



# REQUEST FOR PROPOSAL

## INSURANCE AND BOND DOCUMENT REVIEW SERVICES

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The Rochester Joint Schools Construction Board, on behalf of the Rochester Schools Modernization Program seeks to identify professional firms qualified to provide services for the review of insurance and bond documentation for all contracts entered into by the RJSCB for the pre-construction and construction phases of **Phase 1 of the RSMP program.**

### Issue Date:

July 3, 2012



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



## Rochester Joint Schools Construction Board

175 Martin Street, Rochester, New York 14605  
Telephone: 585-262-8476

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# REQUEST FOR PROPOSAL

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**Date:**  
**July 3, 2012**

**To:**  
Insurance Document Review Service Firms

**Send Statement of Qualifications to:**  
Rochester Joint Schools Construction Board  
Attn: Thomas Renauto, Executive Director  
1776 N. Clinton Avenue  
Rochester, NY 14621

**From:**  
Rochester Joint Schools Construction Board

**Contact:**  
trenauto@aol.com

**Project Title:**  
Insurance and Bond Document Review Services

	RFP SCHEDULE	DATES
1.	Deadline for submittal of questions, clarifications and modifications regarding the RFP by service providers/potential responders.	July 13, 2012
2.	Answers to questions and/or modifications issued by Addendum and posted on the RJSCB website: <a href="http://www.rcsdk12.org/rsmp">www.rcsdk12.org/rsmp</a>	July 17, 2012
3.	<b>Submittal Deadline for Request for Proposals.</b>	July 20, 2012
4.	Interviews with Short Listed Service Providers (anticipated).	July 25, 2012
5.	Award (anticipated).	August 6, 2012

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## 20.0 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 professional services of an insurance consultant, insurance agent, or insurance underwriter with expertise in various phases of design and construction of public school buildings and or public works projects to provide Insurance and Bond Document Review Services (the "Consultant").

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.

The RJSCB reserves the right to issue contracts to multiple Consultants which may possess full and comprehensive professional services, as well as firms specializing in a specific area, if so desired. Services included in this RFP are for all twelve (12) school projects identified in Phase 1, the DWT project, and all professional services, including but not limited to architects, construction managers, and all other consultants for which the RJSCB has entered into a contract. At this time, the contracting plan for each of the 12 school projects are based on a multiple Prime format with a GC, Mechanical, Electrical, and Plumbing Contractor. The RJSCB reserves the right to change this contracting plan as necessary.

It is anticipated the selected Consultant will review insurance and bond documents submitted by other professional services providers, vendors and contractors for the compliance of those documents with the established insurance and bond requirements for the program. The various services shall include but not be limited to: evaluation of submitted insurance certificate and policies for compliance with the coverage and limits set by the Rochester Joint School construction Board and its consulting services on its behalf.

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, 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 2011-12 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 program is expected to span about 15 years. Only the Phase 1 program has been approved to date and services being requested under this RFP are for only the projects in the Phase 1 program.

#### **4.0 SCOPE OF SERVICES**

The Consultant selected to provide Insurance and Bond Document Review 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 Insurance and Bond Document Review Services for the Project.

The selected Consultant and individual(s) must maintain required professional licenses and registration throughout the life of the contract with the RJSCB.

##### **Performance Requirements**

Upon 24-hours notice from the Executive Director, Program Manager, or Construction Manager on behalf of the RJSCB for the RSMP the Consultant shall respond to a request to perform review and evaluation of insurance and/or bond documents.

The Consultants may be required to evaluate supporting documentation for multiple agreements and/or render its written professional assessment for multiple types of vendor agreements on various project assignments within a 72 hour period. The Consultant shall submit a report of each review or similar service to the Executive Director, Program Manager, or Construction Manager acting on its behalf.

The RJSCB expects that team members brought forward as part of the proposal process will be assigned to the program 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.

##### Scope of Services:

- 1) All consulting services shall be provided by qualified personnel. Qualifications shall be demonstrated by the possession of current New York State Certifications or licenses as required.
- 2) Review ratings of insurance carriers proposed by contractors and consultants.
- 3) Verify coverage limits meet the minimum requirements of the project.
- 4) Review “per project” and “primary” “non-contributory” language in the policies submitted by the

contractors and consultants.

