



Accountants and Advisors

**ROCHESTER SCHOOL MODERNIZATION PROGRAM
JANUARY 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

Background.

Every student is deserving of a world class education and the positive impact a well-designed, modern facility has on school culture and programs. It is a well-developed structure, including both infrastructure and programs, that impacts students' performance and engagement, and ultimately leading them toward success. In Rochester, decreasing funds for maintenance and repairs and normal wear and tear on the district's aging school infrastructure created a need for major investment to provide the type of education the district students were deserving of. In response, the Rochester City School District partnered with the City of Rochester for a three-phase capital initiative program; The Rochester School Modernization Program ("RSMP"). The goal of the program is to create conditions that will enable the Rochester schools to be effective in providing students with the necessary support to attain success. By the completion of the project, Rochester will have the resources to provide the right school for every child and ensure they are given the tools to do his or her best - district wide.

The District has begun creating a portfolio of high-quality schools for students and families to choose from. Struggling schools are being phased out, schools are being redesigned with a focus on reconfiguration to K – 8 schools, and new schools are being created. The District continues to implement its Capital Improvement Program, a five-year financing plan for the construction and reconstruction of facilities, the acquisition and replacement of vehicles, and the completion of other long-term capital projects. Facility planning is driven by a core educational priority; to improving the learning environment where it will have the greatest impact in supporting academic programs. Providing state-of-the-art, well-lit, well-equipped facilities that support teaching and learning will allow the District schools to become the "schools of the future" and provide a world class educational setting for Rochester's students.

The Rochester School Modernization Plan

The Rochester School Modernization Program is a \$1.2 billion program to upgrade Rochester schools. A legislative act entitled “The City of Rochester and The Board of Education of the City School District of the City of Rochester School Facilities Modernization Program Act” requires the development of a comprehensive school facilities modernization plan. The result is a comprehensive school facilities modernization master plan; Comprehensive School Facilities Modernization Plan, which essentially is a roadmap of where the Rochester City School District is now, where it needs to be, how to get there, and how much it will cost. It builds on the substantial work that has already been completed, lessons learned, and the Superintendent and Board of Education’s vision that every child deserves to learn in an environment that supports the delivery of high quality education and ensures the academic success of all children.

The Rochester Joint School Construction Board

The Rochester Joint School Construction Board (“RJSCB”) is a seven member panel charged with oversight of Phase 1, the initial phase of the three phase project. Three members of the board are appointed by the Superintendent of Schools; three are appointed by the Mayor of the City of Rochester; and the seventh is appointed with mutual agreement by the Superintendent and Mayor.

Phase 1

The Board hired Gilbane Building Company as Program Manager, in July 2010. Gilbane was charged with delivering a draft comprehensive plan for Phase 1 that would move the district toward its ultimate goal of providing a high achieving K-8 and 9-12 grade structure, and support the Superintendent’s Strategic Plan to establish a portfolio of schools from which students can choose. All buildings in the District were evaluated based on how effectively they fit the model K-8 program, accounting for the number of students the buildings can serve, infrastructure needs, the expected New York State Building Aid contribution, and, upon completion, their viability for the next 50 years. Phase 1 of the Rochester Schools Modernization Program is a \$325 million, 12-project program initiated by the Rochester Joint Schools Construction Board (RJSCB) to modernize the Rochester City Schools.

An estimated \$230 million of the \$325 million is allocated for “hard” construction expenses and \$95 million in design, management, financing, and other “soft” incidental program expenses. Projected New York State Building Aid is \$278 million. The proposed local share funding is \$30 million, or approximately 9% of the total cost of the program. Funding for this local share is assumed to be provided from the District’s current debt service allocation. Additional savings to the District resulting from the modernization are projected to total \$10 million in lower energy costs with additional savings from reduced operating expenses.

Subsequently, Phase 1 was divided into two parts, Phase 1A and Phase 1B. Phase 1A contains construction work related to five (5) projects which began shortly after June 4, 2012 and are currently near completion:

1. Charlotte High School
2. Helen Barrett School No. 50
3. Enrico Fermi School No. 17
4. Franklin Educational Campus
5. Districtwide Technology

Phase 1B contains construction work related to nine (9) additional projects currently underway:

1. World of Inquiry School No. 58
2. Henry Hudson School No. 28
3. John Williams School No. 5
4. Edison Technology Campus
5. East High School
6. Franklin Educational Campus –Auditorium
7. James P.B. Duffy Schools No. 12
8. Monroe High School
9. Districtwide Technology

The Diversity Plan

The Rochester Joint Schools Construction Board recognizes the need to take action to ensure that minority business enterprises (“MBE”) women-owned business enterprises (“WBE”), disadvantaged business enterprises (“DBE”), and minority and women employees and principals are given the opportunity to participate in the performance of contracts of the RJSCB. In accordance with New York State Legislation, the RJSCB is required to develop, implement and monitor a Diversity Plan for the RSMP and foster and promote the participation of such individuals and business firms in contracts with the RJSCB. 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 principal goals set forth by the RJSCB. 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:

1. Minority Workforce: 20% of project personnel, including skilled trades people, trainees, journeymen, apprentices and supervisory staff
2. 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 (“MBE”), women owned (“WBE”), disadvantaged business entities (“DBE”) and small business entities (“SBE”) throughout the RSMP. In order to meet the RJSCB diversity 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 agree to provide for the following:

1. Minority-Owned Business entities shall participate in a minimum of 15% of each contract or purchase order

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

Collectively, qualifying MBE, WBE, DBE and SBE are known as Eligible Business Enterprises (“EBE”). Suppliers that are EBE receive 50% participation of their contract value, and brokers qualifying as an EBE receive 25% of their contract value.

The Need for a Compliance Officer

To stay in compliance with applicable legislation and the requirements of the diversity plan, the need of the Independent Compliance Officer (“ICO”) arose. The role of the ICO is to develop, implement, advertise, promote and monitor the RSMP diversity plan. This includes managing the fulfillment of the collective vision of the RJSCB and the RCSD Superintendent and the community for all meaningful representation and involvement of the EBE. In addition, the ICO shall strive to expand the opportunities available to women and minorities at all levels of the Rochester Schools Modernization Program. Ultimately, the ICO is required to act as an agent of the RJSCB to establish participation-maximizing programs that increase workforce development and business development and involvement. Currently Landon & Rian (“L&R”) is the compliance officer for projects falling under Phase 1A.

Baker Tilly as the Compliance Officer (ICO)

Baker Tilly Virchow Krause, LLP (“BT”) has been retained as the Independent Compliance Officer for the Rochester School Modernization Program Phase 1B. This is the first 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 by which BT is retained as the Independent Compliance Officer 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)

Our Mission:

It is our mission is to assist the Rochester Joint Schools Construction Board in fostering compliance with affirmative action and equal opportunity hiring initiatives within the construction field workforce through compliance monitoring, data tracking and verification of all small business and minority owned contracts and by providing community outreach services to support the Rochester School Modernization Program.

Our Integration:

The process of integration, as we see it, entails two aspects:

1. Becoming acquainted with the current procedures in place and developing a starting point for a seamless integration.
2. Establishing effective and efficient procedures and laying the groundwork to implement these procedures.

The integration into our role as ICO is well on its way. We have introduced ourselves to the stakeholders and contractors of the project; explained our role as ICO and our goal to assist in the remediation of any compliance questions or concerns that may arise. To ensure that we can be integrated in the compliance process and assist wherever necessary, we have established an on-site field office at 1776 N. Clinton Avenue, Rochester. Open lines of communication have been established with associates from both Gilbane and Landon & Rian (“L&R”) to ease and expedite the integration process.

We have allocated resources to the implementation of technology and related procedures that will allow the analytical and organizational aspects of our duties to run efficiently and effectively in the future. Two systems have been established thus far: Go-File-Room and Compliance Monitoring Database. Moreover, we have also launched a Fraud Hotline to facilitate the anonymous reporting of instances of contract non-compliance, fraud, waste, abuse, bribery or other prohibited activity.

