



Accountants and Advisors

**ROCHESTER SCHOOL MODERNIZATION PROGRAM
FEBRUARY SUBMISSION REPORT**





Baker Tilly Virchow Krause, LLP
One Penn Plaza, Suite 3000
New York, NY 10119
tel 212 697 6900
fax 212 490 1412
bakertilly.com

April 2, 2014

Thomas Renauto, Executive Director
Rochester Joint Schools Construction Board
1776 North Clinton Avenue
Rochester, New York 14621

Dear Mr. Renauto:

This is the second Monitor's Report (the "Report") under the January 13, 2014 Consulting Services Agreement between the Rochester Joint Schools Construction Board ("RJSCB") and Baker Tilly Virchow Krause, LLP ("BT") by which BT is retained as the Independent Compliance Officer ("ICO") for the Rochester School Modernization Program Phase 1B . This report is authored by Brian Sanvidge and others at BT and is based on information obtained by BT. (See **Exhibit 1**: Consulting Services Agreement). In this second report we set forth background information about the nature and scope of the Monitoring Agreement, background information regarding the Rochester School Modernization Program ("RSMP"), various procedures performed and findings as a result of those procedures. We also include a section listing future procedures to be performed by the ICO.

Background:

In 2007, the RJSCB was established as an agent of the Rochester City School District ("RCSD") and the City of Rochester. Driven by the need to establish major improvements in educational achievement, the RJSCB sought to create new educational settings and models to foster academic success. The RJSCB was set up to plan and oversee up to thirteen building projects in Phase 1 of a projected three-phase modernization initiative for the RCSD. The plan originally

identified three phases extended over a period of ten to fifteen years, and prioritized investment in existing facilities and setting a goal of limiting local investment of five percent or less. The plan was later updated and nine school modernization projects were designated between Phase 1A, consisting of four projects which commenced in June 2012 and are nearing completion and Phase 1B, consisting of five school modernization projects which began in late 2012 or early 2013 and which are currently underway. Construction contracts for the nine school modernization projects aggregate approximately two hundred million dollars. Approximately 16 percent of the aggregate contract amount, forty million dollars, is relegated to professional service contracts inclusive of Architects, Engineers, Program Manager, Construction Managers, Special Inspections and Testing, Commissioning agents, Moving Services, Security Services, and Environmental Monitoring.

In July 2010, the RJSCB retained the services of Gilbane Building Company (“Gilbane”) to develop a draft Comprehensive School Facilities Modernization Plan for Rochester City Schools. Gilbane was assigned with designing a program that would encompass the RJSCB’s ultimate goal of providing a portfolio of schools for students from Kindergarten through Grade 12 that provide the optimal environment for student academic achievement. The program addressed, among other factors, the current and projected student enrollment, class size, community partnerships, and minimization of disruption of school operations during construction, and expansion of minority and women based business participation in the program. To this end, the RJSCB is mandated by New York State legislation to develop, implement and monitor a Diversity Plan for the Rochester School Modernization Program (“RSMP”) to increase the participation from traditionally socially or economically disadvantaged persons. The RJSCB responded with a Diversity Plan consisting of two major goals: Workforce Development and Business Development. Under the Workforce Development goal, each firm providing goods or services to the RSMP is required to show a good faith effort in maintaining predetermined minimum rates of diversity participation of its workforce. The percentage of participation is predicated on the total prime contract value of engagements with the corresponding Eligible Business Enterprise (“EBE”) classification. The Business Development Plan includes educational efforts to encourage minority and women-owned business enterprises to participate in the RSMP construction workforce.

Monitor Agreement

In order to develop, implement, advertise, promote and monitor the RSMP Diversity Plan, in August, 2010, the firm Landon & Rian Enterprises, Inc. (“L&R”) was retained as the RSMP Independent Compliance Officer (“ICO”), **Exhibit 2**. The primary duty of the ICO is to ensure that the Diversity Plan policies and procedures are observed and those employment opportunities with RSMP are availed to EBE contractors. Specifically, the RJSCB, the RCSD Superintendent, and the community require the ICO to support the meaningful representation of disadvantaged and woman owned businesses in the RSMP construction workforce. It is the ICO’s responsibility to encourage and support EBE organizations to participate in the RSMP construction workforce and as such, the ICO is to provide information relative to the diversity plan to the community through marketing, communications, participation in community outreach and minority and women employment outreach meetings, and instructional sessions to assist EBE applicants with the required document submissions to RSMP.

In November 2013, an audit of the ICO’s records for Phase 1A of the RSMP commenced. The audit was conducted by Northeast Preconstruction Ventures Inc. (“NPV”) pursuant to a contract awarded by the RJSCB. The audit described several deficiencies in the Phase 1A monitorship of the RSMP Diversity Plan. On January 13, 2014, BT was engaged as ICO for Phase 1B of the RSMP, and, as such, BT developed a plan of action to ensure effectual performance as ICO.

BT’s Role as ICO

At the commencement of the BT ICO engagement, BT established an office in the RSMP headquarters to promote communication with the Project Manager (“PM”) and provide efficient response to issues as they occur. BT will continue to maintain a daily presence at the RSMP headquarters throughout Phase 1B. This enables BT to address project compliance or other issues raised by the PM or the RSMP workforce.

BT has also automated the contractor document submission process for a more accurate and efficient reporting system. Our digital document submission “cloud” system, referred to as the Go-File-Room Portal, provides each Prime Contractor (“PC”) with access to upload a copy of their monthly diversity documents, and to view an archive of their submissions. These monthly diversity documents to be submitted to BT for review include: DDP-3, DDP-3A, certified payroll transcripts, the monthly report and copy of check to the Rochester Careers in Construction Fund,

and copies of checks written by the PC to subcontractors. BT has included these items in a “Document Submission Checklist,” which has been provided to all PCs, in an effort to assist them with following monthly compliance procedures.

BT’s Go-File-Room Portal serves as a digital inventory of all diversity paperwork and backup to the Monthly Compliance Report. Each document is itemized and details the PC, sub-contractor, document name, date received and project name. BT can, at the request of the RJSCB, produce a physical or digital inventory binder, organized by month, project or any other category. This system is designed so that the full inventory of archived diversity documents can be accessed electronically by the PM, the RJSCB, or any other party with approved access.

When uploaded, these documents are automatically electronically stamped with the date of receipt. Upon upload of the documents, BT is notified, prompting our analysts to review the documents and capture the data in a database used for our monthly reports to the RJSCB as well as any Construction Manager. Such data includes:

- PCs reported hours worked by employee
- Reported contract and change order values incurred by and paid to each subcontractor
- Reported percentage of contract value allocated to EBE contractors
- Reported data from the approved DP-1 (EBE Utilization Plan) and the DDP-3A (Monthly EBE Utilization Report). This data collection facilitates the comparative analysis used to confirm the reported EBE status of each PC or sub-contractor.
- A database of employee addresses, ensuring accurate depiction of Rochester resident participation in the RSMP construction workforce
- A database of construction work hours performed, ensuring a proper calculation for the contractor’s contribution to the Rochester Careers in Construction Fund
- A chart tracking the status of all required documentation from each contractor for each project. This tracking system will indicate what documentation is received and approved, documentation not yet received, and documents contain errors or omissions. In addition, BT will capture responses from the PCs as to whether “*no work*” was performed by the sub-contractor.

- Response status to e-mails and other forms of correspondence BT issues to contractors relative to the procurement of documentation not received or that contain errors or missing support.

BT's Action Plan

BT will examine and monitor the implementation of the RSMP Diversity Plan. The ICO will record, review and track contractor report submissions for each of the nine Phase 1 school projects to include Forms DP-1 EBE Utilization; DP-2 EBE Letter of Intent to Perform; DDP-3A Monthly EBE Utilization Report and DP-3 Monthly Employment Utilization. The ICO will provide monthly status reports relative to contractor participation in the Rochester Careers in Construction program and number of Rochester residents employed in the RSMP.

To accomplish our objective, our plan of action involves the use of digital systems, analytical procedures and controls and processes, designed to ensure that compliance to the diversity goals is adhered to by the contractors who have been, or are in the process of, being awarded contracts by the RJSCB. In view of the foregoing, BT has employed the following procedures:

1. BT will use the data which had been collected and reviewed, to create a monthly analysis which will determine whether the diversity workforce goals were met. This analysis will be used to address specific issues on a case-by-case basis with the RJSCB and the contractors.
2. In the event of a new contract award, BT will provide a written approval report, including all supporting documents, showing that the Eligible Business Enterprise Certification is in compliance with requirements.
3. BT will examine each DP-1 to verify it is within the scope of services identified in the Empire State database and will show the results of this examination in the written approval report. This report will include a listing of all EBE firms that are non-compliant with certification submissions. This information will be the basis for recommendations to the RJSCB for potential penalty assessment.
4. BT will continue to collect and keep track of all DP-3A forms which represent all change orders between Prime Contractors and subcontractors. BT will also start collecting copies of all subcontracts from each Prime Contractor as well as proof of payment.