- 5) Verify that all “additional insureds” are included on the policy and correctly identified.
- 6) Track policy effective start and end dates. Notify the Program Manager and Construction Manager in advance of a contractor or consultant’s policy lapse.
- 7) Track/identify any policy cancellations by contractors and consultants.
- 8) Review policy language for deductibles, riders, or endorsements. Report any deficiencies or risk to the Program Manager and Construction Manager associated with these types of items.
- 9) Provide claims review assistance as necessary.
- 10) Complete insurance and bond review checklist forms (see Attachments).
- 11) Review all Performance Bonds and Labor and Material Payment Bonds provided by contractors and consultants, including the completion of the bond review checklist forms (see Attachment).
- 12) Verify that insurance carriers are Licensed and Admitted in NYS.
- 13) Advise the Owner on regulatory compliance with the New York State regulatory guidelines.
- 14) Advise the Owner on the appropriate forms of insurance for risk management of exposures associated with professional services relating to design and construction.
- 15) Advise the Owner on the appropriate forms of insurance for risk management of exposures associated with construction services.
- 16) Advise the Owner on the as to appropriate forms of insurance for risk management of exposures associated with the storage of materials and equipment for use in the RSMP projects.

The effective duration of agreements for professional services and construction affected by the services being requested of this consultant is scheduled to occur between August 6, 2012 and August 31, 2015. Those submitting a proposal shall take this schedule into account when preparing the proposal. The specific timing varies by school.

The Consultant providing Insurance and bond document review services may perform its services electronically, but shall on occasion be required to meet in person directly with the Executive Director, the Program Manager or the Construction Manager behalf of the Owner. The Consultant shall attend meetings on an hourly basis, with reimbursable charges allowed as described under the Proposal Requirements section of this RFP.

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.
- 2) Cost Proposal:
  - a) Provide hourly rates for all required personnel.
  - b) Provide a detailed listing and estimated costs associated with any anticipated equipment, disposables, and reimbursable expenses.
  - c) Provide an overall estimate for the total cost of providing these services for the project. The consultant will then bill the RJSCB on an hourly basis every month and the overall estimate will be a not-to-exceed number.

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 services not listed in the "scope of services" may be required during the effective duration of agreements being support by these services.

**Billing Procedures:** The Consultant, including but not limited to personnel and subconsultants will bill on an hourly basis up to the not-to-exceed number as set forth in the proposal. The consultant shall submit invoices on a monthly basis, with the invoice indicating the job name, with the name, number, and dates of services being performed, and shall include DDP-3 forms.

**Reimbursable:** Mileage expenses for local travel to locations within the City of Rochester are non-reimbursable expenses. Expenses for out-of-town travel are billable reimbursable expenses.



## **5.0 RECORDS AND REPORTS**

General information to be provided for all reports generated includes the following: See Attachment C: Insurance Review Form (sample) and Attachment D: Bond Review Form (sample)

1. Project name and number
2. Date of review
3. Type of policy being reviewed
4. Name of reviewer
5. Reference to applicable standard
6. Summary of observations, results, and recommendations

## **6.0 DISTRIBUTION OF REPORTS**

The Consultant shall submit document review reports to the Program Manager and the Construction Manager on behalf of the RJSCB within 24 hours of receipt of the document.

## **7.0 NOT USED**

## **8.0 COMMUNICATION**

The Consultant shall immediately notify the Program Manager and the Construction Manager on behalf of the Owner by telephone and via e-mail of non compliant policies or lapses in coverage.

## **9.0 OWNER RESPONSIBILITIES**

Owner will provide the Consultant with copies of insurance and bond documents presented by the contractors and consultants for review.

Owner will provide the project requirements for insurance and bonds to the Consultant for their use.

## **10.0 CONTRACTOR RESPONSIBILITIES**

Contractor shall cooperate with the Consultant and his agents so accurate review and evaluation of insurance and surety documents may be performed without hindrance.

