Provider(s) as the work proceeds.

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

8.0 COMMITMENT

Upon 24-hour notice from the Construction Manager and/or Prime Contractor, the Service Provider shall respond to the project site to perform such monitoring and sampling services as requested.

The Service Provider may be required to visit multiple sites, have personnel assigned at multiple sites and/or perform multiple types of inspections on the same day. The Service Provider shall submit within 48 hours a certified, typed report of each inspection, or similar service to the Construction Manager, Architect, Program Manager, and Contractor. The Service Provider shall provide a draft report of all inspections to the Construction Manager and the Contractor at the conclusion of each sampling or test. Service Provider shall maintain a log at the project site of all visits, inspections, field observation, samples collected and deficiencies noted.

The RJSCB (“Owner”) expects that team members brought forward by Service Provider as part of the proposal process will be assigned to the project through completion. The RJSCB expects that the staff will respond to the Construction Manager, Architect, Program Manager, Prime Contractor, and/or Owner in a timely manner.

9.0 BILLING PROCEDURES

9.1 **Invoicing:** The Service Providers), including but not limited to Environmental Monitoring and Indoor Air Quality Monitoring and sampling service as indicated herein will be reimbursed on a unit cost basis up to the lump sum defined in the proposal. Additional services may be authorized, if necessary, with advance notification from the Construction Manager and approval by the Program Manager. The environmental and air sampling services laboratory is to submit invoices on a monthly basis as part of the Service Provider’s invoice with the invoice indicating the job name, with the name, number, and dates of monitoring / air sampling services and each test performed, and shall include DP forms (see Attachment B).

9.2 **Reimbursable Expenses:** The RJSCB will engage and pay for the services of the Service Provider. Mileage expenses for local travel to job sites within the Rochester City School District are non-reimbursable expenses. There will be a reimbursement for out-of-town travel for RJSCB business.

EXHIBIT B

SCHEDULE FOR SERVICES

Task	School	Construction Phase
1	John Williams School No. 5	7/1/13 to 8/29/14
2	Henry Hudson School No. 28	7/1/13 to 8/18/14
3	East High School	7/1/13 to 9/01/14
4	Edison Education Campus	7/1/13 to 12/24/14

School No. 5

Submittals:	6/11/13 – 7/31/13
Abatement & Demo:	7/1/13 – 8/16/13
Construction:	8/19/13 – 8/1/14
Punch List & Commissioning:	5/19/14 – 8/29/14
Final Completion:	8/29/14

School No. 28

Submittals:	2/11/13 – 6/21/13
Move-out to Swing space:	6/24/13 – 7/8/13
Early site work:	6/25/13 – 7/25/13
Abatement & Demo:	7/29/13 – 11/18/13
Additions:	10/7/13 – 5/27/14
Renovations:	9/16/13 – 8/5/14
Final Site work:	4/22/14 – 8/4/14
Punch List & Commissioning:	7/3/14 – 7/31/14
Final Completion:	8/18/14

East High School

Submittals:	4/18/13 – 7/1/13
Abatement & Demo:	7/1/13 – 8/12/13
Construction – Summer 1:	7/9/13 – 8/26/13
Construction – Summer 2:	7/1/14 – 8/26/14
Final Completion:	9/1/14

Edison Tech:

Construction begins:	7/1/13
Abatement / Demo:	7/1/13 – 8/12/13
Abatement / Demo:	7/1/14 – 7/29/14
Site work (multiple phases):	7/1/13 – 8/21/14
Demolish Tennis Courts:	7/1/13 – 9/2/13
Library (2nd floor) and Plaza:	7/1/13 – 7/24/14

STEM AoHS (3rd floor): 7/1/13 – 7/24/14
Kitchen & Servery (2nd floor): 7/1/14 – 8/29/14
Science Rooms (3rd floor): 7/1/14 – 11/14/14
Boilers: 5/12/14 – 9/1/14
Foundation & Slab work: 7/1/13 – 10/30/14
Punch List & Commissioning 1: 7/21/14 – 8/1/14
Punch List & Commissioning 2: 8/15/14 – 8/29/14
Punch List & Commissioning 3: 11/10/14 – 11/14/14
Final Completion: 12/31/14