5. Prior to contract award, BT will provide the RJSCB with a written approval report, including all supporting documents. Further, BT will submit complete DP-2 (EBE Letter of Intent to Perform) packets for each Prime Contractor on each project to the Executive Director within 45 days of award.
6. Upon completion of the review and analysis, BT will sign all of the correct or corrected diversity forms. BT will communicate with the contractors and make attempts to rectify any compliance issues, such as outstanding documentation. BT will provide the RJSCB and the PM with the list of contractors that are not in compliance.
7. BT has received certification documents from L&R and will continue efforts to verify that all firms listed on the DP-1s have the appropriate certifications.
8. BT will provide to the RJSCB, a Monthly Project Report, which will include revised DP-1 forms, justification letters and ICO approvals for changes to DP-1s. Changes to DP-1s will be presented by the ICO at the RJSCB MWBE Services and Procurement meeting each month.

BT is committed to monitor and investigate actions, conduct, operations or omissions of the contractors or any of their key people, employees, subcontractors, consultants, suppliers, vendors, affiliated businesses, or other entities as they relate to the Contractors' responsibilities. As such, BT has established a twenty-four (24) hour "Hot-Line" telephone number to facilitate the reporting by the Companies' key people and employees of any suspected or actual improper or illegal conduct.

BT understands that the current responsibilities include both promoting and monitoring the Phase 1 compliance. We are aware of that the combination of these roles was the result of legislation and that future legislation could separate these responsibilities. We will continue our combined role, unless any changes in legislation direct otherwise.

Monitoring Team Staffing

The work done under the monitoring engagement was performed primarily by BT. Our work includes document review, performing analyses, conducting interviews of Company personnel and establishing a 24-hour “Hot Line”.

BT’s team is led by Brian Sanvidge, CIG, CFE and Joel Podgor, CPA, CFE, whose biographies were previously provided to the RJSCB. Their role was principally to oversee the execution of the monitoring engagement, conduct investigative interviews and design and supervise the implementation of data reporting procedures. The following individuals from BT have significant involvement in this project:

- Matthew O’Leary, CPA/CFF/CITP,CFE, prior to working as a forensic accountant, Mr. O’Leary worked as a financial auditor, performing compilation, review and audit engagements for clients in various industries, including Healthcare, Non-Profit, Distribution, Logistics, Apparel, Food & Beverage, Investment Companies, and 401(k) Plans. In addition to his fraud, accounting and tax experience, he has experience in data analysis and database management.
- Jeffrey Wild, Staff Accountant in BT’s Business Fraud and Investigative Services Group(“BFI”). Jeff’s previous experience includes employment as an accountant in the construction industry with a commercial flooring company. Jeff is a graduate of the State University of New York: The College at Brockport in Rochester, NY, where he earned a Bachelor’s Degree in accounting
- Diana Cincotta, Staff Accountant in the BFI group of Baker Tilly. Ms. Cincotta’s prior experience includes employment by the Manhattan District Attorney’s Office where she performed forensic analysis relative to financial investigations of Payroll and Medicare fraud schemes, Money Laundering and Stock manipulation.

- Daniele Lapin Staff Accountant in BT's BFI group. Prior to BT, Daniele was employed as a controller for a company in the entertainment industry. Ms. Lapin received a Bachelor of Science in Accounting and a Master of Science in Accounting from City University of New York: Baruch College in New York, NY.
- Ann Petterson, EA, CFE, CAMS is a Manager at BT. Ann is a former Special Agent with the Internal Revenue Service Criminal Investigation Division where she was involved in high-profile investigations in collaboration with the FBI, U.S. Attorney's office and other law enforcement agencies. Ann was also a forensic accountant for the Suffolk County District Attorney's office where she conducted financial investigations for the Economic Crime Bureau.
- Frank Risler, CFE, CPP, EnCE, Computer Specialist, is a retained consultant in the firm's Business Fraud and Investigative Services Group, specializing in computer forensics, data transfer and recovery and e-discovery. Mr. Risler is the Assistant Deputy Inspector General for the New York State Department of Taxation and Finance. He manages a bureau that investigates white collar crime, bribery, forgery and assists in the investigations of criminal tax evasion schemes. Within that bureau, he is the manager of the Department's Computer Crime and Investigation Laboratory. The lab personnel conduct and provide other technical support to all criminal investigators with the Department as well as other law enforcement agencies.

February 2014 Compliance Report

All of the figures presented in this report relate to submissions by contractors and sub-contractors for Phase 1B of the Rochester School Modernization Program. All submissions received by March 30, 2014 have been included.

Analysis of Workforce for February Submission

Process and Procedures:

Each of the contractors and sub-contractors are required to submit form DDP-3 and corresponding certified payroll forms. DDP-3 summarizes the workforce breakdown in terms of race and gender. For the month of February, the aforementioned documents were uploaded to a web-based filing system, Go-File-Room (“GFR”) Solution. The system is a web-based portal which safely and securely retains documents; essentially, a digital File Room for uploading and downloading documents. Contractor File Folders are created for each prime contractor involved in the RSMP. All documentation received via the web portal is reviewed, approved and uploaded to the respective contractor file. This system allows the prime contractors to electronically submit the required documents in a manner that makes the document submission, review and publishing an efficient process. Each prime contractor will have access to their respective documents as well as the documents of their sub-contractors. The Program Manager (“PM”) and the RJSCB will have universal access to all document submissions from all contractors.

Our analysis includes a verification of the totals presented on the form DDP-3 to the certified payroll sheets submitted and calculating the percentage of women and minority involvement in both work hours and workforce numbers. Although most contractors are diligent in submitting data monthly, more often than not, data received is not for the appropriate reporting period. For February only 53% of the contractors uploaded the appropriate reporting period. We have contacted each of the contractors with instructions on which reporting period should be submitted and the appropriate way to fill out the documentation (**Exhibit 3**). We have also notified all contractors missing February submissions. The data presented below is for work hours completed in February alone; work hour Data received in February for work done in

January or December was NOT included. A complete breakdown of the findings summarized below can be found in **Exhibit 4**

Participation in Work Hours

WORKFORCE PARTICIPATION IN FEBRUARY WORK HOURS		
Total Work Hours Performed By Women:	1,900.90	8.96%
Total Work Hours Performed By Men:	19,313.60	91.04%
Total Work Hours for all Workers:	21,214.50	100%
MINORITY PARTICIPATION IN FEBRUARY WORK HOURS		
Number of Work Hours Performed by Minority Women:	559.00	2.63%
Number of Work Hours Performed by Minority Men:	4,574.35	21.56%
Number of Work Hours Performed by Caucasian Women	1,341.90	6.33%
Number of Work Hours Performed by Minorities:	6,474.35	30.52%

*Minority women includes women in sub-categories “Black”, “Hispanic”, “Asian or Pacific Islander”, and “American Indian or Alaskan Native”.

Workforce Participation

WORKFORCE PARTICIPATION BY COUNT FEBRUARY		
Total Number of Female Workers:	48	16.61%
Total Number of Male Workers:	241	83.39%
Total Number of Workers:	289	100%
MINORITY PARTICIPATION BY COUNT FEBRUARY		
Total Number of Female Minorities in Workforce:	17	5.88%
Total Number of Male Minorities in Workforce:	70	24.22%
Caucasian Females in Workforce:	31	10.73%
Total Number of Minorities in Workforce:	118	40.83%

Comparison to Goals:

CATEGORY	GOAL	PERCENTAGE OF WORKFORCE PARTICIPATION REALIZED (WORK HOURS)	PERCENTAGE OF WORKFORCE PARTICIPATION REALIZED (COUNT)
All Minorities (Male and Female)	20.00%	24.19%	30.10%
Women (Caucasian Only)	6.90%	6.33%	10.73%

Analysis:

The minority participation has met the participation goals for work performed in projects 1B during the month of February. Woman participation has not.

Analysis of Workforce for Back Data-January

Our previous report included payroll submissions extending beyond work completed for the period January 1, 2014 through January 31, 2014. Since the last report, we have performed procedures to separate submissions received into the appropriate reporting month effectively eliminate timing inconsistencies created by delayed submissions and remove any overlapping data (**Exhibit 5**).

Complete January Submissions Received to Date

Presented below is the complete January data submitted to date. Our calculations consist of January data presented in the January Report and January Data received after the January Report cutoff date.