Contractor shall notify the Program Manager, the Construction Manager, and the Consultant at least 24 hours in advance of any changes to its policies or surety instruments.

The Consultant's insurance and bond document review services shall not relieve the professional services providers, consultants, or contractors of their obligation to comply with the type and levels of insurance coverage required by the RSMP.

## 11.0 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 Insurance underwriting and surety 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 Standards
- Flexibility to the Owner's Changes
- Adherence to the Project Schedule

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 Consultant can provide the most effective services and have the most experience and ability to provide the required services listed herein. **Minority-Owned and Women-Owned firms are encouraged to respond. See the RJSCB's Equal Opportunity statement in Section 16 of this RFP.** Contracts will be negotiated with the successful firms after approval of award by the RJSCB.

## 12.0 SUBMITTAL REQUIREMENTS/RESPONDING TO THE RFP

- 12.1 E-Mail Indicating Interest.** Service Providers who intend to respond to this RFP are requested to notify the RJSCB's Executive Director by sending an e-mail to: [trenauto@aol.com](mailto:trenauto@aol.com) with the RFP name in the subject line. Please indicate the name, address, telephone, fax number, and e-mail address of the Consultant and contact person.

**12.2 Submission.** Submit ten (6) copies of all requested information in paper form and one (1) electronic copy (compact disk) to the offices of the Rochester Joint Schools Construction Board located at 1776 North Clinton Avenue, Rochester, NY 14621; Attention: Tom Renauto, Executive Director no later than 2 o'clock P. M. on **July 20, 2012.**

**12.2.2** The RJSCB reserves the right to award to multiple firms at the recommendation of the Program Manager. All of the aforementioned scope of services shall be required of the selected and assigned firm(s).

**12.2.3** Hourly rates for services should be submitted on the enclosed form. (Attachment 'A')

**12.3 Statement of Qualifications.** The Consultant's Statement of Qualifications should clearly and accurately demonstrate specialized knowledge and experience required for consideration for Insurance and Bond Document Reviewer Services. Responsive proposals should provide straightforward, concise information that satisfies the requirements specified below.

The Consultant shall be authorized by authorities having jurisdiction to operate in the State of New York.

Consultant shall submit resumes of personnel with the bid proposal and shall identify personnel's certifications / license.

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. How many years have you been engaged in the services you provide under your 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.

**12.1 Sample Reports.** Examples/samples of the firm's deliverables for the following should be included in the RFP: Sample report(s), and a Deficiencies Report.

**12.2 Fee Proposal.** Refer to the schedule attached for hourly rates.

**12.3 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).

## 13.0 INSURANCE REQUIREMENTS

**13.1 Insurance Policies:** The Consultant Services contract that will be developed for the work on this program will have the following insurance requirements. All respondents to this RFP are presumed to be able to meet these requirements:

### Commercial General Liability Limits

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

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Medical Payments, any one person:	\$ 10,000
<b><u>Business Automobile:</u></b>	\$1 million per accident
<b><u>Professional Liability Insurance:</u></b>	\$1 million per claim / \$2,000,000 aggregate
<b><u>Workers' Compensation:</u></b>	Statutory amount
<b><u>Employer's Liability:</u></b>	\$500,000.00
<b><u>Excess/Umbrella</u></b> (for general aggregate and auto liability only):	\$5 million

The RJSCB shall be a certificate holder and an additional named insured on such policies on a primary and non-contributory basis. The selected firm will be required to furnish the RJSCB with a certificate of insurance evidencing that it has complied with the obligations under this section of the RFP. In addition, the selected firm shall require its sub-consultants, if any, to carry similar liability insurance, to name the RJSCB as a certificate holder and an additional insured on such policies and to furnish the RJSCB with certificates of insurance establishing compliance with this obligation. Thirty (30) Days Notice of Cancellation is required. Selected firms are responsible for the payment of all insurance premiums. The City of Rochester, Rochester City School District, Gilbane Building Company, Savin Engineers, P.C., The County of Monroe Industrial Development Agency (COMIDA), and Deutsche Bank Trust Company Americas must be named as additional named insureds on such policies as well.