1. **Go-File-Room** – The GoFileRoom (“GFR”) Solution allows us to upload documents received from prime contractors concerning the work either they or their sub-contractors performed. The system is a web-based portal which safely and securely retains documents; essentially, it is a digital File Room where files may be uploaded and downloaded. 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. Access to the web portal is granted to each respective prime contractor. Access is also granted to the RSMP Program Manager, Gilbane, and the RJSCB. 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. This system is designed to create transparency in our monitoring process and provide real time communication relative to document submission status to all interested users. Ultimately, the system will allow for oversight of our monitoring progress, as well as, the ability to individually audit any document submission at any given time. This will enable the Project Monitor to maintain oversight of the prime contractors and, at the same time, allow the prime contractors to electronically submit documents and view the approval status.

2. **Compliance Monitoring Database** – The Compliance Monitoring Database is an in-house program designed to generate status checklists for each reporting period and includes notes specific to each prime contractor and their sub-contractors. The checklist is set up to assist the user in determining the status of the documents received and to communicate any open items or additional information needed. These notes can be directed to the prime contractor’s attention when reports are generated to indicate if any documents expected were not received by the deadline and if any documents require corrections. The notes will be left “outstanding/open” as will the document status, as an internal reminder, and as external data for progress reporting purposes. The database allows us to generate correspondence via e-mail and/or letter to the designated contact person for each prime contractor, providing them with a detailed listing of the document status, and any notes regarding corrections. It also allows us to track communications on compliance issues with the prime contractor for progress reporting purposes. The objective of this system is to create a workflow which will integrate document review and communications thus enabling an organized and efficient process for identifying and rectifying compliance issues, as well as to immediately document and instantly report on our progress at any time.

3. **Fraud Hotline** – On February 1, 2014, we entered into an anonymous hotline services agreement wherein a toll free number and email address have been established to report Code of Conduct violations to include contractor non-compliance and any unethical or illegal activities relative to the RSMP. The hotline. Anonymous e-mails may be sent to Rochesterschooldistrict@bakertilly.com or fraud@corporateresolutions.com. Alternatively, a toll free number 1-800-770-1807 will be operational 24 hours per day, 7 days per week. All callers accessing the hotline will be advised that they have reached an anonymous reporting hotline for Code of Conduct concerns and they will be asked the name of the company they are reporting. The complainants will be then asked to create a personal information number (PIN) or password for

future use. All complaints will be reviewed and investigations will be initiated as deemed appropriate. The identity of the caller will remain confidential.

Information relative to the hotline is being distributed to all contractors involved in the RSMP. Additionally, the Fraud Hotline phone number and email information will be posted at all job sites.

Each of the contractors have been contacted and given login information for the online submission of their monthly documentation. Many contractors have begun to upload documentation for the upcoming submission deadline. (See **Exhibit 2:** Submission letter to contractors).

New Procedures for Contractors:

We have asked all contractors and sub-contractors to submit the mandatory documentation production by the 15th of the each month. The mandatory monthly submission includes:

1. A list of all active and non-active sub-contractors
2. Form DDP 3A – List of all eligible business enterprises
3. Certified Payroll in monthly format
4. Monthly report to Rochester Careers in Construction with a copy of payment check
5. Copy of payment to sub-contractors

Associates from our firm will review and acknowledge receipt of submission by the following work day. The documents will be reviewed for completeness and accuracy. The contractors will be notified of any outstanding or misstated documents and will be asked to rectify any errors or

omissions. The stakeholders will be notified of any ongoing delinquencies in contractor's submissions.

The contractors have been notified of their submission requirements, deadlines and instructions. We have asked any compliance issues or concerns be addressed with an associate from our office. (See **Exhibit 3: Project Chart**)

Our Plans for the Future:

We believe we can share valuable knowledge in our areas of expertise to members of the RJSCB stakeholders and community. We have provided a sample of recommended training seminars to the Executive Director of the RJSCB. We will also partner with Compliance & Administrative Services of New York ("CASNY"), a local Rochester business, to assist in our community outreach endeavors.

January 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 February 25, 2014 have been recorded.

Analysis of Workforce for January 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. Our analysis includes verification of the totals presented on the form DDP-3 and comparison of the certified payroll sheets submitted and calculated percentages of women and minority involvement in both work hours and workforce numbers. A complete breakdown of the findings summarized below can be found in **Exhibit 4 & 5**

WORKFORCE PARTICIPATION JANUARY SUBMISSION

| | | |
|--------------------------------------|-----------|--------|
| Total Work Hours Performed By Women: | 4,335.75 | 8.69% |
| Total Work Hours Performed By Men: | 45,552.65 | 91.31% |
| Total Work Hours for all Workers: | 49,888.40 | 100% |

MINORITY PARTICIPATION IN JANUARY SUBMISSION

| | | |
|---|----------|--------|
| Number of Work Hours Performed by Minority Women: | 885.50 | 1.77% |
| Number of Work Hours Performed by Minority Men: | 7,666.60 | 15.37% |
| Number of Work Hours Performed by Minorities: | 8,552.10 | 17.14% |

WORKFORCE PARTICIPATION BY COUNT

| | | |
|---------------------------------|-----|--------|
| Total Number of Female Workers: | 95 | 12.27% |
| Total Number of Male Workers: | 679 | 87.73% |
| Total Number of Workers: | 774 | 100% |

WORKFORCE MINORITY PARTICIPATION BY COUNT

| | | |
|---|-----|--------|
| Total Number of Female Minorities in Workforce: | 20 | 2.58% |
| Total Number of Male Minorities in Workforce: | 126 | 16.28% |
| Total Number of Minorities in Workforce: | 146 | 18.86% |

CAUCASIAN FEMALES IN WORK FORCE

| | |
|----|-------|
| 75 | 9.69% |
|----|-------|

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% | 17.14% | 19.38% |
| Women (Caucasian Only) | 6.90% | 6.92% | 9.04% |

Analysis:

The numbers of female and minority workers in the workforce have met the women and minority participation goals, the total hours worked have not. Based on the findings, it can be inferred that specific participants in the Caucasian male subcategory of the workforce increase the total hours at a proportionally greater rate than other participants, causing an increase in work hours without a corresponding proportional increase in workforce numbers.

Note: To maintain consistency, our calculations include payroll submissions extending beyond work completed for the period January 1, 2014 through January 31, 2014. It is our intention to perform breakdown procedures in upcoming periods to eliminate timing inconsistencies.

Analysis of Workforce To Date

| WORKFORCE PARTICIPATION TO DATE | PRIOR PERIOD WORK HOURS REPORTED BY L&R | JANUARY SUBMISSION | TOTALS | PARTICIPATION PERCENT |
|---|---|--------------------|------------|-----------------------|
| All Minorities (Male and Female) | 220,429.35 | 8,552.10 | 228,981.45 | 23.18% |
| Women (Caucasian Only) | 107,537.89 | 3,450.25 | 110,988.14 | 11.23% |
| Total Work Hours this period (Includes Caucasian Males) | 938,134.98 | 49,888.40 | 988,023.98 | |

Analysis: Women and Minority participation in total work hours has met the goals set forth.

| CATEGORY | GOAL PERCENTAGES | ACTUAL PERCENTAGE OF WORKFORCE PARTICIPATION (WORK HOURS) |
|----------------------------------|------------------|---|
| All Minorities (Male and Female) | 20.00% | 23.18% |
| Women (Caucasian Only) | 6.90% | 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 calculating the percentages of MBE, WBE, SBE and DBE contract amounts relative to the total contract amounts of all prime contractors for Phase 1B projects. We are currently in communications with the certifying agency, Empire State Development, to expedite the process of reviewing each of the listed sub-contractor's current certification status. A complete breakdown of the findings summarized below can be found in **Exhibit 6**.

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 | RSMP TOTAL CONTRACT VALUE | PERCENTAGE | GOALS |
|---------------|---------------------------|---------------------------|------------|-------|
| MBE | 223,623,544.75 | 38,663,627.40 | 17.29 | 15% |
| WBE | 223,623,544.75 | 17,385,416.70 | 7.77% | 5% |
| SBE | 223,623,544.75 | 10,492,954.91 | 4.69% | 5% |
| DBE | 223,623,544.75 | 4,184,454.93 | 1.87% | 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.