Participation in January Work Hours

WORKFORCE PARTICIPATION IN JANUARY WORK HOURS

	Total Work Hours Performed By Women:	Total Work Hours Performed By Men:	Total Work Hours for all Workers
Reported in Last Report	2,151.00	16,918.10	19,069.10
<u>Received Since Last Report</u>	<u>740.50</u>	<u>22,028.50</u>	<u>22,769.00</u>
<u>Total January Work Hours</u>	<u>2,891.50</u>	<u>38,946.60</u>	<u>41,838.10</u>
Percentage of Total Work Hours	6.91%	93.09%	100%

MINORITY PARTICIPATION IN JANUARY WORK HOURS

	Total Work Hours Performed By Minority Men:	Total Work Hours Performed By Minority Women:	Work Hours Performed by Caucasian Women	Total Work Hours for all Workers
Reported in Last Report	3,703.60	717.50	1,433.5	5,854.60
<u>Received Since Last Report</u>	<u>3,476.00</u>	<u>48.0</u>	<u>692.5</u>	<u>4,216.50</u>
<u>Total January Work Hours</u>	<u>7,179.60</u>	<u>765.50</u>	<u>2,126.5</u>	<u>10,071.10</u>
Percentage of Total Work Hours	17.16%	1.83%	5.08	24.07%

Participation in January Workforce Count

WORKFORCE PARTICIPATION IN JANUARY - COUNT

	Total Number of Female Workers:	Total Number of Male Workers:	Total Workers in Workforce
Reported in Last Report	58	236	294
<u>Received Since Last Report</u>	<u>22</u>	<u>329</u>	<u>351</u>
<u>Total January Workforce Count</u>	<u>80</u>	<u>565</u>	<u>645</u>
Percentage of Total Workforce	12.40%	87.60%	100.00%

MINORITY PARTICIPATION IN JANUARY WORFORCE - COUNT

	Total Number of Minority Female Workers:	Total Number of Minority Male Workers:	Total Number of Caucasian Females	Total Number of Minorities in Workforce
Reported in Last Report	14	54	44	112
Received Since Last Report	2	47	20	69
January Work Force Count	16	101	64	181
Percentage of Work Count	2.48%	15.66%	9.92%	28.06%

Comparison to Goals – January

CATEGORY	GOAL	PERCENTAGE OF WORKFORCE PARTICIPATION REALIZED (WORK HOURS)	PERCENTAGE OF WORKFORCE PARTICIPATION REALIZED (COUNT)
All Minorities (Male and Female)	20.00%	18.99%	18.14%
Women (Caucasian Only)	6.90%	5.08%	9.92%

Analysis of January Participation: The percentage of minority and women participation in January work hours has not met participation goals. Based on our findings, it can be inferred that participants in the “Caucasian Male” subcategory of the workforce have greater work hours per worker, causing an increase in work hours without a corresponding proportional increase in workforce numbers.

Analysis of Workforce for Back Data-Prior to January

Additional data has been received for work completed in months prior to January 2014. L&R’s December report did not separate December data from prior period data received in December; therefore, percentage calculations could not be completed for the December calendar period. A complete breakdown of documents received for the December work period and included in our January Report can be found in **Exhibit 6**.

Analysis of Workforce to Date

WORKFORCE PARTICIPATION TO DATE	TOTAL WORK HOURS IN L&R’S DECEMBER REPORT	WORK HOURS RECEIVED NOT INCLUDED IN DECEMBER REPORT	JANUARY WORKHOURS	FEBRUARY WORKHOURS	TOTAL WORKHOURS	PARTICIPATION PERCENTAGE
Minority Work Hours	220,429.35	4,275.00	7,945.10	5,133.35	237,782.80	23.03%
Caucasian Women	107,537.89	2,027.75	2,126.00	1,341.90	113,033.54	10.95%
Caucasian Males	610,167.74	25,025.05	31,767.00	14,739.25	681,699.04	66.02%
Total Work Hours (All Sub-Categories)	938,134.98	31,327.30	41,838.10	21,214.50	1,032,514.88	100.00%

*Minority includes sub-categories “Black”, “Hispanic”, “Asian or Pacific Islander”, and “American Indian or Alaskan Native”.

Analysis: Women and Minority participation in total work hours has met the goals set forth. However, since the last reporting period, Women and Minority participation in the work force has declined.

CATEGORY	GOAL PERCENTAGES	ACTUAL PERCENTAGE OF WORKFORCE PARTICIPATION (WORK HOURS)	ACTUAL PERCENTAGE OF WORKFORCE PARTICIPATION PRIOR REPORT (WORK HOURS)
All Minorities (Male and Female)	20.00%	23.03%	23.18%
Women (Caucasian Only)	6.90%	10.95%	11.23%

*Note: The participation totals rely on the accuracy of prior period reporting which have not been verified.

* Note: Minority Women are included in the minority category only

Business Participation Utilization

Policies and Procedures:

Each of the prime contractors are required to submit form DDP-3A which lists their current contract amount as well as the current contract amount of all subcontractors that qualify as a Minority Business Enterprise (MBE), Women Owned Business Entity (WBE), Small Business Entity (SBE) and Disadvantaged Business Entity (DBE). Our analysis included calculation of the percentages of MBE, WBE, SBE and DBE contract amounts relative to the total contract amounts of all prime contractors for Phase 1B projects. A complete breakdown of the findings summarized below can be found in **Exhibit 7**.

Goals:

The Rochester School Modernization Program participation goals for Minority, Women, Disadvantaged and Small Business Enterprises are apportioned as follows:

- 15% to Minority Business Enterprises (MBE)
- 5% Women Businesses Enterprises (WBE)
- 5 % Small Business Enterprises (SBE)
- 2% Disadvantaged Business Enterprises (DBE)

CERTIFICATION	RSMP TOTAL CONTRACT VALUE	EBE TOTAL CONTRACT VALUE	PERCENTAGE	GOALS
MBE	224,028,381.28	38,740,608.56	17.29	15%
WBE	224,028,381.28	17,098,948.19	7.63%	5%
SBE	224,028,381.28	10,115,769.71	4.52%	5%
DBE	224,028,381.28	4,259,729.00	1.90%	2%

* Note: Contract amount totals include change orders approved and listed in Board Minutes from February 3, 2014. For contract amounts not included in Board Minutes, December reported contract amounts were used.

Relative to Phase 1B projects, business participation in Minority and Women Business Enterprises have met participation goals for the current reporting period. Participation percentages in Small and Disadvantaged Business Enterprises have not met the participation goals.

Participation of Rochester Residents in Workforce

Currently 32 Rochester Residents are active in Phase 1B of the Rochester School Modernization Project, which reflects 11.07% of the 289 members active in the February work hours. Resident totals were calculated from the address provided on certified payroll reports submitted by the contractors. Rochester residents employed by firms that did not submit certified payroll reports were not included in this calculation. It should be noted that contractors working on multiple projects under Phase 1B are only included once in the count. **See Exhibit 8.**

Rochester Careers in Construction Education and Training Fund

We received copies of the canceled checks in the amount of \$2,564.70 for the Rochester Careers in Construction remittance for data received since the cutoff date of the last report. These amounts were verified against the certified payrolls submitted. **See Exhibit 9.** Since the January report cutoff date, an additional \$3,087.26 was remitted for work hours completed in January. **See Exhibit 10**

Reaching Occupational Achievement for Rochester Residents (“ROAR”)

We have reached out to representatives of each of the 18 participating unions to gather information relative to the employment status of ROAR students. We were unable to contact representatives for the Carpenters, Roofers 22 and Sheet Metal 46 unions to confirm the status of the 10, 7 and 2 respectively employed students (information received from L&R). **See Exhibit 11.**

The fifteen unions contacted raised several concerns:

- They were unable to reach a Joint Apprentice Training Center (JATC) Coordinator with questions or concerns relating to the program.

- Many unions mentioned the ROAR education was insufficient and decided to only use their own apprenticeship program.
- Throughout the year, especially during the winter season, there is a very low demand for new employees which made it very difficult to help students from the ROAR program or other apprenticeship programs get employed. Several unions even mentioned the option of hiring more union companies rather than non-union companies to help with both the ROAR program employment and the diversity in the workforce.

As always, we remain available to discuss any aspect of this report or any additional areas in which you may have questions. Please do not hesitate to contact us.

Respectfully submitted,

Brian P. Sanvidge

Exhibit List

1. Consulting Services Agreement
2. Landon & Rian Enterprises, Inc Board Resolution
3. Submission Directions
4. February Workforce Participation
5. January Workforce Participation
6. Prior Period Workforce Participation
7. Business Utilization Report
8. Rochester Residents Analysis
9. Rochester Careers in Construction Education and Training Fund for February Work Hours
10. Rochester Careers in Construction Education and Training Fund for January Work Hours
11. ROAR Analysis

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "*Agreement*"), entered into as of January 13, 2014 (the "*Effective Date*"), is made by and between ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD, having an address at 1776 North Clinton Avenue, Rochester, New York 14621 (the "*Board*" and, as used in Exhibit A, "*RJSCB'J*," and BAKER TILLY VIRCHOW KRAUSE, LLC, an Illinois limited liability partnership with an address at One Penn Plaza, Suite 3000, New York, New York 10110 ("*CO*"). The Board and reo 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. Pursuant to the Enabling Legislation, the Board is required to retain the services of an independent compliance officer/finn to assist the Board in connection with the Program.

C. reo is experienced in providing business and workforce compliance monitoring, data tracking and verification, reporting and community outreach services, and responded to the Board's Request for Proposals for an independent compliance officer, dated November 5, 2013.

D. The Board has selected reo in accordance with the procedures described in Section 8 of the Enabling Legislation and reo has agreed to perform compliance monitoring on other agreed upon services, on the terms and conditions set forth herein.

Now, THEREFORE, for good and valuable consideration, the Board and reo hereby agree as follows:

1. SERVICES. The Board hereby retains rCO to provide during the Term (as defined in Section 5(a)), and reo hereby agrees to provide to the Board, services whereby reo will provide compliance monitoring and reporting and related services in connection with certain projects that are part of Phase 1 of the Program, which services and projects 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 reo 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 reo, shall be incorporated in written amendments executed by both Parties. The Services shall be performed in accordance with the schedule attached hereto as Exhibit B, as may be amended in writing by the Board and reo from time to time.

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 reo fees for Services

performed during the Tenn at the applicable unit or hourly rates set forth on Exhibit C (the "Service Fees").