### **13.2 Indemnification & Hold Harmless:**

The selected firm will be required to indemnify, defend and save harmless the RJSCB, the City of Rochester, the Rochester City School District, Gilbane Building Company and Savin Engineers P.C., their officers, agents, and employees as set forth in the indemnity provision in the attached agreement.

## **14.0 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 5 o'clock p.m. on July 24, 2012 regarding interviews, which are scheduled for Thursday, July 26, 2012.

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 August 6, 2012.

## **15.0 QUESTIONS**

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

In lieu of a pre-proposal conference, any questions regarding the RFP or selection process should be submitted via email to [trenauto@aol.com](mailto:trenauto@aol.com) by Noon on July 13, 2012. Submitted questions and answers will be provided to all solicited firms via email by Addendum by 5pm on July 17, 2012 barring any unforeseen circumstances.

## **16.0 EQUAL OPPORTUNITY**

The Rochester Joint Schools Construction Board (RJSCB) recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB.

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

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

## 17.0 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 North Clinton Avenue  
Rochester, NY 14621

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contractINSURANCE REVIEW SERVICES RFP\_051012\_REV051712.docxROPOSAL[1]TR edits 6-20-  
12[1]final - no contract



## 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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY OR TAX ID NUMBER

\_\_\_\_\_  
| NAME OF AUTHORIZED SIGNATURE/TITLE

\_\_\_\_\_  
STATE, ZIP CODE

\_\_\_\_\_  
PHONE/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 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: _____	

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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: \_\_\_\_\_



**ATTACHMENT A:**  
**FEE SUBMITTAL FORM**

**ATTACHMENT B:**

**DDP FORMS**



**SCHEDULE OF MBE/WBE/DBE/SBE PARTICIPATION (DDP-1/RSMP)****ROCHESTER SCHOOLS MODERNIZATION PROGRAM**

1. Project :	2. Bidding on Contract No./Contract Description
3. Bidding Contractor Name / Address / Phone No. / Fax No.	4. Submittal Date (MM / DD / YY)
	5. <input type="checkbox"/> Original Form <input type="checkbox"/> Revised Form

**Project Goals: MBE - 15% WBE - 5% DBE 2% SBE 5%**

6. Name/Address/Phone No. of Proposed MBE/WBE/DBE/SBE	7. Certified as MBE/WBE/DBE/SBE	8. Performance Category	9. Scope of Services to be provided	10. Proposed Dollar Amount

Certification Statement - the below signed, being an authorized representative of the bidding company, hereby certifies that the above information is accurate and has been discussed with the proposed MBE/WBE/DBE/SBE prior to the submission of the accompanying bid proposal.

11. Bidding Company Official's Printed Name and Title _____	12. Bidding Company Official's Signature _____	13. Date Signed ____/____/____	14. Page ____ of ____
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**MBE / WBE LETTER OF COMMITMENT TO PERFORM / DDP/RSMP-2 FORM**

*Upon the request of the Program Provider, the bidding contractor is to submit this form for each proposed MBE/WBE within three calendar days of the Notice of Award.*

Project : \_\_\_\_\_

Bidding on Contract : \_\_\_\_\_  
(Project Contract Number, Name)

Based on pre-bid negotiations, the below indicated bidding contractor and proposed MBE/WBE intend to enter into a formal agreement for services indicated below, relative to the above referenced project contract. This pending agreement is contingent upon prior contract execution between the bidding contractor and the Program Provider.