Rochester Residents

Currently 155 Rochester Residents are active in Phase 1B of the Rochester School Modernization Project, which reflects 19% of the 774 members of the total workforce participation. 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. Accordingly, contractors working on multiple projects under Phase 1B are only included once in the count. **See Exhibit 7.**

Rochester Careers in Construction Education and Training Fund

We received copies of the canceled checks in the amount of \$5,686 for the Rochester Careers in Construction remittance. These amounts were later verified with the certified payrolls submitted **See Exhibit 8.**

ROAR

As per Landon & Rian's last update, 45 students enrolled in the Academy Reaching Occupational Achievement for Rochester Residents are actively working. We will be in contact with representatives from each of the participating unions to monitor the students' employment status. Additionally, the Teamsters, Boilermakers, Elevator, Construction Glaziers, Cement Mason and Road Sprinklers unions do not participate in the Reaching Occupational Achievement for Rochester Residents. We will be forwarding information about ROAR to correspondents of each of the aforementioned unions. **See Exhibit 9.**

Exhibit List

1. Consulting Services Agreement
2. Rochester Modernization Project – Submission Documents
3. Project Chart
4. Work Place Participation in Work Hours
5. Work Place Participation Count
6. Contract allocation between MBE/WBE/SBE/DBE
7. Listing of Rochester Residents Involved in Phase 1B
8. Rochester Careers in Construction Fund Remittance Summary
9. Summary Listing of students enrolled in the Academy Reaching Occupational Achievement for Rochester Residents

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 svstem, 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:

- 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 RJSeB 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 RJSeB can contact the Executive Director of the RJSeB or the reo.

reo must submit all diversity program (DP) compliance forms (attached) in accordance with the instructions set forth therein. All initial and monthly DP forms must be complete with all necessary certifications included, and timely submitted to the Board and its designated representatives for approval prior to award of contract by the RJSeB, or as a precondition of payment after contract award.

EXHIBIT



Baker Tilly Virchow Krause, LLP

One Penn Plaza, Suite 3000

New York, NY 10119

March 17, 2014

Re: Rochester Modernization Project – Submission of Documents

To Whom It May Concern:

As per our February 27, 2014 correspondence, please forward all diversity documents for yourself and your sub-contractors to Baker Tilly using our GoFileRoom Client Portal. Attached you will find a Document Checklist, Monthly Submission Instructions and Uploading Instructions.

If you have yet to receive an e-mail for registration, please contact us at rsmp_ico@bakertilly.com, with a request for a registration account. Please provide the name and e-mail addresses of the designated person or persons who will be responsible for transmitting and viewing documents.

If you have any questions, concerns, or issues regarding your compliance with the modernization guidelines, please do not hesitate to contact me at (212) 792-4836. We are looking forward to working with you throughout the project.

Very Truly Yours,

Baker Tilly Virchow Krause, LLP

Brian Sanvidge

Enclosures:

- Document submission checklist
- Monthly submission instructions
- Instructions for GoFileRoom Client Portal

RSMP

BAKER TILLY VIRCHOW KRAUSE, LLP MONTHLY SUBMISSION CHECKLIST

MONTH: _____

PROJECT: _____

CONTRACTOR: _____

CONSTRUCTION MANAGER: _____

- LIST OF ALL ACTIVE AND NON ACTIVE SUB-CONTRACTORS
- DDP-3A
- DDP-3
 - CERTIFIED PAYROLL
 - All sub-contractor certified payroll and DDP-3 forms included ? Yes No
 - If No, name those that are missing: _____
- MONTHLY REPORT TO ROCHESTER CAREERS IN CONSTRUCTION INC.
- PHOTOCOPY OF PAYMENT CHECK
- COPY OF PAYMENTS TO SUB-CONTRACTORS

Please review attached submission instructions
All documents are to be uploaded before the 15th of every month
Contact rsmp_ico@bakertilly.com with any questions or concerns



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.

1.0 Introduction

ClientFlow NetClient CS portal provides a secure mechanism for exchanging documents.

2.0 Access

Once registration has been completed access the ClientFlow NetClient CS portal by entering the following address in the address field of a web browser

<https://secure.netlinksolution.com/nextgen/?firm=56861>.

Access is also available by clicking on the **Client Portal** link, which is located in the header and footer of the Baker Tilly website as shown in *Figure 2.0*. Next, click on the **Login to your client portal link**.

Figure 2.0

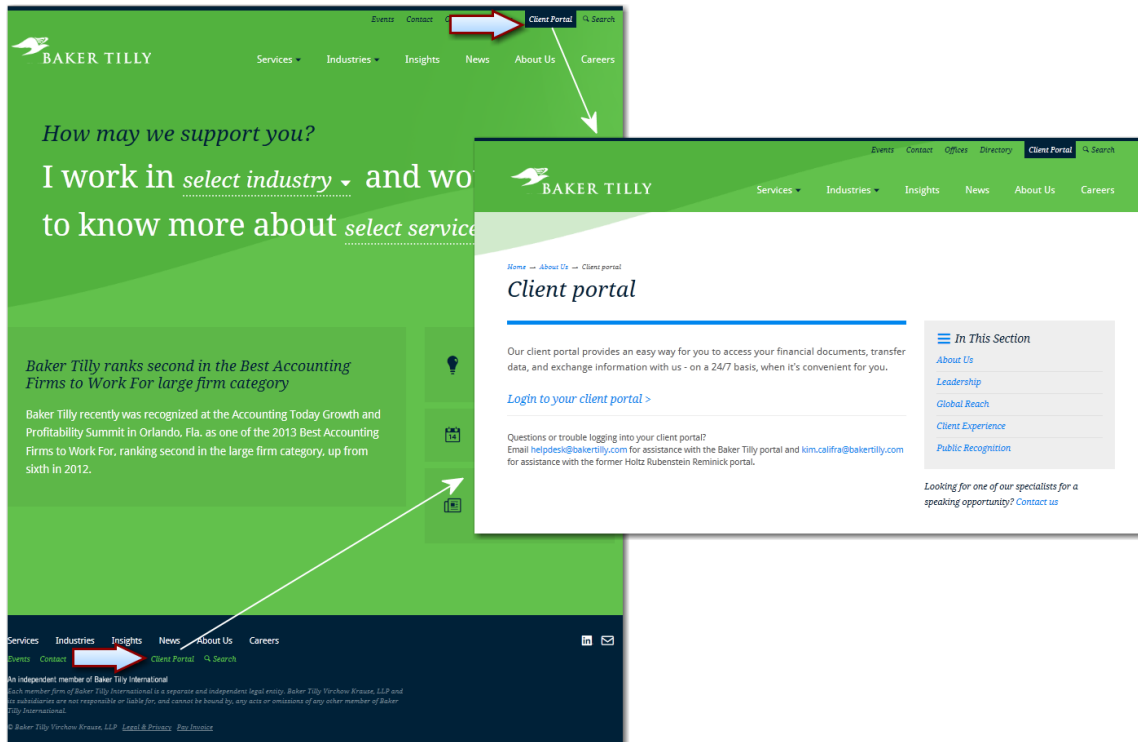
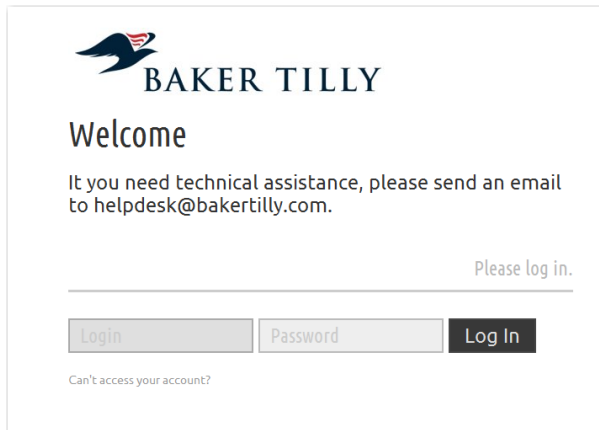


Figure 2.1: Login Screen



You may have access to more than one entity via the portal. Each entity will have a folder that contains the associated documents.