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

c. Limitations. Notwithstanding anything in this Agreement to the contrary, unless otherwise approved by the Board in writing, the aggregate amount of Service Fees payable by the Board to reo pursuant to this Agreement for the Services shall not exceed \$780,000 (the "Aggregate Payment Limit"). If the Board pays to reo an aggregate amount for Service Fees equal to the Aggregate Payment Limit before the Services have been completed in full then reo shall continue to perform Services pursuant to and in accordance with the terms and conditions of this Agreement without further payment of Service Fees, until the Services are completed or this Agreement is otherwise terminated in accordance with Section 5.

d. Invoices and Payment. No later than the tenth 10th day of each calendar month, reo shall submit to the Board an invoice (an "Invoice") for Service Fees attributable to the prior calendar month. Each Invoice shall be in a form acceptable to the Board and shall set forth a detailed listing of (i) the Services performed, and (ii) Services Fees due reo pursuant to this Agreement. The Board may, prior to making any payment under this Agreement, require reo to submit to it such additional information with respect to Services and any Invoice as the Board reasonably deems necessary. The Board shall pay the undisputed amount of each Invoice within 30 days of the Board's approval of such Invoice or a portion thereof. If the Board disputes any Invoice or any portion thereof, the Board shall provide reo with written notice of the amount disputed, and the Board and reo 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. reo shall maintain complete and accurate books and records in accordance with generally accepted accounting principles consistently applied to substantiate the Services performed and the amount of Service Fees charged hereunder, included daily logs outlining the Services performed and the time spent in performing such Services. reo shall preserve such records during the Tenn and for a period of one year after the expiration or termination of this Agreement. During the Tenn 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. reo 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 reo 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. ICO 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 E) including, without limitation, all equal employment opportunity and diversity goals referenced in, or incorporated as a part of, such Diversity Plan. reo shall submit to the Board and its designated representatives all forms and documents (including, without limitation, DP forms), that the Board may request in connection with such Diversity Plan. Unless otherwise directed in writing by the Board, reo shall complete the Services in accordance with the schedule and time requirements set forth in Exhibit B.

4. PROPRIETARY RIGHTS. rCO agrees that all reports, records, guidelines, policies, manuals, policies and other recorded information developed specifically in connection with the Services provided by reo 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 the Services are completed or until earlier terminated as provided herein.

b. *Termination*. The Board may terminate this Agreement (i) immediately upon written notice to reo if reo 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 reo upon reo's cessation of business, election to dissolve, dissolution or failure in business; and (iii) immediately upon written notice to reo upon rCO's commission of an act of bankruptcy, general assignment for the benefit of creditors, or the filing by or against rCO of any petition in bankruptcy or for relief under the provisions of applicable bankruptcy laws (if, with respect to any such filing against reo 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 rCO.

c. *Obligation Upon Termination*. Upon expiration or termination of this Agreement, (i) reo 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 reo all Service Fees that accrued prior to the termination of this Agreement, and thereafter the Board shall not be responsible for paying any Service Fees or other amounts that would have been payable after the effective date of the termination. Sections 3, 4, 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*. rCO 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 reo 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 rCO 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 ICO 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 ICO 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 ICO prior to its first receipt from the Board.

b. *Confidentiality Obligations.* At all times during and after the Term, ICO 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 ICO'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, ICO shall promptly deliver to the Board all of the Board's Proprietary Information, and ICO shall not retain any documents or materials or copies thereof containing any such Proprietary Information. Notwithstanding the foregoing restrictions, ICO 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 ICO of this Section 6 and that any such breach by ICO will cause the Board great and irreparable injury and damage. Accordingly, ICO 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 ICO 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, ICO shall obtain and maintain, during the Term, at its own cost and expense, the insurance coverages described on Exhibit D. All insurance required hereunder shall be purchased from an insurer that is licensed, admitted, and authorized to write insurance in New York State, and is A.M. Best Rated "A-" or "Better". Prior to the full and final execution of this Agreement by both Parties and at any time thereafter upon the request of the Board, ICO 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 U.S. Bank National Association (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 Board at least 30 business days prior to the cancellation, non-renewal or modification of any such policies. Upon the Board's request, ICO will promptly provide the Board with a copy of any such policy of insurance. ICO 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. ICO agrees to indemnify, defend and hold harmless the Board, Gilbane Building Company, Savin Engineers and any construction manager retained in connection with the Program, each Architect of Record 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, The County of Monroe Industrial Development Agency (COMIDA) and U.S. Bank National Association (the Trustee), 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 ICO or any of its agents, employees or subcontractors; (b) any breach by ICO 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 ICO's agents, employees or subcontractors, or any employees or agents of ICO'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 Indemnitee.

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

BAKER TILLY VIRCHOW KRAUSE, LLC

By: Brian P. Sanvidge
Name: Brian P. Sanvidge
Title: Director

Approved as to Form and Correctness

Peter N. Abdella
Peter Abdella
RJSCB Counsel

EXHIBIT A SCOPE

OF SERVICES

Following is the scope of ICO's services (Services) required for the designated Phase 1 projects (collectively, the "project").

1.0 SCOPE OF SERVICES

ICO shall provide compliance monitoring and reporting services for the project, and must have a team of qualified professionals with the necessary qualifications and credentials, training, knowledge, experience and certifications to perform all Services for the project.

ICO shall provide a full range of professional consulting services including, but not limited to, those services associated with monitoring and documenting business and workforce compliance provided by professional service firms, contractors, vendors, and suppliers and business and workforce community outreach. The specific intent of these Services is to monitor, record, and enforce compliance, compile data and submit all documentation.

ICO's staff shall:

- Cooperate with the RJSCB, Program Manager, RCSD, Architect/Engineer, Construction Manager, and Contractors.
- Provide qualified personnel.
- Perform business and workforce compliance monitoring services.
- Understand the project requirements of the diversity plan, the contract front-end documents, and the ICO's duties under the Enabling Legislation.
- Ascertain compliance with the project requirements.
- Keep records and submit reports.

Should information indicate non-compliance or failure to meet the specification requirements, ICO shall immediately notify the Executive Director, Program Manager and the applicable Professional Service firm or Contractor to determine whether remedial action is necessary.

ICO agrees to perform additional monitoring and reporting as directed when requested by the RJSCB.

2.0 DETAILED SCOPE OF SERVICES

The Independent Compliance Officer shall:

- Monitor all contracts entered into by the RJSCB;
- Implement, promote, and monitor policies and procedures to utilize and provide sufficient MWBE, DBE, and SBE and skilled minority and women workforce

employment that will be followed by all prime contractors and subcontractors;

- Review, make recommendations, and modify if necessary, the diversity plan established by the RJSCB pursuant to section five of the Enabling Legislation;
- Provide technical assistance to potential MWBE, DBE, and SBE contractors and subcontractors interested in bidding on any such projects;
- Obtain and maintain records and documentation to confirm prime contractor and subcontractor compliance with any requirements contained in the approved diversity plan and front-end requirements for the construction contracts, for any such project;
- Provide regular monthly compliance reports to the RJSCB for business and workforce participation on all projects. Reports to include professional service firms, contractors, vendors, and suppliers. Reports to indicate current month status, overall project status to date, and each individual firm's performance. Include DP-1, DP-3, and DP-3a forms as back-up to the reported participation.
- Provide regular monthly reports to the RJSCB including updates, tracking, missing paperwork, deficiencies, and/or discrepancies for each contractor and professional service firm on each project. These reports shall include but are not limited to: Report on DP-1 revisions, associated justification letters, and ICO approvals of same; a tracking log for Certifications; a tracking log for DP-2 submissions; a tracking log for certified payroll and other monthly paperwork submissions (DP-3, DP-3a, and RCCI checks); a tracking log for cancelled checks to M/W/S/DBE firms; a tracking chart for Rochester resident reporting.
- The ICO shall provide updates to the RJSCB at its Monthly meetings.
- Update project reporting / data collection forms and other project forms as necessary throughout the project, working with the Executive Director and the Board's general counsel.
- Provide updates / information to the CMs and Gilbane regarding outstanding paperwork and performance issues. Recommend withholding monthly payments and/or retainage.
- The ICO shall provide a written internal controls process to the RJSCB for review.
- The ICO shall attend and participate in monthly meetings with the Program Manager.
- The ICO shall attend and participate in construction progress meetings, on site, with the Construction Managers and the Contractors.
- The ICO shall implement an Electronic Document Reporting system.
- The ICO shall implement a system of digital record keeping.