Under this pending agreement, the proposed MBE/WBE shall provide the following labor, materials, equipment, supplies, or services: *(identify the full intended scope of the MBE/WBE in sufficient detail)*

\_\_\_\_\_ at the approximate price of \$ \_\_\_\_\_

The proposed MBE/WBE under this pending agreement is being declared as: ( ) **MBE** or ( ) **WBE** *(check either, not both)*

Under this pending agreement, the MBE/WBE is being declared under the following performance category: *(check one only)*

- ( ) **Subcontractor (labor only)** ( ) **Subcontractor (labor & material)**  
 ( ) **Bona Fide – Supplier \*** ( ) **Broker – Supplier**  
 ( ) **Service Provider** ( ) \_\_\_\_\_

*\* If declared as a Bona Fide – Supplier, bidding contractor is to ensure that proper substantiating information is attached to the submission of this form. This would include but not necessarily be limited to a letter from the product manufacturer indicating that the proposed MBE/WBE is a recognized distributor, vendor, representative, etc. of the applicable products. Failure to include said substantiation to the satisfaction of the Program Provider is grounds for rejection of the proposed MBE/WBE. The Program Provider reserves the right to further scrutinize said recognition within the limits of the contract specifications.*

This MBE/WBE is currently certified as either a bona-fide MBE or WBE in the above indicated performance category by one or more of the recognized certifying authorities as specified in section 00900 of the project specifications. **As evidence of this fact attached is a certification letter from said authority confirming the current MBE or WBE status and the applicable performance category. Failure to include said certification letter(s) to the satisfaction of the Program Provider is grounds for rejection of the proposed MBE/WBE.**

Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall be responsible to immediately resubmit the necessary revised forms to the attention of the Program Provider for consideration.

Bidding Contractor Company Name	Proposed MBE/WBE 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 Program Provider Use Only**

Program Provider Signature _____ / / Date	Compliance Monitor Signature _____ / / Date
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## MONTHLY EMPLOYMENT UTILIZATION REPORT - DDP-3/RSMP

**ROCHESTER SCHOOLS MODERNIZATION PROGRAM**

1. Project :	2. Reporting Period (MMM / YYYY) _____ / _____
3. Reporting Contractor Name / Address / Phone No. / Fax No.	4a. Reporting Contractor is a (    ) 1st Tier - or - ( X ) Lower Tier Contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:

**Project Goals :**    **Minority - 20%**    **Women - 6.9 %**

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

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

11. Reporting Company Official's Printed Name and Title  _____	12. Reporting Company Official's Signature  _____	13. Date Signed  ____/____/____	14. Page  ____ of ____
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**ATTACHMENT C**  
**INSURANCE REVIEW FORM**

TO: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

	<u>Acceptable</u>	<u>Not Acceptable</u>
Insured Licensed in NYS	_____	_____
AM Best Rating	_____	_____
Per Project Aggregate	_____	_____
Contractual	_____	_____
General Liability Limits	_____	_____
Automobile Limits	_____	_____
Umbrella Limits	_____	_____
Workers Comp	_____	_____
Additional Insureds	_____	_____

Primary & Non-contributing \_\_\_\_\_

Additional Insured Form \_\_\_\_\_

Waiver of Subrogation \_\_\_\_\_

30 Day Notice of Cancellation \_\_\_\_\_

Certificate Holder \_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Reviewed By:** \_\_\_\_\_

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

**ATTACHMENT D**  
**BOND REVIEW FORM**

TO: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

BOND NO.: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_

	<u>Acceptable</u>	<u>Unacceptable</u>
Surety	_____	_____
Power of Attorney	_____	_____
Date	_____	_____
Attorney-In-Fact	_____	_____
Bond Form/Rider	_____	_____

Acknowledgment/Witness Signature \_\_\_\_\_

Surety Financial \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**Reviewed By:** \_\_\_\_\_

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



## Consulting Services Agreement

THIS CONSULTING SERVICES AGREEMENT (this “*Agreement*”), entered into as of \_\_\_\_\_, 2012 (the “*Effective Date*”), is made by and between ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD, having an address at 1776 North Clinton Avenue, Rochester, New York 14621 (the “*Board*”), and [\_\_\_\_\_] a [\_\_\_\_\_] with an address at [\_\_\_\_\_] (“*Consultant*”). The Board and Consultant are sometimes referred to herein individually as a “*Party*”, and collectively as the “*Parties*.”

### RECITALS

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

B. Consultant is experienced in reviewing and analyzing insurance and bond documents in connection with construction projects.