3.0 Viewing Documents

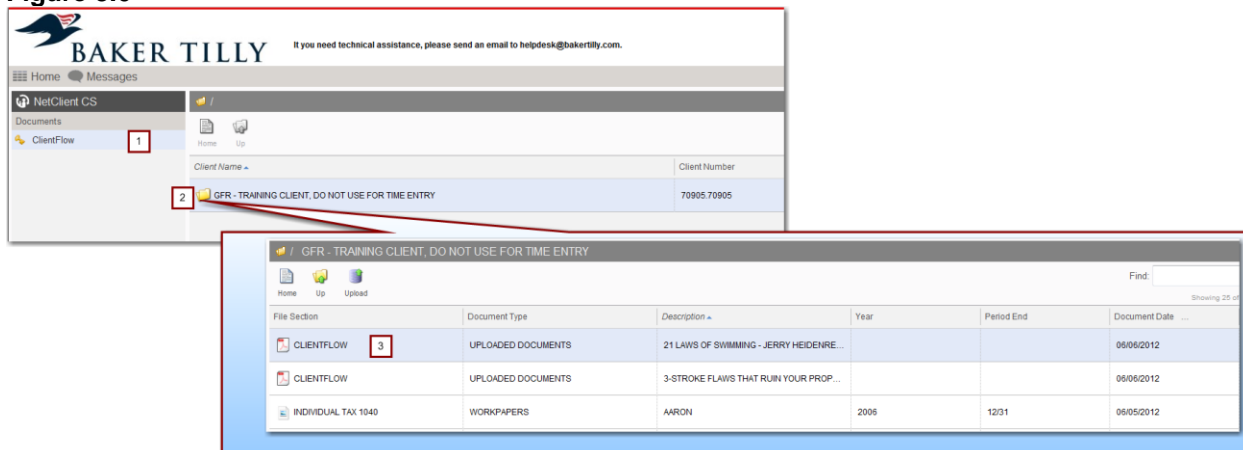
View, download, and print files from the portal at any time.

Notes: If you will need to make changes to and/or upload the file back to your portal, you must download the file to your computer before making any changes to it.

To view, download, and print documents, follow these steps.

1. In the **Documents** section of the navigation pane, click the **ClientFlow** link.
2. *Click* the folder that contains the documents you want to access
3. *Click* on the document to open.

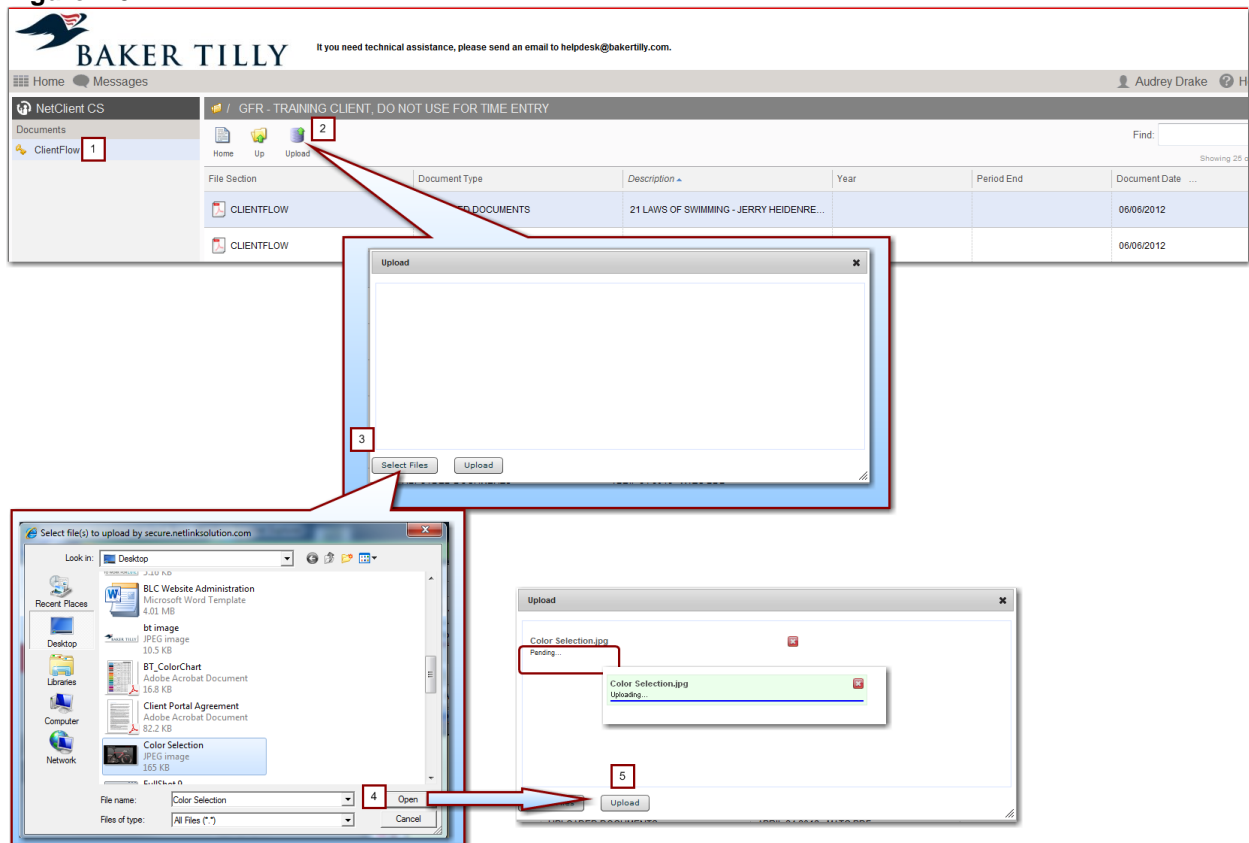
Figure 3.0



4.0 Uploading Documents

1. In the **Documents** section of the navigation pane, click the **ClientFlow** link.
2. *Click* the folder to which you will upload the document to.
3. *Click* on **Select File**
4. Navigate to the document, and *click* **Open** to select.
5. *Click* **Upload**. Notice that the **Pending....** message will change to **Uploading**.

Figure 4.0



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

Project Name:
Contract No.:
Contractor Name:
Address:
Phone No.:
Fax No.:
Change Orders to Date:

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

| Subcontractor Name | WWBE/BE/SBE | Original Subcontract | Change Orders to Date | Total Current Subcontract to MWBE/DBE/SBE | Amount Paid to Date to MWBE/DBE/SBE | Total Amnt of Invoices Submitted to Date | Cancelled Checks Submitted to Date | |
|--------------------|-------------|----------------------|-----------------------|---|-------------------------------------|--|------------------------------------|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

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

_____ **Contractor Representative Signature**

MONTHLY EMPLOYMENT UTILIZATION REPORT - DDP-3/RSMP

ROCHESTER SCHOOLS MODERNIZATION PROGRAM

1. Project : RSMP - Rochester Schools Modernization Program

2. Reporting Period (MM / YYYY)

3. Reporting Contractor Name / Address / Phone No. / Fax No.

4a. Reporting Contractor is a () 1st Tier - or - () Lower Tier Contractor
4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:

Project Goals : Minority - 20% Women - 6.9 %

| 5. POSITION | EMPLOYEE | 6a. Total All Hours by Service | | 6b. Black not of Hispanic Origin (Hours) | | 6c. Hispanic (Hours) | | 6d. Asian or Pacific Islander (Hours) | | 6e. American Indian or Alaskan Native (Hours) | | 7. Minority % of Total Hours | 8. Female % of Total Hours | 9. Total Number of Employees | | 10. Total Number of Minority Employees | | |
|-------------|----------|--------------------------------|---|--|---|----------------------|---|---------------------------------------|---|---|---|------------------------------|----------------------------|------------------------------|---|--|---|--|
| | | M | F | M | F | M | F | M | F | M | F | | | M | F | M | F | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Grand Total | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | |

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
_ 1 _ of _ 1 _

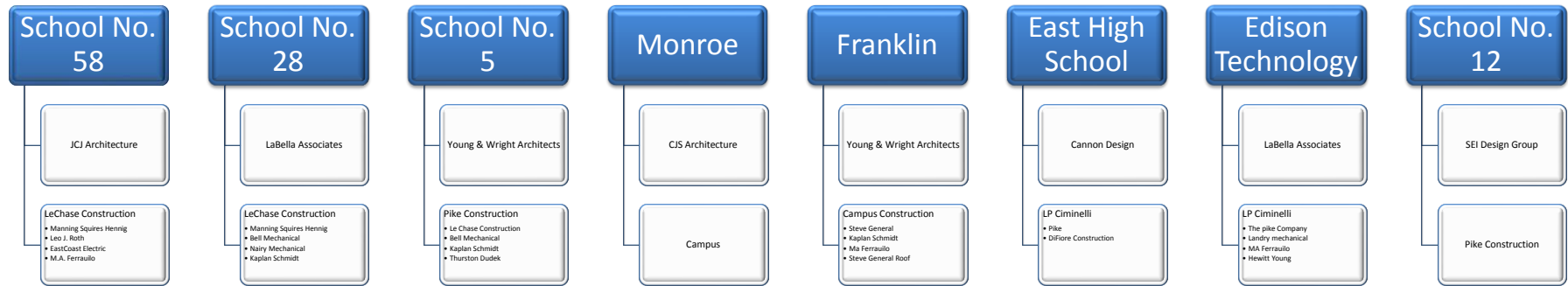


EXHIBIT 4
 DIVISION OF HOURS WORKED PER PROJECT BY MINORITIES AND FEMALES
 JANUARY SUBMISSION

| PROJECT | TOTAL WORKHOURS | | | | | | | | | | | |
|---|--------------------------------------|-----------------------------------|-----------------|---------------------|------------------|---------------|-----------------|---------------|---------------|----------|-----------------|----------|
| | Total | Minority and Non-Minority Workers | | Total | African American | | Hispanic | | Asian Pacific | | American Indian | |
| | Minority and Non-Minority Work hours | Male | Female | Minority Work hours | Male | Female | Male | Female | Male | Female | Male | Female |
| East and Edison | 1,156.10 | 762.60 | 393.50 | 478.10 | 49.60 | 192.50 | 45.00 | 191.00 | | | | |
| East | 3,023.00 | 2,745.50 | 277.50 | 778.50 | 466.50 | | 312.00 | | | | | |
| Edison | 5,946.00 | 5,566.00 | 380.00 | 1,176.50 | 781.00 | 13.00 | 216.00 | | 166.50 | | | |
| Henry Hudson School No. 28 & World of Inquiry School No. 58 | 1,155.50 | 874.50 | 281.00 | 176.50 | 160.00 | | 7.50 | 9.00 | | | | |
| Henry Hudson School No. 28 | 9,995.00 | 9,626.50 | 368.50 | 2,018.00 | 1,519.50 | 128.50 | 143.00 | 23.00 | - | - | 204.00 | - |
| World of Inquiry School No. 58 | 14,722.50 | 14,099.25 | 623.25 | 2,122.00 | 1,500.50 | 166.50 | 442.50 | - | - | - | 12.50 | - |
| John Williams School No. 5 & James P.B. Duffy School No. 12 | 6,029.30 | 4,647.80 | 1,381.50 | 88.00 | - | - | 88.00 | | | | | |
| James P.B. Duffy School No. 12 | 904.25 | 541.50 | 362.75 | 284.00 | 124.00 | 160.00 | | | | | | |
| John Williams School No. 5 | 6,898.75 | 6,631.00 | 267.75 | 1,430.50 | 1,135.50 | - | 220.50 | 2.00 | | | 72.50 | |
| Monroe | 58.00 | 58.00 | | - | | | | | | | | |
| TOTAL | 49,888.40 | 45,552.65 | 4,335.75 | 8,552.10 | 5,736.60 | 660.50 | 1,474.50 | 225.00 | 166.50 | - | 289.00 | - |
| | | 91.31% | 8.69% | 17.14% | | | | | | | | |

| Total Summary Data | | |
|--------------------|---------------|-------------------|
| Minority Men | 7,666.60 | 15.37% |
| Minority Women | 885.50 | 1.77% |
| TOTALS | 8552.1 | 0.17142462 |

Note: Missing submission data from Thurston Dudek, DiFiore Construction, Harter Secrest and CJS Architects

EXHIBIT 5
 DIVISION OF WORKFORCE COUNT BY MINORITY AND FEMALE
 DETAIL COUNT OF WORKFORCE

| PROJECT | WORKFORCE COUNT | | | | | | |
|---|-----------------------------------|---------------|--------------|--------------------------------|----------------|--------------|--------------|
| | Minority and Non-Minority Workers | | | Total Minority Workforce Count | Minority Total | | Caucasian |
| | Total Workforce Count | Male | Female | | Male | Female | Females |
| East and Edison | 6.00 | 4.00 | 2.00 | 4.00 | 2.00 | 2.00 | - |
| East | 57.00 | 48.00 | 9.00 | 12.00 | 12.00 | - | 9.00 |
| Edison | 82.00 | 75.00 | 7.00 | 22.00 | 21.00 | 1.00 | 6.00 |
| Henry Hudson School No. 28 & World of Inquiry School No. 58 | 13.00 | 10.00 | 3.00 | 3.00 | 2.00 | 1.00 | 2.00 |
| Henry Hudson School No. 28 | 171.00 | 161.00 | 10.00 | 42.00 | 33.00 | 9.00 | 1.00 |
| World of Inquiry School No. 58 | 215.00 | 205.00 | 10.00 | 36.00 | 32.00 | 4.00 | 6.00 |
| John Williams School No. 5 & James P.B. Duffy School No. 12 | 92.00 | 70.00 | 22.00 | 2.00 | 2.00 | - | 22.00 |
| John Williams School No. 5 | 94.00 | 85.00 | 9.00 | 19.00 | 18.00 | 1.00 | 8.00 |
| James P.B. Duffy School No. 12 | 42.00 | 18.00 | 24.00 | 6.00 | 4.00 | 2.00 | 22.00 |
| Monroe | 3.00 | 3.00 | - | - | - | - | - |
| GRAND TOTAL | 774.00 | 679.00 | 95.00 | 146.00 | 126.00 | 20.00 | 75.00 |
| | | 87.73% | 12.27% | 18.86% | 16.28% | 2.58% | 9.69% |

| Total Summary Data | WORKFORCE COUNT | | | | | | |
|--------------------|-----------------|------------|------------------|-----------|---------------|-----------------|----------------|
| | Total Workforce | Caucasian | African American | Hispanic | Asian Pacific | American Indian | Total Minority |
| Male | 679 | 554 | 86 | 27 | 1 | 11 | 125 |
| Female | 95 | 70 | 16 | 5 | 0 | 0 | 21 |
| GRAND TOTAL | 774 | 624 | 102 | 32 | 1 | 11 | 146 |

Note: Missing submission data from Thurston Dudek, DiFiore Construction, Harter Secrest and CJS Architects