- The ICO shall collect and review the subcontracts and all change orders between the Prime contractors and their subcontractors.
- Identify, in regular reports to the RJSCB, all contractors in non-compliance with any such requirements or goals contained in the approved diversity plan or in violation of any federal, state and local laws, rules or regulations;
- Monitor and report the upward/downward price adjustment and payment amounts to MWBE, DBE, and SBE firms listed on the contractors' utilization plan for any such project;
- Work with the RJSCB to develop, implement and enforce penalties and/or other action against any contractors for non-compliance with the MWBE, DBE, SBE utilization goals;
- Work jointly with the Program Manager to manage any such project to ensure that any requirements or goals contained in the approved diversity plan are met;
- Prepare annual and other reports as may be specified and required by the RJSCB;
- Develop and recommend strategies to create and coordinate efforts to ensure a more diverse workforce for projects approved for Phase 1 by the RJSCB;
- Provide monitoring and reporting of ROAR graduate employment status;
- Provide monitoring and reporting of Rochester resident workforce participation;
- Verify contractor payments to Rochester Careers in Construction Inc.;
- Meet with Rochester Building Trades' leadership on a regular basis to discuss compliance issues and workforce participation;
- Compare and verify certified payroll reports submitted by all prime contractors and subcontractors with monthly utilization reports;
- Verify payments to MWBE, DBE, and SBE subcontractors and consultants reported on monthly compliance reports;
- Coordinate all reporting through the RJSCB's Executive Director;
- Inform the RJSCB's Executive Director, the Program Manager, and the Construction Manager if a professional service firm, contractor, vendor, supplier, or other entity under contract with the RJSCB has been identified as underperforming, and recommend and implement recovery strategy for such underperformance;

- Keep records of all prime contractor requests for labor on each project;
- Monitor all professional service firms and contractors' contract values for increases which could negatively impact achievement of the business utilization goals, and work with firms to maintain the goals throughout the course of the project;
- Review front-end contract specifications relating to MWBE requirements prior to any RJSCB bid;
- Review and verify bids and/or proposals received for compliance with project requirements/goals;
- Participate in de-scope meetings with the Program Manager, Construction Manager, Architect, and bidder(s);
- Participate in construction progress meetings as necessary to discuss compliance issues or to provide assistance/training to contractors regarding project reports;
- Make recommendations to the RJSCB for award or rejection of bids;
- Review business utilization plans submitted throughout the course of the project for compliance;
- Verify status of firms listed as SBE;
- Verify M/WBE certifications with New York State;
- Verify contractor compliance with requirements set forth in the project labor agreement (PLA);
- Participate in RFP preparation for goods and services to be procured by the RJSCB;
- As a non-voting RJSCB Member, attend and participate in monthly committee meetings and board meetings;
- When necessary, facilitate meetings with contractors to bring resolution to compliance issues;
- Maintain complete and accurate project files for all projects;
- Coordinate, advertise, and manage business and community outreach sessions for business and workforce participation, project informational sessions, and training for firms that wish to participate in the project; and
- Provide project close-out report to the RJSCB for each project detailing the performance

of each professional service firm and contractors' business and workforce participation.

- Payment verification;
- MIWBE training and support;
- Coordination with prime contractors and subcontractors during and after bids.

3.0 SCHEDULE OF SERVICES

reO will begin work immediately upon execution of this Agreement, anticipated for January 13, 2014.

- School 5 Schedule-currently under construction (began 7/1113), project completion date 8/31114, project close-out by 111114.
- School12 Schedule-contract award anticipated February 2014, begin construction 9/1114, project completion date 4/30/16, close-out by 7/1116.
- School28 Schedule-currently under construction (began 7/1113), project completion date 8/31114, project close-out by 11/1114.
- School 58 Schedule-currently under construction (began 10/1112), project completion date 11/30/14, project close-out by 2/1115.
- East High School Schedule-currently under construction (began 7/1113), project completion date 8/31114, project close-out by 11/1114.
- Edison Educational Campus Schedule-currently under construction (began 7/1113), project completion date 12/31114, project close-out by 2/1115.
- Monroe High School Schedule-contract award anticipated Fall of 2014, begin construction 7/1115, project completion date 8/31116, close-out by 11/1116.
- Jefferson High School Schedule-contract award anticipated spring 2014, begin construction 7/1114, project completion date 8/31114, project close-out by 111114.

4.0 RECORDS AND REPORTS

reO shall maintain records and provide reports as more particularly described in Section 2.0 of this Scope of Services. All reports shall be formatted per direction of the Executive Director. Monthly, interim and final project reports shall clearly identify each project. General information to be provided for all reports generated includes the following:

- Project title

- Date/period of monitoring
- Workforce participation report (total hours to date for professional services and construction)
- Monthly workforce participation report for professional services and construction
 - Include a breakdown by ethnicity
- Monthly workforce participation report for construction only
 - Include a breakdown by ethnicity
- Business utilization report (total dollars to date for professional services and construction)
 - Include a breakdown for each category (MBE, WBE, DBE, and SBE)
- Monthly Rochester resident participation report for each project
 - based on actual addresses (zip code)
- Monthly update status for ROAR graduate employment
 - Per trade
- Detailed report for business utilization and workforce Participation for each professional service finn, vender, supplier, and contractor

5.0 DISTRIBUTION OF REPORTS

ICO shall submit reports to the Executive Director for review, a minimum of 2 days prior to the monthly Board meeting.

6.0 FINAL REPORT OF COMPLIANCE

At the completion of each individual school project, ICO shall submit a report of compliance to the Executive Director/RJSCB indicating conformance with the compliance requirements for the project and shall describe non-conforming conditions not mitigated or resolved. The report shall include final business and workforce compliance data all professional service finns, contractors, vendors, and suppliers associated with the individual school project.

At the completion of all projects in Phase 1, ICO shall compile all reports into a final report of compliance for the project.

ICO shall submit the final report of compliance to the Executive Director/RJSCB.

7.0 COMMUNICATION

ICO shall itmnediately notify the professional service finn, contractor, vendor, or supplier by telephone and via e-mail of conditions failing to comply with the compliance requirements of the Contract Documents.

ICO shall immediately notify the Executive Director and Program Manager of conditions found to be in non-conformance with the compliance requirements of the Contract Documents. If the non-conforming condition is not corrected by the offending entity within the following month, ICO shall notify the Executive Director and Program Manager and issue a fonnal non-conformance letter to the offending entity. If the non-conformance is not corrected within 10

days of the letter, ICO shall notify the Executive Director and Program Manager and make any necessary recommendations for penalties.

8.0 COMMITMENT

ICO 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 RJSCB expects that team members brought forward by ICO as part of the proposal process will be assigned to the project through completion. The RJSCB expects that the staff will respond in a timely manner.

9.0 BILLING PROCEDURES

9.1 **Invoicing:** ICO services as indicated herein will be reimbursed on a unit cost/hourly rate basis up to the Aggregate Payment Limit set forth in the Agreement. Additional services may be authorized, if necessary, with advance notification from the RJSCB and approval by the Executive Director. ICO is to submit invoices on a monthly basis, with the invoice indicating the job name, with the names and hourly rates of each employee, and shall include completed DP forms (see Attachment B).

9.2 **Reimbursable Expenses:** None. Mileage expenses for local travel to job sites within the Rochester City School District are non-reimbursable expenses.

EXHIBIT B

SCHEDULE FOR SERVICES

- Schools Schedule-currently under construction (began 7/1/13), project completion date 8/31/14, project close-out by 11/11/14.
- School12 Schedule-contract award anticipated February 2014, begin construction 9/1/14, project completion date 4/30/16, close-out by 7/1/16.
- School28 Schedule-currently under construction (began 7/1/13), project completion date 8/31/14, project close-out by 11/11/14.
- School 58 Schedule-currently under construction (began 10/1/12), project completion date 11/30/14, project close-out by 2/1/15.
- East High School Schedule-currently under construction (began 7/1/13), project completion date 8/31/14, project close-out by 11/1/14.
- Edison Educational Campus Schedule-currently under construction (began 7/1/13), project completion date 12/31/14, project close-out by 2/1/15.
- Monroe High School Schedule-contract award anticipated Fall of 2014, begin construction 7/1/15, project completion date 8/31/16, close-out by 11/1/16.
- Jefferson High School Schedule-contract award anticipated spring 2014, begin construction 7/1/14, project completion date 8/31/14, project close-out by 11/1/14.

EXHIBIT C COST OF

SERVICES

RSMP-Independent Compliance Officer Services

TOTAL NOT TO EXCEED PRICE PROPOSAL FOR THE ROCHESTER SCHOOLS MODERNIZATION,
INDEPENDENT COMPLIANCE OFFICER SERVICES \$780,000.

TOTAL WRITTEN VALUE: SEVEN HUNDRED EIGHTY THOUSAND DOLLARS

Fee Breakdown by Project

School Project Name	Fee(\$)
SchoolS	\$86,756
School12	\$89,984
School28	\$97,248
School 58	\$165,442
East High School	\$73,844
Edison Educational Campus	\$120,248
Monroe High School	\$144,459
Jefferson High School	\$2,019
Total	\$780,000

Additional Services Hourly Rates

Title	Hourly Rate
Partner-J. Podgor	\$347
Director-B. Sanvidge	\$343
Manager- A. Petterson	\$235
Manager-M. O'Leary	\$193
Principal-D. Kirschbaum	\$343
Consultant-J. Koletar	\$343
Consultant-F. Risler	\$210

Other general hourly rates:	
Partners / Directors / Principals	\$329-\$364
Legal, Other consultants	\$343-\$385
Senior Managers	\$245-\$315
Managers	\$192.50- \$262.50
Staff Accountants	\$105-\$175
Private Investigative Services	\$105-\$210
Computer Forensic Services	\$175-\$210
Administrative Staff	\$115.50-\$140

Budget Cost for items associated with four (4) outreach sessions (i.e. chairs, tables, curtains, printing materials, sound system, etc) INCLUDED AS A PART OF THE BASE FEE.