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

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

1. SERVICES. The Board hereby retains Consultant to provide during the Term (as defined in Section 5(a)), and Consultant hereby agrees to provide to the Board, services whereby Consultant will review and analyze insurance and bond documents in connection with the program, which services are more fully described on Exhibit A (the “*Services*”), in accordance with the terms and conditions of this Agreement. The Board may, from time to time, request changes in the scope of Services of Consultant to be performed hereunder. Such changes,

including any increase or decrease in the Aggregate Payment Limit (as defined in Section 2) which are mutually agreed upon by and between the Board and Consultant, shall be incorporated in written amendments executed by both Parties.

2. PAYMENT FOR SERVICES.

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

b. Designated Reimbursable Expenses. Subject to the terms and conditions of this Agreement (including, without limitation, Section 2(c)), the Board shall pay or reimburse Consultant for the reasonable documented cost (without markup by Consultant) of the specified expenses described on Exhibit B and incurred by Consultant solely and directly in performing the Services on the Board’s behalf (the “*Designated Reimbursable Expenses*”). Except as otherwise provided in this Section 2(b) with respect to the Designated Reimbursable Expenses, Consultant shall be responsible for all costs and expenses incurred by Consultant in connection with the Services.

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

d. Invoices and Payment. No later than the tenth 10<sup>th</sup> day of each calendar month, Consultant shall submit to the Board an invoice (an “*Invoice*”) for (i) Service Fees attributable to the prior calendar month, and (ii) any Designated Reimbursable Expenses incurred during the prior calendar month. Each Invoice shall be in a form acceptable to the Board and shall set forth a detailed listing of (1) the Services performed, (2) Designated Reimbursable Expenses incurred, including copies of all written receipts and other written evidence of such Designated Reimbursable Expenses, and (3) amounts due Consultant pursuant to this Agreement. The Board may, prior to making any payment under this Agreement, require Consultant to submit to it such additional information with respect to Services and Designated Reimbursable Expenses and any Invoice as the Board reasonably deems necessary. The Board shall pay the undisputed amount of each Invoice within 30 days of the Board’s approval of such Invoice or a portion thereof. If the Board disputes any Invoice or any portion thereof, the Board shall provide Consultant with written notice of the amount disputed, and the Board and Consultant shall use their respective best efforts to work together in good faith to resolve such dispute as soon as practical after delivery of such notice of dispute.

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

3. **SERVICE REQUIREMENTS.** Consultant represents, warrants and covenants to the Board that it will provide all Services in a professional and workmanlike manner using properly trained, licensed and qualified individuals, and by following and applying at all times the highest professional and technical guidelines and standards. All Services will be performed by Consultant in compliance with this Agreement and all applicable specifications established by the Board and with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards including, without limitation, the Enabling Legislation. Consultant shall at all times in the performance of the Services, as well as in its hiring and employment practices, fully comply with all rules, guidelines and requirements set forth in the Program's Diversity Plan (as generally described in Exhibit D) including, without limitation, all equal employment opportunity and diversity goals referenced in, or incorporated as a part of, such Diversity Plan. Consultant shall submit all forms and documents (including, without limitation, DDP forms), that the Board or its independent compliance officer may request in connections with such Diversity Plan. Unless otherwise directed in writing by the Board, Consultant shall complete the Services in accordance with the schedule and time requirements set forth in Exhibit A.

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

5. **TERM AND TERMINATION.**

a. *Term.* The term of this Agreement (the "*Term*") shall commence on the Effective Date and shall continue until August 31, 2015 or until earlier terminated as provided herein.

b. *Termination.* The Board may terminate this Agreement (i) immediately upon written notice to Consultant if Consultant breaches any of its obligations under this Agreement and fails to cure a breach within 20 days of the delivery of written notice of such breach; (ii) immediately upon written notice to Consultant upon Consultant's cessation of business, election to dissolve, dissolution or failure in business; and (iii) immediately upon written notice to Consultant upon Consultant's commission of an act of bankruptcy, general assignment for the benefit of creditors, or the filing by or against Consultant of any petition in bankruptcy or for relief under the provisions of applicable bankruptcy laws (if, with respect to any such filing

against Consultant such filing is not dismissed, discontinued or stayed within 60 days of such filing). In addition, the Board may terminate this Agreement without cause at any time on 30 days' prior written notice to Consultant.