COST OF SERVICES

Environmental Monitoring and Indoor Air Quality Monitoring/Sampling Services		John Williams School No. 5		
ITEM DESCRIPTION	QUANTITY	PER UNIT	COST / UNIT	
Monitoring Services				
Principal / Project Executive / Sr. Project Manager		hour		
Certified Industrial Hygienist		hour		
Lead & PCB Environmental Project Manager		hour		
Asbestos Environmental Project Manager		hour		
Hazmat Environmental Project Manager (Edison Tech)		hour		
Certified Lead Risk Assessor		hour		
Certified PCB Technician		hour		
Certified Asbestos Project Monitor		hour		
Certified Environmental Field Technician		hour		
Certified Asbestos Inspector		hour		
Certified Lead XRF Services		hour		
Certified Asbestos Air Technician		hour		
Administrative Support		hour		
PCM Air Sampling & Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour turnaround		samples		
TEM Air Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
TEM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
PLM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
PLM (NOB) Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
Lead & PCB				
Lead air sample / soil sample		samples		
PCB Sample		samples		

**Environmental Monitoring and Indoor Air Quality
Monitoring/Sampling Services**

Henry Hudson School No. 28

ITEM DESCRIPTION	QUANTITY	PER UNIT	COST / UNIT	
Monitoring Services				
Principal / Project Executive / Sr. Project Manager		hour		
Certified Industrial Hygienist		hour		
Lead & PCB Environmental Project Manager		hour		
Asbestos Environmental Project Manager		hour		
Hazmat Environmental Project Manager (Edison Tech)		hour		
Certified Lead Risk Assessor		hour		
Certified PCB Technician		hour		
Certified Asbestos Project Monitor		hour		
Certified Environmental Field Technician		hour		
Certified Asbestos Inspector		hour		
Certified Lead XRF Services		hour		
Certified Asbestos Air Technician		hour		
Administrative Support		hour		
PCM Air Sampling & Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour turnaround		samples		
TEM Air Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
TEM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
		samples		
PLM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
PLM (NOB) Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
Lead & PCB				
Lead air sample / soil sample		samples		
PCB Sample		samples		

**Environmental Monitoring and Indoor Air Quality
Monitoring/Sampling Services**

East High School

ITEM DESCRIPTION	QUANTITY	PER UNIT	COST / UNIT	
Monitoring Services				
Principal / Project Executive / Sr. Project Manager		hour		
Certified Industrial Hygienist		hour		
Lead & PCB Environmental Project Manager		hour		
Asbestos Environmental Project Manager		hour		
Hazmat Environmental Project Manager (Edison Tech)		hour		
Certified Lead Risk Assessor		hour		
Certified PCB Technician		hour		
Certified Asbestos Project Monitor		hour		
Certified Environmental Field Technician		hour		
Certified Asbestos Inspector		hour		
Certified Lead XRF Services		hour		
Certified Asbestos Air Technician		hour		
Administrative Support		hour		
PCM Air Sampling & Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour turnaround		samples		
TEM Air Analysis				
6-hour Turnaround		samples		
12-hour Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
TEM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
		samples		
PLM Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
PLM (NOB) Bulk Sample Analysis				
Immediate Turnaround		samples		
24-hour Turnaround		samples		
48-hour Turnaround		samples		
Lead & PCB				
Lead air sample / soil sample		samples		
PCB sample		samples		

**Environmental Monitoring and Indoor Air Quality
Monitoring/Sampling Services**

Edison Technology Campus

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

Environmental Monitoring
SOIL EXCAVATION OVERSIGHT

Edison Technology Campus (Cont'd)

ITEM DESCRIPTION	QUANTITY	PER UNIT	COST / UNIT	
Regulatory Coordination & Field Oversight				
Principal		hour		
Technical Director		hour		
Environmental Project Manager		hour		
Hazmat Site Supervisor		hour		
Certified Lead Risk Assessor		hour		
Certified Environmental Field Technician		hour		
Certified Lead XRF Services		hour		
Administrative Support		hour		
Analytical				
VOCs By EPA Method 8260 – Includes trip blanks		samples		
SVOCs by EPA Method 8270		samples		
Direct Expenses – Field Oversight				
Photoionization Detector		days		
Disposable Items for Sampling		days		
Particulate Monitor		days		
Sample shipment		lump sum		

EXHIBIT D

**Environmental Project Monitoring and Indoor Air Quality Monitoring /Sampling Services
Insurance Requirements**

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

(a) Workers' Compensation Insurance (and such other forms of insurance which Program Provider is required by law to provide) covering all employees engaged in the Services hereunder in accordance with the statutory requirements of the jurisdiction in which such Services are to be performed.