Total written value: _____ \$0 _____ (dollars)

EXHIBIT 1

EXHIBIT D

INSURANCE REQUIREMENTS

ICO 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

Exhibit E
EQUAL EMPLOYMENT OPPORTUNITY AND RSMP DIVERSITY PROGRAM

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 Disadvantaged Businesses with equal opportunities in the performance of contracts. In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a 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:

**Resolution No. 2010-11: 7
Independent Compliance Officer**

By Member of the Board Henderson

WHEREAS, the Rochester School Facilities Modernization Program Act (“School Modernization Act”) established the Rochester Joint Schools Construction Board (“RJSCB”), a seven voting member board consisting of equal representation by the City of Rochester (“City”) and the Rochester City School District (“District”), as well as a member jointly selected by the City and the District; and

WHEREAS, under the School Modernization Act, the RJSCB has certain enumerated powers to act as agent for the District, the City, or both, including a stipulation that an Independent Compliance Officer be retained; and

WHEREAS, the RJSCB conducted a search for an Independent Compliance Officer to perform the Independent Compliance Officer duties for Phase I, using a process that included a Request for Proposals and interviews; and

WHEREAS, a preferred candidate was identified that demonstrates the requisite in-depth knowledge base and breadth of experience conducting minority and women-owned business enterprise (M/WBE) and disadvantaged business enterprise (DBE) utilization compliance monitoring for public contracts within New York State, and is familiar with all rules, laws and regulations pertaining to affirmative action and equal opportunity hiring in the construction field; and

WHEREAS, Resolution 2009-10: 14 authorized members of the Board to begin preliminary negotiations with its preferred candidate; and

WHEREAS, the RJSCB has satisfactorily concluded negotiations to secure Independent Compliance Officer services from Landon & Rian Enterprises, Inc. (the “Company”) at a service fee not to exceed \$200,000, with the scope of such services defined in Exhibit A of the Agreement (as defined in the resolutions below),

NOW, THEREFORE, BE IT RESOLVED:

1. The RJSCB is hereby authorized and directed to retain the Company for a term of up to two years. In return, the RJSCB shall pay to the Company fees as set forth in Section 5.1 of the Agreement.
2. The Chair is hereby authorized, in the name and on behalf of the RJSCB, to execute and deliver an Independent Compliance Officer Agreement (the “Agreement”) with the Company in substantially the form presented at today's meeting, with such changes as the Chair may approve (his signature thereon being conclusive evidence of such approval).

3. The officers and staff of the RJSCB are hereby authorized and directed for and on behalf of the RJSCB and in its name to do all acts and things required or provided by the provisions of the Agreement, and to execute and deliver all such additional certificates, documents and instruments, and to do all such further acts and things as may be necessary, or in the opinion of the officer or staff member so acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the RJSCB with all of the terms, covenants and provisions of the Agreement and make the Agreement binding upon the RJSCB.

Second by Member of the Board Otero
Adopted 6-0 with Member Brown absent



RSMP MONTHLY SUBMISSION INSTRUCTIONS

GENERAL INSTRUCTIONS:

The deadline for all required submission document is the 15th of the following month. Upload, as per the attached instructions, with each required diversity document (i.e. DDP-3, DDP-3A, Certified Payroll, etc.) as a separate file and the document name labeled as the name of the Prime Contractor or Sub Contractor and the document type. If you have any questions or concerns, please do not hesitate to contact us at rsmp_ico@bakertilly.com.

LIST OF ALL ACTIVE AND NON-ACTIVE SUB-CONTRACTORS

Please submit a list of all subcontractors including those non-active in the current reporting period. Specify the active status of each subcontractor.

DDP -3A

A DDP-3A form is to be submitted per prime contractor. Current contract amount should be updated for change orders approved by the Rochester Joint School Construction Board. DDP-3A should list all sub-contracted Certified Woman business entities (WBE), Minority business entities (MBE), Small business entities (SBE) and Disadvantaged business entities (DBE) and the current contract amount for each of these entities. Each sub-contractor can only qualify as one business entity (WBE, MBE, SBE or DBE) in the reporting period.

DDP-3 & Certified Payroll

A DDP-3 form is required for every Prime and sub-contractor regardless of their active status for the current period. If the sub-contractor is not active in the current period, please submit form DDP-3 with the basic sub-contractor's information filled out appropriately and indicate "No work this period". Any missing DDP-3 forms cause a contractor's submission to become delinquent.

The DDP-3 totals should include work done from the first to the last day of the month (Ex. March 1 – March 31). If the first of the month falls midweek, please do not include prior month work hours in the DDP-3 work hour calculation. As backup, please provide the certified payroll.

The “Total All Hours by Service” includes a total of all minority amounts in the following four (4) columns (Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native).

MONTHLY REPORT OF ROCHESTER CAREERS IN CONSTRUCTION

The Rochester Careers in Construction Education and Training Fund Monthly Report should be submitted with a copy of the payment check. Checks are not required to be bank cleared unless otherwise indicated.

COPY OF PAYMENTS TO SUB-CONTRACTORS

Payment checks made payable to sub-contractors are not required to be bank cleared.

PARTICIPATION DETAIL
 FEBRUARY WORK PREFORMED
 EXHIBIT 4

Project	All Sub-Catagories	Male Work Hours	Female Work Hours	Black Male	Black Female	Hispanic Male	Hispanic Female	Asian or Pacific Islander Male	Asian Pacific Female	American Indian or Alaskan Native Male	American Indian or Alaskan Native Female	Total Minority Male	Minority Female
District Wide	3,291.25	2,849.75	441.50	1,429.00	134.00	60.00	-	-	159.00	-	-	1,489.00	293.00
EAST & EDISON	1,044.85	733.85	311.00	55.35	-	56.50	-	-	-	-	-	111.85	-
East High School	154.40	97.00	57.40	8.00	-	-	-	0.50	-	-	-	8.50	-
Edison Tech	1,867.00	1,847.00	20.00	671.00	16.00	15.00	-	16.00	-	-	-	702.00	16.00
Monroe High	16.00	16.00	-	-	-	-	-	-	-	-	-	-	-
School No. 12	169.00	46.00	123.00	6.50	33.00	-	-	-	-	-	-	6.50	33.00
School No. 5	6,313.00	6,092.00	221.00	936.00	60.00	192.00	-	-	14.00	-	40.00	1,128.00	114.00
School No. 58	4,251.50	4,066.50	185.00	400.50	21.00	78.50	-	-	-	-	-	479.00	21.00
School No. 58 & No. 28	1,218.00	874.00	344.00	-	21.00	21.00	24.00	-	-	-	-	21.00	24.00
School No.28	2,889.50	2,691.50	198.00	540.50	58.00	88.00	-	-	-	-	-	628.50	58.00
Grand Total	21,214.50	19,313.60	1,900.90	4,046.85	322.00	511.00	24.00	16.50	173.00	-	40.00	4,574.35	559.00
Total Work Hours		21,214.50	21,214.50	21,214.50	21,214.50	21,214.50	21,214.50	21,214.50	21,214.50	21,214.50	21,214.50	21,214.50	21,214.50
Percent of Total Work Hours		91.04%	8.96%	19.08%	1.52%	2.41%	0.11%	0.08%	0.82%	0.00%	0.19%	21.56%	2.63%

Project	Total Count	Male	Female	Male Minority	Female Minority	Non-Minority Male	Non-Minority Female
District Wide	41.00	29.00	12.00	10.00	3.00	19.00	9.00
EAST & EDISON	10.00	7.00	3.00	2.00	-	5.00	3.00
East High School	12.00	7.00	5.00	2.00	-	5.00	5.00
Edison Tech	40.00	36.00	4.00	19.00	2.00	17.00	2.00
Monroe High	1.00	1.00	-	-	-	1.00	-
School No. 12	13.00	6.00	7.00	1.00	1.00	5.00	6.00
School No. 5	79.00	72.00	7.00	17.00	5.00	55.00	2.00
School No. 58	39.00	36.00	3.00	7.00	3.00	29.00	-
School No. 58 & No. 28	12.00	9.00	3.00	1.00	1.00	8.00	2.00
School No.28	42.00	38.00	4.00	11.00	2.00	27.00	2.00
Grand Total	289.00	241.00	48.00	70.00	17.00	171.00	31.00
Percent of Total Workforce Count		83.39%	16.61%	24.22%	5.88%	59.17%	10.73%