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

## 6. PROPRIETARY INFORMATION.

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

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

c. *Injunctive Relief.* It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by Consultant of this Section 6 and that any such breach by Consultant will cause the Board great and irreparable injury and damage. Accordingly, Consultant agrees that the Board shall be entitled, without waiving any additional

rights or remedies otherwise available to the Board at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach of this Section 6 by Consultant or its employees, agents or subcontractors. No remedy conferred hereunder is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

7. **INSURANCE.** Notwithstanding the provisions of Section 8 of this Agreement, Consultant shall obtain and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit C. Prior to commencement of the Services and at any time thereafter upon the request of the Board, Consultant shall furnish to the Board certificates of insurance evidencing such insurance. All such policies, except workers compensation and professional liability policies, shall name the Rochester Joint Schools Construction Board, Gilbane Building Company, Savin Engineers, the Rochester City School District, the City of Rochester, The County of Monroe Industrial Development Agency (COMIDA), and Deutsche Bank Trust Company Americas as additional insureds on a primary and non-contributory basis, and shall incorporate a provision requiring the giving of written notice to the Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Upon the Board's request, Consultant will promptly provide the Board with a copy of any such policy of insurance. Consultant shall not change the terms and conditions of any insurance policy, except with prior written approval of the Board, which shall not be unreasonably withheld.

8. **INDEMNIFICATION.** Consultant agrees to indemnify, defend and hold harmless the Board, the program manager retained by the Board and any construction manager retained in connection with the Program, and any subsidiary, parent or affiliate of the Board, including the Rochester City School District and the City of Rochester, and their respective trustees, directors, officers, Board members, agents and employees (collectively, the "*Indemnitees*"), from and against any and all liabilities, obligations, claims, damages, demands, causes of action, losses and expenses (including, without limitation, reasonable attorneys' fees and costs of suit) directly or indirectly relating to, arising from or in connection with: (a) any actual or alleged negligent act or omission or willful misconduct of Consultant or any of its agents, employees or subcontractors; (b) any breach by Consultant of any of its representations, warranties, covenants or obligations set forth in this Agreement; or (c) any actual or alleged injuries (including death) suffered by any of Consultant's agents, employees or subcontractors, or any employees or agents of Consultant's agents or subcontractors in the course of their performance or completion of any Services or upon any premises owned, leased or controlled by the Board, or any Program site, except to the extent caused by the negligence or willful misconduct of any Indemnatee.

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

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

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

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

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

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

[signature page follows]

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

ROCHESTER JOINT SCHOOLS  
CONSTRUCTION BOARD

By \_\_\_\_\_  
Lois Giess, Chair

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT A

### DESCRIPTION OF SERVICES

Following is the scope of the Services that are needed for the Phase 1 Rochester Schools Modernization Project:

Consultant must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Insurance and Bond Document Review Services for the Project.

Consultant (and individuals employed by Consultant) must maintain required professional licenses and registration throughout the Term of the Agreement.

#### 1.0 Performance Requirements

Upon 24-hours notice from the Executive Director, Program Manager, or Construction Manager on behalf of the Board, Consultant shall respond to a request to perform review and evaluation of insurance and/or bond documents.

Consultant may be required to evaluate supporting documentation for multiple agreements and/or render its written professional assessment for multiple types of vendor agreements on various project assignments within a 72-hour period. Consultant shall submit a report of each review or similar service to the Executive Director, Program Manager, or Construction Manager acting on its behalf.

The Board expects that Consultant's team members will be assigned to the Program through completion. The Board expects that Consultant will respond to the Construction Manager, Architect, Program Manager, Prime Contractor, and/or Board in a timely manner.