EXHIBIT 6
 CONTRACT ALLOCATION BETWEEN EBE
 JANUARY 2014 SUBMISSION

| FUNCTION | CONTRACTOR | CURRENT CONTRACT AMOUNT | MBE | PERCENT OF MBE | WBE | PERCENT OF WBE | SBE | PERCENT OF SBE | DBE | PERCENT OF DBE |
|--|--|-------------------------|---------------------|----------------|---------------------|----------------|---------------------|----------------|-------------------|----------------|
| District Wide | | 1,925,379.00 | 139,608.00 | 7% | 58,920.00 | 3% | 60,280.00 | 3% | 10,450.00 | 1% |
| Consulting | Clark Patterson Lee | 91,250.00 | - | 0% | - | 0% | - | 0% | - | 0% |
| Food Service | Kaizen Food Services | 230,196.00 | - | 0% | 52,920.00 | 23% | - | 0% | - | 0% |
| Technology | Millennium | 500,983.00 | 75,623.00 | 15% | - | 0% | 44,000.00 | 9% | 10,450.00 | 2% |
| Architecture Master Plan | SWBR | 739,855.00 | 56,000.00 | 8% | - | 0% | 16,280.00 | 2% | - | 0% |
| Energy Consult | Wendel Endergy Services | 363,095.00 | 7,985.00 | 2% | 6,000.00 | 2% | - | 0% | - | 0% |
| Other | | 26,147,824.01 | 7,668,186.83 | 29% | 1,979,799.10 | 8% | 189,890.00 | 1% | 102,817.00 | 0% |
| Commissioning | LaBella Associates | 249,913.00 | 36,750.00 | 15% | 12,250.00 | 5% | 4,900.00 | 2% | 12,250.00 | 5% |
| Commissioning | Hunt Engineers | 199,241.00 | 29,157.00 | 15% | 9,719.00 | 5% | 3,388.00 | 2% | 9,719.00 | 5% |
| Commissioning | Erdman Anthony | 137,865.00 | 19,587.00 | 14% | 6,529.00 | 5% | 2,612.00 | 2% | 6,529.00 | 5% |
| ICO | Landon & Rian | 1,102,459.00 | 1,043,687.00 | 95% | - | 0% | - | 0% | - | 0% |
| ICO | Baker Tilly | 780,000.00 | 117,000.00 | 15% | - | 0% | - | 0% | - | 0% |
| Env. Monitoring (1A) | OSO, Inc. | 551,249.00 | 372,250.00 | 68% | 27,000.00 | 5% | 29,250.00 | 5% | 21,000.00 | 4% |
| Ins and Bond Review | Lawley Services | 30,000.00 | 4,500.00 | 15% | - | 0% | - | 0% | - | 0% |
| Kitchen Equipment (1A) | Main Ford General | 986,038.00 | 142,500.00 | 14% | 47,500.00 | 5% | 47,500.00 | 5% | 19,000.00 | 2% |
| FF&E | School Specialty | 285,770.00 | 16,177.00 | 6% | - | 0% | 5,392.00 | 2% | - | 0% |
| FF&E | Facilities Equip Services | 233,761.00 | 5,750.00 | 2% | - | 0% | 2,250.00 | 1% | - | 0% |
| FF&E | FM Resources | 527,660.00 | 448,947.00 | 85% | 2,508.00 | 0% | 25,508.00 | 5% | 10,203.00 | 2% |
| FF&E | Hertz Furniture | 356,475.00 | 3,000.00 | 1% | - | 0% | 3,000.00 | 1% | - | 0% |
| Special Inspection and Testing 1A | SJB Services | 225,000.00 | 34,000.00 | 15% | 5,275.00 | 2% | 2,500.00 | 1% | 3,500.00 | 2% |
| Moving | Lafayette Storage | 152,328.00 | 16,719.00 | 11% | 5,573.00 | 4% | 5,573.00 | 4% | 2,229.00 | 1% |
| Moving | FM Office Express | 118,468.60 | 86,384.00 | 73% | 4,906.00 | 4% | 4,906.00 | 4% | 1,963.00 | 2% |
| Moving | Corrigan Moving | 255,921.00 | 28,833.00 | 11% | 9,611.00 | 4% | 9,611.00 | 4% | 3,844.00 | 2% |
| Moving | MDI | 271,707.00 | 36,000.00 | 13% | 12,000.00 | 4% | 12,000.00 | 4% | - | 0% |
| Pre-Apprenticeship Program | CCP | 562,070.00 | - | 0% | 562,070.00 | 100% | - | 0% | - | 0% |
| Move Manager | Vargas Association Inc | 1,370,568.00 | - | 0% | 1,112,353.00 | 81% | - | 0% | - | 0% |
| Env. Monitoring (1B) | OSO, Inc | 464,935.47 | 419,355.47 | 90% | 19,000.00 | 4% | 19,000.00 | 4% | 7,580.00 | 2% |
| Special Inspection and Testing 1B | SJB Services, INC. | 250,000.00 | 37,500.00 | 15% | 12,500 | 5% | 12,500.00 | 5% | 5,000.00 | 2% |
| DWT 1A | Hewitt Young Electric | 1,793,335.00 | 360,500.00 | 20% | - | 0% | - | 0% | - | 0% |
| Program Manager | Gilbane Building Company | 12,211,935.93 | 4,037,590.36 | 33% | 12,265.10 | 0% | - | 0% | - | 0% |
| DWT 1B | Hewitt Young Electric | 3,031,124.01 | 372,000.00 | 12% | 118,740.00 | 4% | - | 0% | - | 0% |
| East High School & Edison Educational Campus | | 2,107,845.00 | 153,000.00 | 7% | 229,764.00 | 11% | 150,800.00 | 7% | 41,000.00 | 2% |
| Construction Manager | LP Ciminelli, INC | 2,107,845.00 | 153,000.00 | 7% | 229,764.00 | 11% | 150,800.00 | 7% | 41,000.00 | 2% |
| East High School | | 15,196,837.00 | 2,422,079.00 | 16% | 942,708.00 | 6% | 666,618.87 | 4% | 247,394.50 | 2% |
| Architect | Cannon Design | 1,242,460.00 | 151,925.00 | 12% | 185,258.00 | 15% | - | 0% | - | 0% |
| Prime Contractor | The Pike Company | 10,707,582.00 | 1,598,625.00 | 15% | 546,990.00 | 5% | 585,618.87 | 5% | 176,394.50 | 2% |
| Prime Contractor | DiFiore Construction | 1,638,000.00 | 421,529.00 | 26% | 129,460.00 | 8% | - | 0% | 36,000.00 | 2% |
| Prime Contractor | Hewitt Young Electric | 1,608,795.00 | 250,000.00 | 16% | 81,000.00 | 5% | 81,000.00 | 5% | 35,000.00 | 2% |
| Edison Educational Campus | | 20,142,320.00 | 2,767,927.61 | 14% | 986,775.00 | 5% | 1,421,975.00 | 7% | 430,311.00 | 2% |
| Architect | LaBella Associates | 1,540,925.00 | 279,520.00 | 18% | 68,940.00 | 4% | 133,990.00 | 9% | 23,976.00 | 2% |
| Prime Contractor | Landry Mechanical Contractors | 3,409,975.00 | 508,000.00 | 15% | 170,335.00 | 5% | 170,000.00 | 5% | 67,000.00 | 2% |
| Prime Contractor | Michael A. Ferraulo Plumbing & Heating | 690,000.00 | 166,000 | 24% | 34,500 | 5% | 34,500 | 5% | 27,600 | 4% |
| Prime Contractor | The Pike Company | 14,501,420.00 | 1,814,407.61 | 13% | 713,000.00 | 5% | 1,083,485.00 | 7% | 311,735.00 | 2% |
| Charlotte High School & Franklin Educational Campus | | 1,334,364.00 | 205,500.00 | 15% | 90,000.00 | 7% | - | 0% | - | 0% |
| Construction Manager | Campus | 1,334,364.00 | 205,500.00 | 15% | 90,000.00 | 7% | - | 0% | - | 0% |
| Charlotte High School | | 24,437,593.00 | 3,722,007.00 | 15% | 1,472,752.00 | 6% | 1,315,344.00 | 5% | 692,210.00 | 3% |
| 1A Architects | CJS Architects | 1,257,235.00 | 121,447.00 | 10% | 53,017.00 | 4% | 53,017.00 | 4% | 95,431.00 | 8% |
| Construction Contracts | Pike | 16,249,954.00 | 2,661,487.00 | 16% | 947,394.00 | 6% | 904,150.00 | 6% | 511,718.00 | 3% |
| Construction Contracts | M.A. Ferraulo | 2,691,740.00 | 387,893.00 | 14% | 155,168.00 | 6% | 62,873.00 | 2% | 48,583.00 | 2% |
| Construction Contracts | Concord | 2,439,534.00 | 330,000.00 | 14% | 232,658.00 | 10% | 182,570.00 | 7% | - | 0% |
| Construction Contracts | Thurston Dudek | 1,799,130.00 | 221,180.00 | 12% | 84,515.00 | 5% | 112,734.00 | 6% | 36,478.00 | 2% |
| Franklin Educational Campus | | 5,360,864.00 | 1,564,444.00 | 29% | 299,466.00 | 6% | 296,117.00 | 6% | 137,990.00 | 3% |
| Architect | Young & Wright | 694,578.00 | 135,180.00 | 19% | 20,300.00 | 3% | 17,800.00 | 3% | 32,190.00 | 5% |
| Construction Contracts | Cucchiara | 3,722,031.00 | 1,300,000.00 | 35% | 187,750.00 | 5% | 204,000.00 | 5% | 84,000.00 | 2% |
| Construction Contracts | Leo Roth | 401,197.00 | 70,994.00 | 18% | 51,816.00 | 13% | 17,800.00 | 4% | 7,200.00 | 2% |
| Construction Contracts | Kaplan Schmidt | 395,957.00 | 45,000.00 | 11% | 33,510.00 | 8% | 43,417.00 | 11% | 6,000.00 | 2% |
| Construction Contracts | Thurston Dudek | 147,101.00 | 13,270.00 | 9% | 6,090.00 | 4% | 13,100.00 | 9% | 8,600.00 | 6% |
| Enrico Fermi School No. 17 & Helen Barrett Montgomery School No. 50 | | 1,861,254.00 | 157,755.00 | 8% | 68,316.00 | 4% | 12,000.00 | 1% | 20,500.00 | 1% |
| Construction Manager | Pike | 1,861,254.00 | 157,755.00 | 8% | 68,316.00 | 4% | 12,000.00 | 1% | 20,500.00 | 1% |
| Enrico Fermi School No. 17 | | 24,653,906.25 | 2,979,262.00 | 12% | 2,179,916.00 | 9% | 635,089.00 | 3% | 785,622.00 | 3% |
| 1A Architects | SWBR | 1,909,523.00 | 228,723.00 | 12% | 107,420.00 | 6% | 86,800.00 | 5% | 18,365.00 | 1% |
| Construction Contracts | Manning Squires Henning | 15,547,618.07 | 1,782,124.00 | 11% | 1,726,852.00 | 11% | 189,550.00 | 1% | 621,281.00 | 4% |
| Construction Contracts | M.A. Ferraulo | 3,033,029.41 | 406,832.00 | 13% | 146,344.00 | 5% | 147,613.00 | 5% | 21,617.00 | 1% |
| Construction Contracts | East Coast Electric | 2,835,364.77 | 400,932.00 | 14% | 144,300.00 | 5% | 120,071.00 | 4% | 56,610.00 | 2% |
| Construction Contracts | M.A. Ferraulo | 1,328,371.00 | 160,651.00 | 12% | 55,000.00 | 4% | 91,055.00 | 7% | 67,749.00 | 5% |
| Helen Barrett Montgomery School No. 50 | | 20,577,531.16 | 2,744,755.00 | 13% | 1,114,865.00 | 5% | 913,666.00 | 4% | 468,190.00 | 2% |
| 1A Architects | Clark Patterson Lee | 1,632,566.00 | 216,510.00 | 13% | 67,330.00 | 4% | 111,621.00 | 7% | 34,580.00 | 2% |
| Construction Contracts | Manning Squires Henning | 11,135,756.18 | 1,606,193.00 | 14% | 739,485.00 | 7% | 551,195.00 | 5% | 367,505.00 | 3% |
| Construction Contracts | B&B Mechanical | 4,295,088.89 | 374,512.00 | 9% | 125,000.00 | 3% | 114,500.00 | 3% | 15,000.00 | 0% |