PARTICIPATION DETAIL
 JANUARY WORK PREFORMED
 EXHIBIT 5

Project	Male Workhours	Female Workhours	Black Male	Black Female	Hispanic Male	Hispanic Female	Adian or Pacific Islander Male	Asian or Pacific Islander Female	American Indian or Alaskan Native Male	American Indian or Alaskan Native Female	Minority Male	Minority Female
Documents Received in February	22,028.50	740.50	2,260.00	48.00	870.50	-	149.00	-	196.50	-	3,476.00	48.00
District Wide	83.25	4.00	4.00	-	-	-	-	-	-	-	4.00	-
East High School	2,122.00	24.00	246.00	-	24.00	-	-	52.50	-	-	322.50	-
Edison Tech	4,324.00	232.00	514.00	48.00	280.00	-	32.00	-	-	-	826.00	48.00
Monroe High	31.00	-	-	-	-	-	-	-	-	-	-	-
School No. 12	1.00	-	-	-	-	-	-	-	-	-	-	-
School No. 5	2,586.00	-	344.00	-	-	-	117.00	-	-	-	461.00	-
School No. 58	8,113.75	329.00	763.00	-	566.50	-	-	144.00	-	-	1,473.50	-
School No.28	4,767.50	151.50	389.00	-	-	-	-	-	-	-	389.00	-
Included in January Report	16,918.10	2,151.00	3,293.10	507.50	200.50	210.00	144.00	-	66.00	-	3,703.60	717.50
EAST & EDISON	762.60	393.50	49.60	192.50	45.00	191.00	-	-	-	-	94.60	383.50
East High School	110.50	63.00	16.00	-	-	-	-	-	-	-	16.00	-
Edison	960.00	144.00	144.00	-	-	-	144.00	-	-	-	288.00	-
Edison Tech	935.00	61.00	587.00	13.00	8.00	-	-	-	-	-	595.00	13.00
Monroe High	58.00	-	-	-	-	-	-	-	-	-	-	-
School No. 12	541.50	362.75	124.00	160.00	-	-	-	-	-	-	124.00	160.00
School No. 5	5,996.50	267.75	905.50	-	56.00	2.00	-	-	66.00	-	1,027.50	2.00
School No. 5 & 12	438.00	211.00	-	-	44.00	-	-	-	-	-	44.00	-
School No. 58	3,110.50	123.50	523.50	13.50	40.00	-	-	-	-	-	563.50	13.50
School No. 58 & No. 28	874.50	281.00	160.00	-	7.50	9.00	-	-	-	-	167.50	9.00
School No.28	3,131.00	243.50	783.50	128.50	-	8.00	-	-	-	-	783.50	136.50
Grand Total	38,946.60	2,891.50	5,553.10	555.50	1,071.00	210.00	293.00	-	262.50	-	7,179.60	765.50
Total Work Hours	41,838.10	41,838.10	41,838.10	41,838.10	41,838.10	41,838.10	41,838.10	41,838.10	41,838.10	41,838.10	41,838.10	41,838.10
Percentage of Total Work Hours	93.09%	6.91%	13.27%	1.33%	2.56%	0.50%	0.70%	0.00%	0.63%	0.00%	17.16%	1.83%

Project	Total Count	Total Male Count	Total Female Count	Male Minority	Female Minority	Non-Minority Male	Non-Minority Female
Documents Received in February	351.00	329.00	22.00	47.00	2.00	282.00	20.00
District Wide	14.00	9.00	5.00	-	-	9.00	5.00
East High School	34.00	33.00	1.00	10.00	-	23.00	1.00
Edison Tech	70.00	66.00	4.00	14.00	1.00	52.00	3.00
Monroe High	2.00	2.00	-	-	-	2.00	-
School No. 12	1.00	1.00	-	-	-	1.00	-
School No. 5	27.00	27.00	-	8.00	-	19.00	-
School No. 58	110.00	104.00	6.00	9.00	1.00	95.00	5.00
School No.28	93.00	87.00	6.00	6.00	-	81.00	6.00
Included in January Report	294.00	236.00	58.00	54.00	14.00	182.00	44.00
EAST & EDISON	6.00	4.00	2.00	2.00	2.00	2.00	-
East High School	10.00	5.00	5.00	1.00	-	4.00	5.00
Edison	11.00	10.00	1.00	1.00	-	9.00	1.00
Edison Tech	16.00	14.00	2.00	10.00	1.00	4.00	1.00
Monroe High	3.00	3.00	-	-	-	3.00	-
School No. 12	41.00	17.00	24.00	4.00	2.00	13.00	22.00
School No. 5	82.00	73.00	9.00	12.00	1.00	61.00	8.00
School No. 5 & 12	5.00	4.00	1.00	1.00	-	3.00	1.00
School No. 58	54.00	48.00	6.00	9.00	3.00	39.00	3.00
School No. 58 & No. 28	13.00	10.00	3.00	2.00	1.00	8.00	2.00
School No.28	53.00	48.00	5.00	12.00	4.00	36.00	1.00
Grand Total	645.00	565.00	80.00	101.00	16.00	464.00	64.00
Total Workforce Count	645.00	645.00	645.00	645.00	645.00	645.00	645.00
Percentage of Workforce Count		87.60%	12.40%	15.66%	2.48%	71.94%	9.92%

PARTICIPATION DETAIL
 DECEMBER AND PRIOR PERIODS
 EXHIBIT 6

Project	Male Workhours	Female Workhours	Black Male	Black Female	Hispanic Male	Hispanic Female	Adian or Pacific Islander Male	Asian or Pacific Islander Female	American Indian or Alaskan Native Male	American Indian or Alaskan Native Female	Minority Male	Minority Female
Data Received in Feburary Submissions	497.50	10.50	-	-	-	-	-	-	-	-	-	-
District Wide	64.00	-	-	-	-	-	-	-	-	-	-	-
Monroe High	2.00	-	-	-	-	-	-	-	-	-	-	-
School No. 5	123.00	-	-	-	-	-	-	-	-	-	-	-
School No. 58	223.50	10.50	-	-	-	-	-	-	-	-	-	-
School No.28	85.00	-	-	-	-	-	-	-	-	-	-	-
Included in January Report Figures	28,634.55	2,184.75	2,587.50	153.00	1,130.00	15.00	166.50	-	223.00	-	4,107.00	168.00
East High School	2,635.00	214.50	450.50	-	312.00	-	-	-	-	-	762.50	-
Edison Tech	3,671.00	175.00	194.00	-	64.00	-	166.50	-	-	-	424.50	-
School No. 5	634.50	-	230.00	-	164.50	-	-	-	6.50	-	401.00	-
School No. 5 & 12	4,209.80	1,170.50	-	-	44.00	-	-	-	-	-	44.00	-
School No. 58	10,988.75	499.75	977.00	153.00	402.50	-	-	-	12.50	-	1,392.00	153.00
School No.28	6,495.50	125.00	736.00	-	143.00	15.00	-	-	204.00	-	1,083.00	15.00
Grand Total	29,132.05	2,195.25	2,587.50	153.00	1,130.00	15.00	166.50	-	223.00	-	4,107.00	168.00