Scope of Services:

- 1) All consulting services shall be provided by qualified personnel. Qualifications shall be demonstrated by the possession of current New York State Certifications or licenses as required.
- 2) Review ratings of insurance carriers proposed by contractors and consultants.
- 3) Verify coverage limits meet the minimum requirements of the project.
- 4) Review “per project” and “primary” “non-contributory” language in the policies submitted by the contractors and consultants.
- 5) Verify that all “additional insureds” are included on the policy and correctly identified.
- 6) Track policy effective start and end dates. Notify the Program Manager and Construction Manager in advance of a contractor or consultant’s policy lapse.
- 7) Track/identify any policy cancellations by contractors and consultants.
- 8) Review policy language for deductibles, riders, or endorsements. Report any deficiencies or risk to the Program Manager and Construction Manager associated with these types of items.
- 9) Provide claims review assistance as necessary.
- 10) Complete insurance review checklist form.
- 11) Review all Performance Bonds and Labor and Material Payment Bonds provided by contractors and consultants, including the completion of the bond review checklist forms.
- 11) Verify that insurance carriers are Licensed and Admitted in NYS
- 12) Advise the Board on regulatory compliance with the New York State regulatory guidelines
- 13) Advise the Board on the appropriate forms of insurance for risk management of exposures associated with professional services relating to design and construction.
- 14) Advise the Board on the appropriate forms of insurance for risk management of exposures associated with construction services.

15) Advise the Board as to appropriate forms of insurance for risk management of exposures associated with the storage of materials and equipment for use in the RSMP projects.

## 2.0 DISTRIBUTION OF REPORTS

Consultant shall submit document review reports to the Program Manager and the Construction Manager on behalf of the Board within 24 hours of receipt of the document.

## 3.0 FINAL REPORTS

At the completion of each school project, Consultant shall submit a Final Report to the Program Manager, the Construction Manager and the Board.

## 4.0 COMMUNICATION

Consultant shall immediately notify the Program Manager and the Construction Manager on behalf of the Board by telephone and via e-mail of non compliant policies or lapses in coverage.

Consultant shall immediately notify the Construction Manager and Contractor of work found to be in non-conformance with the Contract Documents.

## 5.0 BOARD RESPONSIBILITIES

Board (via the Program Manager or Construction Manager) will provide Consultant with copies of insurance and bond documents presented by the contractors and consultants for review.

Board (via the Program Manager) will provide the project requirements for insurance and bonds to Consultant for their use.

## 6.0 CONTRACTOR RESPONSIBILITIES

Contractor shall cooperate with Consultant and his agents by resubmitting corrected documents upon request.

Contractor shall cooperate with Consultant and his agents so accurate review and evaluation of insurance and surety documents may be performed without hindrance.

Contractor shall notify the Program Manager, the Construction Manager, and Consultant at least 24 hours in advance of any changes to its policies or surety instruments.

Consultant's insurance and bond document review services shall not relieve the professional services providers, consultants, or contractors of their obligation to comply with the type and levels of insurance coverage required by the RSMP.

## 7.0 COMMITMENT

Consultant may be required to review multiple documents from multiple vendors associated with multiple projects. Consultant shall respond to all requests within 24 hours of receipt.

The Board expects that Consultant's team members will be assigned to the Program through completion. The Board expects that Consultant will respond to the Construction Manager, Architect, Program Manager, Prime Contractor, and/or Board in a timely manner.

## 8.0 SCHEDULE

Services shall commence upon the Effective Date of the Agreement and are expected to continue, as assigned by the Board and subject to the terms and conditions of the Agreement, through August 31, 2015.

## EXHIBIT B

### HOURLY RATES AND DESIGNATED REIMBURSABLE EXPENSE

Hourly Rates: See attached

Designated Reimbursable Expenses shall include only the following:

1. Expenses for required travel outside of Rochester, New York
2. Long distance telephone calls related to the Project
3. Reproductions, postage and handling of documents

## EXHIBIT C

### INSURANCE

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

- (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.

### EQUAL OPPORTUNITY

The Rochester Joint Schools Construction Board (RJSCB) recognizes the need to take action to ensure that minority and women-owned business enterprises, disadvantaged business enterprises, and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB.

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

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