(b) General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(c) Automobile Liability insurance covering all motor vehicles owned or leased engaged in the performance of Services hereunder. Limits of liability shall not be less than one million dollars (\$1,000,000) combined single limit, for the accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident.

(d) Excess Liability Insurance above the amounts specified in (b) and (c) of this Exhibit "D" in the amount of five million dollars (\$5,000,000).

(e) Professional Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

Summary of Commercial General Liability Limits:

Per Occurrence Limit:	\$1,000,000
General Aggregate (other than Products/Completed Operations):	\$2,000,000
Products and Completed Operations:	\$2,000,000
Personal and Advertising injury:	\$1,000,000
Fire Damage Legal Liability:	\$ 300,000
Medical Payments, any one person:	\$ 10,000

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) Days Notice of Cancellation is required. Selected firms are responsible for the payment of all insurance premiums.

All liability policies (excluding workers compensation and professional) shall include the following as additional insured on a primary & non-contributory basis: Rochester Joint School Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Gilbane Building Company; County of Monroe Industrial Development Agency (COMIDA); and Trustee-Deutsche Bank Trust Company Americas; Savin Engineers PC; Construction Manager of Record; and Architect/Engineer of Record. A waiver of subrogation in favor of Rochester Joint School Construction Board (RJSCB); the City of Rochester; the Rochester City School District (RCSD); Gilbane Building Company; County of Monroe Industrial Development Agency (COMIDA); and Trustee-Deutsche Bank Trust Company Americas; Savin Engineers PC; Construction Manager of Record; and Architect/Engineer of Record applies to general liability, automobile liability; umbrella and worker's compensation (GL additional insured, ongoing & completed operations, form CG2010 1185 or equivalent - to be attached to certificate) Copies of all additional insured/primary-noncontributing/waiver of subrogation endorsements must be attached to certificate. Policies shall include a 30 day notice of cancellation to Rochester Joint School Construction Board (RJSCB). Copies of endorsements to be attached to the certificate

EXHIBIT E

EQUAL EMPLOYMENT OPPORTUNITY and RSMP DIVERSITY PROGRAM

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 RSMP contracts.

This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the RJSCB fosters and promotes the participation of such individuals and business firms in contracts with the RJSCB. Each firm for this undertaking should acknowledge its understanding and support of the social policy herein stated and will be expected to demonstrate its efforts to solicit the participation of such individuals as partners, and/or employees. In this regard, the RJSCB expects the successful firm to undertake or continue the existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

The RJSCB is committed to providing Women, Minorities, Women and Minority-Owned Businesses, and Disadvantaged Businesses with equal opportunities in the performance of RSMP contracts. In order to achieve the Business Development goals of the RSMP Diversity Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$20,000 or more shall strive to and use best efforts to meet the above-stated commitment of the RJSCB regarding the participation and use of Women, Minorities, Women and Minority Owned Business and disadvantaged Businesses. One of the principal goals of the RJSCB is to support workforce development and the creation of diversification opportunities. As such, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to comply with the following workforce diversity rules and requirements:

- Minority Workforce: 20% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
- Female Workforce: 6.9% 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 entities and small business entities throughout the RSMP. In order to meet this commitment, all contractors, suppliers, professional service firms and/or other business entities providing goods or services under a RJSCB contract of \$20,000 or more shall agree to engage qualified minority-owned, women-owned, disadvantaged business entities and small business entities to assist in the completion of all work under any such contract. With each contract of \$20,000 or more, the selected contractor, supplier, professional service firm and/or other business entity agrees to provide for the following:

- Minority-Owned Business entities shall participate in a minimum of 15% of each contract or purchase order
- Women-Owned Business entities shall participate in a minimum of 5% of each contract or purchase order
- Disadvantaged Business entities shall participate in a minimum of 2% of each contract or purchase order
- Small Business entities shall participate in a minimum of 5% of each contract or purchase order

The RJSCB reserves the right to revise, adjust and/or modify the above goals for contracts awarded at a later date in Phase I of the RSMP and for contracts awarded in Phases II and III of the RSMP. Any firms

requiring assistance in meeting the above commitments of the RJSCB can contact the Independent Compliance Officer (ICO) Mr. Windell Gray at 585-334-8240.

Service Provider must submit all Diversity Program (DP) compliance forms (attached) in accordance with the instructions set forth therein. All initial and monthly DP forms must be complete with all necessary certifications included, and timely submitted to the ICO for approval prior to award of contract by the RJSCB, or as a precondition of payment after contract award.

[ATTACH RSMP DP FORMS]