* NOTE: All Data presented above includes information for December and Prior

EXHIBIT 7
 CONTRACT ALLOCATION BETWEEN EBE
 FEBRUARY SUBMISSION

PROJECT			TOTAL CONTRACT AMOUNT	MBE	WBE	DBE	SBE				
World of Inquiry School No. 58 & Henry Hudson School No. 28			2,783,831.00	399,978.00	14.37%	115,329.35	4.14%	-	0.00%	88,340.00	3.17%
Construction Manager	Henry Hudson School No. 28 & World of Inquiry LeChase		2,783,831.00	399,978.00	14.37%	115,329.35	4.14%	-	0.00%	88,340.00	3.17%
World of Inquiry School No. 58			33,201,578.00	4,433,251.00	13.35%	2,969,181.88	8.94%	348,440.00	1.05%	2,041,173.04	6.15%
Architect	World of Inquiry School No. 58	JCJ Architecture	2,942,776.00	998,582.00	33.93%	214,090.00	7.28%	-	0.00%	114,500.00	3.89%
Prime Contractor	World of Inquiry School No. 58	East Coast Electric	3,192,344.00	457,515.00	14.33%	204,442.88	6.40%	64,260.00	2.01%	144,200.00	4.52%
Prime Contractor	World of Inquiry School No. 58	Leo J Roth Corporation	5,910,137.00	1,693,207.00	28.65%	1,307,499.00	22.12%	118,900.00	2.01%	534,872.00	9.05%
Prime Contractor	World of Inquiry School No. 58	M.A. Ferraulio	2,164,915.00	609,900.00	28.17%	113,300.00	5.23%	81,320.00	3.76%	115,150.00	5.32%
Prime Contractor	World of Inquiry School No. 58	Manning Squires Hennig	18,991,408.00	674,047.00	3.55%	1,129,850.00	5.95%	83,960.00	0.44%	1,132,451.04	5.96%
Henry Hudson School No. 28			19,076,798.40	2,821,622.77	14.79%	2,771,216.00	14.53%	236,907.00	1.24%	1,609,500.00	8.44%
Architect	Henry Hudson School No. 28	LaBella Associates	1,502,212.00	233,440.52	15.54%	75,216.00	5.01%	28,007.00	1.86%	56,517.00	3.76%
Prime Contractor	Henry Hudson School No. 28	Bell Mechanical- HVAC	3,277,228.00	380,038.00	11.60%	130,450.00	3.98%	97,900.00	2.99%	178,983.00	5.46%
Prime Contractor	Henry Hudson School No. 28	Kaplan-Schmidt	1,676,508.87	407,643.25	24.32%	123,000.00	7.34%	32,000.00	1.91%	-	0.00%
Prime Contractor	Henry Hudson School No. 28	Manning Squires Hennig	11,303,913.53	1,588,501.00	14.05%	2,381,470.00	21.07%	54,000.00	0.48%	594,000.00	5.25%
Prime Contractor	Henry Hudson School No. 28	Nairy Mechanical	1,316,936.00	212,000.00	16.10%	61,080.00	4.64%	25,000.00	1.90%	780,000.00	59.23%
John Williams School No. 5 & James P.B Duffy School No. 12			1,602,990.00	228,000.00	14.22%	40,500.00	2.53%	-	0.00%	67,000.00	4.18%
Construction Manager	John Williams School No. 5 & James P.B. Duffy The Pike Company		1,602,990.00	228,000.00	14.22%	40,500.00	2.53%	-	0.00%	67,000.00	4.18%
John Williams School No. 5			16,763,263.00	3,022,605.09	18.03%	1,531,441.00	9.14%	498,623.43	2.97%	644,162.00	3.84%
Architect	John Williams School No. 5	Young + Wright Architectural	1,305,473.00	147,372.00	11.29%	52,700.00	4.04%	35,740.00	2.74%	10,750.00	0.82%
Prime Contractor	John Williams School No. 5	Thurston Dudek	1,167,217.00	172,245.00	14.76%	57,415.00	4.92%	22,966.00	1.97%	57,415.00	4.92%
Prime Contractor	John Williams School No. 5	Bell Mechanical	5,047,816.00	1,038,000.00	20.56%	483,231.00	9.57%	107,017.43	2.12%	390,638.00	7.74%
Prime Contractor	John Williams School No. 5	Kaplan Schmidt Electric	2,149,000.00	389,595.00	18.13%	213,785.00	9.95%	-	0.00%	-	0.00%
Prime Contractor	John Williams School No. 5	LeChase	7,093,757.00	1,275,393.09	17.98%	724,310.00	10.21%	332,900.00	4.69%	185,359.00	2.61%
James P.B. Duffy School No. 12			982,966.00	148,000.00	15.06%	49,000.00	4.98%	28,000.00	2.85%	49,000.00	4.98%
Architect	James P.B. Duffy School No. 12	SEI Design Group	982,966.00	148,000.00	15.06%	49,000.00	4.98%	28,000.00	2.85%	49,000.00	4.98%
Monroe High School			1,131,500.00	1,700.00	0.15%	570.00	0.05%	-	0.00%	-	0.00%
Architect	Monroe High School	CJS Architects	-	-	-	-	-	-	-	-	-
Construction Manager	Monroe High School	Campus	1,131,500.00	1,700.00	0.15%	570.00	0.05%	-	0.00%	-	0.00%
			4,334,900.00	2,192,200.00	50.57%	197,752.00	4.56%	125,000.00	2.88%	32,000.00	0.74%
Prime	Franklin Aud	Steve General	1,832,000.00	1,620,000.00	88.43%	90,600.00	4.95%	90,000.00	4.91%	32,000.00	1.75%
Prime	Franklin Aud	Kaplan Schmidt	871,900.00	260,200.00	29.84%	79,252.00	9.09%	18,000.00	2.06%	-	0.00%
Prime	Franklin Aud	MA Ferraulio	1,333,000.00	53,000.00	3.98%	12,900.00	0.97%	-	0.00%	-	0.00%
Prime	Franklin Aud	Steve General	298,000.00	259,000.00	86.91%	15,000.00	5.03%	17,000.00	5.70%	-	0.00%
Jefferson			-	-	-	-	-	-	-	-	-
Architect	Jefferson	SEI Design Group	-	-	-	-	-	-	-	-	-
Totals			224,028,381.28	38,740,608.56	17.29%	17,098,948.19	7.63%	4,259,729.00	1.90%	10,115,769.71	4.52%
Goals					15.00%		5.00%		2.00%		5.00%

Note: * From Previous Period data
 Current Contract amounts updated as of February 26, 2014

EXHIBIT 8

BREAKDOWN BY CONTRACTOR OF ROCHESTER RESIDENTS EMPLOYEES FROM THE TOTAL EMPLOYEES WORKING ON RSMP
 CONTRACTORS SUBMISSIONS FOR FEBRUARY

PROJECT	CONTRACTOR	NUMBER OF ROCHESTER RESIDENTS ACTIVE EMPLOYEES	TOTAL NUMBER OF ACTIVE EMPLOYEES	PERCENTAGE
School No 28				
	B&B Mechanical	3	8	37.50%
	Kaplan-Schmidt Electric, Inc.	3	19	15.79%
	Nairy Mechanical LLC	4	12	33.33%
School No. 5				
	Accurate Acoustical Inc	2	11	18.18%
	B&B Mechanical	5	15	33.33%
	Cummings Construction	3	11	27.27%
	IC Construction Services	2	6	33.33%
	OSO, Inc	1	3	33.33%
School No. 58				
	Coldwater Insulation, Inc.	1	1	100.00%
	Michael A. Ferraiulo	4	6	66.67%
Edison				
	Michael A. Ferraiulo	1	4	25.00%
	Unified Electric	3	3	100.00%
TOTALS		32	99	32.32%
TOTAL FEBRUARY COUNT			289	11.07%

EXHIBIT 9

ROCHESTER CAREERS IN CONSTRUCTIONS EDUCATION AND TRAINING FUND REMITTANCE SUMMARY
CONTRACTORS SUBMISSIONS FOR FEBRUARY

CONTRACTOR	SUBMISSION AMOUNT
Kaplan-Schmidt Electric, Inc.	122.25
Kaplan-Schmidt Electric, Inc.	26.25
Hewitt Young Electrtc	6.53
Accurate Acoustical, Inc.	228.30
Bell Mechanical	294.30
Bell Mechanical	120.38
Cold Water Insulations, Inc.	-
Cold Water Insulations, Inc.	10.35
Cold Water Insulations, Inc.	9.00
Cummings Construction	141.98
East Coast Electric, LLC	2.40
East Coast Electric, LLC	423.45
Grayco Corp of Upstate NY	44.10
Hewitt Young Electrtc	0.75
Hewitt Young Electrtc	102.83
I.C. Construction	82.05
Kaplan-Schmidt Electric, Inc.	145.20
Kaplan-Schmidt Electric, Inc.	87.60
LeChase Construction	30.45
Michael A. Ferrauilo PLBG & HTG	55.95
Michael A. Ferrauilo PLBG & HTG	106.50
Michael A. Ferrauilo PLBG & HTG	51.23
Nairy Mechanical LLC	201.00
OSO, Inc.	34.20
OSO, Inc.	26.40
OSO, Inc.	1.95
SRI Fire Sprinkler, LLC	37.05
Thurston Dudek LLC	-
Unified Electric	30.08
Thurston Dudek LLC	59.40
Thurston Dudek LLC	82.80
TOTAL	\$ 2,564.70

EXHIBIT 10

ROCHESTER CAREERS IN CONSTRUCTIONS EDUCATION AND TRAINING FUND REMITTANCE SUMMARY
 CONTRACTORS SUBMISSIONS FOR INTERM JANUARY

CONTRACTOR	SUBMISSION AMOUNT
Kimmel Co	125.48
Hewitt Young Electric	42.30
unified Electric	17.55
Hewitt Young Electric	160.95
unified Electric	48.60
Landry	146.40
Superior Thermal	46.80
Bereza Iron Work	13.50
Sheen Shine	1.20
Hewitt Young Electric	9.60
Capital Concrete	18.15
Leo J Roth	124.43
Manning Squires Hennig	633.90
US Ceiling Corp	199.88
Lupini	3.60
Kranes Inc.	32.40
G & J Contracting	4.20
Garden Grove	12.00
Elmer W. Davis	54.04
Highland Masonry	-
Bereza Iron Work	192.75
A.R. Pierrepont Co	24.90
Manning Squires Hennig	307.05
Keeler Construction	11.10
Firestop Tech.	0.90
G & J Contracting	3.30
Highland Masonry	-
Mark Cerrone Inc	-
Davis Fetch Corp	82.80
Ajay Glass and Mirror	217.58
Ajay Glass and Mirror	217.58
DiFore	2.40
Scott Construction	0.60
Steve General	5.70
Shades of Color	15.30
Firestop Tech.	12.30
Fibertech Environmental	31.20
The Pike	92.40
Tiede-Zoeller Tile	2.40
Spencer-Virnoche, Inc	70.65
Shades of Color	13.65
Mark Cerrone Inc.	13.50
Firestop Tech.	24.75
Cummings Construction	49.50
TOTAL	\$ 3,087.26

EXHIBIT 11
 ROAR STATUS UPDATE
 FROM UNION REACHOUT

UNION	ROAR STUDENTS HIRED	NOTES
Asbestos Workers	-	
Insulators 26	-	
Bricklayers 3	2	NOT HIRING NEW ROAR APPLICANTS
Electrical Workers 86	1	
Ironworkers 33	-	
Laborers 435	0	
Operating Engineers	1	CURRENTLY IN A 4 YEAR APPRENTICESHIP PROGRAM
Painters	4	
Plumbers 13	1	
Roofers 22	7	WAS NOT CONFIRMED
Sheet Metal 46	2	WAS NOT CONFIRMED
Carpenters	10	WAS NOT CONFIRMED
Boilermakers 7	N/A	
Cements Mason	N/A	
Elevator Construction	N/A	
Glazier 677	-	20 STUDENTS ON WAITING LIST
Plasterers	N/A	
Road Sprinklers 669	N/A	
Teamsters 118	N/A	
STUDENTS CURRENTLY EMPLOYED	28	

*NOTE: All Information from Union Representatives