EXHIBIT 6
CONTRACT ALLOCATION BETWEEN EBE
JANUARY 2014 SUBMISSION

| FUNCTION | CONTRACTOR | CURRENT CONTRACT AMOUNT | MBE | PERCENT OF MBE | WBE | PERCENT OF WBE | SBE | PERCENT OF SBE | DBE | PERCENT OF DBE |
|--|------------------------------|-------------------------|----------------------|----------------|----------------------|----------------|----------------------|----------------|---------------------|----------------|
| Construction Contracts | East Coast Electric | 2,682,411.09 | 381,540.00 | 14% | 137,950.00 | 5% | 97,850.00 | 4% | 36,105.00 | 1% |
| Construction Contracts | Thurston Dudek | 831,709.00 | 166,000.00 | 20% | 45,100.00 | 5% | 38,500.00 | 5% | 15,000.00 | 2% |
| World of Inquiry School No. 58 & Henry Hudson School No. 28 | | 2,783,831.00 | 399,978.00 | 14% | 115,329.35 | 4% | 88,340.00 | 3% | - | 0% |
| Construction Manager | LeChase | 2,783,831.00 | 399,978.00 | 14% | 115,329.35 | 4% | 88,340.00 | 3% | - | 0% |
| World of Inquiry School No. 58 | | 33,201,578.00 | 5,446,201.44 | 16% | 2,924,407.00 | 9% | 2,041,173.04 | 6% | 348,440.00 | 1% |
| Architect | JCJ Architecture | 2,942,776.00 | 310,522.00 | 11% | 169,590.00 | 6% | 114,500.00 | 4% | - | 0% |
| Prime Contractor | East Coast Electric | 3,192,344.00 | 457,515.00 | 14% | 204,168.00 | 6% | 144,200.00 | 5% | 64,260.00 | 2% |
| Prime Contractor | Leo J Roth Corporation | 5,910,137.00 | 1,693,207.00 | 29% | 1,307,499.00 | 22% | 534,872.00 | 9% | 118,900.00 | 2% |
| Prime Contractor | M.A. Ferraiulo | 2,164,915.00 | 609,900.00 | 28% | 113,300.00 | 5% | 115,150.00 | 5% | 81,320.00 | 4% |
| Prime Contractor | Manning Squires Hennig | 18,991,406.00 | 2,375,057.44 | 13% | 1,129,850.00 | 6% | 1,132,451.04 | 6% | 83,960.00 | 0% |
| Henry Hudson School No. 28 | | 19,076,799.33 | 2,666,979.52 | 14% | 3,055,859.25 | 16% | 1,609,500.00 | 8% | 236,907.00 | 1% |
| Architect | LaBella Associates | 1,502,212.00 | 233,440.52 | 16% | 75216 | 5% | 56517 | 4% | 28007 | 2% |
| Prime Contractor | Bell Mechanical- HVAC | 3,277,228.00 | 510,038.00 | 16% | 130,450.00 | 4% | 178,983.00 | 5% | 97,900.00 | 3% |
| Prime Contractor | Kaplan-Schmidt | 1,676,508.87 | 123,000.00 | 7% | 407,643.25 | 24% | - | 0% | 32,000.00 | 2% |
| Prime Contractor | Manning Squires Hennig | 11,303,913.53 | 1,588,501.00 | 14% | 2,381,470.00 | 21% | 594,000.00 | 5% | 54,000.00 | 0% |
| Prime Contractor | Nairy Mechanical | 1,316,936.93 | 212,000.00 | 16% | 61,080.00 | 5% | 780,000.00 | 59% | 25,000.00 | 2% |
| John Williams School No. 5 & James P.B Duffy School No. 12 | | 1,602,990.00 | 228,000.00 | 14% | 40,500.00 | 3% | 67,000.00 | 4% | - | 0% |
| Construction Manager | The Pike Company | 1,602,990.00 | 228,000.00 | 14% | 40,500.00 | 3% | 67,000.00 | 4% | - | 0% |
| John Williams School No. 5 | | 16,763,263.00 | 3,021,244.00 | 18% | 1,531,440.00 | 9% | 644,162.00 | 4% | 541,623.43 | 3% |
| Architect | Young + Wright Architectural | 1,305,473.00 | 147,372.00 | 11% | 52,700.00 | 4% | 10,750.00 | 1% | 35,740.00 | 3% |
| Prime Contractor | Thurston Dudek | 1,167,217.00 | 172,245.00 | 15% | 57,414.00 | 5% | 57,415.00 | 5% | 22,966.00 | 2% |
| Prime Contractor | Bell Mechanical | 5,047,816.00 | 103,800.00 | 21% | 483,231 | 10% | 390,638 | 8% | 107,017.43 | 2% |
| Prime Contractor | Kaplan Schmidt Electric | 2,149,000.00 | 414,675.00 | 19% | 213,785.00 | 10% | - | 0% | 43,000.00 | 2% |
| Prime Contractor | LeChase | 7,093,757.00 | 1,248,952.00 | 18% | 724,310.00 | 10% | 185,359.00 | 3% | 332,900.00 | 5% |
| James P.B. Duffy School No. 12 | | 982,966.00 | 148,000.00 | 15% | 49,000.00 | 5% | 49,000.00 | 5% | 28,000.00 | 3% |
| Architect | SEI Design Group | 982,966.00 | 148,000.00 | 15% | 49,000.00 | 5% | 49,000.00 | 5% | 28,000.00 | 3% |
| Monroe High School | | 1,131,500.00 | 1,700.00 | | | | | | | |
| Architect | CJS Architects | | | | | | | | | |
| Construction Manager | Campus | 1,131,500.00 | 1,700.00 | 0% | 570.00 | 0% | - | 0% | - | 0% |
| Franklin Educational Campus - Auditorium | | 4,334,900.00 | 2,227,000.00 | 51% | 245,600.00 | 6% | 332,000.00 | 8% | 93,000.00 | 2% |
| Construction Contracts | Steve General | 1,832,000.00 | 1,620,000.00 | 88% | 90,600.00 | 5% | 90,000.00 | 5% | 32,000.00 | 2% |
| Construction Contracts | Kaplan Schmidt | 871,900.00 | 135,000.00 | 15% | 90,000.00 | 10% | 95,000.00 | 11% | 18,000.00 | 2% |
| Construction Contracts | MA Ferraiulo | 1,333,000.00 | 213,000.00 | 16% | 50,000.00 | 4% | 130,000.00 | 10% | 36,000.00 | 3% |
| Construction Contracts | Steve General | 298,000.00 | 259,000.00 | 87% | 15,000.00 | 5% | 17,000.00 | 6% | 7,000.00 | 2% |
| Jefferson | | | | | | | | | | |
| Architect | SEI Design Group | | | | | | | | | |
| Totals | | 223,623,544.75 | 38,663,627.40 | 17.29% | 17,385,416.70 | 7.77% | 10,492,954.91 | 4.69% | 4,184,454.93 | 1.87% |
| | | | | 15% | | 5% | | 0% | | 2% |

Note:
Missing data from Harter Secrest, Main Ford General Supply Testa Construction
Jefferson and Monroe on Hold - No Submission included SEI Design CJS Architects
* L&R data used

EXHIBIT 7

BREAKDOWN BY CONTRACTOR OF ROCHESTER RESIDENTS EMPLOYEES FROM THE TOTAL EMPLOYEES WORKING ON RSMF
CONTRACTORS SUBMISSIONS FOR JANUARY

| CONTRACTOR | NUMBER OF ROCHESTER RESIDENTS ACTIVE EMPLOYEES | TOTAL NUMBER OF ACTIVE EMPLOYEES | PERCENTAGE |
|---------------------------------|---|--|------------|
| Accurate Acoustical Inc | 2 | 7 | 29% |
| Ajay Glass and Mirror | 7 | 10 | 70% |
| AR Pierpoint | 1 | 2 | 50% |
| ASA Contractors | 3 | 5 | 60% |
| Bell Mechanical | 5 | 15 | 33% |
| BRG Corporation | 1 | 7 | 14% |
| Coldwater | 4 | 8 | 50% |
| Cummings Construction | 9 | 24 | 38% |
| Downey Goodlein | 2 | 4 | 50% |
| East Coast | 10 | 18 | 56% |
| Elmer W. Davis | 2 | 21 | 10% |
| Environmental Construction Corp | 5 | 11 | 45% |
| Genesee Building | 2 | 4 | 50% |
| Hewitt Young Electric | 10 | 16 | 63% |
| Journee Construction | 7 | 10 | 70% |
| Kaplan Schmidt | 8 | 39 | 21% |
| Landry Mechanical | 2 | 6 | 33% |
| Leo J. Roth | 6 | 18 | 33% |
| Manning Squires Hennig | 15 | 75 | 20% |
| Mark Cerrone | 17 | 47 | 36% |
| Michael A. Feraulo | 4 | 10 | 40% |
| Monroe Piping | 4 | 6 | 67% |
| Nairy Mechanical | 4 | 10 | 40% |
| OSO, Inc. | 3 | 22 | 14% |
| Rochester Davis Fetch Corp | 3 | 6 | 50% |
| Shades of Color | 1 | 4 | 25% |
| Steves General | 7 | 14 | 50% |
| Superior Thermal Systems | 3 | 7 | 43% |
| The Kimmel Co. | 1 | 5 | 20% |
| Unified Electric | 2 | 3 | 67% |
| US Ceiling Corp | 5 | 9 | 56% |
| Grand Total | 155 | 443 | 35% |

EXHIBIT 8

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

| CONTRACTOR | SUBMISSION AMOUNT |
|------------------------------------|--------------------|
| A.R. Pierrepont Co., Inc. | \$ 1.35 |
| Accurate Acoustical, Inc. | \$ 164.85 |
| Ajay Glass and Mirror | \$ 127.58 |
| Apollo Steel Corp | \$ 149.25 |
| ASA Contractors | \$ 20.48 |
| Bell Mechanical | \$ 279.75 |
| Bereza Iron Works, Inc. | \$ 16.35 |
| BRG Corporation | \$ 109.80 |
| Coldwater Insulation | \$ 10.95 |
| Cummings Construction | \$ 403.35 |
| David Fetch Corp | \$ 42.60 |
| Day Automation Systems | \$ 0.60 |
| DiFore Construction | \$ 30.15 |
| East Coast Electric | \$ 276.30 |
| Elmer W. Davis | \$ 17.66 |
| Environmental Construction Group | \$ 168.98 |
| Fibertech Environmental Services | \$ 137.18 |
| Firestop Technologies Inc. | \$ 5.85 |
| Fisher Associates | \$ 1.50 |
| G&J Contracting, Inc. | \$ 17.93 |
| Garden Grove | \$ 1.20 |
| Genesee Building Restoration | \$ 6.00 |
| Grayco Corp | \$ 44.18 |
| Henderson-Johnson | \$ 8.55 |
| Hewitt Young Electric | \$ 176.10 |
| Hiland Masonry and Restoration | \$ 7.20 |
| Journee Construction | \$ 78.90 |
| Kaplan Schmidt Electric | \$ 231.45 |
| Kranes Inc. of Central New York | \$ 21.90 |
| Landry Mechanical Contractors | \$ 113.40 |
| Leo J. Roth | \$ 279.60 |
| Lupini Construction | \$ 5.25 |
| Manning Squires Hennig | \$ 1,039.58 |
| Mark Cerrone | \$ 424.73 |
| Michael A. Ferraulo | \$ 86.10 |
| Monroe Piping | \$ 39.90 |
| Nairy Mechanical | \$ 185.63 |
| OSO, Inc. | \$ 131.55 |
| LeChase Construction | \$ 35.10 |
| Rochester Davis-Fetch Corp | \$ 83.40 |
| Rochester Rigging & Erectors, Inc. | \$ 7.65 |
| Shades of Color | \$ 38.25 |
| Sheen & Shine | \$ 3.08 |
| SRI Fire Sprinkler | \$ 108.00 |
| Steve General | \$ 65.78 |
| Superior Thermal Systems | \$ 76.80 |
| The Kimmel Company | \$ 125.48 |
| The Pike Company | \$ 134.55 |
| Unified Electric | \$ 14.25 |
| US Ceiling Corp | \$ 130.05 |
| TOTAL | \$ 5,686.01 |

EXHIBIT 9
 CONTRACTORS PARTICIPATION IN THE ACADEMY REACHING OCCUPATIONAL ACHIEVEMENT FOR ROCHESTER RESIDENTS PROGRAM
 CONTRACTORS SUBMISSIONS FOR JANUARY

| UNION | ROAR STUDENTS HIRED | NOTES |
|-----------------------------|---------------------|--------------------------|
| Asbestos Workers | - | |
| Insulators 26 | - | |
| Bricklayers 3 | 4 | |
| Electrical Workers 86 | 2 | |
| Ironworkers 33 | - | |
| Laborers 435 | 11 | |
| Operating Engineers | - | |
| Painters | 8 | |
| Plumbers 13 | 1 | |
| Roofers 22 | 7 | |
| Sheet Metal 46 | 2 | |
| Carpenters | 10 | |
| Boilermakers 7 | N/A | NOT PART OF ROAR PROGRAM |
| Cements Mason | N/A | NOT PART OF ROAR PROGRAM |
| Elevator Construction | N/A | NOT PART OF ROAR PROGRAM |
| Glaziers | N/A | NOT PART OF ROAR PROGRAM |
| Plasterers | N/A | NOT PART OF ROAR PROGRAM |
| Road Sprinklers 669 | N/A | NOT PART OF ROAR PROGRAM |
| Teamsters | N/A | NOT PART OF ROAR PROGRAM |
| Total Students Hired | 45 | |

Note: This data was taken from documentation provided by Landon & Rian